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FLORIDA PROFIT/NON PROFIT CORPORATION
AVENTURA PARKSQUARE EAST BLOCK SHARED FACILITIES
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**ARTICLES OF INCORPORATION
OF
AVENTURA PARKSQUARE EAST BLOCK SHARED FACILITIES MAINTENANCE
ASSOCIATION, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned Incorporator, desiring to form a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, hereby adopts the following Articles of Incorporation ("Articles"):

ARTICLE I
NAME

The name of the corporation shall be **AVENTURA PARKSQUARE EAST BLOCK SHARED FACILITIES MAINTENANCE ASSOCIATION, INC.** (hereinafter referred to as the "Corporation" or "Shared Facilities Maintenance Association").

ARTICLE II
OFFICE

The principal office and mailing address of the Corporation is 150 SE 2nd Avenue, Suite 800, Miami, Florida 33131, or at such other place as may be subsequently designated by the Board. All books and records of the Shared Facilities Maintenance Association shall be kept at its principal office or at such other place as may be permitted by Applicable Law.

ARTICLE III
PURPOSES AND POWERS

The capitalized terms not otherwise defined herein shall have the meanings, if any, given to them in that certain Declaration of Shared Facilities Easements, Covenants, and Restrictions for Aventura ParkSquare East Block recorded or to be recorded in the Public Records of Miami-Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "East Block Declaration" or "Declaration") unless the context clearly requires otherwise.

3.01 **Purposes.** The Corporation is organized and shall be operated as a corporation not for profit for the purpose of the execution, performance, administration and enforcement of all the terms and conditions of the East Block Declaration, the maintenance of the Shared Facilities for the benefit of the Members of the Corporation, and such other purposes as are set forth in the East Block Declaration. The Corporation is not intended to be a condominium association regulated under Chapter 718, Florida Statutes, or a homeowners' association regulated under Chapter 720, Florida Statutes, and no portion of the Shared Facilities shall be deemed to be common elements or common areas of the Corporation, and nothing in these Articles shall be deemed to make the Corporation an association within the meaning of said Chapters 718 and 720, Florida Statutes, or to subject it to the jurisdiction thereof.

3.02 **Powers.** The Corporation shall have only those powers set forth in the East Block Declaration, including, without limitation, the power to:

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(a) make and collect Assessments and other charges against Members and Owners (whether or not such sums are due and payable to the Shared Facilities Maintenance Association), and to use the proceeds thereof in the exercise of its powers and duties;

(b) maintain, repair, reconstruct, replace, and otherwise manage the Shared Facilities, and all improvements thereon, as the Shared Facilities Maintenance Association, in its sole discretion, considers necessary or appropriate;

(c) obtain, for the benefit of the East Block Properties, any commonly metered or submetered water, sanitary sewage and electric services, and provide for all refuse collection and cable or master television service (if any), as necessary;

(d) grant easements, rights of way or strips of land, where necessary, for utilities, cable television, water and sewer facilities and other services over all or any portions of the Shared Facilities;

(e) maintain such policy or policies of liability, casualty and other insurance with respect to the Shared Facilities and other portions of the East Block Properties (including any or all of the East Block Lots), and the personal property located thereon or used in connection therewith;

(f) assign or delegate, in its sole and absolute discretion, the rights (but not the obligations) to any or all of its responsibilities and obligations under the East Block Declaration to a Condominium Association, an East Block Lot Owner, or to any committees, officers or employees thereof, or to the Master Association;

(g) employ or contract with a management company, which may be an affiliate of the Declarant, or with other parties to perform all or any part of the duties and responsibilities of the Corporation, and, in its sole and absolute discretion, to delegate, at its sole option, any or all of its powers to a Condominium Association, an East Block Lot Owner, or to any committees, officers or employees thereof, or to the Master Association;

(h) install and maintain the Controlled Access Facilities, if any, and any such other safety devices, detectors and communications facilities within the Shared Facilities, and employ or contract for employment of such security services, guards and watchmen, if any, for the Shared Facilities as the Corporation considers necessary or appropriate, in its sole and absolute discretion, although it does not guarantee and it shall not be responsible or liable for any injury, loss, or other damages suffered by anyone as a result of the inadequacy of any such services;

(i) subject to the provisions of the East Block Declaration, utilize any and all portions of the Shared Facilities in such manner as may be determined by the Corporation, in its sole and absolute discretion;

(j) the power to act as the exclusive agent of the East Block Lot Owners, Unit Owners and Condominium Associations with respect to the Restrictive Covenant, including, without limitation, the power to execute any and all documents or consents required by all governmental and/or quasi-governmental agencies in connection with Restrictive Covenant; and

(k) take such other actions which the Corporation, in its sole and absolute discretion, may deem necessary or advisable, as may be permitted under the East Block Declaration.

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The foregoing statement of purposes shall be construed as a statement both of purpose and of powers, and such purposes and powers shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause or statement, but shall be broadly construed as independent purposes and powers.

ARTICLE IV
MEMBERS

4.01 **Membership.** The Members of the Shared Facilities Maintenance Association shall be as follows:

- (a) **Condominium Associations.** Each Condominium Association shall be a Class A Member of the Shared Facilities Maintenance Association and shall be a Voting Member.
- (b) **East Block Lot Owners and Owners of Signage Parcels.** Each East Block Lot Owner and each Owner of a Signage Parcel (if any) shall be a Class A Member of the Shared Facilities Maintenance Association and shall be a Voting Member.
- (c) **Declarant.** The Declarant shall be the sole Class B Member of the Shared Facilities Maintenance Association, until termination of the Class B Membership as provided in these Articles, and shall be a Voting Member. Upon the termination of the Class B Membership, the Declarant shall become a Class A Member (if the Declarant then owns any Unit or East Block Lot), and shall continue to be a Voting Member as to any such Unit(s) or East Block Lot(s).

4.02 **Members' Voting Rights.** On all matters upon which the Members shall be entitled or required to vote, each Voting Member shall have the following number of votes:

- (a) Each Condominium Association shall have one (1) vote.
- (b) Each East Block Lot Owner (other than the East Parking Garage Lot Owner) shall be entitled to cast one (1) vote.
- (c) The East Parking Garage Lot Owner shall be entitled to cast four (4) votes.
- (d) Each Owner of a Signage Parcel shall be entitled to cast one (1) vote.
- (e) The Declarant shall have twenty-five (25) votes so long as the Declarant is the Class B Member.

4.03 **General Matters.** Unless otherwise specified, when reference is made in these Articles, or in the East Block Declaration, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Voting Members, such reference shall be deemed to refer to a majority or specific percentage of the voting interests of the Voting Members represented at a duly constituted meeting of their Voting Members voting for them (i.e., one for which proper notice has been given and at which a quorum exists) and not of the Voting Members themselves.

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4.04 Meetings of Members. The By-Laws shall provide for an annual meeting of Members, and may provide for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if at least fifty-one percent (51%) of the total voting interests by the Voting Members shall be represented at the meeting by the respective Members. Unless otherwise specifically required by law, references herein and in the East Block Declaration, By-Laws and other documents administered by or binding on the Shared Facilities Maintenance Association shall be deemed to refer to meetings and voting interests of the Members.

**ARTICLE V
BOARD OF DIRECTORS**

5.01 Management by Directors. The property, business and affairs of the Shared Facilities Maintenance Association shall be managed by a Board, which shall consist of seven (7) directors. The By-Laws shall provide for meetings of directors, including annual meetings.

5.02 Initial Board of Directors. The names and addresses of the initial Board of Directors of the Corporation are:

<u>Name</u>	<u>Address</u>
Cory Yeffet ✓	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
Nicolas Esper ✓	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
Darin M. Montgomery ✓	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
Eduardo I. Otaola ✓	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
Nelson Stabile ✓	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
Victor Ballestas ✓	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
• Paulo Tavares de Melo	150 SE 2nd Avenue, Sulte 800 Miami, FL 33131

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5.03 Appointment of Directors. The Directors shall be elected or appointed as follows:

- (a) The Declarant shall have the right to appoint all of the Directors of the Shared Facilities Maintenance Association (and their replacements) until termination of the Class B Membership.

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(b) The Class B Membership will terminate and convert automatically to a Class A Membership (if the Declarant then owns any Unit or East Block Lot), upon the happening of any of the following, whichever occurs first:

(i) The Declarant records a disclaimer of its Class B Membership in the Public Records; or

(ii) Three (3) months after eighty-five percent (85%) of the East Block Lots have been conveyed to Owners other than the Declarant or a Non-Declarant Party. For purposes of this Section 5.03(b)(ii), an East Block Lot which is a Condominium shall be deemed to have been conveyed to "Owners other than the Declarant or a Non-Declarant Party" upon the transfer of control of the applicable Condominium Association to unit owners other than the developer of such Condominium.

Upon termination of the Class B Membership, all provisions of these Articles, or in the East Block Declaration, or the By-Laws referring to Class B Membership will be of no further force or effect.

(c) Upon termination of the Class B Membership, the Board of Directors of the Shared Facilities Maintenance Association shall be appointed as follows: (a) one (1) director shall be appointed by the ParkSquare Residences Condominium Association; (b) one (1) director shall be appointed by the ParkSquare Offices Condominium Association; (c) two (2) directors shall be appointed by the East Parking Garage Lot Owner; (d) one (1) director shall be appointed by the East Restaurant/Retail Lot Owner; (e) one (1) director shall be appointed by the Plaza Lot Owner; and (f) one (1) director shall be appointed by a majority of the Owner(s) of the Signage Parcel(s). Notwithstanding anything to the contrary contained herein, in the event that any East Block Lot is submitted to condominium ownership, the Condominium Association governing such Condominium shall have the same rights to elect or appoint directors as did the East Block Lot Owner of such East Block Lot.

(d) Upon the termination of the Class B Membership and to the fullest extent not prohibited under Applicable Law, the Declarant may also exercise the right to appoint any Declarant-owned voting interests in the same manner as any other Voting Member.

5.04 Appointment of Board of Directors. Unless otherwise provided in these Articles, directors elected or appointed by the Members shall be elected or appointed at the annual meeting of the Members as provided in the By-Laws. The By-Laws may provide for the method of voting for the election and for the removal from office of directors.

5.05 Duration of Office. Directors elected or appointed by the Members shall hold office until the next succeeding annual meeting of the Members and thereafter until qualified successors are duly elected or appointed and have taken office.

5.06 Vacancies. A director elected or appointed by a Voting Member, except those appointed by the Declarant, may only be removed by such Voting Member, and any vacancy on the Board shall be filled by the Voting Member that appointed the resigning or removed director.

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ARTICLE VI
OFFICERS

6.01 Officers Provided For. The Shared Facilities Maintenance Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

6.02 Election and Appointment of Officers. The officers of the Shared Facilities Maintenance Association, in accordance with any applicable provision of the By-Laws, shall be elected or appointed by the Board annually for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election for the removal from office of officers, for the filling of vacancies and for the duties of the officers. Officers may or may not be directors of the Shared Facilities Maintenance Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers until the office of President has been filled by the Shared Facilities Maintenance Association. If any office other than that of the President shall become vacant for any reason, the Board may elect or appoint an individual to fill such vacancy.

6.03 First Officers. The names and addresses of the first officers of the Shared Facilities Maintenance Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
President: Darin M. Montgomery	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
Vice President: Eduardo Otaola	150 SE 2nd Avenue, Suite 800 Miami, FL 33131
Secretary/Treasurer: Nicolas Esper	150 SE 2nd Avenue, Suite 800 Miami, FL 33131

ARTICLE VII
BY-LAWS

The Board shall adopt By-Laws consistent with these Articles. Such By-Laws may be altered, amended, repealed or rescinded by the Members in the manner set forth in the By-Laws.

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ARTICLE VIII
AMENDMENTS

8.01 Approval of Amendments. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Voting Members for adoption or rejection by affirmative vote of two-thirds of the total voting interests of the Voting Members.

8.02 Declarant's Right to Amend and Amendments affecting the Declarant. Notwithstanding anything to the contrary herein, during the period in which the Declarant is the Class B Member, the Declarant shall have the absolute right to amend these Articles without the consent of the Members of the Board. In addition, and anything to the contrary in these Articles notwithstanding, no amendment, rule or regulation may be adopted by the Board or by the Members, which would eliminate, modify, prejudice, abridge, impair or otherwise alter in any way the rights granted or reserved in these Articles in favor of the Declarant without the prior written approval of the Declarant in each such instance.

8.03 Amendments affecting the East Parking Garage Lot Owner. Notwithstanding anything to the contrary in these Articles, no amendment, rule or regulation may be adopted by the Board or by the Members, which would eliminate, modify, prejudice, abridge, impair or otherwise alter in any way the rights granted or reserved in these Articles in favor of the East Parking Garage Lot Owner without the prior written approval of the East Parking Garage Lot Owner in each such instance; provided, however, that nothing herein shall limit or impair the amendment rights of the Declarant.

8.04 Amendments affecting the Plaza Lot Owner. Notwithstanding anything to the contrary in these Articles, no amendment, rule or regulation may be adopted by the Board or by the Members, which would eliminate, modify, prejudice, abridge, impair or otherwise alter in any way the rights granted or reserved in these Articles in favor of the Plaza Lot Owner without the prior written approval of the Plaza Lot Owner in each such instance; provided, however, that nothing herein shall limit or impair the amendment rights of the Declarant.

8.05 Amendments affecting the Owner of a Signage Parcel. Notwithstanding anything to the contrary in these Articles, no amendment, rule or regulation may be adopted by the Board or by the Members, which would eliminate, modify, prejudice, abridge, impair or otherwise alter in any way the rights granted or reserved in these Articles in favor of the Owner of a Signage Parcel without the prior written approval of such Owner of a Signage Parcel in each such instance; provided, however, that nothing herein shall limit or impair the amendment rights of the Declarant.

8.06 Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

8.07 Conflicting Provisions. In case of any conflict between these Articles and the By-Laws, these Articles shall control and in case of any conflict between these Articles and the East Block Declaration, the East Block Declaration shall control.

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ARTICLE IX
INDEMNIFICATION

9.01 Right to Indemnification. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer, committee member, or agent of the Corporation, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding unless (a) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Corporation, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

9.02 Attorneys' Fees. To the extent that a director, officer, employee or agent of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.01 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

9.03 Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

9.04 Non-exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of Members or otherwise, both as to action in his official capacity while holding such office or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

9.05 Power to Purchase Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, committee member, employee or agent of the Corporation, or is or was serving at the request of the Corporation 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 Corporation would have the power to indemnify him against such liability under the provisions of this Article.

9.06 No Amendment. The provisions of this Article shall not be amended.

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**ARTICLE X
DISSOLUTION**

Upon dissolution of the Corporation, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency.

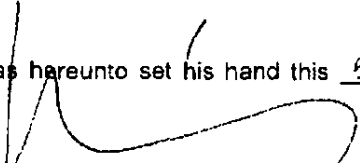
**ARTICLE XI
INCORPORATOR**

The name and address of the Incorporator of the Corporation is: Viviana E. Aspuru, Rennert Vogel Mandler & Rodriguez, P.A., 100 S.E. Second Street, Suite 2900, Miami, Florida 33131-2130.

**ARTICLE XII
REGISTERED AGENT**

The name and Florida street address of the registered agent of the Corporation is: Registered Agents of Florida, LLC, 100 Southeast Second Street, Suite 2900, Miami, Florida 33131-2130.

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 5th day of July, 2017.



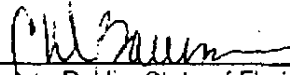
Viviana E. Aspuru, Incorporator

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me on the 5th day of July, 2017, by Viviana E. Aspuru, who is personally known to me.

[Notary Seal]:





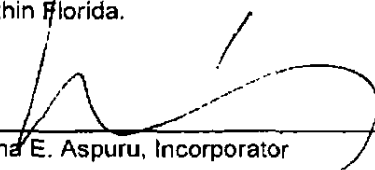
Notary Public, State of Florida at Large
Print Name: Carmen M. Barcenas
My Commission Expires: _____

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

In compliance with Section 48.091, Florida Statutes, the following is submitted:

AVENTURA PARKSQUARE EAST BLOCK SHARED FACILITIES MAINTENANCE ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Miami, State of Florida, has named Registered Agents of Florida, LLC, located at 100 Southeast Second Street, Suite 2900, Miami, FL 33131-2130, as its agent to accept service of process within Florida.




Viviana E. Aspuru, Incorporator

Dated: July 5th, 2017

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENTS OF FLORIDA, LLC, a
Florida limited liability company

By: 

Howard J. Vogel, Vice President

Dated: July 5th, 2017