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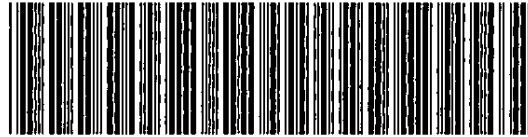
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

15 MAY 18 AM 10:32

APPROVED  
AND  
FILED

1/1

## COVER LETTER

Department of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

**SUBJECT:** Palazzo Villas of Palm Beach Condominium Association, Inc.

**(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)**

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

☐ \$70.00  
Filing Fee

☐ \$78.75  
Filing Fee &  
Certificate of  
Status

☒ \$78.75  
Filing Fee  
& Certified Copy

☐ \$87.50  
Filing Fee,  
Certified Copy  
& Certificate

**ADDITIONAL COPY REQUIRED**

**FROM:** Jack B. Owen, Jr., Esq.

Name (Printed or typed)

4500 PGA Blvd., Suite 200

Address

Palm Beach Gardens, Florida 33418

City, State & Zip

(561) 622-4521

Daytime Telephone number

josh@capitalcorporations.com

E-mail address: (to be used for future annual report notification)

**NOTE: Please provide the original and one copy of the articles.**

**ARTICLES OF INCORPORATION  
OF  
PALAZZO VILLAS OF PALM BEACH CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)**

APPROVED  
AND  
FILED  
15 MAY 18 AM 10:30  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, 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, certify as follows:

The terms with initial capital letters contained in these "Articles" are defined in the Declaration or by the Condominium Act, as amended through the date of recording the Declaration amongst the Public Records, and shall have the meaning of such terms set forth in such Declaration and Condominium Act, and as set forth below:

- A. "Declaration" means that certain Declaration of Condominium of PALAZZO VILLAS OF PALM BEACH, a Condominium, executed near or at the time of the filing of these Articles.
- B. "Director" means a member of the Board.
- C. "Voting Certificate" means "voting certificate" as defined in the Condominium Act and is the document which designates one (1) of the record title Owners, or Entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) Owner or by any Entity Owner.

**ARTICLE I  
NAME**

The name of this Association shall be PALAZZO VILLAS OF PALM BEACH CONDOMINIUM ASSOCIATION, INC., whose principal address and mailing address is 742 U.S. Highway One, Suite 210, North Palm Beach, Florida 33408.

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

A. Developer intends to develop the Condominium on property Developer owns in Palm Beach, Florida.

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 Association shall be a Member of the Corporation (as defined in the Declaration) as described in the Articles of Incorporation of the Corporation. The Corporation has been organized for the purpose of administering the covenants and obligations relating to the Condominium. All Members of the Association acquire the benefits as to use of the Condominium Property and the obligation to pay assessments as set forth in the Declaration, which are collected as set forth in the Condominium Documents.

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

B. The Association shall have all of the powers of a condominium association under the Condominium 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 governing the use of the Condominium Property (including the Units, the Limited Common Elements and the Common Elements), and any other portions of the Condominium;

2. To make, levy, collect and enforce Assessments and Charges and any other costs and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association and the Corporation, 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 Condominium Act and to use and expend the proceeds of such Assessments and Charges in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium, the Condominium Property and any other portions of the Condominium in accordance with the Declaration and the Condominium Act;

4. To reconstruct improvements of the Condominium, the Condominium Property, or any other portions of the Condominium in the event of casualty or other loss;

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

6. To employ personnel, retain independent contractors and professional personnel;

7. To enter into service contracts to provide for the maintenance, operation and management of the Condominium, the Condominium Property and any other portions of the Condominium;

8. To enter into any other agreements consistent with the purposes of the Association including, but not limited to: (i) agreements as to the management of the Condominium, the Condominium Property and any other portions of the Condominium; and

(ii) 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 shall be Common Expenses of the Condominium; and (iii) agreements with regard to the installation, maintenance and operation of a "master" television antenna system and a cable television, internet, communications and monitored alarm system;

9. To ensure its Members become and continue to be Members in accordance with the Corporation and other Condominium Documents and that they perform the functions and discharge the duties incumbent upon such membership, including, but not limited to, collecting and transmitting to the Corporation any assessments duly levied thereby; and

10. To purchase: (i) Unit(s) upon which the Association has chosen to exercise any rights of first refusal the Association may have or upon a foreclosure of a lien for Assessments 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.

#### **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 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 a 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 other instrument of conveyance amongst the Public Records 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 or 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 certified copy of the deed of conveyance or other instrument of acquisition of title to the Unit in accordance with the Declaration, together with certificate of approval.

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

1. Each Unit, including each Unit owned by the Developer, shall be entitled to only one (1) vote, which vote 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 Owners collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.

2. In matters that require a vote, voting shall take place as follows: All such matters shall be voted on by the Membership and shall be determined by a vote of the majority (unless another percentage is required in the Condominium Documents) of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. The membership shall be entitled to elect the Board as 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:

Jack B. Owen, Jr., Esq.  
4500 PGA Boulevard, Suite 200  
Palm Beach Gardens, Florida 33418

#### **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, one (1) or several Assistant Secretaries and one (1) or several Assistant Treasurers, 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, 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 3.2 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties on 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	Josh McAlees
Vice President	Brian Mylett
Secretary	Brian Mylett
Treasurer	Brian Mylett

**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 K of this Article IX. 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>
Brian Mylett	742 U.S. Hwy One, Suite 210, North Palm Beach, Fl. 33408
Josh McAlees	742 U.S. Hwy One, Suite 210, North Palm Beach, Fl. 33408
Don Diller	742 U.S. Hwy One, Suite 210, North Palm Beach, Fl. 33408

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 Owners, other than Developer ("Purchaser Members"), of twenty-five percent (25%) or more of the "Total Units" (as hereinafter defined) (as evidenced by the recordation of deeds), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at duly called meeting (the "Initial Election Meeting") by the Developer. 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. 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 IX.C.

The term "Total Units" means the number of Units contemplated for the 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:

1. Three (3) years after sales by Developer of fifty percent (50%) of the sum of the Total Units in the Condominium have been "Closed" (as hereinafter defined); or

2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Units in the Condominium have been Closed; or

3. When all of the Total Units in the Condominium have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

4. When some of the Total Units in the Condominium 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

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 the Association, relinquishes Developer's right to designate a majority of the Board.

The term "Closed" shall mean the recording of a deed or other instrument of conveyance to a Purchaser Member amongst the Public Records.

E. A majority of Directors shall be elected by the Purchaser Members other than Developer 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 shall elect the number of Directors necessary to elect a majority of the Directors (taking into account the fact that the Purchaser Members may have already elected one (1) Director) and Developer, until Developer holds for sale less than twenty-five percent (25%) of the Units operated by the Association or the Developer's Resignation Event, whichever first occurs, shall be entitled to designate one (1) Director. Developer reserves the right, until Developer holds for sale less than twenty-five percent (25%) of the Units operated by the Association or the Developer's Resignation Event, whichever first occurs, to name the successor, if any, to any Director Developer has so designated; provided, however, Developer shall in any event be entitled to exercise any right Developer may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

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



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' Meeting 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 Members subject to Developer's right to appoint a member to the Board as specified in the Condominium Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

I. 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.

J. Developer shall cause all of Developer's designated Directors to resign when Developer no longer holds at least twenty-five percent (25%) of the sum of the Units operated by the Association for sale in the ordinary course of business. In addition, Developer may at any time, in Developer's sole discretion, cause the voluntary resignation, without replacement of all of the Directors designated by Developer. The happening of either such event is herein referred to as the "Developer's Resignation Event". Within seventy-five (75) days after Developer's Resignation Event, the Association shall call, and give not less than sixty (60)-days' notice of an election for the Board; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Condominium Act. Developer specifically reserves the right to assert any right to representation on the Board that Developer may have pursuant to the Condominium Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

K. 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.

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 (1) body on matters which pertain to this Association or the Condominium.

3. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter, such determination shall be made with respect to the number of all Directors.

## **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 limited to, the following:

A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of the Condominium; collecting that portion of Operating Expenses attributable to Owners as determined in accordance with the Master Declaration; and collecting charges for cable and monitored alarm expenses as determined in accordance with the cable television agreement, if any, internet access, if any, and the monitored alarm system agreement, if any, as such assessments are described in the applicable Declaration or Master Declaration.

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 Condominiums and the Condominium Property, if any.

D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium and the Condominium Property, if any.

E. Making and amending Rules with respect to the Condominium and for the Condominium 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 other portions of the Condominium and authorizing a management agent to assist the Association in carrying out the Association's powers and duties by performing such functions as the submission of proposals, collection of Assessments, collection of Storage Space Area 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 the Association's officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act including, but not limited to, the making of Assessments, the making of Storage Space Area Assessments, promulgation of Rules 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 Condominium Property and assessing the same against Units, the 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 Condominium Act and the Condominium Documents and acquiring one (1) insurance policy to insure the Condominium Property and to allocate the premiums in a fair and equitable manner.

J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and other portions 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. Approving or disapproving of proposed purchasers of Units by gift, devise, or inheritance and other transferees and approving or disapproving of proposed lessees of Units in accordance with the provisions set forth in the Condominium Documents and the Condominium Act and collecting the highest fee allowed by the Condominium Act therefor.

M. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(k) of the Condominium Act, for the settlement of internal disputes arising regarding the operation of the Condominium among Developer, Members, the Association, their agents and assigns, and the provisions of Section 718.1255 are incorporated by reference herein.

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

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

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

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

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

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

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

## **ARTICLE XI INDEMNIFICATION**

Every Director and every officer of the Association (and the Directors and/or officers as a group) (hereinafter individually as "Indemnitee" and collectively as "Indemnities") shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, paralegal charges and court costs (at all trial and appellate levels) reasonably incurred by or imposed upon Indemnities in connection with any proceeding, litigation or settlement in which Indemnities may become involved by reason of Indemnities being or having been a Director and/or officer of the Association. The foregoing provisions for indemnification shall apply whether or not Indemnities are Directors and/or officers 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 an Indemnitee admits or is adjudged to have engaged in willful misfeasance or malfeasance in the performance of such Indemnitee's 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 Indemnities may be entitled whether by statute or common law. The indemnification hereby afforded to Indemnities 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 and/or officers, including, but not limited to Developer.

## **ARTICLE XII BYLAWS**

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

## **ARTICLE XIII AMENDMENTS**

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

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

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

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

3. At such meeting a vote of the Members shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon; or

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

C. So long as Developer holds title to a Unit, Developer shall be entitled to vote on all amendments made pursuant to Paragraph XIII.B. above.

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

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

F. 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 Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any Institutional Mortgagee without such Institutional Mortgagee's prior written consent.

#### **ARTICLE XIV EMERGENCY POWERS**

The following shall apply to the extent not viewed to be in conflict with the Condominium 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. One (1) 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.

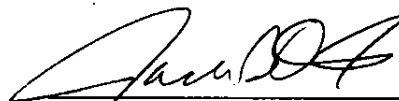
D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

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.

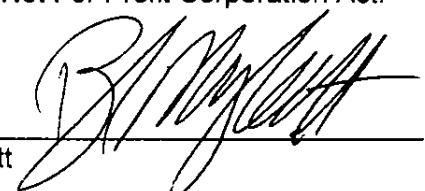
#### ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 742 U.S. Highway One, Suite 210, North Palm Beach, Florida 33408, and the initial registered agent of the Association at that address shall be Brian Mylett.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 8th day of May, 2015.

  
Jack B. Owen, Jr.

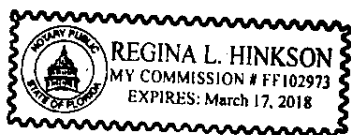
The undersigned hereby accepts the designation of Registered Agent of PALAZZO VILLAS OF PALM BEACH CONDOMINIUM ASSOCIATION, INC., as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

  
Brian Mylett

STATE OF FLORIDA           )  
  )SS:  
COUNTY OF PALM BEACH )

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared Jack B. Owen, Jr., to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation 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 14th day of MAY 2015.



Regina L. Hinkson  
Notary Public, State of Florida  
Print name: REGINA L. HINKSON  
Commission No.: FF102973  
My Commission Expires: 3-17-18

STATE OF FLORIDA           )  
  )SS:  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 13th day of MAY, 2015, by Brian Mylett as Registered Agent, who is personally known to me or who has produced \_\_\_\_\_ as identification.



Regina L. Hinkson  
Notary Public, State of Florida  
Print name: REGINA L. HINKSON  
Commission No.: FF102973  
My Commission Expires: 3-17-18