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LAW OFFICES OF
STEVEN I. GREENWALD, P.A.

BOCA PALM PROFESSIONAL PLAZA
6971 NORTH FEDERAL HIGHWAY, SUITE 105
BOCA RATON, FLORIDA 33487

STEVEN I. GREENWALD
OF COUNSEL
BRANDON J. DOUGLAS
LAURA S. BLACKMAN
KAREN V. D. H. FISCHER

TELEPHONE (561) 994 - 5560
FAX (561) 994 - 5629

January 16, 2003

Secretary of State
Division of Corporations
P. O. Box 6327
Tallahassee, Florida 32314

Re: Articles of Incorporation
The Kirkland Building Condominium Association, Inc.

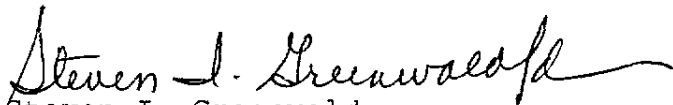
Dear Sir or Madam:

Enclosed herewith please find original and one copy of Articles of Incorporation of The Kirkland Building Condominium Association, Inc., together with our firm's check in the amount of \$78.75 representing the filing fee.

Please file the original and return the copy of the Articles of Incorporation stamped received together with the certificate and corporate number in the enclosed envelope provided for that purpose.

Thank you and if you have any questions, please do not hesitate to contact this office.

Very truly yours,



Steven I. Greenwald

SIG/d

Enclosure

Cc: The Kirkland Building Condominium Association, Inc.

ARTICLES OF INCORPORATION FOR THE KIRKLAND
BUILDING CONDOMINIUM ASSOCIATION, INC.

03 JAN 21 PM 3:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned subscribers by these Articles associate themselves for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE 1

NAME

The name of the corporation shall be THE KIRKLAND BUILDING CONDOMINIUM 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 By-Laws of the Association as the "By-Laws".

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), for the operation of that certain condominium located in Miami-Dade County, Florida, and known as THE KIRKLAND BUILDING CONDOMINIUM ASSOCIATION, INC. (the "Condominium").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Miami-Dade County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

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 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.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in 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 (so long as such powers are not in conflict with the Act), 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 as 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 as may be necessary or convenient in the administration of the Condominium.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by Unit Owners.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and members as 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, mortgaging, 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 for the use of the Condominium property.
- (h) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with which such contract has been entered into all of the powers and duties of the Association, except those which require specific approval of the Board of Directors or the membership of the Association. In exercising this power, the Association may contract with affiliates of itself and the Developer.

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

4.3 Condominium Property. All funds and the titles of 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.

4.4 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

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, the By-Laws and the Act.

ARTICLE 5

MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.

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 one vote for each unit, which votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast a vote for each Unit owned.

5.4 Meetings. The By-Laws 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 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

SUBSCRIBERS

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

<u>Name</u>	<u>Address</u>
Boby Jo Kirkland	123 Riverfalls Court Boca Raton, Florida 3348
William Swad, Sr.	8200 Creek Hollow Road Blacklick, Ohio 43004
Dennis Hugh Kirkland	300 Sycamore Lane Apt. 201 Woodstock, Georgia 30188

ARTICLE 8

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated 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 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:	Boby Jo Kirkland
Vice President:	William Swad, Sr.
Secretary/Treasurer:	Dennis Hugh Kirkland

ARTICLE 9

DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not

less than three (3) directors. 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 By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by the Unit Owners when such approval is specifically required.

9.3 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.

9.4 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.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Boby Jo Kirkland	12365 Riverfalls Court Boca Raton, Florida 33428
William Swad, Sr.	8200 Creek Hollow Road Blacklick, Ohio 43004
Dennis Hugh Kirkland	300 Sycamore Lane Apt. 201 Woodstock, Georgia 30188

ARTICLE 10

INDEMNIFICATION

10.1 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, 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, had no reasonable cause to believe his conduct was unlawful, except no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such 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, of itself, create a presumption that the person did not act in good faith and in a manner which 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, had reasonable cause to believe that his conduct was unlawful.

10.2 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 Section 10.1 above, 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.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may 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 any 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 10.

10.5 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 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 person.

10.6 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.

ARTICLE 11

BY-LAWS

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

ARTICLE 12

AMENDMENTS

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

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 of Directors or by not less than one-third (1/3) of the members of the Association. Directors 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 approval must be:

- (a) 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 66-2/3% of the entire Board of Directors; or

- (b) by not less than 80% of the votes of all of the members of the Association represented at a meeting at which a quorum has been attained; or
- (c) by not less than 100% of the entire Board of Directors.

12.3 Limitation. Provided, however, that 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 Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all members and the joinder of all record owners of mortgages upon 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.

12.4 Developer Amendments. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

12.5 Recording. 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 Palm Beach County, Florida.

ARTICLE 13

INITIAL REGISTERED OFFICE: ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 537-581 Burlington Street, Opa Locka, Miami-Dade County, Florida 33054, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Bobye Jo Kirkland.

IN WITNESS WHEREOF, the subscribers have affixed their signatures on the 30 day of October, 2002.

Boby Jo Kirkland (Seal)
Boby Jo Kirkland

William Swad, Sr. (Seal)
William Swad, Sr.

Dennis Hugh Kirkland (Seal)
Dennis Hugh Kirkland

STATE OF FLORIDA
COUNTY OF PALM BEACH

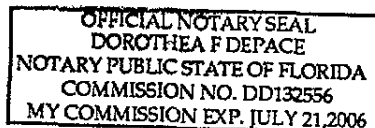
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared BOBYE JO KIRKLAND, who is personally known to me or who has provided _____ as identification. I. D. # _____, and who being duly sworn, executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 30 day of October, 2002.

By: Dorothea F. DePace
Notary Public
DOROTHEA F. DePACE

Printed Name of Notary

My Commission Expires:



STATE OF OHIO
COUNTY OF FRANKLIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared WILLIAM SWAD, SR. who is personally known to me or who has provided 8300-892-30-213-0 as identification. I. D. # At. Drivers Lic and who being duly sworn, executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 13 day of NOVEMBER, 2002.



FRANKLIN W. HENDREN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 3-09-04

By: Franklin W. Hendren
Notary Public

FRANKLIN W. HENDREN
Printed Name of Notary

My Commission Expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared DENNIS HUGH KIRKLAND who is personally known to me or who has provided _____ as identification. I. D. # _____, and who being duly sworn, executed the foregoing instrument and acknowledged before me that he/she executed the same.

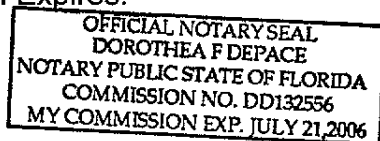
WITNESS my hand and official seal in the County and State last aforesaid, this 30 day of October, 2007.

By: Dorothea F De Pace
Notary Public

DOROTHEA F. DePACE

Printed Name of Notary

My Commission Expires:



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

03 JAN 21 PM 3:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the laws of Florida, the following is submitted:

First – that desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Opa Locka, County of Miami-Dade, State of Florida, the corporation named in the said Articles has named BOBYE JO KIRKLAND located at 12365 Riverfalls Court, Boca Raton, Florida 33428, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

By: Boby Jo Kirkland
Boby Jo Kirkland
Registered Agent

Dated this 30 day of October, 2002.

CONSENT OF MORTGAGEES

The following individuals and entities, the owners and holders of the mortgages, as modified or amended from time to time, which encumber the property owned by THE KIRKLAND BUILDING CONDOMINIUM ASSOCIATION, INC., a Florida corporation, herewith consent to the filing of the Declaration of Condominium establishing the THE KIRKLAND BUILDING, a Condominium.

William Swad, Sr.
Witness

Betty E. Moge
Witness

By: William Swad, Sr.
William Swad, Sr. *AKA Wilmer*

STATE OF OHIO
COUNTY OF FRANKLIN

The foregoing Consent of Mortgagee was executed this 13 day of NOVEMBER, 2002, by WILLIAM SWAD, SR.



FRANKLIN W. HENDREN
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 3-09-04

By: Franklin W. Hendren
Notary Public
FRANKLIN W. HENDREN
Printed Name of Notary

My Commission Expires: