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RC II CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION OF

RC II CONDOMINIUM ASSOCIATION, INC.

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The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation.

ARTICLE I
NAME

The name of this corporation shall be RC II Condominium Association, Inc. (the "Association").

ARTICLE II
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act") for the operation and management of the affairs and property of that certain condominium to be known as RC II Condominium (the "Condominium").

ARTICLE III
DEFINITIONS

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

ARTICLE IV
POWERS

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

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

4.2 Enumeration. The Association shall have all the powers and duties set forth in the Act (except as to variances in these Articles and the Declaration that are permitted by the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration, and as they may be amended from time to time, including, but not limited to, the following:

A. To make and collect Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

B. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

C. To maintain, repair, replace, reconstruct, add to and operate the Condominium and Association Property, and other property acquired or leased by the Association.

D. To purchase insurance upon the Condominium Buildings, Association Property, and insurance for the protection of the Association, its officers, directors and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units and the Association Property and for the health, comfort, safety, and welfare of the Unit Owners.

F. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the Declaration.

G. To enforce by legal means the provisions of the Act (and other laws), the Declaration, these Articles, the By-Laws, and the rules and regulations of the Condominium.

H. To contract for the management and maintenance of the Condominium and Association Property, and to authorize and delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) all of the powers and duties of the Association except (1) those that require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration, or the By-Laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible to delegation.

I. To employ or contract with personnel to perform the services required for proper operation of the Condominium.

J. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Condominium.

K. To contract for and acquire one or more Units within the Condominium it operates, for such purposes that are not in conflict with the Declaration, these Articles of Incorporation or the By-Laws, including the purposes of providing a Unit(s) for the manager(s) of the Condominium, which the Association operates.

L. To obtain loans for purposes of meeting the financial needs of running the Condominium it operates, and as security therefore, pledge the income from Assessments collected from Owners.

M. To sue and be sued and appear and defend in all actions and proceedings.

4.3 Assets of the Association. All funds and the title to all properties acquired or leased by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, directors or officers. In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, consisting of the surface water management system, including drainage easements, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association Property shall be effective to divest or diminish any right or title of any Unit Owner vested in her under the recorded Declaration and deeds applicable to the Condominium, unless made in accordance with the provisions of such Declaration and deeds.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act, the Declaration, the Articles of Incorporation and the By-Laws (in that order) shall control.

ARTICLE 5 MEMBERS

5.1 Membership. The Members of the Association shall consist of all persons owning a vested present interest in the fee title of any of the Units in the Condominium as evidenced by a duly recorded proper instrument in the Public Records of Miami-Dade County, Florida. Membership shall be established by the acquisition of fee title to, or fee interest in, a Condominium Parcel in the Condominium, whether by conveyance, devise, judicial decree or otherwise subject to the provisions of the Declaration, and by the recordation among the Public Records of Miami-Dade County, Florida, of the deed or other instrument establishing the acquisition and designating the Unit affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. Membership in the Association shall terminate automatically and immediately as a Member's vested interest in the fee title in a Unit terminates, except that upon termination of the entire Condominium, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their

successors and permitted assigns. In the event that a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise such Owner's membership rights.

After the Association approves of a conveyance of a Unit as provided in the Declaration or after the Association is notified of a conveyance of a Commercial Unit as provided in the Declaration, the change of membership in the Association shall be evidenced in the Association records by delivery to the secretary of the Association of a certified copy of a deed or other instrument of conveyance.

5.2 Assignment. The share of a Member in the funds and assets of the Association, in its Common Elements and its Common Surplus, and membership in the Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

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

5.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VI **TERM OF EXISTENCE**

The Association shall exist perpetually unless dissolved according to law.

ARTICLE VII **INCORPORATOR**

The name and address of the incorporator to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Rodolfo Corujo	10008 West Flagler Street # 287 Miami, FL 33174

ARTICLE VIII
OFFICERS

The officers holding the offices designated by the By-Laws shall administer the business and affairs of the Association. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until the Board designates their successors are as follows:

President: Rodolfo Corujo

ARTICLE IX
DIRECTORS

The property, business and affairs of the Association shall be managed by the Board of Directors (the "Board") consisting of the number of directors determined in the manner provided in the By-Laws, but which shall consist of three (3) persons before the Turnover Date and during the Developer Control Period and of seven (7) persons after the Turnover Date. Directors need not be Members of the Association; provided, however, after the Turnover Date all directors shall be Unit Owners.

ARTICLE X
FIRST BOARD OF DIRECTORS

The name and post office addresses or addresses of the members of the first Board, all of whom shall hold office until their successors are duly elected and qualified, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Name:	Rodolfo Corujo
Address:	10008 W. Flagler Street, Suite 287
	Miami, Florida 33174
Name:	To be Determined
Address:	

Name:
Address:

To be Determined

ARTICLE XI **INDEMNIFICATION**

11.1 **Indemnity.** To the greatest extent permitted by law, 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 proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that she is or was a director, officers, employee or agent of the Association, against expenses (including attorneys' fees and disbursements and appellate attorneys' fees and disbursements), judgments, fines, and amounts paid in settlement actually and reasonably incurred by her in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted, waived or not pursued by the proposed indemnitee, that she did not act in good faith, nor in a manner she reasonably believed to be in (or not opposed to) the best interest of the Association, and, with respect to any criminal action or proceeding, that she had reasonable cause to believe her conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings 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 she reasonably believed to be in (or not opposed to) the best interest of the Association, and, with respect to any criminal action or proceeding, that she had reasonable cause to believe that her conduct was unlawful.

11.2 **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 Article 11, Section 1 above, or in defense of any claim, issue or matter therein, she shall be indemnified against expenses (including attorneys' fees and disbursements and appellate attorneys' fees and disbursements) actually incurred by her in connection therewith.

11.3 **Approval.** Any indemnification as authorized in Article 11, Section 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, officers, agent or employee is proper in the circumstances because she has met the applicable standard of conduct set forth in Article 11, Section 1 above. Such determination shall be made (a) by the Board of Directors 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, a quorum of disinterested directors so do directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

11.4 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 proceedings upon receipt of an undertaking by or on behalf of the affected director, officers, employee or agent to repay such amount unless it shall ultimately be determined that she is entitled to be indemnified by the Association as authorized in this Article 11.

11.5 Miscellaneous The indemnification provided in this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

11.6 Insurance The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against her and incurred by her in any such capacity, or arising out of her status as such, whether or not the Association would have the power to indemnify her against such liability under the provisions of this Article 11.

11.7 Amendment Anything to the contrary contained in these Articles notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII **RIGHTS OF DEVELOPER**

12.1 Exclusive Right Notwithstanding anything in these Articles of Incorporation, the By-Laws or the Declaration, the Developer of the Condominium, shall have the full right and authority to manage the affairs of, and the exclusive right to elect the directors of, the Association, (who need not be Owners) until the following shall occur:

A. When fifteen percent (15%) or more of the Units that will be operated ultimately by the Association have been conveyed to Owners other than Developer, such Owners (other than Developer) shall be entitled to elect not less than one-third (1/3) of the Board.

B. Owners other than Developer will be allowed to elect a majority of the members of the Board of Directors and control of the Association at whichever of the following times shall first occur (the "Turnover Date").

1. Three (3) years after Developer has sold fifty percent (50%) of the Units that will be ultimately operated by the Association.

2. Three (3) months after Developer has sold ninety (90%) percent of the Units that will be ultimately operated by the Association.

3. When all of the Units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by Developer in the ordinary course of business.

4. When Developer has sold some of the Units and none of the other Units are held by Developer for sale in the ordinary course of business; or

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

C. Developer shall be entitled to elect at least one (1) member of the Board as long as Developer holds at least five (5%) percent of the Units in the Condominium for sale in the ordinary course of business. So long as the Developer holds Units for sale in the course of business, the Developer may take none of the following actions without approval in writing.

1. Assessment of the Developer as a Unit Owner for capital improvements.

2. Any action by the Association that would be detrimental to the sales and marketing efforts of the Developer or its designee. However, an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales and marketing efforts of the Developer or its designee.

D. On the Turnover Date, the Association shall execute in favor of the Developer a receipt and acknowledgement of all items delivered to the Association by the Developer and a commitment to maintain and operate all systems and equipment within the Condominium and Association Property in accordance with the operating manuals and warranties therefore.

ARTICLE XIII **BY-LAWS**

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

ARTICLE XIV **AMENDMENTS**

14.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

14.2 **Adoption.** A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting at which the amendment is considered may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

A. Not less than a majority of the entire membership of the Board and by not less than sixty-six and two-thirds (66-2/3%) percent of the entire membership of the Association; or

B. By not less than seventy-five percent (75%) of the votes of the entire membership of the Association.

14.3 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 4.3 and 4.5, without the approval in writing by 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 or the Declaration, 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 the Developer, or an affiliate, beneficiary, or designee of the Developer, unless the Developer shall join in the execution of such amendment.

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

14.5 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.

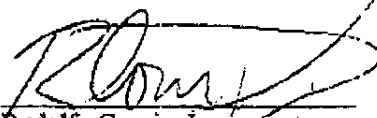
ARTICLE XV ADDRESS

The principal place of business of the Association shall be located at 10008 W. Flagler Street, #287 Miami, FL 33174, Miami, Florida, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time at any time be designated by the Board.

ARTICLE XVI INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered agent of this Corporation shall be Jorge Gurian 2100 Ponce De Leon Blvd., Ste. 600 Coral Gables, Florida 33134.

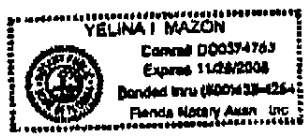
IN WITNESS WHEREOF, the undersigned incorporator has hereunto affixed his signature this 11 day of June, 2008.


Rodolfo Corujo, Incorporator

STATE OF FLORIDA)
)
COUNTY OF Miami-Dade) SS.

The foregoing instrument was acknowledged before me this 11 day of June, 2008,
by Rodolfo Corujo, who is personally known to me or who has produced
_____ (type of identification) as identification, who did/did not take an oath.

(NOTARIAL SEAL)



Yelina I. Mazon
Yelina I. Mazon
(Print Name of Notary Public)
Notary Public—State of Florida
My Commission Expires 11/28/08
Commission Number D00374753

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of the State of Florida, the following is submitted:

Having been designated as the statutory registered agent for RC II Condominium Association, Inc., a Florida not-for-profit corporation, at the place designated in this certificate, the undersigned hereby agrees to accept the same and agrees to act in this capacity, and further agrees to comply with the provisions of Florida law relative to keeping the registered office open.

Dated this 11 day of June 2008.

REGISTERED AGENT:

JORGE GURIAN

2100 PONCE DE LEON BLVD., STE. 600

CORAL GABLES FL 33134

By: [Signature]

Name: Jorge Gurian

Title: R.A.

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