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ORDER DATE : November 10, 2021

ORDER TIME : 3:15 PM

ORDER NO. : 219105-005

CUSTOMER NO: 4303929

DOMESTIC FILING

NAME: PASEO SOUTHEAST BLOCK
ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
 CERTIFICATE OF LIMITED PARTNERSHIP
 ARTICLES OF ORGANIZATION

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**ARTICLES OF INCORPORATION
OF
PASEO SOUTHEAST BLOCK ASSOCIATION, INC.**

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

**ARTICLE I
NAME AND DEFINITIONS**

The name of the corporation shall be **PASEO SOUTHEAST BLOCK ASSOCIATION, INC.**, which is hereinafter referred to as the "Block Association."

The capitalized terms used herein shall have the meanings, if any, given to them in the Declaration of Covenants, Restrictions and Reciprocal Easements recorded or to be recorded in the Public Records of Miami-Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Block Covenants") unless the context clearly requires otherwise; provided, however, that the term "Member" shall mean a member of the Block Association as provided herein.

**ARTICLE II
PURPOSES AND POWERS**

The objects and purposes of the Block Association are those objects and purposes as are authorized by the Block Covenants. The further objects and purposes of the Block Association are to preserve the values and amenities of the Units, Dwellings, and the Parcels which are now or hereafter developed within the properties which are subject to the Block Covenants (hereinafter referred as the "Paseo Southeast Block" or the "Block") and to maintain the Common Areas for the benefit of the Members of the Block Association.

The Block Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Block Association shall have the power to contract for the management of the Block Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of **Parcel D2 Property, LLC**, a Florida limited liability company (the "Declarant")) the powers and duties of the Block Association, except those which require specific approval of the Board or the Members.

The Block 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 these Articles and the Block Covenants. The Block Association shall also have all of the powers necessary to exercise all of the Block Association's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Block Association as set forth in the Block Covenants. The Block Association shall further have all of the powers necessary to provide for the common good, health, safety and general welfare of all of the Owners.

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

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ARTICLE III

MEMBERS

3.01. **Membership.** The Declarant, the Condominium Association(s), and the Owners shall automatically be Members of the Block Association. The membership of an Owner is appurtenant to its Parcel, Dwelling or Unit and is transferred automatically by conveyance of title to its Parcel, Dwelling or Unit, and by filing of record therefor a deed in the Public Records evidencing such transfer of ownership. Membership shall continue until such time as the Owner of the Parcel, Dwelling or Unit transfers or conveys its interest in the Parcel, Dwelling or Unit of record or the interest is transferred and conveyed by operation of law. No one other than the Declarant, a Condominium Association, and the Owners, may be a Member of the Block Association, and membership in the Block Association may not be transferred except by the transfer of title to a Parcel, Dwelling or Unit; provided, however, that the foregoing does not prohibit the assignment of membership and voting rights (if any) by any Owner who is a contract seller to such Owner's vendee in possession. No person or entity holding an interest of any type or nature whatsoever in a Parcel, Dwelling or a Unit only as the security for performance of an obligation shall be a Member of the Block Association.

3.02. **Members' Voting Rights.** The Block Association shall have two classes of voting membership: Class A and Class B. Initially, the 5250 Owner shall be the sole Class A Member. However, if and to the extent additional Parcels are added to the Block, the Class A Members shall be the (i) 5250 Owner and (ii) the Condominium Association governing the added Parcel, if any, or if none exists, the Owner(s) of the added Parcel (but only if and to the extent developed and added to the Block). The Class B Member shall be the Declarant. The Class C Members shall be the Owners of the Units and the Dwellings of any Parcel governed hereby which contains Dwellings and/or Units (but only if and to the extent developed and added to the Block), who shall not be Voting Members. Each Residential Parcel which is a Class A Member shall be entitled to cast one hundred (100) votes and each Commercial Parcel which is a Class A Member shall be entitled to cast twenty five (25) votes. To the extent that a Parcel has been divided into individual Sub-Parcels and such Parcel is not subject to the jurisdiction of a Condominium Association, then the owners of the Sub-Parcels located within the Parcel shall vote to elect a representative to cast the votes allocated to such Parcel in the foregoing sentence, in the manner set forth in the Block Covenants. Until such time as the Class B membership has terminated, the Class B Member is entitled to cast one (1) vote plus two votes for each vote permitted to be cast by the Class A Members and to elect all of the members of the Board of Directors. At such time as the Class B membership terminates, two (2) directors shall be elected or appointed by each Class A Member. Notwithstanding anything to the contrary contained herein, in the event that a Parcel is submitted to condominium ownership, the President of the Condominium Association governing such Condominium shall be the Voting Member and shall have the same voting rights and the same rights to elect or appoint directors, as did the Owner(s) of such Parcel.

3.03. **General Matters.** Unless otherwise specified, when reference is made herein, or in the Block Covenants, By-Laws, Rules and Regulations, management contracts or otherwise, to a majority or a specific percentage of Members, such reference shall be deemed to refer to a majority or a specific percentage of the total voting interests of all Voting Members represented at a meeting of the Voting Members and not of the Members themselves.

3.04. **Meetings of Members.** The By-Laws shall provide for an annual meeting of Members, and may provide for regular and special meetings of Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Members shall exist if at least thirty percent (30%) of the total votes which may be cast by the Voting Members shall be represented at the meeting by the respective Members. Unless otherwise specifically required by law, references herein and in the Block Covenants, By-Laws and other documents administered by or binding on the Block Association shall be deemed to refer to meetings and votes of Members.

ARTICLE IV
CORPORATE EXISTENCE.

The Block Association shall have perpetual existence.

ARTICLE V
BOARD OF DIRECTORS

5.01. Management by Directors. The property, business and affairs of the Block Association shall be managed by a Board, which shall initially consist of three (3) directors. A majority of the directors shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings.

5.02. Original Board of Directors. The names and addresses of the first Board, who shall hold office until the first election and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Rafael Romero	2020 Salzedo Street, 5 th Floor Coral Gables, FL 33134
Joe Jimenez	2020 Salzedo Street, 5 th Floor Coral Gables, FL 33134
Andy Burnham	2020 Salzedo Street, 5 th Floor Coral Gables, FL 33134

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

- (a) The Declarant shall have the right to appoint all of the Directors of the Block Association until termination of the Class B Membership, as provided in the Block Covenants.
- (b) Upon termination of the Class B Membership as provided in Section 2.7 of the Block Covenants, each Class A Member shall be entitled to elect or appoint two (2) directors.
- (c) After the Declarant relinquishes control of the Association, and to the fullest extent permitted under applicable law, the Declarant may also exercise the right to appoint any Declarant-owned voting interests in the same manner as any other Voting Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board.
- (d) For purposes of this section, the term "Voting Members other than the Declarant" shall not include builders, contractors, or others who purchase a Parcel for the purpose of constructing improvements thereon for resale.

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

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

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

ARTICLE VI

OFFICERS

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

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

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

<u>Name and Office</u>	<u>Address</u>
President: Rafael Romero	2020 Salzedo Street, 5 th Floor Coral Gables, FL 33134
Vice President: Joe Jimenez	2020 Salzedo Street, 5 th Floor Coral Gables, FL 33134
Vice President/Secretary/Treasurer: Andy Bumham	2020 Salzedo Street, 5 th Floor Coral Gables, FL 33134

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ARTICLE VII

BY-LAWS

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

ARTICLE VIII
AMENDMENTS

8.01. Approval of Amendments. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Voting Members for adoption or rejection by affirmative vote of fifty-one percent (51%) of the votes of the Voting Members.

8.02. Declarant's Right to Amend. Anything to the contrary herein notwithstanding, during the period in which the Declarant is entitled to elect a majority of the Directors of the Block Association, the Declarant shall have the absolute right to amend these Articles without the consent of the Members of the Board, and no amendment to these Articles shall be made or shall be effective without the written consent and joinder of the Declarant, which consent the Declarant may withhold in its sole and exclusive discretion.

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

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

ARTICLE IX
INCORPORATOR

The name and address of the Incorporator of the Block Association is:

<u>Name</u>	<u>Address</u>
Rafael Romero	2020 Salzedo Street, 5 th Floor Coral Gables, FL 33134

ARTICLE X
INDEMNIFICATION

10.01. Right to Indemnification. The Block 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, committee member, or agent of the Block 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) it is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in or opposed to, the best interest of the Block Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further determines specifically that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he believed to be not in or opposed to the best interest of the Block Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.02. Attorneys' Fees. To the extent that a director, officer, employee or agent of the Block Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually incurred by him in connection therewith.

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

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

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

10.06. No Amendment. The provisions of this Article 10 shall not be amended.

ARTICLE XI **OFFICE**

The principal office and mailing address of the Block Association shall be at 135 San Lorenzo Avenue, Suite 750, Coral Gables, Florida 33134, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Block Association shall be kept at its principal office or at such other place as may be permitted by Florida law.

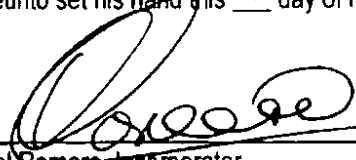
ARTICLE XII **REGISTERED AGENT**

Until changed, Rafael Romero shall be the registered agent of the Block Association and the registered office shall be at 2020 Salzedo Street, 5th Floor, Coral Gables, FL 33134.

ARTICLE XIII **DISSOLUTION**

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

IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 10 day of November, 2021.



Rafael Romero, Incorporator

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:

First – 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 the County of Miami-Dade, State of Florida, the Association named in the said articles has named Rafael Romero, located at 2020 Salzedo Street, 5th Floor, Coral Gables, Florida 33134, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and 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.



Rafael Romero, Registered Agent

Dated: November 10, 2021

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