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### A. KOSS, ATTORNEY AT LAW, P. A.

**OCEAN BANK BUILDING** 

782 N. W. 42nd Avenue - Suite 450, Miami, Florida 33126

SATELLITE OFFICE IN NAPLES, FLORIDA

A. Koss, Esq.

Website: A. Koss Attorney

Telephone (305) 443-4343 Fax No. (305) 445-8830

Email: akossattorney@bellsouth.net

February 28, 2017

Florida Department of State Division of Corporations 2661 Executive Center Circle Tallahassee, FL 32301

Re:

Flightway Eight Industrial Park Condominium Association, Inc.

Articles of Incorporation

To Whom it May Concern,

Enclosed please find the filing information form and Articles of Incorporation and a check in the amount of \$87.50.

Please process this corporation.

Very truly yours,

A. KOSS, ESQ.

## FLIGHTWAY EIGHT INDUSTRIAL PARK CONDOMINIUM ASSOCIATION, INC.

#### ARTICLES OF INCORPORATION

The undersigned Incorporator, by these Articles, does so for the purpose of forming a not-for-profit corporation pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes), and hereby adopts the following Articles of Incorporation:

#### **ARTICLE I**

#### NAME

The name of the Corporation shall be Flightway Eight Industrial Park Condominium Association, Inc. For convenience, the Corporation shall be referred to in this instrument as the "Association" or the "Corporation," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

#### **ARTICLE II**

#### **PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718. Florida Statutes (the "Act") for the operation of that certain condominium to be known as Flightway Eight Industrial Park Condominium (the "Condominium"), which may be established in Miami-Dade County, Florida and which the developer elects to be governed by the Association. The developer of the Condominium is FLIGHTWAY EIGHT, LLC, a Florida Limited Liability Company and is hereinafter referred to as the "Developer."

#### ARTICLE III

#### **DEFINITIONS**

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium ("Declaration") for the Condominium, and the By-laws of the Association, unless herein provided to the contrary, or unless the context otherwise requires.

#### ARTICLE IV

#### **POWERS**

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

- 4.1 <u>General</u>. The Association shall have all of the common law and statutory powers of a not-for-profit Corporation under the laws of Florida that are not in conflict with the provisions of these Articles or of the Act.
- 4.2 <u>Enumeration</u>. The Association shall have all the powers and duties set forth in the Act (except as to variances in these Articles and the Declaration which are permitted by the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to its Declaration, and as they may be amended from time to time, including, but not limited to, the following:
- A. To make and collect Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- B. To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominium.
- C. To maintain, repair, replace, reconstruct, add to, and operate the Condominium and other property acquired or leased by the Association for use by Unit Owners.
- D. To purchase insurance upon the Condominium and insurance for the protection of the Association, its officers, directors, and Members as Unit Owners, and such other parties as the Association may determine in the best interest of the Association.

- E. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium and for the health, comfort, safety and welfare of the Unit Owners.
- F. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of Units as may be provided by the Declaration
- G. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-laws, and the rules and regulations for the use of the Condominium.
- H. To contract for the management of the Condominium, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association, except (1) those which require specific approval of the Board of Directors or the membership of the Association; (2) those which are incapable of being delegated as same may be contrary to the Declaration or the By-laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation.
- t. To employ personnel to perform the services required for proper operation of the Condominium.
- J. To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the Board of Directors may deem in the best interests of the Condominium.
- 4.3 <u>Assets of the Association</u>. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.
- 4.4 <u>Limitation</u>. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-laws.

#### **ARTICLE V**

#### **MEMBERS**

- 5.1 Membership. The Members of the Association shall consist of all of the record Owners of Units in the Condominium; and, after termination of the Condominium, if same shall occur, the Members of the Association shall consist of those who are Members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a condominium parcel in the Condominium, whether by conveyance, devise, judicial decree, or otherwise subject to the provisions of the Declaration, and by the recordation amongst the Public Records of Miami-Dade County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument. The new Owner designated in such deed or other instrument shall thereupon become a Member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.
- 5.2 <u>Assignment.</u> The share of a Member in the funds and assets of the Association, in its common elements and its common surplus, and membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 <u>Voting.</u> On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. Said votes shall be exercised or cast in the manner provided by the Declaration and By-laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.
- 5.4 <u>Meetings</u>. The By-laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

#### **ARTICLE VI**

#### TERM OF EXISTENCE

The Association shall have perpetual existence.

Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

#### **ARTICLE XI**

#### BY-LAWS

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

#### ARTICLE XII

#### **AMENDMENTS**

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

- 12.1 <u>Notice</u>. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.
- 12.2 <u>Adoption.</u> A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. The approvals must be either:
- A. Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than eighty percent (80%) of the entire membership of the Association, or
- B. By not less than ninety percent (90%) of the votes of the entire membership of the Association.
- 12.3 <u>Limitation</u>. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3 and 4.4 of Article 4, entitled "Powers," without approval in writing by all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the developer, or an affiliate, beneficiary or designee of the Developer, unless the Developer shall join in the execution of the amendment. In addition, any amendment which would affect the surface water management system, including, but not limited to, the drainage easements, and the water management portions of the common elements, must have the prior approval of the South Florida Water Management District.
- 12.4 <u>Recording.</u> A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Miami-Dade County, Florida.

#### ARTICLE XIII

#### DISSOLUTION

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

#### **ARTICLE XIV**

#### **ADDRESS**

The principal place of business of the Corporation shall be located at c/o Commercial Property Group 2325 N.W. 102<sup>nd</sup> Place, Doral, Florida 33178, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### **ARTICLE XV**

#### INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be located at c/o A. Koss, Esq., 782 N.W.  $42^{n\sigma}$  Avenue, Suite 450, Miami, Florida 33126, and the initial registered agent of the Corporation at that address is A. Koss, Esq.

IN WITNESS WHEREOF, the Incorporator has affixed his signature this 2 day of March 2017.

> A. KOSS, ESQ. **INCORPORATOR**

#### ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XV OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS 1st DAY OF MARCH 2017.

A. KOSS, ESQ. (Registered Agent)

STATE OF FLORIDA COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY that on this 1st day of March 2017 personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, A. KOSS, ESQ., who is personally known to me, and to me known to be the individual described in and who executed the foregoing instrument as Incorporator to the Articles of Incorporation and also as the Registered Agent of FLIGHTWAY EIGHT INDUSTRIAL PARK CONDOMINIUM ASSOCIATION. INC., a Florida Corporation not for profit, and he acknowledged to and before me that he signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the

county and state last aforesaid, the day and year last above written.

LISI LOPEZ MY COMMISSION #FF007012 EXPIRES April 10, 2017 FloridaNotaryService D

LISI LOPEZ, NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: