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INC

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AMENDED AND RESTATED  
ARTICLES OF INCORPORATION

OF

3621 SOUTH OCEAN VILLAS CONDOMINIUM ASSOCIATION, INC.  
(a Florida Corporation Not-for-Profit)

FILED  
2016 JUN 10 PM 9:26  
TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

Pursuant to the provisions of section 617.1007, Florida Statutes, there being no members of the Corporation, the Board of Directors of this Florida Not For Profit Corporation adopts the following Amended and Restated Articles of Incorporation:

The terms contained in these "Articles" as are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act") as amended through the date of recording the first Declaration in the Public Records of Palm Beach County, Florida, shall have the meaning of such terms as set forth in the Act or the Declaration (provided the definition in the Declaration is in accordance with the Act), and, for clarification, the following terms will have the following meanings:

- A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration in the Public Records.
- B. "Articles" mean these Articles of Incorporation of the Association.
- C. "Assessments" means "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) that from time to time are assessed against an Owner.
- D. "Association" means 3621 South Ocean Villas Condominium Association, Inc., a Florida corporation not for profit, responsible for operating 3621 South Ocean Villas Condominium.
- E. "Board" means the Board of Directors of the Association.
- F. "Bylaws" mean the Bylaws of the Association.
- G. "Common Elements" mean the portion of the Condominium Property not included in the Units and may include "Limited Common Elements".
- H. "Common Expenses" mean expenses for which the Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include: expenses incurred in connection with operation, maintenance, repair or replacement of the "Common Elements" and "Limited Common Elements" (as defined in the Declaration), costs of operation, maintenance, repair or replacement of property owned by the Association; costs of carrying out the powers and duties of the Association, cost of insurance coverage insurance on the Condominium Property; and any other expenses designated as Common Expenses from time to time by the Board.
- I. "Common Surplus" means the excess of receipts of the Association collected on behalf of any Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.
- J. "Condominium" means that portion of the real property and improvements thereon which is submitted to condominium ownership by the recording of a Declaration of Condominium for 3621 South Ocean Villas Condominium.
- K. "Condominium Documents" mean in the aggregate the Declaration, these Articles, the Bylaws and all of the instruments and documents referred to therein and executed in connection with Condominium.
- L. "Condominium Property" means the real property submitted to condominium ownership pursuant to a Declaration of a Condominium and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and Limited Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.
- M. "County" means Palm Beach County, Florida.

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N. "Declaration" means a Declaration of Condominium, to which these Articles are an Exhibit, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

O. "Developer" means 3621 Highland Beach Holdings, LLC, a Florida limited liability company, its successors, grantees and assigns. An Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

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

Q. "Member" means a member or members of the Association as described in Article IV hereafter.

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

S. "Public Records" mean the Public Records of Palm Beach County, Florida.

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

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

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

#### ARTICLE I NAME

The name of this Association shall be 3621 SOUTH OCEAN VILLAS CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is initially 1691 Michigan Ave, Suite 446, Miami Beach, FL 33139-2520.

#### ARTICLE II PURPOSE OF ASSOCIATION

A. The Association shall be the condominium association responsible for the operation of 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.

B. 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 and certain of the improvements located therein; and to be a member of the Association, 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 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:

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1. To make, establish and enforce reasonable Rules and Regulations governing the use of the Condominium Property (including the Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents, 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 in accordance with the applicable Declaration and the Act;

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

5. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs are Common Expenses of the Condominium;

6. To purchase: (i) Unit(s) 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 a Declaration of Condominium, 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 in 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, 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 applicable Declaration. New Members shall deliver to the Association a certified copy of the deed of conveyance, letter of approval or other instrument of acquisition of title to the Unit in accordance with the provisions of the Declaration.

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.

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2. The membership shall be entitled to elect the Board as provided in Article IX of these Articles

#### ARTICLE V TERM

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State, Division of Corporations, Tallahassee, Florida. The Association shall have perpetual existence unless and until the Condominium is terminated pursuant to the provisions of its Declaration, in which event the Association shall be dissolved in accordance with Florida law.

#### ARTICLE VI INCORPORATOR; REGISTERED AGENT

The name and address of the Incorporator of these Articles is as follows: Gregory R. Cohen, Esq., Cohen, Norris, Wolmer, Ray, Telepman & Cohen, 712 US Highway 1, Suite 400, North Palm Beach, Florida 33408. The Association appoints the following as the initial registered agent and registered office in the State of Florida: Gregory R. Cohen, Esq., Cohen, Norris, Wolmer, Ray, Telepman & Cohen, 712 US Highway 1, Suite 400, North Palm Beach, Florida 33408.

#### ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, Vice President, Secretary, and a 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. 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. Such officers shall be elected annually by the Board at the first meeting of the Board following the annual members' meeting; provided, however, such officers may be removed and replaced by the Board in the manner provided in the Bylaws.

#### 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:

<u>Officer</u>	<u>Name</u>	<u>Address</u>
President	Joshua McAlees	1691 Michigan Ave Suite 445 Miami Beach FL 33139-2520
Vice-President	Sean Posner	1691 Michigan Ave Suite 445 Miami Beach FL 33139-2520
Secretary/Treasurer	Bill Hennessy	1691 Michigan Ave Suite 445 Miami Beach FL 33139-2520

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# 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 I of this Article IX. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members or, if the Member is a trust, then the trustee may be a Director, or, if the Member is a corporation, limited liability company, limited partnership, or other entity, then the Director must be the owner of the primary beneficial interest of entity.

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>
Joshua McAless	1691 Michigan Ave Suite 445 Miami Beach FL 33139-2520
Sean Posner	1691 Michigan Ave Suite 445 Miami Beach FL 33139-2520
Bill Hennessy	1691 Michigan Ave Suite 445 Miami Beach FL 33139-2520

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 ("Non-Developer Members"), of fifteen percent (15%) or more of the "Units" (as evidenced by the recordation of deeds), as contemplated in the Declaration, the Non-Developer Members shall be entitled to elect one-third (1/3) of the Board. The Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Non-Developer 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 Article IX, 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 Non-Developer 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 Non-Developer 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 Article IX.

D. Non-Developer 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 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 Units in the Condominium have been Closed; or

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

4. When all of the Units in the Condominium have been completed and some have been sold to Non-Developer Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

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

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

7. When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes its 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 in the Public Records.

E. The election of not less than a majority of Directors by the Non-Developer 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 Non-Developer Members shall elect one (1) Director, and the 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 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.

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 or the Declaration (provided the provision in the Declaration is in accordance with 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 Non-Developer 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 Non-Developer 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 sum of the Units in the Condominium 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 the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. 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 that Developer may have pursuant to the Act. Within 75 days after the unit owners other than the Developer are entitled to elect a member or members of the Board, the Association shall call, and give not less than 60 days notice of an election for the members of the Board.

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. Secret ballots and the Bylaws procedures are to be used.

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.

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2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters that pertain to this Association.

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

4. 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 of the 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 be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses of the Condominium.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Condominium.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium administered by the Association and the Association Property, if any.
- E. Making and amending Rules and Regulations with respect to the Condominium administered by the Association and for the 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, the Association Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.
- H. Paying taxes and Assessments which are or may become liens against the Common Elements of the Condominium administered by the Association, and "Association Property" (as defined in the Act) 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, without limitation, Members, the Association, the Association Property, and the officers and directors of the Association against casualty and liability in accordance with the Act and the Condominium Documents 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 of the Condominium administered by the Association 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.
- L. Approving or disapproving of proposed purchasers of Units by gift, devise, or inheritance

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and other transferees and approving in accordance with the provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed by the Act.

M. Engaging in mandatory nonbinding arbitration as provided for in Section 718.112(2)(l) of the 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. Maintaining an adequate number of copies of the Condominium Documents on the Association Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

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

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 Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

Q. 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.

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

#### ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

#### ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting 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

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## AMENDMENTS

A. Prior to the recording of a Declaration in the Public Records, these Articles may be amended by an instrument in writing signed by the President and the Secretary and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended; 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 in the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it 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 meeting, as per section 718.303(1)(e).

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 votes 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 consent shall be notified in writing of the passage thereof.

C. After turnover Developer may vote Developer-owned units in the same manner as any other Unit Owner except to reacquire control of the Association or selecting the majority of the Board of Directors.

D. No amendment shall 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 applicable 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 a Declaration(s), recorded in the Public Records as an amendment to each 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" (as defined in each Declaration) without its prior written consent.

G. The reference in these Articles of Incorporation to any Florida Statute or Florida Administrative Code provision shall include any amendment thereto or successor thereto.

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IN WITNESS WHEREOF, the Board of Directors has adopted these Amended and Restated Articles of Incorporation this 6 day of June, 2016.

  
Joshua McAlees, Director

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