

**N17000000954**

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**FLORIDA PROFIT/NON PROFIT CORPORATION  
FORUM III LAND CONDOMINIUM ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION  
OF  
FORUM III LAND CONDOMINIUM ASSOCIATION, INC.  
(A Florida Corporation Not for Profit)**

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 contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act") as amended through the date of recording the Declaration of Condominium of Forum III Land Condominium ("Declaration") amongst the Public Records of Palm Beach County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings. Terms used herein but not defined herein shall have the meaning given to such terms in the Declaration:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration), which from time to time are assessed against a Unit Owner.

D. "Association" means Forum III Land Condominium Association, Inc., a Florida corporation not for profit, responsible for operating Forum III Land Condominium.

E. "Association Property," if any, means that property, real and personal, which is owned or leased or dedicated to the Association for the use and benefit of its Members.

F. "Board" means the Board of Directors of the Association.

G. "Bylaws" means the Bylaws of the Association.

J. "Common Elements" means the portion of the Condominium Property not included in the Units.

K. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of any insurance on the Common Elements; and
- (ii) any other expenses designated as Common Expenses from time to time by the Board.

Unit Owners shall be obligated to pay the minor expenses necessary to continue the existence of the Association such as the filing fees due to the Florida Secretary of State and the cost to prepare any reports or returns required to be filed with the Florida Secretary of State or the Internal Revenue Service.

L. "Common Surplus" means the excess of receipts of the Association collected on behalf of Forum III Land Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

M. "Condominium" or "Forum III" means Forum III Land Condominium.

N. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with Forum III Land Condominium and all amendments to the foregoing.

O. "Condominium Property" means the real property and improvements submitted to condominium ownership pursuant to the Declaration 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 all easements intended for use in connection with Forum III Land Condominium, all as more particularly described in the Declaration.

P. "County" means Palm Beach County, Florida.

Q. "Declaration" means the Declaration of Condominium of Forum III Land Condominium, and all amendments thereto, by which the Forum III Land Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

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

S. "Member" means a member of the Association.

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

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

V. "Public Records" means the Public Records of the County.

W. "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 other entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

X. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

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

The name of this Association shall be FORUM III LAND CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is c/o Panther Capital Management, LLC, 333 South Miami Avenue, Suite 150, Miami, Florida 33130.

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

A. The condominium shall be the only condominium administered by the Association.

B. 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 Unit Owner shall be a Member of the Association as provided in these Articles.

C. The purpose for which this Association is organized is to maintain, operate and manage Forum III Land Condominium, including the Common Elements and Association Property, if any, and to own portions of, operate, lease, sell, trade and otherwise deal with certain 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 Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Association Property, if any, and the Common Elements, and the levying and collection of Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units, the Association Property, if any, 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 Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of Forum III Land Condominium, and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;
3. To maintain, repair, replace and operate the Common Elements and Association Property, if any, in accordance with the Declaration and the Act;
4. To reconstruct improvements on the Common Elements and Association Property, if any, in the event of casualty or other loss;
5. To enforce by legal means the obligations of the Members and the provisions of the Condominium Documents and the Act;
6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, administration and management of the Common Elements and Association Property, if any, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Common Elements and Association Property, if any, and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of Forum III Land Condominium;

7. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Elements in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

#### ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as the Forum III Land Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of this Association shall be comprised solely of members of the "Board" (as defined in Article IX hereof).

B. Once Forum III Land Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners shall be entitled to exercise all of the rights and privileges of the 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 Unit Owner shall terminate as to that Unit. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his/her/its membership or his/her/its share in the funds and assets of the Association except as an appurtenance to his/her/its Unit.

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

1. Each Unit shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and the other 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 and/or entity, such Unit Owners collectively shall only be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration.

2. Matters that require a vote of the Unit Owners shall be voted on by the Unit Owners and shall be determined by a vote of the majority of such Unit Owners in attendance at any meeting having a quorum (as determined in accordance with the Bylaws); provided, however, a unanimous vote of all three (3) Unit Owners shall be required to either (i) amend any of the Condominium Documents, or (ii) approve any matter that materially impact, disadvantages, or discriminates against any one Unit Owner vis-à-vis the other Unit Owners.

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

4. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

#### ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

#### ARTICLE VI INCORPORATOR

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

Mark F. Grant  
200 East Broward Boulevard, Suite 1800  
Fort Lauderdale, FL 33301

#### ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, a Vice President, a 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.

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" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

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	Mark Paresky
Vice President	Yana Rozental
Secretary/Treasurer	Jeffrey Krinsky

ARTICLE IX  
BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors ("Board") shall be three (3). Each Unit Owner shall appoint a Director. Directors must be Members, except that if a Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board and/or as an officer of the Association.

B. The names and addresses of the three (3) persons who are to serve as the Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Mark Paresky	c/o Panther Capital Management, LLC 333 South Miami Avenue, Suite 150 Miami, Florida 33130
Jeffrey Krinsky	c/o Panther Capital Management, LLC 333 South Miami Avenue, Suite 150 Miami, Florida 33130
Yana Rozental	c/o Panther Capital Management, LLC 333 South Miami Avenue, Suite 150 Miami, Florida 33130

C. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class.

3. Matters approved by a majority of the Directors present at a duly noticed meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided herein or in any of the Condominium Documents. Notwithstanding the foregoing, the following matters shall require the unanimous approval of all three (3) Directors:

(i) A change from the prior fiscal year as to whether reserves are (or are not) collected by the Association;

(ii) Any increase of more than ten percent (10%) from the prior year in a budgetary line item over which the Board has discretion (i.e., not including non-discretionary items such as insurance or utilities);

(iii) Any expenditure for a capital improvement costing in excess of Five Thousand Dollars (\$5,000) in the aggregate.

(iv) Any material change to the insurance coverage maintained by the Association.

(v) Any decision that materially impacts, disadvantages, or discriminates against any one Unit Owner vis-à-vis the other Unit Owners.

4. In the event of a Board Deadlock (as hereinafter defined) with respect to any matter requiring the unanimous approval of all three (3) Directors, then the dispute resolution mechanism described in Section D of this Article IX, shall be applicable.

D. Arbitration of Board Deadlocks.

1. If any Director asserts that a Board Deadlock has arisen, then such asserting Director shall give written notice thereof to all other Directors as well as the Board Arbitrator (as hereinafter defined). As used herein, the term "Board Deadlock" means the failure of the Board to agree upon any decision of material importance to the Condominium, and such failure continues for ten (10) days after any Director gives the other Directors written notice of such disagreement. The Unit Owner whose Director asserts a Board Deadlock shall pay for the Arbitrator.

2. The Board Arbitrator shall no later than five (5) Business Days after receipt of such notice, hold a preliminary, informal meeting with all Directors in an attempt to mediate such Board Deadlock. Any Director may attend such meeting in person or by telephone. If such Board Deadlock shall not be resolved at that meeting, the Board Arbitrator shall, at such mediation meeting, establish a date, not earlier than three (3) Business Days after the mediation meeting nor later than ten (10) Business Days after the mediation meeting, for a hearing (a "Hearing") to be held to resolve such Board Deadlock. Each Director shall have the right to make a written submission to the Board Arbitrator prior to any Hearing. Such submission shall be received by the Board Arbitrator and the other Directors not later than two (2) Business Days prior to the Hearing date.

3. Each Hearing shall be conducted by the Board Arbitrator and shall be conducted in an informal and expeditious manner. Directors shall have the opportunity to make a brief statement and to present evidence for its position. Any procedural matter not covered herein shall be governed by the amended 2007 edition of the CPR Rules for the Arbitration of Business Disputes.

4. The Hearing shall be held in West Palm Beach, Florida unless otherwise agreed to by the Directors. Any Director may attend such Hearing in person or by telephone. The Board Arbitrator may, at its option, visit the Condominium to make an independent review in connection with any Board Deadlock; provided, however, any Director shall have the right to attend such visit along with the Board Arbitrator.

5. Pending resolution of the Board Deadlock, the Board may not implement the matter which is the subject of such Board Deadlock; provided, however, if the Board Deadlock relates to the Condominium budget, then the budget from the preceding year shall continue in force until resolution of the Board Deadlock.

6. The Board Arbitrator shall render a decision, in writing, as to any Board Deadlock not later than two (2) Business Days following the conclusion of the Hearing and shall provide a brief written basis for his or her decision not later than five (5) Business Days thereafter. As to each Board Deadlock, the Board Arbitrator's decision shall be limited to determining only which of the Director's asserted positions shall prevail, and the Board Arbitrator may not award any other or different relief.

7. The decision of the Board Arbitrator shall be final and binding on the Association for all purposes and may be entered in any court of competent jurisdiction.

8. Within thirty (30) days after the recording of the Declaration amongst the Public Records of Palm Beach County, Florida, the Directors shall unanimously agree upon and designate a "Board Arbitrator" with regard to all Board Deadlocks which shall arise and such individual shall acknowledge in writing their agreement to serve as the Board Arbitrator. If the Directors cannot unanimously agree on a Board Arbitrator, or if such party is not able to serve when requested to do so, then any Director may ask the CPR Institute for Dispute Resolution to select a Board Arbitrator.

#### 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 Units to defray the costs of the Common Expenses; collecting that portion of Common Expenses attributable to Unit Owners in Forum III Land Condominium as determined in accordance with the Declaration.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing, replacing, adding to and operating the Common Elements within Forum III Land Condominium.

D. Reconstructing improvements comprising the Common Elements after casualties and losses and making further authorized improvements within Forum III Land Condominium.

E. Making and amending rules and regulations with respect to Forum III Land Condominium administered by the Association and for the Condominium Property and Association Property, if any.

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

G. Contracting for the management and maintenance of the Common Elements and Association Property, if any, 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 Forum III Land Condominium administered by the Association and assessing the same against Units within such Condominium, the Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and acquiring one insurance policy to insure the Common Elements and Association Property, if any to allocate the premiums therefor in accordance with the Declaration.

J. Paying costs of all power, water, sewer and other utility services rendered to the Common Elements and Association Property, if any, of any Forum III Land Condominium administered by the Association and not billed directly to Unit Owners.

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. Ensuring that the following contracts shall be in writing:

(i) 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.

(ii) 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 not exempted from the foregoing requirement by the Act, as the Act may be amended from time to time.

M. Obtaining competitive bids for materials, equipment and services where required by the Act.

N. All other powers and duties reasonably necessary to operate and maintain Forum III Land Condominium administered by the Association 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 legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon him, her or them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she 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 or her 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.

#### ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the Board and thereafter may be altered, amended or rescinded only as provided therein. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

#### ARTICLE XIII

### AMENDMENTS

A. These Articles may be amended only upon the unanimous written approval of all Members.

B. 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.

C. 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.

D. 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 the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in the Declaration) without its prior written consent.

### ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph 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 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.

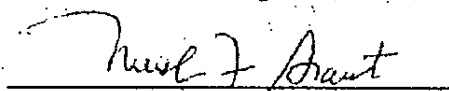
D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic or pre-catastrophic event.

#### ARTICLE XV REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1200 South Pine Island Road, Plantation, Florida 33324, and the initial registered agent of the Association at that address shall be NRAI Services, Inc.

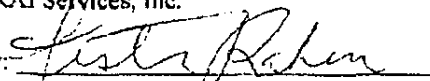
IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 30<sup>th</sup> day of January, 2017.

  
MARK F. GRANT, Incorporator

The undersigned hereby accepts the designation of Registered Agent of Forum III Land Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he/she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

NRAI Services, Inc.

By:

  
KRISTEN RAHM, Assistant Secretary

Dated: January 30<sup>th</sup>, 2017