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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**bapjar condominium association, inc.**

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**ARTICLES OF INCORPORATION  
OF  
BAPJAR CONDOMINIUM ASSOCIATION, INC.**

a corporation not for profit organized  
under the laws of the State of Florida

The undersigned does hereby form a corporation not for profit. Pursuant to the provisions and the laws of the State of Florida, I hereby certify as follows:

ARTICLE I

NAME

The name of the corporation shall be BAPJAR CONDOMINIUM ASSOCIATION, INC. Hereinafter the corporation shall be referred to as the "Association", with its principal place of business located at 13399 S.W. 131<sup>st</sup> Street, Miami, Florida 33186.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act" or the "Act", for the operation of BAPJAR CONDOMINIUM, a Condominium (the Condominium"). to be created pursuant to the provisions of the Condominium Act.

ARTICLE III

POWERS

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

A. 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

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provisions of these Articles of Incorporation, the Declaration, the By-Laws or the Act.

B. Enumeration. The Association 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, 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:

1. 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.

2. To buy, own, operate, lease, sell, trade and mortgage both real and personal property.

3. To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors and Owners.

5. 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 Owners.

6. To approve or disapprove the leasing, transfer, ownership and possession of Bays and Units as may be provided by the Declaration.

7. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Condominium Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws.

8. To contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be the Developer or an affiliate of the Developer) to assist the

Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

9. To employ personnel to perform the services required for the proper operation of the Condominium.

C. Condominium Property. All funds and the titles 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.

D. 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 IV

##### MEMBERS

A. Membership. The members of the Association shall consist of all of the record Owners of Condominium Units in the Condominium, hereinafter referred to as "Condominium Units", and after termination of the Condominium, shall consist of those who are members at the time of such termination, and their successors and assigns.

B. How Membership Acquired. Membership shall be acquired by recording in the Public Records of Miami-Dade County, Florida, a deed or other instrument establishing record title to a Condominium Unit. The Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one (1) Unit shall remain a member of the Association so long as he shall retain title to or a fee

ownership interest in any Unit.

C. 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 his Unit for which that share is held.

D. Voting. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the By-Laws of the Association. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit he or it owns, except as otherwise provided in the By-Laws.

#### ARTICLE V

##### TERM OF EXISTENCE

The Association shall have perpetual existence.

#### ARTICLE VI

##### INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is:

Jose Estevez  
13399 S.W. 131<sup>st</sup> Street  
Miami, Florida 33186

#### ARTICLE VII

##### OFFICERS

The affairs of the Association shall be administered by a President, who must also be a Director, a Vice President, a Secretary and a Treasurer, and such Assistant Secretaries and Assistant Treasurers as the Board of Directors may, from time to time, designate. Any person may hold two (2) offices, excepting that the same person shall not hold the office of President and Vice President. Officers of the Association shall be elected by the Board of Directors 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 names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

PRESIDENT: Jose Estevez

VICE PRESIDENT: Jose Estevez, III

SECRETARY: Concepcion L. Estevez

TREASURER: Jose Estevez

#### ARTICLE VIII

##### DIRECTORS

A. Number and Qualification. The affairs of the Association shall be managed by a Board of Directors. The number of persons which shall constitute the entire Board of Directors shall be three (3). Until such time as Unit Owners other than the Developer own fifty (50%) percent or more of the Units which will ultimately be operated by the Association as set forth herein below, the number of persons who shall constitute the entire Board of Directors shall be three (3), all of which shall be appointed by the Developer.

Subsequent to Unit Owners other than the Developer obtaining ownership of fifteen (15%) percent or more of the Units ultimately to be operated by the Association, the number of Directors which shall constitute the entire Board of Directors shall be three (3), two (2) of whom shall be appointed by the Developer and one (1) of whom shall be elected by the Unit Owners other than the Developer.

Subsequent to the expiration of three (3) years after sales by the Developer have been closed on fifty (50%) percent of the Units that will ultimately be operated by the Association; or the expiration of three (3) months after sales have been closed by the Developer on ninety (90%) percent of the Units that will ultimately be operated by the Association; or when all the Units that will be operated ultimately by the Association have been completed, some of them having been conveyed to purchasers and none of the others are being offered for sale by the Developer in

the ordinary course of business; or when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; whichever event shall be the first to occur, the number of Directors who shall constitute the entire Board of Directors shall be 5 to be elected by Unit Owners, other than the Developer, and to be appointed by the Developer as follows:

1. The Owners, other than the Developer, shall elect a total of 3 Directors, provided, however, that for so long as the Developer holds at least 5% percent of the Condominium Units in the condominium for sale, the Developer shall be entitled to appoint at least one (1) member of the Board of Directors.

2. All members of the Board of Directors elected by Unit Owners, other than the Developer, shall be members of the Association. Any member of the Board of Directors appointed by the Developer need not be a member of the Association.

B. First Annual Membership Meeting. The first annual membership meeting shall be held in November of the year following the date upon which the Declaration of Condominium of the Condominium has been filed in the Public Records of Miami-Dade County, Florida.

C. First Directors. The names of the members of the first Board of Directors to hold office until their successors are elected, qualified, or removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jose Estevez	13399 S.W. 131 <sup>st</sup> Street, Miami, Fla. 33186
Carlos Estevez	13399 S.W. 131 <sup>st</sup> Street, Miami, Fla. 33186
Jose Estevez, III	13399 S.W. 131 <sup>st</sup> Street, Miami, Fla. 33186

D. 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.

E. 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 in the By-Laws.

F. 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 serve for the periods described herein above.

## ARTICLE IX

### INDEMNIFICATION

A. 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, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor 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, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit 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.

B. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in Article IX A 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.



C. 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 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 IX.

D. 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.

E. 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.

F. Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article IX may not be amended without the prior written consent of all persons whose interests would be adversely affected by such amendment.

## ARTICLE X

### NOTICE REGARDING INSURANCE COVERAGE AND ACCOUNTING RECORDS

A. Insurance Coverage. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and its members, the Association shall give notice of the exposure within a reasonable time to all members who may be exposed to the liability, whereupon such members shall have the right to intervene and defend in such action.

B. Accounting Records. The Association shall maintain

accounting records according to good accounting practices which shall be open to inspection by members or their duly authorized representatives at reasonable times, and written summaries which shall be supplied at least annually to members or their duly authorized representatives.

## ARTICLE XI

### AMENDMENTS

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

A. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. Adoption. A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten (10%) percent of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering such amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

1. Not less than sixty-six and two-thirds (66 2/3%) percent of the entire membership of the Board of Directors and more than fifty (50%) percent of the votes of the entire membership of the Association; or

2. Not less than sixty-six and two-thirds (66 2/3%) percent of the votes of the entire membership of the Association, provided, however, that until such time as a majority of the members of the Board of Directors of the Association shall be

elected by Unit Owners other than Developer, all amendments to the Articles of Incorporation shall be approved as set forth in Article XI B1 above.

C. Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members nor notice requirements to record holders of mortgages on Condominium Units, and the Developer so long as the Developer owns any Unit in the Condominium. No amendment shall be adopted without the consent and approval of the Developer, so long as he shall own two (2) or more Condominium Units, in the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, nor shall any amendment make any change which would in any way affect any right, privilege, power and/or option herein provided in favor of or reserved to the Developer, or any corporation having some or all of its directors, officers, or shareholders in common with the Developer, unless the Developer shall join in the execution of such Amendment. No Amendment to this Article XI C shall be effective unless approved by all of the Unit Owners and all holders of record of mortgages on Units.

D. Filing and Recording. A copy of each amendment shall be filed with the Department of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Dade County.


## ARTICLE XII

### DEFINITIONS

Whenever referred to in these Articles of Incorporation the term "Developer" shall refer to JOSE ESTEVEZ, his successors or assigns.

The term "Units that will be ultimately operated by the Association" shall refer to the 4 non-residential Condominium Units located within the building located on the Condominium property.

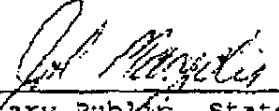
Unless herein provided to the contrary, or unless the context otherwise requires, the terms used in these Articles shall have the same definitions and meanings as set forth in the Declaration of Condominium.

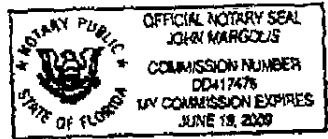
  
Jose Estevez, Incorporator

STATE OF FLORIDA)  
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Jose Estevez, who is personally known to me or who produced personally known as identification, and who acknowledged that he executed the foregoing Articles of Incorporation for the purposes expressed therein.

WITNESS my hand and official seal in Miami, Miami-Dade County, Florida, this 3<sup>rd</sup> day of May, 2006.

  
Notary Public, State of Florida



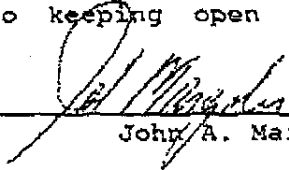
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INITIAL REGISTERED OFFICE

ADDRESS AND NAME OF REGISTERED AGENT

The Registered Agent to accept service of process within the state for the Association shall initially be JOHN A. MARGOLIS, ESQUIRE. The initial registered office shall be Suite 330, 9990 S.W. 77<sup>th</sup> Avenue, Miami, FL 33156-2661.

Having been named to accept service of process for the Association at the place designated herein, the undersigned hereby agrees to act in this capacity, and agrees to comply with the provision of said Act relative to keeping open his registered office.

  
John A. Margolis

IN WITNESS WHEREOF, the Incorporator has affixed his signature hereto this 2<sup>nd</sup> day of April, 2006.

  
John A. Margolis,  
Registered Agent

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TALLAHASSEE, FLORIDA

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