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FLORIDA PROFIT/NON PROFIT CORPORATION
seaside village master association inc.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
FOR
SEASIDE VILLAGE MASTER ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME AND ADDRESS

The name of the corporation shall be Seaside Village Master Association, Inc. The principal address of the corporation shall be 6024 N. Ocean Drive, Hollywood, FL, 33019. For convenience, the corporation shall be referred to in this instrument as the "Master Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Master Association as the "By-Laws."

ARTICLE 2
PURPOSE

The purpose for which the Master Association is organized is to maintain, operate and manage the Master Association together with the personal and real property thereof.

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Master Declaration of Covenants, Conditions and Restrictions for Seaside Village (the "Declaration") to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires. In construing these Articles, the use of any gender shall include every other gender and entity.

ARTICLE 4
POWERS

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

4.1 General. The Master Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or Chapter 720 of the Florida Statutes (the "HOA Act").

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4.2 Emumeration. The Master Association shall have the powers and duties set forth in the HOA Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the HOA Act), and all of the powers and duties reasonably necessary to operate the Master Property pursuant to the Declaration and as more particularly described in the By-Laws, 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, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Master Property, and other property acquired or leased by the Master Association.
- (d) To purchase insurance upon the Master Property and insurance for the protection of the Master Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Master Property and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To enforce by legal means the provisions of the HOA Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations for the use of the Master Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.
- (g) To contract for the management and maintenance of the Master Property and Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Master Association and the Condominium Association in carrying out its powers and duties.
- (h) The power to acquire title to property; to make and collect Assessments and other charges against Unit Owners and to otherwise hold, regulate, administer, convey, lease, maintain, repair, replace and mortgage the Master Property, including the right to grant, modify or move easements which are part of or cross the Master Property.
- (i) To employ personnel to perform the services required for the proper operation, maintenance, conservation, and use of the Master Property.

4.3 Master Association Property. All funds and the title to all properties acquired by the Master 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

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and the By-Laws.

4.4 Distribution of Income; Dissolution. The Master Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Master Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Statute.

4.5 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the HOA Act, provided that in the event of conflict, the provisions of the HOA Act shall control over those of the Declaration and By-Laws.

ARTICLE 5 MEMBERS

5.1 Membership. The members of the Master Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. New members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Master Association.

5.2 Assignment. The share of a member in the funds and assets of the Master 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 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

5.4 Meetings. 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 6 TERM OF EXISTENCE

The Master Association shall have perpetual existence.

ARTICLE 7 INCORPORATOR

The name and address of the Incorporator of this Corporation is:

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NAME

ADDRESS

John Passalacqua

6024 N. Ocean Drive, Hollywood, FL, 33019

ARTICLE 8
OFFICERS

The affairs of the Master Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Master Association at its first meeting following the annual meeting of the members of the Master Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME

ADDRESS

President: John Passalacqua

6024 N. Ocean Drive, Hollywood, FL,
33019

Vice-President: Chuck Keller

6024 N. Ocean Drive, Hollywood, FL,
33019

Secretary-Treasurer: Malcolm Resnick

6024 N. Ocean Drive, Hollywood, FL,
33019

ARTICLE 9
DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Master Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors nor more than five (5) directors, and which shall always be an odd number. During Developer control, Directors need not be Unit Owners; provided, however, upon turnover, each Director, other than any Developer appointed or elected Director shall be a Unit Owner.

9.2 Duties and Powers. All of the duties and powers of the Master Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Removal. Directors of the Master Association shall be elected at the annual meeting of the members in the manner determined by and subject to the

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qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Master Association shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President: John Passalacqua	6024 N. Ocean Drive, Hollywood, FL, 33019
Vice-President: Chuck Keller	6024 N. Ocean Drive, Hollywood, FL, 33019
Secretary-Treasurer: Malcolm Resnick	6024 N. Ocean Drive, Hollywood, FL, 33019

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity. The Master Association 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 or agent of the Master Association, 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) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he acted with fraudulent or criminal intent 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 specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the proposed indemnitee acted fraudulently, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. A director, officer, employee or agent of the Master Association shall be indemnified and promptly defended in any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith in defense of any claim referred to in Section 10.1 herein. Assessments may be made by the Master Association to cover any expenses or other amounts to be paid by the Master Association in common with the

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indemnification provided herein.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Master Association in advance of the final disposition of such action, suit or proceeding through all available appeals.

10.4 Miscellaneous. 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, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

In no event shall any party entitled to indemnity herein be deemed to have acted fraudulently with respect to the Master Association if the indemnified party acted (i) based upon advice of legal counsel or other professional advisor or (ii) in a manner consistent with reasonable business judgment.

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

10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11 BY-LAWS

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

ARTICLE 12 AMENDMENTS

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

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected

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thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

12.3 Limitation. No amendment shall make any changes in the qualifications for membership, or in the voting rights or property rights of members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the HOA Act, the Declaration or the By-Laws, 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, successor or assign of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Section 12.3 shall be effective.

12.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration, including, the Articles of the Declaration allowing certain amendments to be effected by the Developer alone.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida.

ARTICLE 13
INITIAL REGISTERED OFFICE,
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be at, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent of the Corporation shall be John Passalacqua, who shall also be a resident agent, whose address is 6024 N. Ocean Drive, Hollywood, FL, 33019.

[Execution page to follow]

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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and year set forth below.

John Passalacqua
John Passalacqua, Incorporator


COUNTY OF BROWARD

\$\$.

Print Name: _____

NOTARY PUBLIC, State of Florida

My Commission Expires:

 ILEANA ROJAS
Commission # GG 050051
Expires December 22, 2020
Bonded True Toy Fair Insurance 800-365-7010


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

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in Broward County, Florida the corporation named in the said Articles has named John Passalacqua, whose address 6024 N. Ocean Drive, Hollywood, FL, 33019, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.


REGISTERED AGENT
DATED this 8 day of January, 2018.

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CLERK OF COURT
TALLAHASSEE, FLORIDA

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