

N 96 00000 43 *Adv 1*

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870
 Mailing Address: Post Office Box 10349, Tallahassee, FL 32302
 TOLL FREE No. 1-800-342-8062
 FAX (904) 222-1222

NAME _____
 FIRM _____
 ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
 One Day Service Two Day Service

To us via _____ Return via _____

Matter No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

RE: 919 Ocean Drive
Condominium Association, Inc.

	C.C. FEE.	DISBURSED
<input type="checkbox"/> Capital Express™		
<input checked="" type="checkbox"/> Art. of Inc. File		
<input type="checkbox"/> Corp. Record Search		
<input type="checkbox"/> Ltd. Partnership File		
<input type="checkbox"/> Foreign Corp. File		
<input checked="" type="checkbox"/> () Cert. Copy(s)		
<input type="checkbox"/> Art. of Amend. File		
<input type="checkbox"/> Dissolution/Withdrawal		
<input type="checkbox"/> C U S-		
<input type="checkbox"/> Fictitious Name File		
<input type="checkbox"/> Name Reservation		
<input type="checkbox"/> Annual Report/Reinstatement		
<input type="checkbox"/> Reg. Agent Service		
<input type="checkbox"/> Document Filing		
<input type="checkbox"/> Corporate Kit		
<input type="checkbox"/> Vehicle Search		
<input type="checkbox"/> Driving Record		
<input type="checkbox"/> Document Retrieval		
<input type="checkbox"/> UCC 1 or 3 File		
<input type="checkbox"/> UCC 11 Search		
<input type="checkbox"/> UCC 11 Retrieval		
<input type="checkbox"/> File No.'s. _____ Copies		
<input type="checkbox"/> Courier Service		
<input type="checkbox"/> Shipping/Handling		
<input type="checkbox"/> Phone () _____		
<input type="checkbox"/> Top Priority		
<input type="checkbox"/> Express Mail Prep.		
<input type="checkbox"/> FAX () _____ pgs.		
SUBTOTALS		

95 AUG 19 11 11 AM '96
 FILED

.....
 REQUEST TAKEN CONFIRMED APPROVED
 DATE 8/19 _____ _____
 TIME 2:20 _____ _____
 BY Benny _____ CK No. _____

WALK-IN
 Will Pick Up _____

FEE.....	\$
DISBURSED.....	\$
SURCHARGE.....	\$
TAX on corporate supplies.....	\$
SUBTOTAL.....	\$
PREPAID.....	\$
BALANCE DUE.....	\$
	\$

DIVISION 96
 95 AUG 19 11 11 AM '96
 RECEIVED

Please remit invoice number with payment
 TERMS: NET 10 DAYS FROM INVOICE DATE
 1 1/2% per month on Past Due Amounts
 Past 30 Days, 18% per Annum.

THANK YOU
 from
 Your Capital Connection

CAPITAL CONNECTION, INC.

417 E. Virginia St., Suite 1, Tallahassee, FL 32301, (904)224-8870
 Mailing Address: Post Office Box 10349, Tallahassee, FL 32302
 TOLL FREE No. 1-800-342-8062
 FAX (904) 222-1222

NAME _____
 FIRM _____
 ADDRESS _____

PHONE () _____

Service: Top Priority _____ Regular _____
 One Day Service Two Day Service

To us via _____ Return via _____

Matter No.: _____ Express Mail No. _____

State Fee \$ _____ Our \$ _____

LANGP 1

RE: 918 Ocean Drive
Condominium Association, Inc.

	C.C. FEE.	DISBURSED
Capital Express™		
<input checked="" type="checkbox"/> Art. of Inc. File		
Corp. Record Search		
Ltd. Partnership File		
Foreign Corp. File		
<input checked="" type="checkbox"/> () Cert. Copy(s)		
Art. of Amend. File		
Dissolution/Withdrawal		
C U S-		
Fictitious Name File		
Name Reservation		
Annual Report/Reinstatement		
Reg. Agent Service		
Document Filing		
Corporate Kit		
Vehicle Search		
Driving Record		
Document Retrieval		
UCC 1 or 3 File		
UCC 11 Search		
UCC 11 Retrieval		
File No.'s, _____ Copies		
Courier Service		
Shipping/Handling		
Phone ()		
Top Priority		
Express Mail Prep.		
FAX () pgs.		
SUBTOTALS		

.....
 REQUEST TAKEN CONFIRMED APPROVED
 DATE 8/19 _____
 TIME 8:20 _____ CK No. _____
 BY Seely _____

FEE.....	\$ _____
DISBURSED.....	\$ _____
SURCHARGE.....	\$ _____
TAX on corporate supplies.....	\$ _____
SUBTOTAL.....	\$ _____
PREPAID.....	\$ _____
BALANCE DUE.....	\$ _____
	\$ _____

WALK-IN
 Will Pick Up _____

Please remit invoice number with payment
 TERMS: NET 10 DAYS FROM INVOICE DATE
 1 1/2% per month on Past Due Amounts
 Past 30 Days, 18% per Annum.

THANK YOU
 from
 Your Capital Connection

ARTICLES OF INCORPORATION OF 918 OCEAN DRIVE CONDOMINIUM ASSOCIATION,
INC. (A CORPORATION NOT-FOR-PROFIT)

The undersigned subscriber by these articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes) and hereby adopt the following articles of incorporation:

I.

The name of the corporation is 918 Ocean Drive Condominium Association, Inc. This corporation shall hereinafter be referred to as the "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate that certain Condominium, bearing the same name as the Association, (hereinafter referred to as the "Condominium"), at 918 Ocean Drive, Miami Beach, Florida, on the property legally described on Exhibit "A" attached hereto. The Developer is Mercator U.S.A., Inc., a Florida corporation, and is hereinafter referred to as "Developer."

III.

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached thereto.
2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Condominium and F.S. 718.111 including, but not limited to the following:
 - (a) To levy and collect assessments against members of the Association to defray the expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached thereto.
 - (b) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.
 - (c) To contract for the management of the Condominium Property and to delegate in such contract all or any part of the powers and duties of the Association provided in these Articles, the Declaration of Condominium and Exhibits attached thereto.
 - (d) To enforce the provisions of said Declaration of Condominium and Exhibits attached thereto and the Rules and Regulations governing the use of said Condominium.
 - (e) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association.
 - (f) As provided in the Declaration of Condominium, to acquire and enter into agreements whereby the Association acquires leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment, recreation or other use or benefit of the members.
 - (g) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of Condominium Units.
 - (h) The Association shall have the right, when determined by the Board of Directors to be in the best interests of the Association, to grant exclusive licenses, easements, permits, leases or privileges to any individual or entity, including non-Unit Owners, which affect the Common Elements or Limited Common Elements, and to alter, add to, relocate or improve the Common Elements and Limited Common Elements, provided, however, if any Limited Common Elements are affected, the consent of the Owner(s) of the Unit(s) to which such Limited Common Elements are appurtenant must be obtained by the Association.

The provisions of the Declaration of Condominium and Exhibits attached thereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors, and members shall be deemed provisions hereof.

IV.

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

1. The owners of all Units in the Condominium and the Subscriber to these Articles of Incorporation shall be members of the Association. No other persons or entities shall be entitled to membership. Membership of the subscriber shall terminate upon the Developer being divested of all units in the condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, each Unit Owner, which is current with respect to payment of assessments and does not owe any late fees, shall be entitled the following Voting Interests for each Unit owned, which Voting Interests are identical to the percentage share of Common Elements attributable to each Unit:

<u>Unit</u>	<u>Assigned Voting Interests</u>
201	0.026967
202	0.035023
203	0.031538
204	0.031538
205	0.021463
206	0.021929
207	0.021929
208	0.035275
209	0.036637
301	0.026967
302	0.035023
303	0.031538
304	0.031538
305	0.021463
306	0.021929
307	0.021929
308	0.035275
309	0.036637
401	0.093927
402	0.052590
403	0.053559
Commercial Unit	0.275326

Voting by Unit Owners shall be governed by the provisions of the By-Laws.

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium, the membership of the Association shall be comprised of the Subscriber to these Articles, which shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

The Association shall have perpetual existence. If the Association shall ever be dissolved, the assets shall be conveyed to an appropriate agency of the local government or to a not-for-profit corporation with similar purposes as the Association.

VI.

The principal office of the Association shall be located on the Condominium Property, 918 Ocean Drive, Miami Beach, Florida. The registered office of the Association shall be located at c/o Christopher Langen, Esq., 112 South Hibiscus Drive, Miami, Florida 33139 and the registered agent at such address shall be Christopher Langen, Esq.

VII.

The affairs of the Association will be managed by a Board of Administration initially

consisting of three (3) directors who need not be members of the Association. Directors of the Association shall be elected at the annual meeting in the manner provided by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

The Directors named in these Articles shall serve pursuant to the By-Laws and the Condominium Act and any vacancies in their number occurring shall be filled as the By-Laws provide.

The names and addresses of the members of the first Board who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Heri Kletzenbauer 460 Ocean Drive
Miami Beach, Florida

Christopher Langen 112 S. Hibiscus Drive
Miami, Florida

Max Langen 112 S. Hibiscus Drive
Miami, Florida

The Board of Directors shall have the power to adopt the budget of the Association and Condominium.

The transfer of control from the Developer to the Unit Owners shall be in accordance with the provisions of F.S. 718.301 and the By-Laws.

The Board shall be subject to recall as provided in F.S.718.112 (to the extent legally valid).

VIII.

Subject to the provisions of the By-Laws, the officers of the Association shall be elected by the Board at their first meeting following the members annual meeting. Officers shall serve at the pleasure of the Board. The names of the initial officers who shall serve until their successors are elected are as follows:

President: Christopher Langen

Vice President and Treasurer: Heri Kletzenbauer

Secretary: Christopher Langen

IX.

The Incorporator of these Articles of Incorporation is:

Christopher Langen 112 South Hibiscus Drive
Miami, Florida 33139

X.

The original By-Laws of the Association shall be adopted by a majority vote of the Directors of the Association. The By-Laws may be altered or rescinded by the Board and the voting interests in the Association subject to the provisions thereof.

XI.

These Articles of Incorporation may be amended in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of a majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a meeting of members, or amendments may be proposed by the members of the Association upon a vote of a majority (51%) of the voting interests entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call For Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the Board and the membership. It shall be the duty of the Secretary to give each member written notice stating the place, day and

hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby and an identification of agenda items for which the meeting is called. Notice shall be delivered not less than twenty (20) or more than sixty (60) days before the date of the meeting either, personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Property. If the notice is mailed with postage thereon prepaid, at least twenty (20) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the membership books.

3. **Vote Necessary.** In order for such amendment or amendments to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of two-thirds of the Board and seventy-five percent (75%) of the voting interests entitled to vote thereon.

4. **Filing.** The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation
- (b) The amendments so adopted.
- (c) The date of the adoption of the amendment by the members

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Florida for approval.

Notwithstanding the foregoing provisions of this Article, for so long as Developer holds Units for sale in the ordinary course of business at the Condominium, no action shall be taken by the Association which would be detrimental to sales of Units by Developer without approval in writing by Developer; accordingly, for so long as Developer holds Units for sale in the ordinary course of business in the Condominium, prior to the approval of any amendment to these Articles of Incorporation, ten-day written notification of the proposed amendment shall first be provided to Developer for determination by Developer if the same would be detrimental to sales of Units by Developer. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or which causes the Association or its members to violate any of the same.

XII.

The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit. The funds and assets of the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium and Exhibits attached thereto.

XIII.

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with Developer shall be invalidated in whole or part by the Association, any subsequent officers, director and/or member(s) on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with or the subject matter of the contract or profited thereby regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Board which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with full force and effect, as if he had no such interest (provided that in such case the nature of such interest [though not necessarily the extent or details thereof] shall be disclosed, or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the Association by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the Association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereby.

All the provisions of the Declaration and Exhibits attached thereto shall be deemed ratified and fully disclosed hereunder.

XIV.

The Association does and shall indemnify its officers and directors as provided in the By-Laws.

IN WITNESS WHEREOF, we have hereun set our hands and seals at Miami, Dade County, Florida, on August 16, 1996.

Claudia da Costa
Claudia da Costa

Christopher Langen (SEAL)
Christopher Langen

Heldjer Staecker
Heldjer Staecker

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared CHRISTOPHER LANGEN personally known to me to be the person described or who produced DL 2116 655710 as identification and who executed the foregoing instrument and acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of August, 1996.



DAVID W. JENKINS
COMMISSION # CC 511525
EXPIRES DEC 15, 1999
TRUSTEES THROUGH
BONDING CO., INC.

(NOTARIAL SEAL)

David W. Jenkins
Notary Public: _____
State of Florida at Large

My commission expires: 12/15/99



DAVID W. JENKINS
COMMISSION # CC 511525
EXPIRES DEC 15, 1999
TRUSTEES THROUGH
BONDING CO., INC.

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, FLORIDA STATUTES, THE FOLLOWING
IS SUBMITTED:

FIRST - 918 Ocean Drive Condominium Association, Inc., desiring to organize or qualify under the Laws of the State of Florida with its principal place of business at Dade County, State of Florida, has named CHRISTOPHER LANGEN located at 112 South Hibiscus Drive, Miami, Florida 33139, as its registered agent to accept service of process within Florida.

Signature: _____

Title: President

Date: August 16, 1996

ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated non-profit corporation, at the place designated in the Article VI of these Articles of Incorporation and in this certificate, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this August 16, 1996.

EXHIBIT A
LEGAL DESCRIPTION

Lot 6, of Block 14, of OCEAN BEACH ADDITION No. 2, according to the Plat thereof, as recorded in Plat Book 2, Page 56, of the Public Records of Dade County Florida.

FILED
56 AUG 19 11:11:14
TALLAHASSEE, FLORIDA