

N04000004341

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

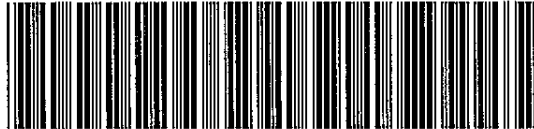
(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

[Handwritten Signature]
5/3/✓



600033716756

04/30/04--01032--015 **78.75

2004 APR 30 AID: 43
SECRETARY OF STATE
TALLAHASSEE, FL 32304

FILED

RECEIVED
04 APR 30 PM 12:34
STATE
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

BAL-Bridge North Condo

- Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

Signature _____

Requested by JW

4/30

Name _____

Date _____

Time _____

Walk-In _____

Will Pick Up _____

FILED

2004 APR 30 A 10:43

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
BAL-BRIDGE NORTH CONDOMINIUM ASSOCIATION, INC**

We, the undersigned, hereby associate themselves for the purpose of forming a corporation not-for-profit in accordance with the laws of the State of Florida, and acknowledge and file these Articles of Incorporation in the Office of the Secretary of the State of Florida, and certify as follows:

ARTICLE I
NAME AND DEFINITIONS

The name of the corporation shall be BAL-BRIDGE NORTH CONDOMINIUM ASSOCIATION, INC. The corporation is herein referred to as the "Association," and the terms used herein shall have the meaning for each stated in Chapter 718, Florida Statutes, as amended, (hereinafter referred to as the "Act") and the Declaration of Condominium of BAL-BRIDGE NORTH condominium, as same may be amended from time to time, to be recorded in the Public Records of Miami-Dade County, Florida, unless the context otherwise requires.

ARTICLE II
PURPOSE

The Association is organized for the following purposes:

- (1) To maintain, operate, and manage the condominium known as BAL-BRIDGE NORTH Condominium located at 10240 Collins Avenue, Bal Harbour, Florida 33154, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.
- (2) To own, operate, lease, sell, trade, or otherwise deal with such property, real or personal, as may be necessary or convenient in the administration of the Condominium.

ARTICLE III
POWERS

- (1) 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 purposes of the Association, as set forth in this Article, the Declaration of Condominium, and the Act.
- (2) In furtherance of the purposes of the Association, the Association shall have all of the powers set forth in the Act, and all of the powers reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, including but not limited to the following irrevocable rights, powers, and authority:
 - A. To enforce the covenants and restrictions contained in the Declaration, and to make,

establish, and enforce reasonable Rules and Regulations governing the administration, management, and use of the Condominium Property;

B. To establish a budget for the operations of the Condominium; to designate those expenses which shall constitute the Common Expenses and Limited Common Expenses of the Condominium; to make, levy, and collect assessments against Unit Owners of the Condominium to provide the funds to pay for Common Expenses and Limited Common Expenses of the Condominium as provided for in the Condominium Documents and in the Act; and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association;

C. To maintain, repair, replace, and operate those portions of the Condominium Property that the Association has the duty or right to maintain, repair, replace, and operate under the Condominium Documents.

D. To have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom, or, to have immediate access at any time as may be necessary for making emergency repairs necessary to prevent damage to any other Unit or Units;

E. To contract for the management of the Condominium Property and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

F. To employ personnel to perform the services required for proper operation of the Condominium;

G. To purchase and maintain all forms of insurance on the Condominium Property for the protection of the Association and its Members;

H. To reconstruct the Condominium Property after casualty or other loss;

I. To make additional improvements on and to the Condominium Property;

J. To approve or disapprove the transfer, mortgage, and ownership of Units to the extent such power is granted to it under the Condominium Documents;

K. To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Condominium Documents and the Rules and Regulations of the Association;

L. To acquire, by purchase or otherwise, Units in the Condominium, and to hold, lease, mortgage, and convey the same;

M. To lease or license the use of Common Elements and Limited Common Elements in a manner not inconsistent with the rights of Unit Owners;

N. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Units are owned by the Association) and the

appurtenances thereto, and to assess the same against the Units subject to liens for such purposes.

O. To pay the cost of all power, water, sewer, trash, garbage, and other utility services rendered to the Condominium and not billed to the individual Units.

P. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business, to secure the same by mortgage, deed of trust, pledge or other lien.

Q. To adopt and establish Bylaws and Rules and Regulations for the operation of the Condominium Association.

ARTICLE IV
ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in a reasonable amount to its Members, Directors, and Officers for services rendered, and it may confer benefits on its Members in conformity with the Declaration of Condominium and the purposes of the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles, and the Bylaws.

ARTICLE V
MEMBERS

(1) The Members of the Association shall consist of all of the Unit Owners of record in the Condominium.

(2) Membership as to all Members shall commence upon the acquisition of Record Title to a Unit as evidenced by the recording of a deed of conveyance amongst the Public Records of Miami-Dade County, Florida or, as provided in the Declaration of Condominium, upon transfer of title upon the death of a Member and Membership shall terminate upon the divestment of title to said Unit.

(3) Change of Membership in the Association shall be established by the recording in the Public Records of Miami-Dade County, Florida, of a deed or other instrument establishing a record title to a Condominium Unit, and delivery to the Association of a certified copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a Member of the Association, and the Membership of the prior Unit Owner shall thereby be terminated.

(4) The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's Unit.

(5) The Association's Bylaws shall provide for an annual meeting of Members and may provide for regular and special meetings other than the annual meeting.

(6) On all matters as to which the Membership shall be entitled to vote, there shall be only one vote for each Unit. The manner of exercising voting rights shall be determined by the Association's Bylaws.

ARTICLE VI
DIRECTORS

(1) The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the Association's Bylaws, but which shall consist of not less than three Directors.

(2) Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in accordance with the Association's Bylaws, and the Director's respective terms shall be set forth in the Association's Bylaws.

(3) All of the duties and powers of the Association existing under the Act, the Declaration of Condominium, these Articles, and the Association's Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such approval is specifically required by the Condominium Act, the Declaration of Condominium, these Articles, or the Association's Bylaws.

The following persons shall constitute the initial Board of Directors, who shall hold office until the election or appointment of their successors:

<u>NAME</u>	<u>ADDRESS</u>
ROSEMARY GAUGHAN	10240 Collins Avenue Bal Harbour, Florida 33154
CAROL ADAMS	10240 Collins Avenue Bal Harbour, Florida 33154
ROBERT COLLAZO	10240 Collins Avenue Bal Harbour, Florida 33154

ARTICLE VII
OFFICERS

The affairs of the Association shall be administered by the Officers designated in accordance with the Association's Bylaws. The names and addresses of the Officers who shall serve until the election or appointment of their successors in accordance with the Bylaws are as follows

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
ROSEMARY GAUGHAN	President	10240 Collins Avenue Bal Harbour, Florida 33154

CAROL ADAMS	Vice-President	10240 Collins Avenue Bal Harbour, Florida 33154
ROBERT COLLAZO	Secretary/Treasurer	10240 Collins Avenue Bal Harbour, Florida 33154

ARTICLE VIII
SUBSCRIBERS

The names and addresses of the Subscribers to these Articles of Incorporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>
ROSEMARY GAUGHAN	10240 Collins Avenue Bal Harbour, Florida 33154
CAROL ADAMS	10240 Collins Avenue Bal Harbour, Florida 33154
ROBERT COLLAZO	10240 Collins Avenue Bal Harbour, Florida 33154

ARTICLE IX
TERM

The term of the Association shall be perpetual; provided, however, that the Association shall be terminated by the termination of the Condominium in accordance with the terms of the Declaration of Condominium.

ARTICLE X
BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as would prejudice the rights of mortgagees holding mortgages encumbering Units in the Condominium, without their prior written consent.

ARTICLE XI
AMENDMENTS TO ARTICLES

Amendments to these Articles shall be proposed and adopted in the following manner:

- (1) Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (2) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the Members of the Association having a majority of the votes in the Association. In order

for any amendment or amendments to be effective, same must be approved by an affirmative vote of _____% of the entire Board of Directors and by an affirmative vote of not less than _____% of the Members, either in person or by proxy, at a duly called meeting of the Members of the Association.

(3) No amendment shall make any changes in the qualifications for Membership nor in the voting rights of Members of the Association, without approval in writing by all Members and the joinder of all record owners of mortgages encumbering condominium Units. No amendment shall be made that is in conflict with the Act or the Declaration of Condominium.

(4) A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes.

ARTICLE XII **INDEMNIFICATION**

Every Director and every Officer of the Association shall be indemnified by the Association and by each member of the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon the Director(s) or Officer(s) in connection with any proceeding or any settlement thereof to which the Director(s) or Officer(s) may be a party, or in which the Director(s) or Officer(s) may become involved by reason of the Director(s) or Officer(s) being or having been a Director or Officer of the Association, whether or not a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director(s) or Officer(s) is adjudged guilty of willful misconduct in the performance of such Director's or Officer's duty; provided that in the event of a settlement, the indemnification set forth herein shall apply only when the Board of Directors, exclusive of any Director(s) seeking indemnification, approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all of the rights to which such Director(s) or Officer(s) may be entitled.

ARTICLE XIII **REGISTERED OFFICE AND AGENT**

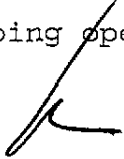
The initial registered office of the Association is at c/o Marc Hauser, Esq., 1111 Kane Concourse, Suite 616, Bay Harbor Islands, Florida 33154, and the name of the initial registered agent at that address is MARC HAUSER.

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuant of Chapter 48.091 Florida Statutes, the following is submitted, in compliance with said Act:

First - that BAL BRIDGE NORTH CONDOMINIUM ASSOCIATION, INC. desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation at 10240 Collins Ave. Bal Harbour, Fl, 33154 has named Marc Hauser, Esq. of 1111 Kane Concourse (#616) Bay Harbor Islands, FL. 33514, Florida as its agent to accept Service of Process within this State.

Having been named to accept Service of Process for the above stated Corporation at the place designated in this Certificate, I hereby accept, to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.



Marc Hauser, Esq. REGISTERED AGENT

2009 APR 30 A 10:43
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED