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**A. KOSS, ATTORNEY AT LAW, P. A.**  
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782 N. W. 42ND AVENUE - SUITE 530, MIAMI, FLORIDA 33126  
SATELLITE OFFICE IN NAPLES, FLORIDA

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September 28, 2018

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

Re: Flightway at Panam East Condominium Association Inc.  
Flightway at Panam West Condominium Association Inc.

To Whom it May Concern,

Enclosed please find the filing information form and Articles of Incorporation for each of the above two corporations, and a check in the amount of \$175.00 to pay for the filing fees for both.

Please process these two corporations.

Very truly yours,  
**/S/ A. KOSS**

A. KOSS, ESQ.

**FLIGHTWAY AT PANAM EAST  
CONDOMINIUM ASSOCIATION, INC.**

**ARTICLES OF INCORPORATION**

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2018 OCT -3 AM 10:00  
RECORD DATE OF FILING  
TALLAHASSEE, FLORIDA

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 at Panam East 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 at Panam East 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 NINE, 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 **General.** 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 **Enumeration.** 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

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.

I. 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 Assets of the Association. 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 Limitation. 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 Assignment. 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 Voting. On all matters upon which the membership shall be entitled to vote, there

## ARTICLE VII

### INCORPORATOR

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

<u>NAME</u>	<u>ADDRESS</u>
A. KOSS, ESQ.	782 NW 42 <sup>nd</sup> Avenue #530 Miami, Florida 33126

## ARTICLE VIII

### OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the 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 of the officers. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

President/Treasurer:	Haydee Ceballos Vazquez 890 S. Dixie Highway Coral Gables, Florida 33146
Vice President:	Ralph Merritt, Jr. 2325 N.W. 102 <sup>nd</sup> Place Doral, Florida 33178
Secretary:	Maritza Gonzalez 2325 N.W. 102 <sup>nd</sup> Place Doral, Florida 33178

## ARTICLE IX

### DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-laws, but which shall consist of not less than three (3) nor more than five (5) directors. The Developer may appoint directors pursuant to the Declaration of Condominium and the By-laws. The directors may be Unit Owners or Non-Unit Owners.

9.2 Duties and Powers. All of the duties and powers of the 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 that is specifically required.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed and

<u>NAME</u>	<u>ADDRESS</u>
Ralph Merritt, Jr.	2325 N.W. 102 <sup>nd</sup> Place Doral, Florida 33178
Haydee A. Ceballos Vazquez	Haydee A. Ceballos Vazquez 890 S. Dixie Highway Coral Gables, Florida 33146
Maritza Gonzalez	2325 N.W. 102 <sup>nd</sup> Place Doral, Florida 33178

## **ARTICLE X**

### **INDEMNIFICATION**

10.1 Indemnity. To the extent permitted by law, the 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 (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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 and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the Members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association.

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 **Notice.** 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 **Adoption.** 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 **Limitation.** 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 **Recording.** 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

**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<sup>nd</sup> Avenue, Suite 530, 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 1 day of October 2018.



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 1 DAY OF OCTOBER 2018.

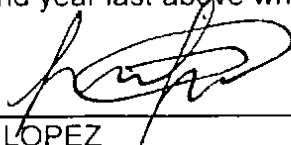


A. KOSS, ESQ.  
(Registered Agent)

STATE OF FLORIDA           )  
COUNTY OF MIAMI-DADE   )

I HEREBY CERTIFY that on this 1 day of October 2018 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 AT PANAM EAST 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  
NOTARY PUBLIC, STATE OF FLORIDA