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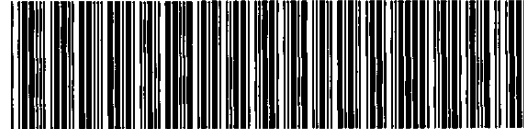
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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Palms Mobile Park HOMEOWNERS
(Corporation Name) (Document #)
2. Association, Inc.
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

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NEW FILINGS

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☐ Not for Profit
☐ Limited Liability
☐ Domestication
☐ Other

OTHER FILINGS

- ☐ Annual Report
☐ Fictitious Name

AMENDMENTS

- ☐ Amendment
☐ Resignation of R.A., Officer/Director
☐ Change of Registered Agent
☐ Dissolution/Withdrawal
☐ Merger

REGISTRATION/QUALIFICATION

- ☐ Foreign
☐ Limited Partnership
☐ Reinstatement
☐ Trademark
☐ Other

Examiner's Initials

**ARTICLES OF INCORPORATION
FOR
PALMS MOBILE PARK HOMEOWNERS ASSOCIATION, INC.**

FILED
07 SEP 19 PM 1:29
CLERK OF STATE
TALLAHASSEE, FLORIDA

The undersigned, for the purpose of forming a corporation pursuant to Section 617 and 723, of the Florida Statutes, and does hereby adopt the following Articles of Incorporation (these "Articles").

1. Name. The name of the corporation shall be Palms Mobile Park Homeowners Association, Inc. (the "Association").
2. Principal Office. The principal office of the Association is 12000 N.E. 16th Avenue, B-226, Miami, Florida 33161.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 12000 N.E. 16th Avenue, B-226, Miami, FL 33161. The name of the Registered Agent of the Association is Eudely Ruiz.
4. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 723 of Mobile Home Park Lot Tenancies (the "Act"), for the operation of a mobile home park located in Miami-Dade County, Florida (the "Park"). The Association is organized to act as the representative of the mobile home owners at the Park, in all matters relating the administration of the Park. The mobile home owners of the Park shall automatically be members ("Members") of the Association.
5. Powers and Duties. The powers of the Association shall include and be governed by the following:
 - 5.1 General. The Association shall have all of the common law and statutory powers of a corporation for profit under the laws of Florida that are not in conflict with the provisions of these Articles or the Act.
 - 5.2 Enumeration. Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to represent the Members in all matters related to the Park including, but not limited to, the following:
 - 5.2.1 Assessments and Special Assessments. To make and collect Assessments, Special Assessments and other charges from the Members as provided in the, and to use the proceeds thereof in the exercise of its powers and duties.
 - 5.2.2 Real and Personal Property. To acquire, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the representation of the Members and/or the administration of the Park, and to maintain, repair, replace, reconstruct, add to and operate any property of the Association and other property acquired or leased by the Association for use by the Members.

5.2.3 Insurance. To purchase insurance for the protection of the Association and/or the Park, its officers, directors and Members. 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 another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article 12.

5.2.4 Rules and Regulations. To make and amend reasonable rules and regulations (the "**Rules and Regulations**") for the representation of the Members, maintenance, conservation and use of the Park and for the health, comfort, safety and welfare of the Members.

5.2.5 Enforcement. To enforce by legal means the provisions of the Act, the, these Articles, the By-Laws of the Association, and the Rules and Regulations.

5.2.6 Management and Employees. To employ attorneys, accountants, personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the representation of the Association and management of the Park and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by, the By-Laws of the Association and the Act.

5.2.7 Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of lots and or mobile homes within the Park.

5.2.8 Conversion. To convert the Park, if acquired by the Association, its successors and assigns, to a condominium, a cooperative, or a subdivision form of ownership, or another type of ownership.

6. Mobile Home Owners and Membership.

6.1 Membership. The Members of the Association shall consist of all of the record owner of a mobile home ("**Home**") within the Park from time to time.

6.2 Assignment. The share 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 for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

6.3 Voting. On all matters upon which the Members shall be entitled to vote, there shall be one (1) vote for each Member, which vote(s) shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one Home shall be entitled to one (1) vote for each Home owned.

6.4 Prior to Obtaining Written Consent of all Members. Until such time as two thirds of the homeowners within the Park shall have consented in writing, to become members of the Association, the membership of the Association (the "**Membership**") shall be comprised of the

Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

7. Term of Existence. The Association shall have perpetual existence.

8. Directors.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "**Board**") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. All directors must be bona fide owners of mobile homes within the Park.

8.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Members when such approval is specifically required by the Articles, By-Laws and/or the Act.

8.3 Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

8.4 Current Directors. The names and addresses of the members of the current Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

NAME:

ADDRESS:

Eudely Ruiz

12000 N.E. 16th Avenue
B-230
Miami, FL 33161

Eladio Morales

12000 N.E. 16th Avenue
B-226
Miami, FL 33161

Lucy Morales

12000 N.E. 16th Avenue
B-228
Miami, FL 33161

9. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT:

Eudely Ruiz
12000 N.E. 16th Avenue
B-230
Miami, FL 33161

VICE-PRESIDENT:

Eladio Morales
12000 N.E. 16th Avenue
B-226
Miami, FL 33161

SECRETARY/TREASURER:

Lucy Morales
12000 N.E. 16th Avenue
B-228
Miami, FL 33161

10. Incorporator. The name and address of the Incorporator is as follows:

Eudely Ruiz
12000 N.E. 16th Avenue
B-230
Miami, FL 33161

11. Indemnification.

11.1 Indemnity. 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, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

11.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his/her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3 Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.4 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 11 above, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

11.5 Approval. Any indemnification under Section 11.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he/she has met the applicable standard of conduct set forth in the Articles. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Members.

11.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 11.

11.7 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of the 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 such person.

12. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Members or as provided in the By-Laws.

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

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

13.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Members holding one-third (1/3) of the voting interests in the Association.

13.3 Approval. An amendment shall be approved once it is approved:

13.3.1 by Members holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

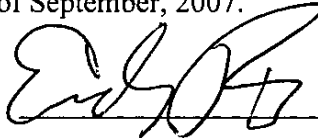
13.3.2 by Members holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

13.4 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used as a vote for creating a quorum.

13.5 Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act or the By-Laws.

13.6 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County, Florida.

For the purpose of forming this association under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation to be effective as of the 17 day of September, 2007.




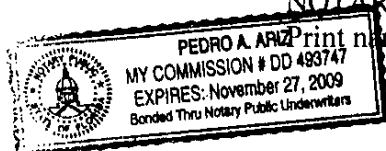
Eudely Ruiz

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17 day of September, 2007 by Eudely Ruiz, who is personally known to me or who presented _____ as identification, on behalf of the corporation.

My commission expires:

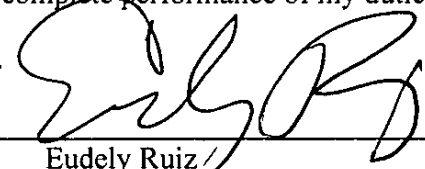

NOTARY PUBLIC, State of Florida at Large



ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 17th day of September, 2007.


Eudely Ruiz

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA