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FLORIDA NON-PROFIT CORPORATION

BRICKELL BAY MASTER PROPERTY OWNERS ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
BRICKELL BAY MASTER PROPERTY
OWNERS ASSOCIATION, INC.

The undersigned incorporator, desiring to form a corporation not for profit under Chapter 817, Florida Statutes, as amended, hereby adopts the following Articles of Incorporation:

ARTICLE 1.

NAME

The name of the corporation shall be **BRICKELL BAY MASTER PROPERTY OWNERS ASSOCIATION, INC.**, which is hereinafter referred to as the "Association". The principal office of the Association shall be at 1900 Brickell Avenue, Miami, Florida 33131, or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE 2.

PURPOSES AND POWERS

The objects and purposes of the Association are those objects and purposes as are authorized by the **Master Declaration of Covenants, Restrictions and Easements for Brickell Bay**, recorded (or to be recorded) in the Public Records of Miami-Dade County Florida, as hereafter amended and/or supplemented from time to time (the "Master Declaration"). All of the definitions set forth in the Master Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in The Properties (as defined in the Master Declaration) and to maintain the Common Areas thereof for the benefit of the Owners who become Members of the Association.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

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 terms of these Articles and the Master Declaration. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Master Declaration and to provide for the general welfare of its membership.

ARTICLE 3.

MEMBERS

Section 3.1. Membership. The Owner of each Lot, including each owner of a Unit, shall be a Member of the Association, provided that any such person or entity who holds an ownership interest merely as security for the performance of an obligation shall not be a Member. Notwithstanding that Unit Owners are members of the Association, any Unit Owners who are members of a Neighborhood Association shall only cast votes through a Voting Member as described below.

Section 3.2. Voting Rights. The Association shall have three (3) classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 above with the exception of JABBA (as long as the Class B membership shall exist, and thereafter JABBA shall be a Class A Member to the extent that it would otherwise qualify) and TWJ (as long as the Class C Membership shall exist, and thereafter JABBA shall be a Class A Member to the extent that it would otherwise qualify). Except as provided below, the Class A Members, by virtue of ownership of any portion of the JABBA Lot, shall be entitled to, in the aggregate, three hundred (300) votes, and the Class A Members, by virtue of ownership of any portion of the TWJ Lot, shall be entitled to, in the aggregate, three hundred (300) votes. Each Class A Member who is also a member of a Neighborhood Association shall cast his or her votes only through a Voting Member, which Voting Member shall be the President of the Neighborhood Association, and shall be entitled to cast the applicable number of votes set forth above on behalf of its constituents. In the event that Class A Members are not also members of a Neighborhood Association, then the Class

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A Members from the applicable Lot shall allocate the votes attributable to the Lot in any manner they mutually agree, failing which, they shall each have an equal number of votes.

Class B. The Class B Member shall be JABBA. The Class B Member shall be entitled to cast a total of 601 votes. The Class B membership shall commence upon the formation of the Association and shall cease and terminate three (3) months after all of the Units within the JABBA Lot have been sold and conveyed by JABBA (or its affiliates) to an Owner other than JABBA or a builder, contractor or other who purchases the Lot for the purpose of constructing improvements thereon for resale, or sooner at the election of JABBA.

Class C. The Class C Member shall be TWJ. The Class C Member shall be entitled to cast a total of 601 votes. The Class C membership shall commence upon the formation of the Association and shall cease and terminate upon the earlier of: (i) the outside control period permitted by applicable law or (ii) December 31, 2015 (the "Transition Date").

Section 3.3 Meetings of Voting Members. The By-Laws of the Association shall provide for an annual meeting of Voting Members, and may make provisions for regular and special meetings of Voting Members other than the annual meeting. A quorum for the transaction of business at any meeting of the Voting Members shall exist if thirty percent (30%) of the total voting interests shall be present or represented at the meeting.

Section 3.4 General Matters. When reference is made herein, or in the Master Declaration, By-Laws, Rules and Regulations, Management Contracts or otherwise, to a majority or specific percentage of Members or Voting Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members eligible to be cast by their respective Voting Members present at a duly constituted meeting thereof (i.e., one for which proper notice has been given and at which quorum exists) and not of the Members themselves (or their Lots) or of the individual Voting Members themselves.

ARTICLE 4. CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE 5. BOARD OF DIRECTORS

Section 5.1 Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors, which shall consist of not less than four (4), nor more than nine (9), persons, with the exact number to be determined in the manner set forth herein or in accordance with the By-Laws. In the absence of such determination, there shall be four (4) Directors. A majority of the directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including an annual meeting. Notwithstanding the foregoing, prior to the TWJ Activation Date, the Board shall consist of only three (3) members.

Section 5.3 Original Board of Directors. The names and addresses of the first Board of Directors of the Association, who shall hold office at the direction of the party appointing them, or if elected, until the next annual meeting of Voting Members and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

Name		Address
Ronald Charon	[JABBA Designee]	1300 Brickell Avenue Miami, Florida 33131
Gregg E. Toland	[JABBA Designee]	501 Brickell Key Drive Suite 800 Miami, Florida 33131
Milagros Sanchez	[Jabba Designee]	1300 Brickell Avenue Miami, Florida 33131

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Section 5.4 Designation/Election of Members of Board of Directors. For so long as the Class B Membership shall exist, two (2) members of the Board shall be designated by JABBA, and two (2) members of the Board shall be designated by TWJ. Upon the termination of the Class B membership, the Board shall automatically be expanded to five (5) members, with three (3) Directors to be appointed by TWJ, and two (2) Directors to be elected only by those Class A Members by virtue of ownership of any portion of the JABBA Lot. Upon the termination of the Class C membership, all of the Directors shall be elected by the Class A Members. As to any Director who is appointed, he/she shall serve at the direction of the party appointing him/her and may be removed as a Director at any time by the party appointing him/her, and any replacement Director shall be appointed by said party.

Except as otherwise provided herein with respect to the rights of JABBA and/or TWJ to appoint Directors, Directors of the Master Association shall be elected by the Members of the Association at the annual meeting of the membership as provided by the Bylaws of the Association and the Bylaws may provide for the method of voting in the election and for removal from office of Directors. All Directors, other than designees of JABBA and/or TWJ, shall be owners of a fee interest in a portion of The Properties. Members of the Association or shall be authorized representatives, officers, or employees of corporate members/owners, or designees of JABBA and/or TWJ.

Section 5.5 Duration of Office. Members elected to the Board of Directors (as opposed to appointed or designated) shall hold office until the next succeeding annual meeting of Members, and thereafter until qualified successors are duly elected and have taken office.

Section 5.6 Vacancies. If a director shall for any reason cease to be a director, then, if that director was appointed, the party appointing him or her shall appoint the successor. If the vacating director was elected, the Voting Member(s) having elected such director shall appoint a successor to fill the vacancy for the balance of the unexpired term, which may occur at any special and/or annual meeting of the Association.

Section 5.7 Deadlock. In the event of a deadlock between or among the Directors, any Board Member may elect, in writing, to submit the dispute to be resolved pursuant to the Dispute Resolution Plan set forth in Section 5.8 below, and such resolution shall be binding upon the Members and the Directors, who shall immediately comply with the decision rendered.

Section 5.8 Dispute Resolution Plan. In the event that a dispute arises among the Directors and/or the Directors are deadlocked on any decision, then, such dispute may be submitted in writing by a Board Member (the "Dispute Notice") to be determined by this Dispute Resolution process. Upon the delivery of a Dispute Notice, the Board of Directors shall take the following action:

- (a) If the matter in dispute can be reduced to monetary terms, the Board of Directors may select and rely upon one person, meeting the qualifications set forth in subparagraph (c) below, to resolve such dispute and all materials should be submitted to the representative by both parties, hearings should be held and a decision shall be rendered within five (5) business days of the selection of such individual. If, within five (5) business days following the expiration of the Resolution Period the Board is unable to unanimously agree upon one person to resolve such dispute then: (i) within three (3) business days following their failure to select an individual, the members of the Board of Directors designated by TWJ (for so long as the Class C Membership shall exist, and thereafter, elected by the Class A Members by virtue of ownership of any portion of the TWJ Lot) shall appoint one (1) representative (meeting the qualifications of subparagraph (c) below) and the members of the Board of Directors designated by JABBA (for so long as the Class B Membership shall exist, and thereafter, elected by the Class A Members by virtue of ownership of any portion of the JABBA Lot) shall appoint one (1) representative (meeting the qualifications of subparagraph (c) below); (ii) within three (3) business days of their collective selection, the two representatives selected by the Board shall select a third representative (meeting such standards); and, (iii) the three representatives shall meet within three (3) business days of their collective appointment (or at such reasonable and prompt time thereafter as a majority of said representatives may agree upon) to decide the disputed issue, and all materials should be submitted to the representatives by both parties, hearings should be held and a decision shall be rendered within ten (10) business days following such meeting. If the Directors designated by TWJ (for so long as the Class C Membership shall exist, and thereafter, elected by the Class A Members by virtue of ownership of any portion of the TWJ Lot) shall fail to timely appoint a representative, the Directors

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representing the other Lot may appoint such representative. Similarly, if the Directors designated by JABBA (for so long as the Class B Membership shall exist, and thereafter, elected by the Class A Members by virtue of ownership of any portion of the JABBA Lot) shall fail to timely appoint a representative, the Directors representing the TWJ Lot may appoint such representative. The disputed issue shall be resolved by not less than a majority vote of the representatives, and any fees or expenses incurred by those representatives in connection with the Dispute Resolution shall be borne by the non-prevailing party. The representative(s) shall be discharged by the Directors as soon as a decision has been reached.

- (b) If the matter in dispute cannot be reduced to monetary terms, the Directors may mutually agree to use one individual or the three-representative panel process described in subparagraph (a) above or same may be submitted by the Directors for binding arbitration in accordance with the Florida Arbitration Code (Florida Statutes Chapter 682) for decision by a panel of not less than three arbitrators ("Formal Arbitration"); provided, however, if such agreement as to the choice of one individual or a three-member panel or Formal Arbitration cannot be mutually reached by the Directors within three (3) business days following the expiration of the Resolution Period, then the matter in dispute shall be submitted to Formal Arbitration. If the arbitrators do not render a decision within thirty (30) days following the submission of the matter to Formal Arbitration, any party to the dispute may cause the parties to remove the dispute from Formal Arbitration and require that the dispute be resolved in accordance with subparagraph (a) above. Any fees or expenses incurred by the representatives or in the Formal Arbitration process undertaken pursuant hereto, shall be borne by the non-prevailing party.
- (c) The individual, representatives, or arbitrators selected in accordance with this Section 5.8 shall be professionals or experts in the substantive area in which the dispute has arisen. For example; if the dispute arises from an engineering issue, the Directors shall select the appropriate professional engineer(s) (i.e. civil, structural, mechanical, or electrical); if the matter involves business management, building operating expenses, etc., the Directors shall select past officer(s) of the Building Owners and Managers Association of Greater Miami. Such examples are used by way of illustration and not by way of limitation concerning the type of professional and/or expert to be selected by the Directors to resolve disputes in accordance with this Section.
- (d) TWJ and JABBA, hereby covenant and agree, and each Owner, by acceptance of a deed herefor, whether or not it shall be so expressed in any such deed, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to be bound by the decision of such representative(s) or arbitrators once the appropriate resolution procedure is instituted, and each Unit Owner shall immediately comply with the decisions of such representative(s) or arbitrators.

ARTICLE 6. OFFICERS

Section 6.1 Officers Provided For. The Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 6.2 Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. Notwithstanding the foregoing, until such time as the Class B membership is terminated, the President of the Association shall be elected solely by the Directors designated by JABBA. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Association. If the office of the President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers, provided, however, that prior to the termination of the Class B membership, JABBA shall have the right to designate a successor to the office of President and the Vice President shall only serve until such successor is so designated. Subject to the other provisions of this paragraph, if any

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office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

Section 6.3 First Officers. The names and addresses of the first officers of the Association shall be as follows:

<u>Name and Office</u>	<u>Address</u>
<u>President:</u>	
Ronald Choron	1300 Brickell Avenue Miami, Florida 33131
<u>Vice-President:</u>	
Gregg E. Toland	501 Brickell Key Drive Suite 600 Miami, Florida 33131
<u>Secretary-Treasurer:</u>	
Milagros Sanchez	1300 Brickell Avenue Miami, Florida 33131

ARTICLE 7.

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the membership in the manner set forth in the By-Laws.

ARTICLE 8.

AMENDMENTS

Section 8.1 Procedure. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection, all in the manner provided in the Bylaws, (by affirmative vote of 88-2/3% of the total voting interests of all Members), all in the manner provided, and in accordance with the notice provisions of, Section 617.017, Florida Statutes.

Section 8.2 Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered and shall otherwise be given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be effected thereby.

Section 8.3 Conflict. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control; and in case of any conflict between these Articles of Incorporation and the Master Declaration, the Master Declaration shall control.

ARTICLE 9.

INCORPORATOR

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

<u>Name</u>	<u>Address</u>
Ron Choron	1300 Brickell Avenue Miami, Florida 33131

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**ARTICLE 10.
INDEMNIFICATION**

Section 10.1. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he/she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or 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/she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

Section 10.2. The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 10.3. 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 proceeding referred to in sections 1 or 2 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses actually and reasonably incurred by him/her in connection therewith.

Section 10.4. Any indemnification under sections 1 or 2, unless pursuant to a determination 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/she has met the applicable standard of conduct set forth in sections 1 or 2. 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 proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;
- (c) By independent legal counsel:
 - (i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

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- (ii) If a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (iii) By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

Section 10.5. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by section 4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

Section 10.6. Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he/she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

Section 10.7. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (d) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (e) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (f) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

Section 10.8. Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

Section 10.9. Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (g) The director, officer, employee, or agent is entitled to mandatory indemnification under section 3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (h) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to section 7; or
- (i) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether

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such person met the standard of conduct set forth in section 1, section 2, or section 7, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or acted in a manner he/she 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/she had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any 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 or did act in a manner which he/she 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/she had reasonable cause to believe that his conduct was unlawful.

Section 10.10. For purposes of this Article 10, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

Section 10.11. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

Section 10.12. The provisions of this Article 10 shall not be amended.

ARTICLE 11. TWJ ACTIVATION

Section 11.1 Effect of Recordation of Declaration without the Execution and Consent of TWJ. It was contemplated that both JABBA and TWJ would join in the execution of the Declaration at the time of recordation of same. However, to the extent that the Declaration is recorded without the execution and joinder of TWJ, then, notwithstanding anything herein or in the Declaration, By-Laws or any other document to the contrary (collectively, the "Governing Documents"), the following provisions shall be applicable and otherwise supersede the provisions contained in the Governing Documents, and shall remain applicable until such time as TWJ consents and agrees to the terms hereof in the manner hereinafter provided:

(a) Until the TWJ Activation Date, the Governing Documents shall not be binding on, burden or otherwise encumber Tract B (or any portion thereof), nor shall any portion of Tract B be deemed to be part of The Properties or Common Areas.

(b) Until the TWJ Activation Date, neither TWJ, nor any subsequent owner of Tract B, nor any of its and/or their mortgagee(s) (collectively, the "TWJ Parties") shall be bound and/or burdened by the terms of the Governing Documents. Without limiting the generality of the foregoing, until the TWJ Activation Date, TWJ shall not be obligated, pursuant to the Governing Documents, for expenses with respect to the Common Areas and/or any liability which may arise pursuant to the Governing Documents.

(c) Until the TWJ Activation Date, the TWJ Parties shall not derive or be entitled to any of the rights, interests and/or benefits arising out of the Governing Documents, including, without limitation, any and all rights and privileges of membership in and/or control of the Association, the benefit of any easements set forth herein, the use and enjoyment of any portion of the Common Areas and/or the authority to approve or disapprove of any supplement and/or amendment to the Governing Documents and/or any other actions requiring the consent or approval of TWJ under the Governing Documents. Inasmuch as TWJ shall not be a member of the Association until the TWJ Activation Date, JABBA shall, prior to the TWJ Activation Date:

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(i) be obligated for payment of all expenses incurred by the Association with respect to the Common Areas; and

(ii) be entitled to designate all director seats which, pursuant to the Governing Documents, were to be designated by TWJ and cast all votes in matters of the Association that were allocated to TWJ and/or the owners from time to time of Tract B.

(d) Prior to the TWJ Activation Date, neither JABBA, nor any subsequent owner of any portion of Tract C shall have the right to use any portion of Tract B, nor shall JABBA, or any subsequent owner of any portion of Tract C have any obligations, pursuant to the Governing Documents, for any expenses relating to any portion of Tract B.

From and after the TWJ Activation Date, the provisions of subsection 11.1 shall be null and void and of no further force or effect, except only as may be provided to the contrary in the Activating Supplemental Declaration. Notwithstanding anything to the contrary, these Articles may be amended and The Properties and Common Areas supplemented by an Activating Supplemental Declaration executed in the manner described in the Declaration, and the Jade Association shall be authorized to act in negotiating and executing the Activating Supplemental Declaration by and through its Board alone, without requiring the approval of the members of the Jade Association.

**ARTICLE 12.
REGISTERED AGENT**

Until changed, Ronald Choron shall be the registered agent of the Association and the registered office shall be at 1300 Brickell Avenue, Miami, Florida 33131.

IN WITNESS WHEREOF, the said incorporator has hereunto set his hand this 6 day of August, 2004.


Ronald Choron, Incorporator

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

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 Miami, County of Miami-Dade, State of Florida, the corporation named in said articles has named Ronald Choron, located at 1300 Brickell Avenue, Miami, Florida 33131, as its statutory registered agent.

Having been named the statutory agent of the above 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.

Ronald Choron

Ronald Choron, Registered Agent

DATED this 6 day of August, 2004.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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