

Division of Corporations

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**FLORIDA NON-PROFIT CORPORATION**

**Royal Condominium Association at Miami Beach, Inc.**

Certificate of Status	0
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Audit No. H05000129571-3

Monday, May 23, 2005

**ARTICLES OF INCORPORATION  
FOR  
ROYAL CONDOMINIUM ASSOCIATION AT MIAMI BEACH, INC.**

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

1. Name. The name of the corporation shall be Royal Condominium Association at Miami Beach, Inc. (the "Association").

2. Principal Office. The principal office of the Association is 221 Collins Avenue, Miami Beach, Florida 33139.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 307 Continental Plaza, 3250 Mary Street, Coconut Grove, Florida 33133. The name of the Registered Agent of the Association is Steven C. Cronig.

4. Definitions. A declaration entitled Declaration of Condominium for Royal, a Condominium (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a Condominium to be known as Royal, A Condominium (the "Condominium"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. 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 the Condominium to be developed on property located in Miami-Dade County, Florida to be located at 221 Collins Avenue, Miami Beach, Florida 33139. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association.

This instrument prepared by:  
Steven C. Cronig, Esquire  
Florida Bar No. 307068  
Baker & Cronig LLP.  
307 Continental Plaza  
3250 Mary Street  
Coconut Grove, Florida 33133  
Telephone (305) 444.6300

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33 6. Powers and Duties. The powers of the Association shall include and be governed by the  
34 following:

35 6.1. General. The Association shall have all of the common law and statutory powers of  
36 a corporation not for profit under the laws of Florida that are not in conflict with the provisions of  
37 these Articles, the Declaration, the By-Laws or the Act.

38 6.2. Enumeration. Without limiting the foregoing, the Association shall have all of the  
39 powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration  
40 and as more particularly described in the By-Laws including, but not limited to, the following:

41 6.2.1. Assessments and Special Assessments. To make and collect Assessments,  
42 Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use  
43 the proceeds thereof in the exercise of its powers and duties.

44 6.2.2. Real and Personal Property. To buy, own, operate, lease, sell, trade and  
45 mortgage both real and personal property as may be necessary or convenient in the administration  
46 of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any  
47 Condominium Property, and other property acquired or leased by the Association for use by Unit  
48 Owners in the Condominium.

49 6.2.3. Insurance. To purchase insurance upon any Condominium Property and  
50 insurance for the protection of the Association, its officers, directors and Unit Owners of the  
51 Condominium. The Association shall have the power to purchase and maintain insurance on behalf  
52 of any person who is or was a director, officer, employee or agent of another corporation,  
53 partnership, joint venture, trust or other enterprise, against any liability asserted against him and  
54 incurred by him in any such capacity, or arising out of his status as such, whether or not the  
55 Association would have the power to indemnify him against such liability under the provisions of  
56 Article 11.

57 6.2.4. Rules and Regulations. To make and amend reasonable rules and regulations  
58 (the "Rules and Regulations") for the maintenance, conservation and use of any Condominium  
59 Property and for the health, comfort, safety and welfare of the Unit Owners in the Condominium.

60 6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the  
61 Declaration, these Articles, the By-Laws, and the Rules and Regulations.

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62           6.2.6. Management and Employees. To employ personnel, retain independent  
63 contractors, managers, and professional personnel; enter into any supply or service contracts; and  
64 contract for the management of the Condominium and, in connection therewith, to delegate powers  
65 and duties of the Association to the extent and in the manner permitted by the Declaration, the By-  
66 Laws, and the Act.

67           6.2.7. Approval of Transfers. Approve or disapprove the leasing, transfer,  
68 ownership, and possession of Units as may be provided by the Declaration.

69       7.   Unit Owners and Membership.

70           7.1. Membership. The Members of the Association shall consist of all of the record  
71 owners of Units in the Condominium from time to time.

72           7.2. Assignment. The share of a Unit Owner in the funds and assets of the Association  
73 cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit  
74 for which that share is held. The funds and assets of the Association shall be expended, held or used  
75 only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration,  
76 and in the By-Laws.

77           7.3. Voting. On all matters upon which the Unit Owners shall be entitled to vote, there  
78 shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner  
79 provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to  
80 one (1) vote for each Unit owned.

81           7.4. Prior to Recordation of Declaration. Until such time as the real property comprising  
82 the Condominium, and the improvements now and/or to be constructed thereon, are submitted to  
83 the condominium form of ownership by recordation of the Declaration in the Public Records of  
84 Miami-Dade County, Florida, the membership of the Association (the "Membership") shall be  
85 comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all  
86 matters upon which the Membership would be entitled to vote.

87       8.   Term of Existence. The Association shall have perpetual existence.

88       9.   Directors.

89           9.1. Number and Qualification. The property, business and affairs of the Association  
90 shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors.

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but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

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, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

9.4. Initial Directors. The names and addresses of the members of the initial Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Carolyn Freveletti	221 Collins Avenue Miami Beach, Florida 33139
Michael L. Freveletti	205 Collins Avenue #302 Miami Beach, Florida 33139
Anthony Freveletti	221 Collins Avenue #9 Miami Beach, Florida 33139

10. 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 and shall serve at the pleasure of the Board. The names and addresses of the initial officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT	Carolyn Freveletti 221 Collins Avenue Miami Beach, Florida 33139
VICE PRESIDENT:	Michael L. Freveletti 205 Collins Avenue #302 Miami Beach, Florida 33139

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115 SECRETARY/TREASURER:

Anthony Freveletti  
221 Collins Avenue #9  
Miami Beach, Florida 33139

116 11. Indemnification.

117 11.1. Indemnity. The Association shall indemnify any person who was or is a party or is  
118 threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding,  
119 whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a  
120 director, employee, officer, or agent of the Association, against expenses (including reasonable  
121 attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts  
122 paid in settlement actually and reasonably incurred by such person in connection with such action,  
123 suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not  
124 opposed to the best interest of the Association, and, with respect to any criminal action or  
125 proceeding, has no reasonable cause to believe his conduct was unlawful.

126 11.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification  
127 shall be made with respect to any claim, issue or matter as to which such person shall have adjudged  
128 to be liable for gross negligence or intentional misconduct in the performance of his duties to the  
129 Association, unless and only to the extent that the court in which such action or suit was brought  
130 shall determine upon application that despite the adjudication of liability, but in view of all of the  
131 circumstances of the case, such person is fairly and reasonably entitled to indemnity for such  
132 expenses which such court shall deem proper.

133 11.3. Effect of Termination of Action. The termination of any action, suit or proceeding  
134 by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall  
135 not, of itself, create a presumption that the person did not act in good faith and in a manner which  
136 he reasonably believed to be in or not opposed to the best interest of the Association, and with  
137 respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was  
138 unlawful.

139 11.4. Expenses. To the extent that a director, officer, employee or agent of the Association  
140 has been successful on the merits or otherwise in defense of any action, suit or proceeding referred  
141 to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified  
142 against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal)  
143 actually and reasonably incurred by him in connection therewith.

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11.5. Approval. Any indemnification under Section 11.1 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 11.1 above. Such determination shall be made (a) by the Board 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 voting interests of the Unit Owners.

11.6. 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 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 until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 11.

11.7. 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 the By-Laws, agreement, vote of Unit Owners 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.

12. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Directors, Unit Owners, and/or the Developer as provided in the By-Laws.

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

13.1. 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.

13.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

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173 13.3. Approval. An amendment shall be approved once it is approved:

174 - by Unit Owners holding a majority of the voting interests in the Association  
175 present in person or by proxy at a Members meeting at which a quorum thereof has been attained  
176 and by not less than 66-2/3% of the entire Board; or

177 - by Unit Owners holding 80% of the voting interests in the Association present  
178 in person or by proxy at a Members meeting at which a quorum has been attained; or

179 13.4. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in  
180 conflict with the Act, the Declaration, or the By-Laws, nor shall any amendment make any changes  
181 which would in any way affect any of the rights, privileges, powers, or options herein provided in  
182 favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join  
183 in the execution of the amendment.

184 13.5. Recording. A copy of each amendment shall be filed with the Secretary of State  
185 pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State  
186 shall be recorded in the Public Records of Miami-Dade County, Florida.

187 13.6. Developer. The Developer may amend these Articles consistent with the provisions  
188 of the Declaration allowing certain amendments to be effected by the Developer alone. This  
189 paragraph may not be amended.

190 IN WITNESS WHEREOF, the undersigned has executed this instrument this 23rd day  
191 of May 2005.

192  
193  
  
Steven C. Cronig



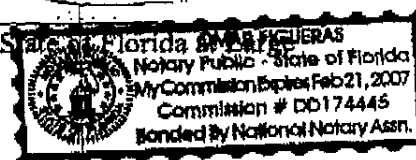
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**ACKNOWLEDGMENT**

STATE OF FLORIDA:  
COUNTY OF MIAMI-DADE:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May 2005, by Steven C. Cronig. He is        personally known to me or        presented his Florida driver's license as identification.

NOTARY PUBLIC, State of Florida



My Commission Expires:

**ACCEPTANCE BY REGISTERED AGENT**

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, the undersigned, being familiar with the obligations of the position, hereby accepts to act in this capacity, and agrees to comply with the provisions of said Act.

Steven C. Cronig

S:\Steve\Development\condominiums\10211-001, The 321\Articles of Incorporation, Royal Condo Assoc. Oct 21 wpd  
File #10211-001; Monday, May 23, 2005  
102105 Baker & Cronig, LLP.

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BAKER & CRONIG LLP, ATTORNEYS AT LAW  
307 Continental Plaza, 3260 Mary Street, Coconut Grove, Florida 33133 Telephone (305) 444-6330 Telefacsimile (305) 444-6334