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FLORIDA NON-PROFIT CORPORATION

New River Centre Condominium Association, Inc.

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Fax Audit No: 05000027619 3

**ARTICLES OF INCORPORATION
FOR
NEW RIVER CENTRE CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation**

The undersigned incorporator by these Articles associates himself for the purpose of forming a not for profit corporation pursuant to the laws of the State of Florida, and hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be NEW RIVER CENTRE CODOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof for the operation of a condominium (the "Condominium"). It is intended that the Condominium will consist of eight (8) warehouse/office units ("Units"); provided, however, such number may be changed from time to time by the Board of Directors.

ARTICLE III

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the DECLARATION OF CONDOMINIUM FOR NEW RIVER BUSINESS CENTRE CONDOMINIUM (the "Declaration") to be recorded in the Public Records of Broward County, Florida, and/or the Bylaws, unless herein provided to the contrary, or unless the context otherwise requires.

Fax Audit No.
This instrument prepared by:
JEANNIE A. LIEBEGOTT, ESQ.
Florida Bar No. 0769711
KATZ, BARRON, SQUITERO, FAUST, BRECKER,
TERZO, FRIEDBERG & GRADY
100 N.E. 3rd Avenue, Suite 280
Ft. Lauderdale, Florida 33301
Tel: (954) 522-3636
Fax: (954) 522-5119

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ARTICLE IV

POWERS

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a not for profit corporation under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.
- 4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration, and all of the powers and duties reasonably necessary to operate and administer the Condominium, pursuant to the Declaration and as more particularly described in the Bylaws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against "Members" of the Association (as defined in Article 5 hereof) as Unit Owners (the "Owners" or "Unit Owners"), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
 - (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
 - (d) To purchase insurance upon the "Condominium Property" (as defined in the Declaration) and insurance for the protection of the Association, its officers, Board of Directors and Unit Owners.
 - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.
 - (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
 - (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and "Association Property" (as hereinafter defined in Article 4.3 hereof), subject, however, to the limitation regarding assessing Units

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owned by "Developer" (as defined in the Declaration) for fees and expenses relating in any way to claims or potential claims against Developer as set forth in the Declaration and/or Bylaws.

(h) If applicable, to contract for the management and maintenance of the Condominium Property and Association Property, and to authorize a management agent (who may be an affiliate of the Developer) 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 the Common Elements with funds as shall be made available by the Association for such purposes. The Association, including its Board of Directors and all officers, shall, however, retain at all times the powers, and duties granted by the Condominium Act, and the Declaration, including, but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(i) To employ personnel to perform the services required for the proper operation of the Condominium.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds (hereinafter collectively referred to as "Association Property") shall be held for the benefit and use of the Members in accordance with the provisions of the Act, the Declaration, these Articles and the Bylaws. Association Property shall be subject to reasonable regulation by the Board of Directors.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of the Condominium.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration and the Bylaws.

ARTICLE V

MEMBERS

5.1 Membership. The members of the Association ("Members") shall consist of the Developer and all of the record title Owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who

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were Members, at the time of such termination, and their successors and assigns, as further described in the Declaration.

- 5.2 Assignment. 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 the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be three (3) votes allotted to Unit "A," and one vote for each of Units "B," "C," "D," "E," "F," "G" and "H," which votes shall be exercised or cast in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to the applicable vote(s) for each Unit owned.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

ARTICLE VI

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII

INCORPORATOR

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

<u>NAME</u>	<u>ADDRESS</u>
Ricardo Bajandas, P.A.	1000 Brickell Avenue, Suite 900 Miami, Florida 33131

ARTICLE VIII

OFFICERS

Subject to the direction of the Board of Directors (described in Article 9 below), the affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board. The Bylaws may provide

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for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
President: James P. McConchi	2699 S. Bayshore Drive, 7 th Floor Miami, Florida 33131
Secretary: James P. McConchie	2699 S. Bayshore Drive, 7 th Floor Miami, Florida 33131

ARTICLE IX
BOARD OF DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board" or "Board of Directors") consisting of the number of Board Members determined in the manner provided by the Bylaws, but which shall consist of not less than three (3), nor more than nine (9) Board Members. Members of the Board of Directors need not be Members of the Association or residents of Units in the Condominium.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the 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 and except as provided in the Declaration.
- 9.3 Election; Removal. Board Members of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Members of the Board may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws.
- 9.4 First Directors. The names of the members of the first Board who shall hold office until their successors are elected and have qualified, as provided in the Bylaws are as follows:

<u>NAME</u>	<u>ADDRESS</u>
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ARTICLE X

INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify any Board Member or officer, or their agents, 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 such party is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by such party in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that such party did not act in good faith or in a manner such party reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that such party had reasonable cause to believe that his or her conduct was unlawful, and (b) such court also 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 and in a manner which such person reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

- 10.2 Expenses. To the extent that a Member of the Board, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 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 and reasonably incurred by him in connection therewith.

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- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Member of the Board, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article X.
- 10.4 Miscellaneous. The indemnification provided by this Article X shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Member of the Board, officer, employee or agent, and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Member of the Board, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Member of the Board, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such party and insured by such party in any such capacity, or arising out of said person's status as such, whether or not the Association would have the power to indemnify said person against such liability under the provisions of this Article.
- 10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article X may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI

BYLAWS

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded in the manner provided in the Bylaws and the Declaration.

ARTICLE XII

AMENDMENTS

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

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- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the Members of the Association. Members of the Board and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:
- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than sixty-five percent (65%) of the entire Board of Directors; or
 - (b) after control of the Association is turned over to Unit Owners other than the Developer, by not less than sixty-five percent (65%) of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or
 - (c) after control of the Association is turned over to Unit Owners other than the Developer, by not less than sixty-five percent (65%) of the entire Board of Directors; or
 - (d) before control of the Association is turned over to the Unit Owners other than the Developer, by not less than sixty-five percent (65%) the entire Board of Directors.
- 12.3 Limitation. No amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 5.1 and 5.2 of the Declaration, without the approval in writing of all Members and the joinder of all mortgagees. No amendment shall be made that is in conflict with the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer or its Affiliate, unless Developer or its Affiliate shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.
- 12.4 Developer. Developer has the absolute right, without the joinder of the Association or any other party, to amend these Articles (consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone) without any consent of Members.

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12.5 Recording. A copy of each amendment shall be filed with the Department of State pursuant to the provisions of applicable Florida law, and a copy certified by the Department of State shall be recorded in the Public Records of Broward County, Florida.

ARTICLE XIII

PRINCIPAL ADDRESS OF ASSOCIATION

The principal office of this corporation shall be at c/o Ricardo Bajandas, P.A., 1000 Brickell Avenue, Suite 900, Miami, Florida 33131, or such other place as may subsequently be designated by the Board of Directors.

ARTICLE XIV

CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the Developer.

ARTICLE XV

REGISTERED AGENT

The initial registered agent of the Association shall be Ricardo Bajandas, P.A., 2699 South Bayshore Drive, 7th Floor, Miami, Florida 33131

IN WITNESS WHEREOF, the Incorporator has affixed his signature as of this 2 day of Feb, 2005.


Ricardo Bajandas

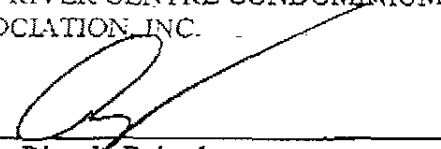
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091 AND 617.0501, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

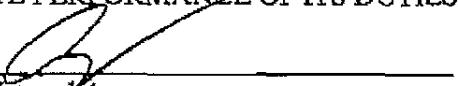
NEW RIVER CENTRE CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS AT BROWARD COUNTY, STATE OF FLORIDA, HAS NAMED RICARDO BAJANDAS, P.A., 1000 BRICKELL AVENUE, SUITE 900, MIAMI, FLORIDA 33131, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

NEW RIVER CENTRE CONDOMINIUM ASSOCIATION, INC.

By: 
Name: Ricardo Bajandas
Title: Incorporator
DATE: 2/2, 2005

FILED
05 FEB - 3 AM 8:15
SUNSHINE STATE
TALLAHASSEE, FLORIDA

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, RICARDO BAJANDAS, P.A., HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF ITS DUTIES.


Registered Agent

By: _____
Name: _____
Title: _____
DATE: 2/2, 2005

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