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**FLORIDA PROFIT/NON PROFIT CORPORATION**

Treasure Coast Commerce Center Condominium Associati

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**ARTICLES OF INCORPORATION  
OF  
TREASURE COAST COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC.  
(A Florida Not for Profit Corporation)**

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

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

**ARTICLE I  
NAME, PRINCIPAL AND MAILING ADDRESS**

The name of this Association shall be TREASURE COAST COMMERCE CENTER CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 750 South Brentwood Blvd. Suite 701, St. Louis, Missouri 63144

**ARTICLE II  
PLAN OF DEVELOPMENT AND  
PURPOSE OF ASSOCIATION**

A. Developer intends to develop the Condominium as a "phased condominium" as contemplated by Section 718.403, F. S.

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

C. 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; however, Developer reserves the right to incorporate additional association(s) if more than one (1) condominium is created within Treasure Coast Commerce Center. Each Unit Owner shall be a Member of the Association as provided in these Articles. The person entitled to cast such votes on behalf of the Association shall also be entitled to execute on behalf of the Association and all Unit Owners such voting certificates and/or proxies required by the Master Association to evidence the authority of the person to cast the votes attributable to Lot 25 of the Plat.

2. The purpose for which this Association is organized is to maintain, operate and manage the Condominium, including Association Property, if any, and to own portions of, operate, lease, sell trade and otherwise deal with certain of the improvements located therein now or

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in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

**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 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, and the levying and collection of Common Expenses and Limited Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a 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, Limited Common Elements and Association Property, if any);

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 Unit 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, Limited Common Expenses, 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 in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property and Association Property, if any, in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property and Association Property, if any, 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, management and administration of the Condominium Property and Association Property, if any, 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 Association Property, if any, 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, Limited Common Expenses or Association Expenses, as applicable; and

7. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property and Association Property, if any, 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 the purpose of repaying any such loan.

**ARTICLE IV  
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 this 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 Unit 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 the Members. Developer shall be a Member so long as it is the record Owner of any Unit in the Condominium or of any unit in any other Treasure Coast Commerce Center Condominium operated 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 Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records whereupon the membership of the prior Unit 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 acquisition of title to the 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 Unit.

E. If both phases are submitted to the Condominium, matters substantially pertaining to the Limited Common Elements of a particular Building shall be voted upon only by the Unit Owners in the applicable Building and shall be determined by a vote of the majority of Voting Interests of such Unit Owners. Matters pertaining to the Common Elements or Association Property, if any, shall be voted upon by all Unit Owners in both phases and shall be determined by a vote of the majority of all Voting Interests.

F. If a second Treasure Coast Commerce Center Condominium is submitted to condominium ownership that is operated by the Association, membership in the Association shall be divided into classes ("Class Members") with Unit Owners in each Treasure Coast Commerce Center Condominium constituting a class. If one or more additional Treasure Coast Commerce Center Condominiums are submitted to condominium ownership, the Unit Owners thereof who are Members of the Association shall also be Class Members as to each additional condominium.

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

1. Either the membership as a whole shall vote or the Class Members shall vote or voting shall take place as described in Paragraph E above, which determination shall be made in accordance with subparagraphs G.2 and G.3 below. In any event, however, each Unit shall have voting rights in the Association based on the relative square footage of such Unit compared to the total square footage of all Units entitled to vote on the matter, which voting rights shall be exercised and cast in accordance with the Declaration and the Condominium Documents. In the event 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 or entity, such Unit Owners collectively shall only be entitled to the percentage share vote for each Unit owned in the manner determined by the Declaration.

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

(a) Matters substantially pertaining to a particular Treasure Coast Commerce Center Condominium or any combination of Treasure Coast Commerce Center Condominiums shall be voted upon only by the Class Members of the applicable Treasure Coast Commerce Center Condominium(s) and shall be determined by a vote of the majority of Voting Interests 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 the Treasure Coast Commerce Center Condominiums or the Association as a whole shall be voted on by the Membership and shall be determined by a vote of the majority of Voting Interests of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

(c) If both phases are submitted to the Condominium, matters substantially pertaining to the Limited Common Elements of a particular Building shall be voted upon only by the Unit Owners in the applicable Building and shall be determined by a vote of the majority of Voting Interests of such Unit Owners. Matters pertaining to the Common Elements or Association Property, if any, shall be voted upon by all Unit Owners in both phases and shall be determined by a vote of the majority of all Voting Interests.

3. Any decision as to whether a matter substantially pertains to a particular Treasure Coast Commerce Center Condominium or any combination of or all of the Treasure Coast Commerce Center 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 a Treasure Coast Commerce Center Condominium or any combination of Treasure Coast Commerce Center Condominiums which the Board determines requires the vote of the Members as a whole shall be effective with regard to a Treasure Coast Commerce Center Condominium unless the Class Members of the particular Treasure Coast Commerce Center Condominium or any combination of Treasure Coast Commerce Center 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 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: Mark F. Grant, Esq., 200 East Broward Blvd., Suite 1500, Fort Lauderdale, Florida 33301.

**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 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 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 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	Tom Fink
Vice President	Stephen F. Holste
Secretary/ Treasurer	Stephen Holste

**ARTICLE IX  
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph J of this Article IX. Except for Developer-appointed Directors, Directors must be Members, except that if a Unit is owned by an entity and not an individual, such entity may appoint an officer/director, partner, member or shareholder on its behalf to be eligible to serve on the Board of Directors.

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>
Tom Fink	1750 South Brentwood Blvd, Suite 701 St. Louis, Missouri 63144
Stephen Holste	1750 South Brentwood Blvd, Suite 701 St. Louis, Missouri 63144
Jeffrey Cook	1750 South Brentwood Blvd, Suite 701 St. Louis, Missouri 63144

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 Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Units" (as hereinafter defined) (as evidenced by the recordation of deeds), including Units located in all Treasure Coast Commerce Center Condominium(s), 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" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph 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 C.

The term "Total Units" means the number of Units contemplated for Treasure Coast Commerce Center Condominium (less the number of Units in Treasure Coast Commerce Center Condominium which Developer decides neither to submit as part of Treasure Coast Commerce Center Condominium as provided in the Declarations nor submit to condominium ownership as a separate Treasure Coast Commerce Center Condominium).

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 first occur:



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

a. Three (3) years after fifty percent (50%) of the Total Units have been conveyed to Purchaser Members; or . . .

b. Three (3) months after ninety percent (90%) of the Total Units have been conveyed to Purchaser Members; or

c. When all the Total Units have been completed, some of them have been conveyed to Purchaser Members, and none of the others are being offered for sale by Developer in the ordinary course of business; or

d. When some of the Total 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 years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The developer is entitled to elect at least one member of the Board of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 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 units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting a majority of the members of the board of administration.

2. Notwithstanding the above Paragraph D.1, 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 occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the Majority Election Meeting, the Purchaser Members owning Units in Building A shall elect one (1) Director, the Purchaser Member(s) owning Unit(s) in Building B shall elect one (1) Director and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the

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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.

G. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member 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.

H. 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 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 by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Units 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 such event is herein referred to as the "Developer's Resignation Event." Upon Developer's Resignation Event, the Directors elected by Members shall elect successor Directors from among the Members owning Units in Buildings A and B to fill the vacancies caused by the resignation or removal of the Developer's designated Directors with the Purchaser Members owning Units in Building A electing one (1) Director, the Purchaser Member(s) owning Unit(s) in Building B electing one (1) Director and the Purchaser Member(s) in Buildings A and B electing one(1) Director at large. 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 that the Developer's Resignation Event may have previously occurred.

J. At each Annual Members' Meeting 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 there shall not be less than three (3) Directors nor more than seven (7).

K. 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 Treasure Coast Commerce Center Condominiums.

3. In the case of deadlock by the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

**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 and Limited Common Expenses.

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(s).

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

E. Making and amending rules and regulations with respect to all Treasure Coast Commerce Center Condominium(s) administered by the Association and for the Condominium Property and Association Property, if any.

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

G. Contracting for the management and maintenance of the Condominium Property and 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, 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 Treasure Coast Commerce Center Condominium administered by the Association and assessing the same against Units within such Condominium, the Unit Owners of which are responsible for the payment thereof.

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 and Association Property, if any, of any Treasure Coast Commerce Center Condominium administered by the Association and not billed directly to Unit 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 as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 of the Act are incorporated by reference herein.

M. Execution of contracts for purchase, sale, lease or renting of materials, equipment or other property.

N. 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.

O. All other powers and duties reasonably necessary to operate and maintain the Treasure Coast Commerce Center Condominium(s) in compliance with the Condominium Documents and the Act.

**ARTICLE XI  
INDEMNIFICATION**

The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, committee member, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. 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 or did act in a manner which he reasonably believed to be not in or opposed to the best interest of the

Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

**ARTICLE XII  
BYLAWS**

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded only by the affirmative vote of not less than a majority of the Voting Interests 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 XIII  
AMENDMENTS**

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

1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

2. Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. Members not present in person at the meeting considering the amendment may vote on the Amendment by limited proxy, provided such limited proxy is delivered to the Secretary at or prior to the meeting. The approval must be by not less than a majority of the Voting Interests of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than a majority of the entire Board of Directors. Directors may not vote by proxy.

3. Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Sections 3.3, 3.4 or 3.5 of Article 3, entitled "Powers", without the approval in writing of all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to Developer, or an affiliate of Developer, unless Developer shall join in the execution of the amendment. No amendment to this paragraph 13.A.3 shall be effective.

4. Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

5. 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 Martin County, Florida.

**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 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 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 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.

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**ARTICLE XV  
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Association is 2731 Executive Park Drive, Suite 4, Weston, Florida 33331 and the initial registered agent of the Association at that address shall be National Registered Agents, Inc.

The undersigned hereby accepts the designation of Registered Agent of Treasure Coast Commerce Center Condominium Association, Inc. as set forth in Article XV 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.

National Registered Agents, Inc.

By: *Steve Singletta*

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