

No70000007733

Florida Department of State
Division of Corporations
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H07000198513 3)))



H070001985133ABC1

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850) 205-0381

From:

Account Name : BELOFF & SCHWARTZ
Account Number : I20010000064
Phone : (305) 673-1101
Fax Number : (305) 673-5505

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

2007 AUG -6 PM 1:15

FILED

FLORIDA PROFIT/NON PROFIT CORPORATION

PARK PLACE ON THE OCEAN CONDOMINIUM ASSOCIATION, INC

Certificate of Status	1
Certified Copy	1
Page Count	11
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing Menu

Help

(((HO7000198513 3)))

FILED

2007 AUG -6 PM 1:15

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
PARK PLACE ON THE OCEAN CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

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

The terms contained in these Articles will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 2007, as amended through the date of Submission.

B. "Articles" mean these Articles of Incorporation of the Association and any amendments hereto.

C. "Assessment" means the share of funds required for the payment of Common Expenses, Cabana Limited Common Expenses or "Special Assessments" (as defined in the Declaration) which is assessed against an Owner, as more particularly described in the Declaration.

D. "Association" means Park Place on the Ocean Condominium Association, Inc., a Florida corporation not for profit, organized to administer the Condominium.

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

F. "Bylaws" mean the Bylaws of the Association and any amendments thereto.

G. "Common Elements" mean the portion of the Condominium Property not included in the Units, as more particularly described in the Declaration.

H. "Common Expenses" mean expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include but are not limited to:

(i) expenses incurred in connection with the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property; and

(ii) any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

I. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of the Declaration.

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

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

(((HO7000198513 3)))

(((HO7000198513 3)))

L. "County" means Miami-Dade County, Florida.

M. "Declaration" means the Declaration of Condominium by which Park Place on the Ocean, a Condominium is submitted by Developer to the condominium form of ownership, in accordance with the Act, and any amendments thereto.

N. "Developer" means Sunny Isles Resort Developers, LLLP, a Florida limited liability limited partnership, its successors, grantees and assignees. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assignee of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assignee of such rights in the instrument of conveyance or any other instrument executed by Developer.

O. "Director" means a member of the Board.

P. "Institutional Mortgagee" means "Institutional Mortgagee" as defined in Paragraph III.P of the Declaration.

Q. "Member" or "Members" mean a member or members of the Association.

R. "Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

S. "Purchaser Members" means each Member of the Association other than Developer.

T. "Submission" means the recording of the Declaration amongst the Public Records of the County.

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

V. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

W. "Voting Interests" mean "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I

NAME

The name of this Association shall be PARK PLACE ON THE OCEAN CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 1110 Brickell Ave., Suite 603, Miami, Florida 33131.

ARTICLE II

PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop the Condominium on property it owns in the County which is more particularly described on Exhibit "A" to the Declaration.

B. 1. The Association shall be the condominium association responsible for the operation of the Condominium, subject to the terms and restrictions of the Condominium Documents. Each Owner shall be a Member of the Association as provided in these Articles.

2. The purposes for which this Association is organized are to maintain, operate and manage the Condominium and to operate, lease, trade, sell and otherwise deal with the improvements located therein now or in the future in accordance with the Condominium Documents and the Act.

(((HO7000198513 3)))

(((HO7000198513 3)))

ARTICLE III

POWERS

The Association shall have the following powers which shall 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, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws are incorporated into these Articles by reference.

C. The Association shall have all the powers of condominium association under 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 Units and the Common Elements);

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

3. To borrow money with the following limitations: The Association shall have the right to borrow money upon the affirmative approval of a majority of the Board up to a dollar amount which is twenty-five percent (25%) of the annual budget of the Association, cumulatively in a budget year. In the event the loan amount exceeds twenty-five percent (25%) of the annual budget, cumulatively in a budget year, the loan may not be made unless approved by a majority of the Members;

4. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration, these Articles, the Bylaws and the Act;

5. To reconstruct improvements on the Condominium Property in the event of casualty or other loss in accordance with the Declaration;

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

7. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, management and security of the Condominium Property 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;

8. To purchase: (i) 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;

9. To provide exterminating services for the Units, if deemed necessary by the Board; and

10. To trim trees and landscaping located adjacent to the Condominium, if permitted by the owner of the property and the appropriate governmental agencies.

(((HO7000198513 3)))

(((HO7000198513 3)))

ARTICLE IV

MEMBERS

The qualification of Members of the Association, the manner of their admission to membership ("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 Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of the members of the "First Board" (as defined in Article IX hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of Members.

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

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

E. Each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and Bylaws.

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

1. There shall be only one (1) vote for each Unit and if there is more than one (1) Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person, such Owners, collectively, shall be entitled to only one (1) vote in the manner determined by the Declaration.

2. The Members shall elect the Board in the manner provided in Article IX of these Articles.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

INCORPORATOR

The name and address of the Incorporator of these Articles are as follows: Hector Dasso, 1200 Brickell Ave., Suite 1460, Miami, Florida 33131.

(((HO7000198513 3)))

ARTICLE VII

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 the Board 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 managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, 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' Election" (as defined in the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers 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 VIII

FIRST OFFICERS

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

President	HECTOR DASSO
Vice President/Secretary	JOSE PEREZ
Treasurer	JUAN DASSO

ARTICLE IX

BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" and all Boards elected prior to the "Majority Election Date" (as such terms are hereinafter defined) shall be three (3). The number of Directors on the Board thereafter shall be determined by the Board from time to time but shall not be less than three (3). Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members.

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>
HECTOR DASSO	1110 Brickell Ave., Suite 603 Miami, Florida 33131
JOSE PEREZ	1110 Brickell Ave., Suite 603 Miami, Florida 33131

(((HO7000198513 3)))

JUAN DASSO

1110 Brickell Ave., Suite 603
Miami, Florida 33131

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 and replace any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Units in the Condominium (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect by plurality vote one-third (1/3) of the Directors, which election shall take place at a meeting of the Membership ("Initial Election Date"). Developer shall designate the remaining Directors of the Board on the Initial Election Date. 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" and shall succeed the First Board upon their election or designation and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Election, 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' Election 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 IX.C.

D. Purchaser Members are entitled to elect not less than a majority of the Directors upon the happening of any of the following events, whichever shall first occur (the "Majority Election Event"):

1. Three (3) years after fifty percent (50%) of the Units that will be ultimately operated by the Association have been conveyed to Purchaser Member as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

2. Three (3) months after ninety percent (90%) of the Units that will be ultimately operated by the Association have been conveyed to Purchaser Members as evidenced by the recording of instruments of conveyance amongst the Public Records of the County; or

3. When all of the Units that will be ultimately operated by the Association have been completed (as evidenced by the issuance of a Certificate of Occupancy for all of same) and some have been conveyed to Purchaser Members and none of the others are being offered for sale by the Developer in the ordinary course of business; or

4. When some of the Units have been conveyed to Purchaser Members and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

5. Seven (7) years after the recordation of the Declaration; or

6. When Developer, as Developer has the right to do at any time, upon written notice to this Association, relinquishes its right to designate a majority of the Board.

E. The election of not less than a majority of the Directors by Purchaser Members shall occur on a date to be called by the Board for such purpose ("Majority Election Date").

F. On the Majority Election Date, Purchaser Members shall elect all but one (1) of the Directors and Developer, until the "Developer's Resignation Event" (as hereinafter defined), shall be entitled to designate the remaining one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to remove and to name the successor, if any, to any Director Developer has so designated.

G. At the first Annual Members' Election held after the Majority Election Date, a "staggered" term of office of the Board shall be created as follows:

(((HO7000198513 3)))

(((HO7000198513 3)))

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest 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' Election thereafter, as many Directors of the Association 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.

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

I. The Initial Election Date and the Majority Election Date 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 meeting shall be forwarded to all Members in accordance with the Bylaws and the Act. The notice shall also specify the number of Directors that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. After the Majority Election Date, Developer shall be entitled to elect one (1) Director as long as Developer holds at least five percent (5%) of the Units in a Condominium for sale in the ordinary course of business. However, Developer may at any time, in its sole discretion, upon written notice to the Association relinquish its right to elect one (1) Director. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of the Developer's designated Director. This successor Director shall serve until the next Annual Members' Election and until his successor is elected and qualified.

K. At each Annual Members' Election held subsequent to the year in which the Developer's Resignation Event occurs, the number of Directors to be elected shall be determined by the Board from time to time, but shall be an odd number.

L. 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 body.

ARTICLE X

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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 of the Condominium.

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 the Condominium.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium.

(((HO7000198513 3)))

(((HO7000198513 3)))

E. Making and amending rules and regulations with respect to the Condominium.

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

G. Contracting for the management and maintenance of the Condominium Property 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, 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 the Condominium and assessing the same against Units, the Owners of which are responsible for the payment thereof.

I. Purchasing and carrying fidelity bonding in accordance with the Act and insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of the Condominium and not billed directly to Owners of the individual 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 this Association and paying all salaries therefor.

L. Engaging in mandatory non-binding arbitration and for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Section 718.1255 of the Act are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and shall update 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 X.M above on the Condominium Property to ensure their availability to 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:

(i) 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.

(ii) 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 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, as the Act and such rules may be amended from time to time.

Q. All other powers and duties reasonably necessary to operate and maintain the Condominium and the Condominium Property in compliance with the Condominium Documents and the Act.

(((HO7000198513 3)))

(((HO7000198513 3)))

ARTICLE XI**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 attorneys' fees and paralegals' fees (at all trial and appellate levels and post-judgment proceedings) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his 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 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.

ARTICLE XII**BYLAWS**

The Bylaws of the Association 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" (as defined in the Bylaws) 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 XIII**AMENDMENTS**

A. Prior to Submission, these Articles may be amended by an instrument in writing signed by Developer and all of the Directors on the First Board 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 and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles or a certified copy of these Articles as restated and shall be an exhibit to the Declaration upon the recording of the Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After Submission, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval if a proposed amendment by one of said bodies, such proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of a majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the Bylaws) is present and approval by the Board must be by a majority of the Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the Bylaws) is present.

3. 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 at a meeting where all Members are present and setting forth their intention that an amendment to the

(((HO7000198513 3)))

(((HO7000198513 3)))

Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written responses shall be notified in writing of the passage thereof.

C. A copy of each amendment (or the Articles as restated to include the amendment) shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent therefore by Developer for so long as Developer holds at least one (1) Unit for sale in the ordinary course of business; or (ii) any Institutional Mortgagee or guarantor or insurer of a first mortgage without the prior written consent of such Institutional Mortgagee, guarantor or insurer, as the case may be.

ARTICLE XIV

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 XIV.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 XIV.E below:

1. Notice of a Board meeting need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner including, but not limited to, publication or radio;
2. 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
3. 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 XIV 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 XV

REGISTERED OFFICE AND REGISTERED AGENT

(((HO7000198513 3)))

(((HO7000198513 3)))

The street address of the initial registered office of the Association is 1200 Brickell Avenue, Suite 1460, Miami, Florida 33131 and the initial registered agent of the Association at that address shall be Hector Dasso.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 25 day of July, 2007.


HECTOR DASSO

The undersigned hereby accepts the designation of Registered Agent of Park Place on the Ocean Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida General Corporation Act.


HECTOR DASSO

STATE OF FLORIDA)
) SS:
COUNTY OF Dade)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared HECTOR DASSO to me known to be the person described as the Incorporator in and who executed the foregoing Articles and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 25th day of July, 2007.


Notary Public, State of Florida at Large

My Commission Expires:

Printed or stamped name of Notary



FILED
2007 AUG -6 PM 1:15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(((HO7000198513 3)))