

6/9/2021

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**FLORIDA PROFIT/NON PROFIT CORPORATION
SEASIDE VILLAS OUANALAO CONDOMINIUM ASSOCIATION,
INC**

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**ARTICLES OF INCORPORATION
OF
SEASIDE VILLAS OUANALAO CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" are defined in the Condominium Act, Chapter 718, Florida Statutes ("Act") as amended through the date of recording the Declaration of Condominium of Seaside Villas, A Condominium ("Declaration") amongst the Public Records of St. Lucie County, Florida, shall have the meaning of such terms set forth in such Act, and, for clarification, the following terms will have the following meanings. Terms used herein but not defined herein shall have the meaning given to such terms in the Declaration:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Declaration amongst the Public Records of the County.

B. "Articles" means these Articles of Incorporation of the Association, attached to the Declaration as Exhibit "C" and incorporated therein by reference.

C. "Assessments" means the assessments for which all Unit Owners are obligated to the Association pursuant to the Act, as well as common law assessments owed to the Club Owner which are created by the Declaration and are covenants running with the Land, and include "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration).

D. "Association" means Seaside Villas Ouanalao Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium. Association also means, pursuant to Section 718.103, Florida Statutes "in addition to any entity responsible for the operation of common elements owned in undivided shares by unit owners, any entity which operates or maintains other real property in which unit owners have use rights, where membership in the entity is composed exclusively of unit owners or their elected or appointed representatives and is a required condition of unit ownership."

E. "Board of Administration" or "Board" means the board of directors or other representative body which is responsible for administration of the Association.

F. "Bylaws" means the Bylaws of the Association as they are amended from time to time, attached to the Declaration as Exhibit "D" and incorporated therein by reference.

G. "Club Expenses" means expenses for which the Unit Owners are liable to the Club Owner.

- H. "Club Owner" means the owner of the Club Property.
- I. "Club Property" means the airspace located above the Land which is not included in the Units as shown on the Survey attached to the Declaration as Exhibit "B". Developer plans to create a second condominium within Seaside Resort. Upon the creation of such second condominium, the Club Property will be reduced by the space created for the second condominium.
- J. "Common Elements" means the areas of the Condominium as described in the Declaration.
- K. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as defined in the Act and as described in the Condominium Documents. Common Expenses also means, pursuant to Section 718.103, Florida Statutes, "all expenses properly incurred by the association in the performance of its duties, including expenses specified in s. 718.115," and include:
- (i) expenses incurred in connection with operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of any insurance required to be carried by the Association as set forth in the Declaration; and
 - (ii) any other expenses designated as Common Expenses from time to time by the Board; and
 - (iii) any other expenses designated as Common Expenses in the Declaration.
- L. "Common Surplus" means the excess of receipts of the Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.
- M. "Condominium" means Seaside Villas, A Condominium, and means the 19.9872% undivided ownership interest in the Surface Land as more particularly described in Exhibit "A" attached to the Declaration and incorporated therein by reference and the improvements therein and thereon submitted to condominium ownership pursuant to the Declaration, as the same may be amended from time to time, and improvements hereafter made within the Units. Condominium also means, pursuant to Section 718.103, Florida Statutes, "that form of ownership of real property created pursuant to the Act, which is comprised entirely of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements."
- N. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium and all amendments to the foregoing. Any rules and regulations promulgated by the Association are subordinate and may not be inconsistent with any rules and regulations promulgated by the Club

Owner.

O. "Condominium Property" means the 19.9872% undivided ownership interest in the real property submitted to condominium ownership as the Condominium, and all improvements thereon, including, but not limited to, the Units and the Common Elements. The easements described and set forth in the Declaration are intended to comply with Sections 718.104(4)(m) and 718.108 of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon the Association to provide a utility or telecommunications service and/or equipment. Further, the Condominium Property shall not include improvements made to a Unit that are located within the boundaries of the particular Unit or within easements below or outside of such Unit that serve only such Unit. The Condominium Property also does not include the airspace located above the Land which is not included in the Units. Such other airspace is herein referred to as the "Club Property". Condominium Property also means, pursuant to Section 718.103, Florida Statutes, "the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium."

P. "County" means St. Lucie County, Florida.

Q. "Declaration" or "Declaration of Condominium" means the Declaration of Condominium of Seaside Villas, A Condominium, and all amendments or supplements thereto, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act, and also means pursuant to Section 718.103, Florida Statutes, "the instrument or instruments by which a condominium is created, as they are from time to time amended."

R. "Director" means a member of the Board.

S. "Member" means a member of the Association.

T. "Public Records" means the Public Records of the County.

U. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership, including all improvements therein and thereon. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration. The Units are shown on the Survey attached to the Declaration as Exhibit "B" and incorporated therein by reference.

V. "Unit Owner" or "Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

W. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or other

entity representative who is authorized to vote on behalf of a Unit owned by any entity.

X. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be SEASIDE VILLAS OUANALAO CONDOMINIUM ASSOCIATION, INC., whose principal and mailing address is 277 Royal Poinciana Way, #156, Palm Beach, FL 33480.

ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

- A. The Condominium shall be the only condominium administered by the Association.
- B. The Association shall be the condominium association responsible for the operation of the Condominium subject to the terms and restrictions of the Condominium Documents. Each Unit Owner shall be a Member of the Association as provided in these Articles.
- C. The purpose for which this Association is organized is to maintain, operate and manage the Condominium, including the Common Elements, and to operate and otherwise deal with certain improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents, and all other lawful purposes.

ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the following provisions:

- A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.
- B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of the Common Elements and possibly certain improvements within the Units, and the levying and collection of Common Expenses and collecting Club Expenses and the promulgation and enforcement of rules and regulations.
- C. The Association shall have all of the powers of a condominium association under the

Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and Special Charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium, and the payment of Common Expenses and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Common Elements in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Common Elements in the event of casualty or other loss;

5. To enforce by legal means the obligations of the Members and the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, administration and management of the Common Elements, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Common Elements, and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium;

7. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Common Elements and certain improvements which the Association is obligated to maintain in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

ARTICLE IV MEMBERS

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

A. Until such time as the Condominium is submitted to condominium ownership by the

recordation of the Declaration, the membership of this Association shall be comprised solely of members of the "Board" (as defined in Article IX hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners shall be entitled to exercise all of the rights and privileges of the Members.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Unit Owner shall terminate as to that Unit. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner its membership or its share in the funds and assets of the Association except as an appurtenance to its Unit.

E. With respect to voting, the following provisions shall apply:

1. Each Unit shall be entitled to one (1) vote, which vote shall be exercised and cast in accordance with the Declaration and the other Condominium Documents. In the event there is more than one (1) owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person and/or entity, such Unit Owners collectively shall only be entitled to one (1) vote for each Unit owned in the manner determined by the Declaration.

2. Matters that require a vote of the Unit Owners shall be voted on by the Unit Owners and shall be determined by a unanimous vote of the Unit Owners.

3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI INCORPORATOR

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

Mark F. Grant
200 East Broward Boulevard, Suite 1800
Fort Lauderdale, FL 33301

ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, a Vice President, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary.

ARTICLE VIII FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Lee Heaton
Secretary	Kym Allenby
Treasurer:	Nancy Gauthier

ARTICLE IX BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors ("Board") shall be three (3).

B. The names and addresses of the three (3) persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Lee Heaton	277 Royal Poinciana Way, #156 Palm Beach, FL 33480
Kym Allenby	277 Royal Poinciana Way, #156 Palm Beach, FL 33480
Nancy Gauthier	277 Royal Poinciana Way, #156 Palm Beach, FL 33480

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Units, the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members' Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board. The meeting at which Members are entitled to elect a majority of the Board is the "Majority Election Meeting". Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. At the Majority Election Meeting the Owners, with the exception of Developer, shall be entitled to elect two (2) Directors (a majority of the Board) and Developer shall be entitled to elect one (1) Director.

E. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Members other than Developer are entitled to elect not less than a majority of the Board upon the happening of the following, whichever shall first occur (reciting the provisions of Sections 718.301[1][a]-[g] of the Act, as required by Rule 61B-17.0012, F.A.C.):

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business;

(e) When Developer files a petition seeking protection in bankruptcy;

(f) When a receiver for Developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or

(g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of Developer rights in favor of the grantee of such unit, whichever occurs first.

Developer is entitled to elect at least one member of the board of administration of the association (the "Developer Board Member") as long as Developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. If, at that time, the Developer owns a majority of the voting interests of the Commercial Units (as defined in the Declaration), then the Developer Board Member shall be the board member elected by the Commercial Unit Owners; if not, the Developer Board Member be one of the board members elected by the Residential Unit Owners. After Developer relinquishes control of the association, Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

2. Notwithstanding the above Article IX.D and E, Developer shall have the right to at any time, upon written notice to the Association, relinquish its right to designate a majority of the Board.

F. The election of not less than a majority of Directors by the Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

G. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member or members to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

H. The Initial Election Meeting and the Majority Election Meeting shall be noticed by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the Purchaser Members are entitled to elect a majority of Directors, as the case may be. A notice of the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors to be elected by the Purchaser Members, and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Units for sale in the ordinary course of business. In addition, Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of either such event is herein referred to as the "Developer's Resignation Event." Upon Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that Developer's Resignation Event may have previously occurred.

J. At the first Annual Members' Meeting held after the Majority Election Meeting, each Director elected by the Members shall serve for a term of one (1) year.

K. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

L. There shall be only one (1) vote for each Director.

M. Matters approved by a majority of the Directors present at a duly noticed meeting at which a quorum is present shall constitute the official acts of the Board, except as otherwise specifically provided herein or in any of the Condominium Documents.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

A. Making and collecting Assessments against Units to defray the costs of the Common Expenses; collecting Common Expenses and Club Expenses from Unit Owners in the Condominium as determined in accordance with the Declaration.

B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

C. Maintaining, repairing, replacing, adding to and operating the Common Elements and certain improvements within the Units within the Condominium.

D. Reconstructing improvements comprising the Common Elements within the Units after casualties and losses and making further authorized improvements within the Condominium.

E. Making and amending rules and regulations with respect to the Condominium and for the Condominium Property.

F. Enforcing by legal means the provisions of the Act and the Condominium Documents.

G. Contracting for the management and maintenance of the Common Elements within the Units, authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Paying taxes and assessments which are or may become liens against the Common Elements of the Condominium administered by the Association and assessing the same against Units within the Condominium, the Unit Owners of which are responsible for the payment thereof.

I. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and to allocate the premiums therefor in accordance with the Declaration.

J. Paying costs of all power, water, sewer and other utility services billed to the Association and not billed directly to Unit Owners.

K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

L. Ensuring that the following contracts shall be in writing:

(i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.

(ii) Any contract, regardless of term, for the provision of services; other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts not exempted from the foregoing requirement by the Act.

M. Obtaining competitive bids for materials, equipment and services where required by the Act.

N. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including legal fees (at all trial and appellate levels) reasonably incurred by or imposed upon him, her or them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the Board and thereafter may be altered, amended or rescinded only as provided therein. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. These Articles may be amended only upon the unanimous written approval of all Directors and the Club Owner.

B. No amendment may be made to the Articles which shall in any manner reduce,

amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Declaration, recorded amongst the Public Records as an amendment to the Declaration.

D. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgage" (as defined in the Declaration) without its prior written consent.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and
2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any

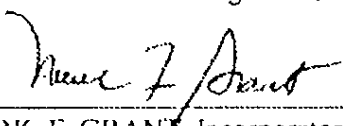
emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic or pre-catastrophic event.

ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 227 Royal Poinciana Way, #156, Palm Beach, FL 33480, and the initial registered agent of the Association at that address shall be Lee Heaton.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 8th day of June, 2021.

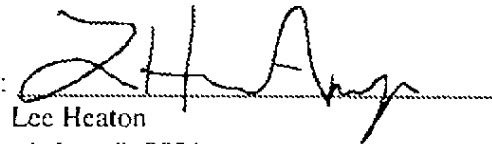


MARK. F. GRANT, Incorporator

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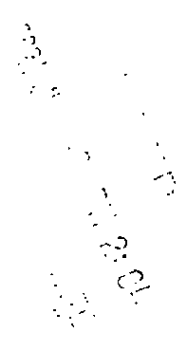
The undersigned hereby accepts the designation of Registered Agent of Seaside Villas Ouanalao Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he/she is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

By:

A handwritten signature in black ink, appearing to read 'L. Heaton', written over a horizontal dotted line.

Lee Heaton

Dated: June 8, 2021

A faint, circular stamp or seal, possibly a notary seal, located in the lower right quadrant of the page. The text within the stamp is illegible.