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The Shores at Biscayne Condominium Association, Inc.

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SECRETARY OF STATE
TALLAHASSEE, FL

Articles of Incorporation
of
The Shores at Biscayne Condominium Association Inc.
(a Florida corporation not for profit)

In order to form a corporation not for profit under the laws of the State of Florida, we, the undersigned, do hereby associate ourselves into a corporation for the purposes herein specified and to that end we do by these Articles of Incorporation set forth:

ARTICLE I

NAME AND OFFICE

The name of the corporation shall be The Shores at Biscayne Condominium Association Inc., hereinafter referred to as the "Association".

The principal office and mailing address of the Association shall be at 11098 Biscayne Blvd., Suite 401-29, Miami, Florida 33161, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE II

PURPOSE

The purpose and objectives of the Association shall be to administer the operation and management of The Shores at Biscayne Condominium (the "Condominium") in accordance with the Florida Condominium Act (the "Act") as it exists of the date hereof, upon land situated in Miami-Dade County, Florida, in accordance with the rights reserved by Developer as contained in the Declaration of Condominium of The Shores at Biscayne Condominium, recorded in the Public Records of Miami-Dade County, Florida and to perform the acts and duties incident to the administration, operation and management of such condominium in accordance with the terms, provisions, conditions and authorizations of these Articles of Incorporation, the Bylaws of the Association to be adopted (the "Bylaws") and in the formal Declaration of Condominium (the "Declaration") which will be recorded in the Public Records of Miami-Dade County, Florida, when the land and the improvements constructed thereof are submitted to the condominium form of ownership; and to operate, encumber, lease, manage, convey, trade and otherwise deal with the land, the improvements and such other property, whether real and/or personal, as may be or become part of the Condominium (the "Condominium Property") to the extent necessary or convenient in the administration of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

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ARTICLE III

POWERS

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

- A. All of the powers and privileges granted to corporations not for profit under the laws pursuant to which this corporation is chartered except as expressly limited or restricted by the terms of these Articles, The Declaration, the By-Laws of the Act.
- B. The Association shall have all the powers and duties set forth in the Act, as limited by these Articles, The By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the power and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as may be amended from time to time, including, but not limited to, the following to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:
 1. Make and establish reasonable rules and regulations governing use of the units, common elements and limited common elements in and of the Condominium as such terms are defined in the Declaration.
 2. Power to Manage Condominium Property and to Contract, Sue, and Be Sued. --The association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the association include, but are not limited to, the maintenance, management, and operation of the condominium property. The association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all unit owners concerning matters of common interest to most or all unit owners
 3. Assessments; Management of Common Elements. The association has the power to make and collect assessments and to lease, maintain, repair, and replace the common elements.
 4. Right of Access to Units. The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units.

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5. Title to Property.

- a) The association has the power to acquire title to property or otherwise hold, convey, lease, and mortgage association property for the use and benefit of its members. The power to acquire personal property shall be exercised by the board of administration.
- b) Subject to the provisions of s. 718.112(2)(m), the association, through its board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

6. Purchase of Leases. The association has the power to purchase any land or recreation lease upon the approval of the voting interest.

7. Purchase of Units. The association has the power to purchase units in the condominium and to acquire and hold, lease, mortgage, and convey them. There shall be no limitation on the association's right to purchase a unit at a foreclosure sale resulting from the association's foreclosure of its lien for unpaid assessments, or to take title by deed in lieu of foreclosure.

8. Easements. The board of administration has the authority, without the joinder of any unit owner, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements or association property. This subsection does not authorize the board of administration to modify, move, or vacate any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without the consent or approval of those other persons having the use or benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of Florida Statute 718.104(4)(n).

9. Insurance. Adequate property insurance for full insurable value, replacement cost, or similar coverage, must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. When determining the adequate amount of property insurance coverage, the association may consider deductibles as determined by the Board at a meeting in the manner set forth in Florida Statute 718.112(2)(e). The deductibles must be consistent with

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industry standards and prevailing practice for communities of similar size and age and having similar construction and facilities in the locale where the condominium property is situated and based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained.

a) A unit-owner controlled association shall use its best efforts to obtain and maintain adequate insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the association. If the association is developer controlled, the association shall exercise due diligence to obtain and maintain such insurance. Failure to obtain and maintain adequate insurance during any period of developer control shall constitute a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless said members can show that despite such failure, they have exercised due diligence.

The Association for the purpose of protecting the Condominium shall provide primary coverage for:

1. All Portions of the Condominium property as originally installed or replaced of like kind and quality in accordance with original plans and specifications.
 2. All alterations or additions made to the condominium property or association property pursuant to s. 718.113(2).
 3. The coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.
- (b) The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the

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term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding.

- (c) The Association shall obtain and maintain liability insurance and flood insurance for common elements, association property and units.
- 10. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws and all rules and regulations governing use of the Condominium which may from time to time be established.
- 11. Exercise, undertake and accomplish all of the right, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Condominium Statutes.
- 12. To execute all documents or consents on behalf of all Unit Owners, required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including without limitation, unities of title and covenants) and in that regard each Owner by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors of the Association as such Owner's agency and attorney-in fact to execute, any and all such documents or consents.

ARTICLE IV

MEMBERS

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

- A. The Developer shall be a member of the Association as long as the developer owns units in the association. The record owners of all units in the Condominium shall be members of the Association and no other persons or entities shall be entitled to membership.
- B. Membership shall be established by the acquisition of legal title to a unit in the Condominium or in added units or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such unit; provided however that, nothing herein contained shall be construed as terminating the membership of any person or entity

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owning fee title to or a fee ownership interest in two or more units at any time while such person or entity shall retain fee title to or a fee ownership interest in any unit.

- C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the unit owned by such member. The funds and assets of the Association shall be held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws.
- D. On all matters upon which the membership shall be entitled to vote, there shall be one vote, and only one vote, for each unit in the condominium, which vote may be exercised or cast by the owner of each unit as may be provided in the Bylaws of the Association. Should any person or entity own more than one unit, such member shall be entitled to exercise or cast one vote for each such unit in the manner provided by the Bylaws.
- E. Until such time as the land and the improvements constructed thereon are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Miami-Dade County, Florida, the membership of the Association shall be comprised of the subscribers to these Articles each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE V

TERM OF EXISTENCE AND TERMINATION

The term of the Association shall be perpetual or if the condominium is terminated, the term shall end as soon after termination of the condominium as its affairs can be concluded at which time all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profits Corporation Act (Chapter 617, Florida Statutes) pursuant to Plan of Termination meeting the requirements of the Act. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers.

ARTICLE VI

BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three directors but subject to change as provided by the By-laws. The Developer shall appoint the members of the first Board of Directors and their replacement who shall hold office for the periods described in the By-Laws. Directors appointed or designated by the Developer need not be Owners of the Association or resident of the Condominium. All other directors must be owners.

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

Directors shall be appointed, elected and removed as provided in the By-laws.

The Names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jorge L. Monch	11098 Biscayne Boulevard Suite 401-29 Miami, Florida 33161
Andres Pompei	11098 Biscayne Boulevard Suite 401-29 Miami, Florida 33161
Juan M. Pirela	11098 Biscayne Boulevard Suite 401-29 Miami, Florida 33161

A Director shall discharge his duties as a director, including any duties as a member of a committee: in good faith, with care of an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interest of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the matters presented; legal counsel, public accountants or other persons as to matters the Directors reasonably believes are within the persons professional or expert competence, or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standard.

ARTICLE VII

INCORPORATORS

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The name and addresses to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Jorge L. Monch	11098 Biscayne Boulevard Suite 401-29 Miami, Florida 33161
Andres Pompei	11098 Biscayne Boulevard Suite 401-29 Miami, Florida 33161
Juan M. Pirela	11098 Biscayne Boulevard Suite 401-29 Miami, Florida 33161

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time deem necessary. The names of the current officers who shall serve until their successors are elected or appointed pursuant to the By-Laws are the following:

PRESIDENT:	Jorge L. Monch
SECRETARY:	Andres Pompei
TREASURER:	Juan M. Pirela

ARTICLE IX

BY-LAWS

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided for the By-Laws and the Declaration. In event of a conflict between the provisions of the Articles and the provision of the By-Laws the provision of these Articles shall control.

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ARTICLE X

INDEMNIFICATION

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, by reason of the fact the he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal) judgments, fines and amounts paid in settlement actually and reasonable incurred by such person in connection with such action, suit or proceedings, 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 proceedings, has no reasonable cause to believe his conduct was unlawful.

Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties 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 of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which such court shall deem proper.

To the extent that a director, officer, employee or agent of the Association had been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in aforementioned sections above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

A determination of indemnification shall be made by independent legal counsel in a written opinion. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE XI

AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

Notice of the subject manner of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or owners holding one-third (1/3) of the voting interests in the Association.

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An amendment shall be approved:

a) by Owners holding a majority of the voting interest in the Association present in person or by proxy at a Member meeting at which a quorum thereof has been attained and by not less than sixty-six and two thirds (66-2/3) of the entire Board; or

b) by owners holding an eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Member meeting at which a quorum has been attained; or

c) prior to the date upon which Owners other than Developer control the Board by not less than one hundred percent (100%) of the entire Board.

Notwithstanding anything herein to the contrary, prior to Turnover, the Developer may amend these Articles without the consent or joinder of any party whatsoever. This paragraph cannot be amended.

No Amendment shall make changes (i) in the qualification for membership; (ii) in the voting rights or the property rights of Members, or (iii) in any manner to the voting membership rights established herein, without the approval in writing of all Members and the joinder of all Lenders. No amendment shall be made that is in conflict with the Declaration or By-Laws, nor shall any amendment make any changes which would be in any way affect any of the rights, privileges, powers or options provided in these Articles in favor or reserved to Developer, or any of its affiliates, unless Developer shall give its prior written consent to the amendment or join in the execution of the amendment, nor shall any amendment alter the provision of these Articles benefiting Lender or affecting the rights of Lender without the prior written approval of the Lender(s) enjoying the benefits of such provision.

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 Miami Dade County, Florida.

ARTICLE XII


REGISTERED AGENT

The registered agent and his address is: Jorge L. Monch
11098 Biscayne Boulevard
Suite 401-29
Miami, Florida 33161

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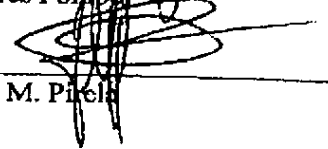
IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals this the
day of 29th, 2019.



Jorge L. Monch



Andres Pompei



Juan M. Pirela

STATE OF FLORIDA

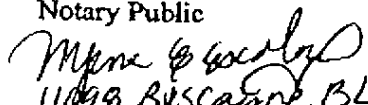
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by this 29th day of October, 2019, by Jorge L. Monch, Andres Pompei and Juan M. Pirela who is/are personally known to me or who has/have produced driver's license as identification and who did/did not take an oath.



My Commission Expires:

Notary Public


11098 BISCAYNE BLVD
Suite 102
MIAMI FL 33161

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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGAIN UPON WHOM PROCESS MAY BE SERVED IN COMPLIANCE WITH SECTION 48.091 FLORIDA STATUTES. THE FOLLOWING IS SUBMITTED:

FIRST: That The Shores at Biscayne Condominium Association Inc, a Florida not for profit Corporation, desiring to organize or qualify under the Laws of the State of Florida with its principal place of business at the 11098 Biscayne Boulevard, Suite 401-29, Miami, Florida 33161 has named, Jorge L. Monch, 11098 Biscayne Boulevard, Suite 401-29, Miami, Florida 33161 as its resident Agent and address to accept service of process within the State of Florida.

SECOND: That The Shores at Biscayne Condominium Association Inc, a Florida not for profit Corporation, hereby names 11098 Biscayne Boulevard, Suite 401-29, Miami, Florida 33161, as its principal place of business.

Signature:



Jorge L. Monch Director and President

Date:

10/29/19

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 provision of all statutes relative to the proper and complete performance of my duties.

Signature:


Jorge L. Monch, Resident Agent

Date:

10/29/19

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