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November 24, 1998

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Florida Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

Re: SOUTH BEACH RESIDENCES CONDOMINIUM ASSOCIATION, INC.

FILING OF DOCUMENTS FOR NOT FOR PROFIT CORPORATION

Our File No. M-979

To whom it may concern:

I enclose at this time an original and one copy of the proposed Articles of Incorporation for the above referenced not for profit Florida corporation, and the attached Acceptance of Appointment as Registered Agent, along with Harvey Mattel Trust Account check number 4214 in the amount of \$78.75 made payable to the Florida Department of State. The total amount enclosed encompasses the filing fee for the not for profit corporation (\$35.00), the filing fee for the designation of a registered agent (\$35.00), and the cost of obtaining a certified copy of the articles of incorporation/certificate of incorporation (\$8.75).

I would appreciate your prompt filing of the Articles of Incorporation and the Acceptance of Appointment as Registered Agent, and returning a certified copy of the articles of incorporation/certificate of incorporation in the enclosed self-addressed, stamped envelope.

If there are any questions, please do not hesitate to call me collect at (954) 763-5095, Ext. 193.

Very truly yours,



MARC AVIDANO for
THE LAW OFFICES OF HARVEY MATTEL

Enc.

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ARTICLES OF INCORPORATION

FOR

SOUTH BEACH RESIDENCES CONDOMINIUM ASSOCIATION, INC. (A Florida Corporation Not For Profit)

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, namely Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

ARTICLE I – NAME

The name of the corporation shall be SOUTH BEACH RESIDENCES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association". For convenience, these Articles of Incorporation will hereinafter be referred to as the "Articles", and the By-Laws of the Association will hereinafter be referred to as the "By-Laws".

ARTICLE II – PRINCIPAL OFFICE OF CORPORATION

The address of the initial principal office of this corporation shall be 628 6th Street, Miami Beach, Florida 33139.

ARTICLE III – PURPOSES

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not for profit pursuant to Chapter 617 of the Florida Statutes.
2. To operate South Beach Residences, a Condominium (hereinafter referred to as the "Condominium") pursuant to the Florida Condominium Act (hereinafter referred to as the "Act"), as of the date when the Declaration of Condominium for South Beach Residences, a Condominium (hereinafter referred to as the "Declaration"), is recorded in the public records in Dade County, Florida. Upon recording the Declaration, the Association shall automatically assume all rights, powers and duties provided for herein and in the Act, the By-Laws and the Declaration.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.

ARTICLE IV – DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration and in the Act, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V – POWERS AND DUTIES

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

1. **General.** The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.
2. **Enumeration.** The corporation shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and

as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To buy, own, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.
 - (b) To make and collect Assessments and other charges against members of the Association (whether or not such sums are payable to the Association) and to use the proceeds thereof for the repair and replacement of the Common Elements and in the general exercise of the Association's powers and duties.
 - (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 and insurance for the protection of the Association, its directors, officers and members, and such other parties as the Association may determine.
 - (e) To make and amend reasonable rules and regulations for the use, maintenance, conservation and appearance of the Condominium Property, and for the health, comfort, safety, welfare and benefit of the Association's members.
 - (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 By-Laws, and the Rules and Regulations of the Association for the use of the Condominium Property.
 - (h) To manage the Condominium Property and to perform such functions as the submission of proposals, preparation of records and enforcement of rules and regulations.
 - (i) To employ personnel as necessary to perform the obligations, services and duties required for the proper operation of the Condominium and/or to contract with others for the performance of such services.
3. **Association Property.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
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 or as otherwise authorized by Chapter 617 of the Florida Statutes.
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, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE VI – MEMBERS

1. **Membership.** The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time. Membership shall be established as to each Unit upon the recording of the Declaration. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, and upon recording in the public records the deed or other instrument establishing acquisition of the Unit, the new

Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated. The Association will recognize such change in membership upon receipt of a true copy of the applicable deed or other instrument, or upon otherwise being informed of the transfer of ownership of the Unit.

2. **Assignment.** The share of each member of the Association 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 membership is established.
3. **Voting.** On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. In the event any Unit is owned by more than one person and/or by an entity, the vote for such Unit shall be cast in the manner provided for by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.
4. **Meetings.** The By-Laws shall provide for an annual meeting of the members of the Association, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VII – TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VIII – INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

Paul Giraud

7010 Southwest 48th Lane
Miami, Florida 33155

ARTICLE IX – INITIAL REGISTERED OFFICE AND AGENT

The address of the initial registered office of this corporation shall be 628 6th Street, Miami Beach, Florida 33139, and the initial registered agent of this corporation shall be Timothy Voda. The corporation shall have the right to change such registered office and such registered agent from time to time, as provided by law.

ARTICLE X – DIRECTORS

1. **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board which shall consist of not less than three (3) nor more than seven (7) directors. The By-Laws provide for the manner in which the number of directors may be determined from time to time. Directors, other than designees of the Developer, are required to be members of the Association and at least eighteen (18) years old.
2. **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws 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.
3. **Election; Removal.** Directors 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 By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

4. **Term of Developer's Directors.** The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.
5. **Initial Directors.** The Association shall initially have three (3) directors. The names and addresses of the initial directors, who shall hold office until their successors are elected and have taken office, as provided in the By-laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Paul Giraud	7010 Southwest 48 th Lane Miami, Florida 33155
<u>NAME</u>	<u>ADDRESS</u>
Nicole Giraud	7010 Southwest 48 th Lane Miami, Florida 33155
<u>NAME</u>	<u>ADDRESS</u>
Jean-Claude Reboul	7010 Southwest 48 th Lane Miami, Florida 33155

ARTICLE XI – OFFICERS

The officers of this corporation shall be a president, vice president, secretary, treasurer, and such other officers as the Board of Directors may from time to time create by resolution. The affairs of the Association shall be administered by the officers in the manner provided in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President:

Paul Giraud	7010 Southwest 48 th Lane Miami, Florida 33155
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Vice President:

Jean-Claude Reboul	7010 Southwest 48 th Lane Miami, Florida 33155
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Secretary:

Jean-Claude Reboul	7010 Southwest 48 th Lane Miami, Florida 33155
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Treasurer:

Nicole Giraud	7010 Southwest 48 th Lane Miami, Florida 33155
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ARTICLE XII – INDEMNIFICATION

1. **Indemnity.** The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he 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 him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful. However, no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless the court determines that such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. 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, in and of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

2. **Expenses.** To the extent that a director, 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 Paragraph 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.
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 as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article, or indemnification is ordered by the court.
4. **Miscellaneous.** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any laws of the State of Florida, any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such a person.
5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.
6. **Amendment.** Anything to the contrary herein notwithstanding, the provisions of this Article may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XIII – BY-LAWS

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

ARTICLE XIV – AMENDMENTS

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

1. **Notice.** Written notice setting forth the subject matter of a proposed amendment and a summary of the changes to be effected thereby shall be given to all members entitled to vote within the notice of any meeting. Any number of amendments may be submitted and voted upon at a meeting.
2. **Initiation by Resolution.** A resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of members entitled to vote must be adopted by either a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association.
3. **Adoption of Amendment.** Members may vote by proxy as permitted by the Condominium Act. The proposed amendment shall be approved and adopted by the affirmative vote of 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. If there is not a quorum of members represented at the meeting to vote, the amendment may be approved by a majority vote of all the Directors then in office. Any amendment approved by the members may provide that the Board may not further amend, modify or repeal such amendment.
4. **Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Paragraphs 3, 4 or 5 of Article V, entitled "Powers and Duties", without the approval in writing of all members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, 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 an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. Finally, no amendment to this paragraph shall be effective.
5. **Developer Amendments.** To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
6. **Discrimination.** No amendment to these Articles shall be made which discriminates against any Unit Owner, or affects less than all of the Unit Owners, without the written approval of all of the Unit Owners so discriminated against or affected.
7. **Filing and Recording.** Upon the approval of an amendment to these Articles, a copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Dade County, Florida.

IN WITNESS WHEREOF, the Incorporator has executed these Articles of Incorporation as of the day and year set forth below.

Paul Giraud, Incorporator

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 5th day of November, 1998 by Paul Giraud. He is personally known to me or has produced _____ as identification and did not take an oath.

(Seal)



ABBY HEVIA
My Commission CC41226
Expires Nov. 07, 1998
Bonded by HAI
800-422-1555

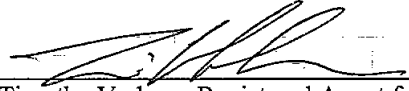
ABBY HEVIA
NOTARY PUBLIC, State of Florida

My commission expires: _____

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned, Timothy Voda, having been named as registered agent to accept service of process for the above named corporation, at the registered office designated in the Articles of Incorporation, hereby agrees and consents to act in that capacity. The undersigned is familiar with the duties and obligations of a registered agent as set forth in Section 617.0503, and accepts such duties and obligations of being a registered agent in accordance with the requirements of Section 617.0501, Florida Statutes.

Dated this 12 day of November, 1998.



Timothy Voda, as Registered Agent for
South Beach Residences Condominium Association, Inc.

98 NOV 25 AM 9:29
STATE OF FLORIDA
TALLAHASSEE