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**FLORIDA PROFIT/NON PROFIT CORPORATION**

**BELLA VISTA PALACE III CONDOMINIUM ASSOCIATION, INC.**

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EXHIBIT "D"

ARTICLES OF INCORPORATION  
for  
BELLA VISTA PALACE III CONDOMINIUM ASSOCIATION, INC.  
A FLORIDA NON PROFIT CORPORATION

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of this corporation is **BELLA VISTA PALACE III CONDOMINIUM ASSOCIATION, INC.** (the "Association"). The principal office address shall be:

1638 SW 3<sup>rd</sup> Street  
Miami, FL 33135

ARTICLE II

PURPOSE

The purpose for which this Association is organized is the operation and management of the Condominium which is to be known as **BELLA VISTA PALACE III CONDOMINIUM**, a Condominium (the "Condominium") to be created under the declaration of condominium ("the Declaration") upon lands located in Miami-Dade County, Florida.

The Association is to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations, contained in these Articles of Incorporation, and which may be contained in the Declaration, both of which will be recorded among the Public Records of Miami-Dade County, Florida, encompassing the real property and the improvements thereon that are submitted to condominium ownership; and to own, maintain, manage, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary and convenient in the administration of the Condominium. All terms set forth in these Articles and defined in the Declaration for the Condominium shall have such meanings as are therein set forth.

ARTICLE III

POWERS

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

1. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the Bylaws of the Association or Chapter 718, Florida Statutes ("the Act").

2. The Association shall have all the powers and duties granted to the Association by the Act. The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Public Records of Miami-Dade County, Florida. Without limiting the generality of the foregoing, the Association shall have power:

(a) To make and collect assessments, fees and other charges against members, as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

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(b) To buy, own, operate, lease, sell, rent, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) 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.

(d) To approve or disapprove the transfer, mortgaging, ownership and possession of the Units as may be provided by the Declaration.

(e) To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or the Unit Owners as members of the Association.

(f) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by the Unit Owners.

(g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members as Unit Owners.

(h) To employ personnel to perform the service required for the proper operation of the Condominium.

3. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the Bylaws.

4. The Association shall make no distribution of income to its members, directors or officers, except that it may pay reasonable salaries or compensation to any such officers it may deem proper from time to time.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof, the Declaration, the Bylaws and the Act.

#### ARTICLE IV

#### MEMBERS

The qualification of members, the manner of their admission to membership and termination of such membership and voting by such members shall be as regulated by the Declaration and Bylaws.

#### ARTICLE V

#### DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the Bylaws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association or owners of Units in the Condominium.

2. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners, Institutional Mortgagees or the Developer when such approval is specifically required.

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3. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies in the Board of Directors shall be filled in the manner provided by the Bylaws.

4. The Developer of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the period described in the Bylaws.

5. 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 Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
NICOLAS CARDENAS	1638 SW 3 Street Miami, Florida 33135
ANTONIO MONTES	1638 SW 3 Street Miami, Florida 33135
DANTON HENRIQUEZ	1638 SW 3 Street Miami, Florida 33135

#### ARTICLE VI

##### OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at the first meeting following the annual meeting of the members of the association and shall serve at the pleasure of the Board of Directors. The Bylaws 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:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
NICOLAS CARDENAS	1638 SW 3 Street Miami, Florida 33125	PRESIDENT
ANTONIO MONTES	1638 SW 3 Street Miami, Florida 33125	SECRETARY
DANTON HENRIQUEZ	1638 SW 3 Street Miami, Florida 33125	VICE PRESIDENT
ALEXANDER MONTES	1638 SW 3 Street Miami, Florida 33125	TREASURER

#### ARTICLE VII

##### INDEMNIFICATION

1. 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,

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employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, penalties, 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 interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that 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 indemnification 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 interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. 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 1 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Section 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 in the circumstances because he has met the applicable standard of conduct set forth in Section 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 of the Association.

4. 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 the specific case upon receipt of an undertaking by or on behalf of the 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 VII.

5. 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 bylaw, 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.

6. 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 VIII

#### BYLAWS

The first Bylaws of the Association shall be those Bylaws appended to the Declaration of Condominium and may be altered, amended or rescinded in the manner provided by said Bylaws.

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## ARTICLE IX

AMENDMENTS

1. For so long as the Developer holds Units for Sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Assessment of the Developer as a Unit Owner for capital improvements.

(b) Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increased in assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

2. Subject to Section 1 of this Article, these Articles of Incorporation may also be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either a majority of the Board of Directors or by one-third (1/3rd) of the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of a majority of the votes of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3rds) of the members of the Board of Directors.

(c) 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 3, 4, and 5 of Article III, 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 Bylaws, 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.

## ARTICLE X

TERM

The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

## ARTICLE XI

SUBSCRIBERS

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

NAME

NICOLAS CARDENAS

ADDRESS1638 SW 3 Street  
Miami, Florida 33125

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## ARTICLE XII

RESIDENT AGENT

The Resident Agent of the Association for purposes of accepting service of process shall be ANTONIO MONTES having offices at 1638 SW 3 Street, Miami, Florida 33125.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 18<sup>th</sup> day of SEP., 2007

  
NICOLAS CARDENAS

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared NICOLAS CARDENAS, to me known to be the subscriber to the Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has produced a Florida Driver's License as identification.

WITNESS my hand and official seal at said County and State this 18<sup>th</sup> day of SEP., 2007.

My Commission Expires:

  
NOTARY PUBLIC, State of Florida



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**H 07 000 233 245**CERTIFICATE OF DESIGNATIONCERTIFICATE OF DESIGNATION  
REGISTERED AGENT / REGISTERED OFFICE

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is:

**BELLA VISTA PALACE III CONDOMINIUM ASSOCIATION, INC.**

2. The name and address of the registered agent and office is:

ANTONIO MONTES  
1638 SW 3 Street  
Miami, Florida 33125

  
\_\_\_\_\_  
NICOLAS CARDENAS, PRESIDENT

Date: 9/18, 2007

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HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

  
\_\_\_\_\_  
ANTONIO MONTES

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