

**EXHIBIT C
TO
DECLARATION OF CONDOMINIUM OF
PARAGON PLANTATION, A CONDOMINIUM
ARTICLES OF INCORPORATION OF
PARAGON PLANTATION, A CONDOMINIUM ASSOCIATION, INC.**

[see attached]

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Florida Dept of State



FLORIDA DEPARTMENT OF STATE
Glenda E. Hood
Secretary of State

October 14, 2005

PARAGON PLANTATION CONDOMINIUM ASSOCIATION, INC.
781 NORTH PINE ISLAND ROAD
PLANTATION, FL 33324

The Articles of Incorporation for PARAGON PLANTATION CONDOMINIUM ASSOCIATION, INC. were filed on October 13, 2005, and assigned document number N05000010597. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H05000243304.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Loria Poole
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 905A00062800

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PARAGON PLANTATION CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on October 13, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000243304. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000010597.

Authentication Code: 905A00062800-101405-N05000010597-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fourteenth day of October, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

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**ARTICLES OF INCORPORATION
OF
PARAGON PLANTATION 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, 2004 ("Act") as amended through the date of recording the Declaration of Condominium of Paragon Plantation, a Condominium among the Public Records of the Clerk of Court of Broward 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:

A. "Act" means Condominium Act, Chapter 718, Florida Statutes, 2004, as amended through the date of recording the Declaration among the Public Records.

B. "Articles" means these Articles of Incorporation of the Association.

C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Declaration) which from time to time are assessed against a Owner.

D. "Association" means Paragon Plantation Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium.

E. "Board" means the Board of Directors of the Association.

F. "Bylaws" means the Bylaws of the Association.

G. "Common Elements" means the portion of the Condominium Property not included in the Condominium Units.

H. "Common Expenses" means expenses for which the Condominium Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents 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 with respect to the Condominium and the Condominium Property, and cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) any other expenses designated as Common Expenses from time to time by the Board.

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I. "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.

J. "Condominium" means Paragon Plantation, a Condominium, which is located in the City of Plantation, Broward County, Florida and which contains one hundred fifty (150) Dwelling Units.

K. "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 herein and therein and executed in connection with the Condominium.

L. "Condominium Property" means the property submitted to condominium ownership pursuant to the Declaration and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Dwelling Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

M. "Condominium Unit" means, as applicable, a Dwelling Unit, and the plural thereof means, collectively the Dwelling Units.

N. "County" means Broward County, Florida.

O. "Declaration" means the Declaration of Condominium by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act.

P. "Developer" means Falcon Carlyle, LLC, a Delaware limited liability company, authorized to do business in Florida, its successors, grantees and assigns. A Condominium Unit Owner shall not, solely by the purchase of a Condominium Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Condominium Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

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

R. "Dwelling Unit" means a residential "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership for use as a residence.

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

T. "Owner" or "Condominium Unit Owner" means "unit owner" as defined in the Act.

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

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V. "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 entity representative who is authorized to vote on behalf of a Condominium Unit owned by more than one (1) owner or by any entity.

W. "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 ADDRESS AND MAILING ADDRESS**

The name of this Association shall be Paragon Plantation Condominium Association, Inc., whose principal and mailing address is 781 North Pine Island Road, Attention: Office, Plantation, Florida 33324.

**ARTICLE II
PURPOSE OF ASSOCIATION**

The purpose for which this Association is organized is to maintain, operate and manage the Condominium, including the Condominium Property, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the 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 Condominium Property and the Common Elements and the levying and collection of Common 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 Dwelling Units and the Common Elements);

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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 the 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 Condominium Property in accordance with the Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means 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 and management of the Condominium Property 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 Condominium Property 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; and

7. To purchase: (i) Dwelling Unit(s) and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents.

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 the members of the "First Board" (as defined in Article IX.A. hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Condominium Unit Owners, which shall mean in the first instance Developer as the owner of all the Condominium Units, shall be entitled to exercise all of the rights and privileges of the Members. The Association has two (2) classes of members, the Owner class for Dwelling Units owned by Owners (the "Owner Class"), and the Developer class for Dwelling Units owner by Developer (the "Developer Class").

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C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Condominium Unit as evidenced by the recording of a deed or other instrument of conveyance among the Public Records whereupon the membership of the prior Condominium Unit Owner shall terminate as to that Condominium Unit. Where title to a Condominium Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Condominium Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Condominium Unit.

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

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

1. The Owner or Owners, collectively, of the fee simple title of record for each Dwelling Unit shall have the right to one (1) vote per Dwelling Unit in the Association, as to the matters on which a vote by the Owners is taken as provided in the Condominium Documents and the Act; on such matters that a vote of the Developer Class is required, the Developer shall have one (1) vote in the Association for each Dwelling Unit owned by the Developer.

2. Matters substantially pertaining to Dwelling Units shall be voted upon only by the Owners and shall be determined by a vote of the majority of such Owners at any meeting having a proper quorum (as determined in accordance with the Bylaws).

3. Any decision as to whether a matter substantially pertains to Dwelling Units for purposes of voting, shall be determined solely by the Board. Notwithstanding the foregoing, no action or resolution affecting Paragon Plantation, a Condominium, which the Board determines to require the vote of the Members as a whole shall be effective with regard to the Owners unless the Class Members of each so affected shall be given the opportunity to also vote on said action or resolution as a class.

4. 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.

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**ARTICLE VI
INCORPORATOR**

The name and address of the Incorporator of these Articles is as follows: John Catalano, c/o Tew Cardenas LLP, 1441 Brickell Avenue, Four Seasons Tower 15th Floor, Miami, Florida 33131.

**ARTICLE VII
OFFICERS**

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant 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 and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. 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 or Assistant Secretary.

**ARTICLE VIII
FIRST OFFICERS**

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

President:	Robert Moreira
Vice President:	Jack Miller
Secretary:	Scott Sweeney
Treasurer:	Carl Omark

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**ARTICLE IX
BOARD OF DIRECTORS**

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the Annual Members' Meeting following the "Developer's Resignation Event" (as hereinafter defined in Paragraph IX.J) shall be three (3). The number of Directors elected by the Members subsequent to the Developer's Resignation Event shall be as provided in Paragraph IX.J. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members, except that if a Condominium Unit is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the Board of Directors.

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

<u>Name</u>	<u>Address</u>
Scott Sweeney	Falcon Real Estate Investment Company 2977 McFarlane Road Suite 303 Coconut Grove, Florida 33133
Carl Omark	c/o Falcon Real Estate Investment Company, Ltd. 570 Lexington Avenue - 32nd Floor New York, New York 10022
Jack Miller	Falcon Real Estate Investment Company 2977 McFarlane Road Suite 303 Coconut Grove, Florida 33133

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 Condominium Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the "Total Units" (as hereinafter defined) (as evidenced by the recordation of deeds), 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

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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. 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.

The term "Total Units" means the number of Condominium Units, both Dwelling Units included in the Condominium

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after sales by Developer of fifty percent (50%) of the Total Units have been "Closed" (as hereinafter defined); or

2. Three (3) months after sales by Developer of ninety percent (90%) of the Total Units have been Closed; or

3. When the Total Units in the Condominium have been completed and some have been sold to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

4. When some of the Total Units in the Condominium have been conveyed to Purchaser Members and none of the others are being offered for sale by Developer in the ordinary course of business; or

5. Seven (7) years after the recordation of the Declaration; or

6. When Developer, as Developer has the right to do at any time upon written notice to the Association, relinquishes its right to designate a majority of the Board.

The term "Closed" shall mean the recording of a deed or other instrument of conveyance to a Purchaser Member among the Public Records.

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

F. At the Majority Election Meeting, the Purchaser Members shall elect two (2) Directors and Developer, until the Developer's Resignation Event, shall be entitled to designate one (1) Director. Developer reserves the right, until the Developer's Resignation Event, to name the successor, if any, to any Director it has so designated; provided, however, Developer shall in any event be entitled to exercise any right it may have to representation on the Board as granted by law, notwithstanding the occurrence of the Developer's Resignation Event.

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Upon the election by the Condominium Unit Owners of a majority of the members of the Board at the Majority Election Meeting, the Developer shall relinquish control of the Association and the Condominium Unit Owners shall accept control. At that time (except as to subparagraph 7, which may be ninety (90) days thereafter) Developer shall deliver to the Association, at Developer's expense, all property of the Condominium Unit Owners and of the Association held or controlled by Developer, including but not limited to, the following items, if applicable to the Condominium:

1. The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration.
2. A certified copy of the Articles of Incorporation of the Association.
3. A copy of the Bylaws of the Association.
4. The minute book, including all minutes, and other books and records of the Association.
5. Any rules and regulations which have been adopted.
6. Resignations of resigning officers and Board members who were appointed by the Developer.
7. The financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of the turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if applicable, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards as prescribed by the Florida Board of Accountancy pursuant to Chapter 473 of the Florida Statutes. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that Developer was charged and paid the proper amounts of Assessments.
8. Association funds or the control thereof.
9. All tangible personal property that is the property of the Association or is or was represented by the Developer to be a part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

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10. A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment, and for construction and installation of all mechanical components serving the improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and installation of the mechanical components serving the improvements and the Condominium Property.
11. A list of the names and addresses of all contractors, subcontractors and suppliers, of which Developer had knowledge at any time in the development of the Condominium, utilized in the construction or remodeling of the improvements and the landscaping of the Condominium and/or Association Property.
12. Insurance policies.
13. Copies of any certificates of occupancy which may have been issued for the Condominium Property.
14. Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Condominium Unit Owners take control of the Association.
15. All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.
16. A roster of Condominium Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
17. Leases of the Common Elements and other leases to which the Association is a party, if applicable.
18. Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Condominium Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.
19. All other contracts to which the Association is a party.

G. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the nearest or next whole number is the number of Directors

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whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

H. 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.

I. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (75) days after the Purchaser Members are entitled to elect a Director or the 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 that shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

J. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the sum of the Total 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 the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the 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 the Developer's Resignation Event may have previously occurred.

K. At each Annual Members' Meeting held subsequent to the year in which the Developer's Resignation Event occurs, then umber of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors. There shall always be an odd number of Directors.

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

M. All meeting notices required to be given to Members shall also be given in the same manner, to Developer's Mortgagee, if any, and Developer's Mezzanine Lender, if any, as such terms are defined in the Declaration.

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**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 Members to defray the costs of the Common Expenses of the Condominium.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Condominium.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium.
- E. Making and amending rules and regulations with respect to the Condominium.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property and 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 and assessing the same against Dwelling Units within the Condominium, the 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 Condominium Documents.
- J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and not billed directly to 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.

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L. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(k) of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(k) and 718.1255 are incorporated by reference herein.

M. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

N. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Article X, Paragraph M. above, on the Condominium Property to ensure their availability to Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

O. 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 exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

Q. 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 counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he 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 duties, the indemnification provisions of these Articles shall not apply.

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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 or officers, including, but not limited to Developer.

ARTICLE XII BYLAWS

The Bylaws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. 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. Prior to the recording of the Declaration among the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. After the recording of the Declaration among the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice");

3. At such meeting a vote of the Members and of the Developer Class shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon unless any Class of Members is entitled to vote thereon as a Class pursuant to Article IV and/or Paragraph XIII.B. hereof, in which event the proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of Members of each Class entitled to

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vote thereon as a Class, the affirmative vote of a majority of the votes of all Members entitled to vote thereon and the approval of the Developer Class;

4. An amendment may be adopted by a written statement signed by all Directors and written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

C. The Developer Class shall be entitled to vote as a Class on all amendments made pursuant to Paragraph XIII.B. above.

D. 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. Further, no amendment may be made to the Articles for matters set forth in Section 25.11 of the Declaration, unless all required consents are obtained pursuant thereto.

E. 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 among the Public Records as an amendment to the Declaration.

F. 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 Dwelling Unit or of any "Institutional Mortgagee", "Developer's Mortgagee" and "Developer's Mezzanine Lender" (as such terms are defined in the Declaration) without such entities' 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

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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.

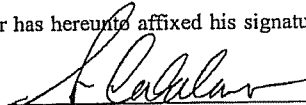
D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

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

**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**


The street address of the initial registered office of the Association is 781 N. Pine Island Road, Plantation, Florida 33324, and the initial registered agent of the Association at that address shall be John Catalano.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 13th day of October, 2005.



 John Catalano

The undersigned hereby accepts the designation of Registered Agent of Paragon Plantation Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida Corporation not for profit Act.



 John Catalano

[Acknowledgement appears on next page]

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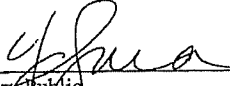
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STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared John Catalano, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 13th day of October, 2005.



Notary Public
State of Florida-at-large

Type, Print or Stamp Name

My Commission Expires:



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