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INFINITY AT BRICKELL MASTER ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
INFINITY AT BRICKELL MASTER ASSOCIATION, INC.**

(A Florida Corporation Not For Profit)

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be INFINITY AT BRICKELL MASTER ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Master Association," these Articles of Incorporation as the "Master Articles," and the By-Laws of the Master Association as the "Master By-Laws."

ARTICLE 2
OFFICE

The initial principal office and mailing address of the Master Association shall be at 515 East Las Olas Boulevard, Suite 1050, Fort Lauderdale, Florida 33301, or at such other place as may be subsequently designated by the Board of Directors. The Master Association shall keep at its principal office all books and records of the Master Association or at such other place as may be permitted by the Florida Condominium Act, Chapter 718, Florida Statutes ("Act").

ARTICLE 3
PURPOSE

The objects and purposes of the Master Association are those objects and purposes as are authorized by the Declaration of Covenants, Restrictions and Easements for the Infinity At Brickell Project, recorded (or to be recorded) in the Public Records of Miami-Dade County, Florida, as hereafter amended, modified, restated or supplemented from time to time ("Master Declaration" or "Master Covenants") and to preserve the values and amenities in the Real Property and to maintain the Common Areas thereof for the benefit of the Members. All of the definitions set forth in the Master Declaration are by this reference incorporated in these Master Articles.

ARTICLE 4
TERM OF EXISTENCE

The Master Association shall have perpetual existence. The M.U.S.P., as defined in the Master Covenants, provides that the ownership, operation and maintenance of all common areas and facilities shall be by the property owner or a mandatory property owner association. Consequently, the dissolution of the Master Association shall require the approval of all governmental agencies having jurisdiction.

ARTICLE 5
POWERS

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

- 5.1 **General.** The Master Association shall have all the common law and statutory powers of a corporation not for profit under the laws of the State of Florida, except as expressly limited or restricted by applicable law, the terms of these Master Articles, the Master Covenants or the Master By-Laws.
- 5.2 **Enumeration.** In addition to the powers set forth in Section 5.1 above, the Master Association shall have all of the powers and duties set forth in the NFP Act (defined below), granted under the Master Covenants, these Master Articles and the Master By-Laws that are necessary and appropriate to operate the Real Property consistent with its objectives and purposes, including, but not limited to, the following:
- (a) To make, levy, collect and enforce Assessments and other charges, fees or Fines against Members as Owners (whether or not such sums are due and payable to the Master Association) to provide funds to pay for the expenses of the Master Association and for those related to the Common Areas in the manner provided in the Master Declaration, these Master Articles and the Master By-Laws), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To add, buy, accept, lease, mortgage, operate, own, sell, trade, and withdraw, both real and personal property in accordance with the provisions of the Master Covenants.
 - (c) To construct, maintain, reconstruct, repair, replace, add to, withdraw from, and operate the Common Areas, and other real and personal property acquired or leased by the Master Association.

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- (d) To purchase insurance upon the Common Areas and insurance for the protection of the Master Association, its Directors, Officers and Members, among others.
- (e) To make, amend and enforce the Rules and Regulations of the Master Association for the maintenance, conservation, management, operation and use of the Real Property and for the comfort, enjoyment, health, safety and welfare of the Members.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units to the extent provided by the Master Declaration, if at all.
- (g) To enforce by legal means the provisions of the Master Covenants, these Master Articles, the Master By-Laws, the Rules and Regulations of the Master Association for the use of the Common Areas and for the comfort, enjoyment, health, safety and welfare of the Owners.
- (h) To contract for the management and maintenance of the Common Areas and to authorize a management company (which may be an affiliate of the Developer) to assist the Master 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 Regulations of the Master Association, and maintenance, repair and replacement of the Common Areas with such funds as shall be made available by the Master Association for such purposes. The Master Association, through its Directors and Officers, however, shall retain at all times the powers and duties to make Assessments, promulgate Rules and Regulations of the Master Association and execute contracts on behalf of the Master Association.
- (i) To employ personnel, including, without limitation, independent contractors and professional personnel, to enter into service contracts required for any type of service for the proper operation and management of the Common Areas.
- (j) To operate and maintain any surface water management system for the Project, if any, in accordance with all applicable permits and laws.
- (k) To assume all of Declarant's and its affiliates' responsibilities to the County, the City, and its and their governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Areas (including, without limitation, the M.U.S.P. and any and all obligations imposed by any permits or approvals issued by the City, as same may be amended or modified from time to time) and indemnify and hold Declarant and its affiliates harmless with respect thereto in the event of the Master Association's failure to fulfill those responsibilities.
- (l) To execute documents or consents, on behalf of all Members (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Member, by acceptance of the Deed to such Member's Unit, and each mortgagee of a Member, by acceptance of a lien on such Member's Unit, appoints and designates the President of the Master Association as such Member's and such mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.

5.3 Master Association Property. All funds and the title to all properties acquired by the Master Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Master Covenants, these Master Articles and the Master By-Laws.

5.4 Distribution of Income; Dissolution. The Master Association shall not pay a dividend to its Members nor make any distribution of income to its Members, Directors or Officers. Upon dissolution, all assets of the Master Association shall be transferred only to another corporation not for profit or a public agency or as otherwise authorized under Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes ("NFP Act"). If the Master Association dissolves, regardless of reason, any part of the Project that may be the subject of a surface water management system, if any, shall be conveyed to an appropriate agency of local government, or, if not accepted by such agency, then the surface water management system shall be dedicated to a similar corporation not for profit.

5.5 Limitation. The powers of the Master Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Master Covenants, the Master By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Master Covenants, Master Articles and Master By-Laws.

ARTICLE 6 MEMBERS

6.1 Membership. Until the Condominium regimes are created by recordation of a Declaration or Declarations against all or part of the Real Property, the initial Members of the Master Association shall be the three (3) initial members of the Board of Directors selected by the incorporator of the

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Master Association and named below. After any Condominium regime is created as part of the Project, the Members of the Master Association shall consist of all record title Owners of Units from time to time. Initially, the Developer, as owner of the Real Property and all the Units, will be the sole Member of the Master Association. Thereafter, membership shall be established by the acquisition of a Unit as evidenced by the recording of a Deed or other instrument of conveyance in accordance with the Master By-Laws. After the termination of the Master Covenants, membership shall consist of those who were Members at the time of such termination, and their successors and assigns. The qualification of Members of, the manner of their admission to, and the termination of their membership in the Master Association and Members' voting rights shall be regulated by the Master By-Laws.

- 6.2 **Assignment.** The share of a Member in the funds and assets of the Master Association cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance to the Unit for which that share is held.

- 6.3 **Voting.** The Master Association shall have three (3) classes of voting membership:

Class A Members shall be all those Owners of Residential Units in the Project with the exception of the Declarant (as long as the Class C Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall be entitled to cast one (1) vote for each Unit owned by such Member.

Class B Members shall be all those Owners of Commercial Units in the Project with the exception of the Owners of Storage Units and the Declarant (as long as the Class C Membership shall exist, and thereafter, the Declarant shall be a Class B Member to the extent it would otherwise qualify). Each Class B Member shall be entitled to cast one (1) vote for each Unit owned by such Member. The Storage Units shall have no voting rights and consequently are not a part of the Class B Membership.

Class C Member shall be the Declarant of the Project (as long as the Class C Membership shall exist). The Class C Member, or any designee thereof, shall have and cast one (1) vote in all Master Association matters, plus two (2) votes for each vote that may be cast, in the aggregate, by all Class A Members and all Class B Members entitled to vote. The Class C membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 6.5 below.

All votes shall be exercised or cast in the manner provided by the Master Covenants and Master By-Laws.

- 6.4 **Meetings.** The Master 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.

- 6.5 **Proviso.** Unless the Class C Member elects to terminate the Class C Membership sooner, the Class C Membership shall cease and terminate three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Master Association (including those which may be within the Future Development Property, unless Declarant has recorded in the Public Records a written certification relinquishing the right to submit the Future Development Property to the Real Property) have been conveyed to Owners (other than those who are builders, contractors, or others who purchase for the purpose of constructing improvements thereon for resale). The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Master Association (including those that may be within the Future Development Property, unless Declarant has recorded in the Public Records a written certification relinquishing the right to submit the Future Development Property to the Real Property).

The Developer may transfer control of the Master Association to Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Master Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

ARTICLE 7 INCORPORATOR

The name and address of the incorporator of this corporation is:

NAME	ADDRESS
Andrew M. Gross, Esq.	Hunt, Cook, Riggs, Gross & Greenberg, P.A. 2200 NW Corporate Blvd., Suite 401 Boca Raton, Florida 33431-7369

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ARTICLE 8
DIRECTORS

- 8.1 **Number and Qualification.** The Common Areas and the business and affairs of the Master Association shall be managed by a board consisting of the number of directors determined in the manner provided by the Master By-Laws, but which shall consist of not less than three (3) directors ("Directors"). Directors need not be Members of the Master Association.
- 8.2 **Duties and Powers.** All the duties and powers of the Master Association existing under the NFP Act, the Act, the Master Covenants, these Master Articles and the Master By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members whenever such approval is specifically required.
- 8.3 **Election; Removal.** Directors of the Master Association shall be elected on an annual basis in the manner and for the term provided in the Master By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Master By-Laws.
- 8.4 **Term of Initial Directors.** Incorporator has selected three (3) initial members of the first Board of Directors, who shall hold office until their successors are qualified, elected and take office, or until they are removed or replaced in accordance with the Master By-Laws.
- 8.5 **Initial Directors.** The names and addresses of the members of the first Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Dale Reed	515 East Las Olas Boulevard, Suite 1050 Fort Lauderdale, FL 33301
Megan Moffett	515 East Las Olas Boulevard, Suite 1050 Fort Lauderdale, FL 33301
Cynthia Vega	515 East Las Olas Boulevard, Suite 1050 Fort Lauderdale, FL 33301

- 8.6 **Standards.** Each Director shall discharge his or her duties, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Master Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more Officers or employees of the Master Association whom the Director reasonably believes to be reasonable and competent in the matters presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a Director, or for any failure to take action, if he or she performed the duties of office in compliance with the foregoing standards.

ARTICLE 9
OFFICERS

The Officers holding the offices designated in the Master By-Laws shall administer the affairs of the Master Association. The Officers shall be elected by the Board of Directors of the Master Association on an annual basis in the manner provided in the Master By-Laws. The Master By-Laws may provide for the selection, removal and replacement from office of Officers, for filling vacancies and for the duties, qualifications, rights, powers and privileges 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>
Dale Reed President/Secretary	515 East Las Olas Boulevard, Suite 1050 Fort Lauderdale, FL 33301
Megan Moffett Vice President	515 East Las Olas Boulevard, Suite 1050 Fort Lauderdale, FL 33301
Cynthia Vega Treasurer	515 East Las Olas Boulevard, Suite 1050 Fort Lauderdale, FL 33301

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ARTICLE 10
INDEMNIFICATION PROVISIONS

- 10.1 **Indemnified Persons.** To the full extent permitted by applicable law, the Master Association shall indemnify, defend and hold harmless each member of the Board of Directors, each Officer, each former Director or former Officer of the Master Association (and the Directors and/or Officers, both current and former, as a group) and any other person, including, without limitation, any employee that the Master Association agrees in writing with respect to activities within the scope of their services on behalf of the Master Association to indemnify, defend and hold harmless (each, an "Indemnified Person") for expenses, including counsel fees and disbursements (at all trial and appellate levels) incurred by or imposed upon the Indemnified Person in connection with any action, proceeding or suit, whether civil, criminal, administrative or investigative asserted in court or otherwise asserted in any proceeding, litigation or settlement in which the Indemnified Person being or having been a Director, Officer, or both of the Master Association (or by being or having been an agent, employee or other official of the Master Association as to whom the Master Association, by written agreement, has agreed to indemnify); provided, the Indemnified Person acted in good faith and in a manner the Indemnified Person reasonably believed to be in, or not opposed to, the best interests of the Master Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct of the Indemnified Person was unlawful. The termination of any action or 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 Indemnified Person did not act in good faith and in a manner that the Indemnified Person reasonably believed to be in, or not opposed to, the best interests of the Master Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct of the Indemnified Person was unlawful. Notwithstanding the above, in the event of a settlement, the indemnification provisions in these Master Articles shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Master Association. In instances where a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Master Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and Officers shall also extend to any entity other than the Master Association found responsible or liable for the actions of such individuals in their capacity as Directors or Officers, including, but not limited to Developer.
- 10.2 **Determination of Applicability.** Any indemnification under subsection 10.1, unless pursuant to a determination by a court, shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the Indemnified Person is proper under the circumstances because he or she has met the applicable standard of conduct set forth. 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:
 - 1. selected by the Board of Directors prescribed in (a) above, or the committee prescribed (b) above; or
 - 2. if a quorum of the Directors cannot be obtained for (a) above, and the committee cannot be designated under (b) above, selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
 - (d) by a majority of the Voting Interests of the Members of each Class of the Master Association entitled to vote who were not parties to such proceeding.
- 10.3 **Advancing Expenses.** Expenses incurred by an Indemnified Person in defending a civil or criminal proceeding may be paid by the Master Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if the Indemnified Person is ultimately found not to be entitled to indemnification by the Master Association. If the Indemnified Person is an employee or agent of the Master Association, the Board of Directors may pay in advance any expenses incurred by such person upon such terms or conditions that the Board deems appropriate.
- 10.4 **Exclusivity; Exclusions.** The indemnification and advancement of expenses provided pursuant to this Article are not exclusive, and the Master 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 Members or disinterested Directors, or otherwise.

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both as to action in his or her 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 Indemnified Person if a judgment or other final adjudication establishes that the actions, or omissions to act, of the Indemnified Person were material to the cause of action so adjudicated and constitute:

- (a) a violation of the criminal law, unless the Indemnified Person had reasonable cause to believe the conduct of the Indemnified Person was lawful or had no reasonable cause to believe the conduct was unlawful;
- (b) a transaction from which the Indemnified Person derived an improper personal benefit; or
- (c) willful misconduct or a conscious disregard for the best interests of the Master Association in a proceeding by or in the right of the Master Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Master Association.

10.5 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 10 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 person, unless otherwise provided when authorized or ratified.

10.6 Application to Court. Notwithstanding the failure of the Master 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 Master 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:

- (a) the Director, Officer, employee, or agent is entitled to mandatory indemnification under these Master Articles in which case the court shall also order the Master Association to pay the person reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
- (b) the Director, Officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Master Association of its power pursuant to these Master Articles; or
- (c) 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 such person met the standard of conduct set forth in these Master Articles, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnified Person, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe his or her 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 or she reasonably believed to be not in, or opposed to, the best interest of the Master Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

10.7 Definitions. For purposes of this Article 10, 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.

10.8 Amendment. Notwithstanding any contrary provision in these Master Articles, the provisions of this Article 10 may not be amended without the unanimous vote of the Board of Directors and the unanimous vote of the Members of each Class entitled to vote, including the Class C Member, if applicable.

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**ARTICLE 11
BY-LAWS**

The Master By-Laws of the Master Association shall be adopted by the initial Board of Directors and thereafter, may be altered, amended or repealed by an affirmative vote of a majority of the Directors and seventy-five percent (75%) of the Members of each Class entitled to vote at an annual meeting or a special meeting called for that purpose in the manner provided in the Master By-Laws. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend the By-Laws consistent with the provisions of the Master Declaration allowing certain amendments to be effected by the Declarant alone. Master By-Laws and the Master Covenants.

**ARTICLE 12
AMENDMENTS**

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

- 12.1 **Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in the NFP Act. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.
- 12.2 **Adoption.** Amendments shall be proposed and adopted in the manner provided in the NFP Act and in the Act (the latter to control over the former to the extent provided for in the Act). Notwithstanding any contrary provision contained in these Master Articles, no amendment shall be made to these Master Articles that shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Master Declaration or reduce, amend, affect or modify the rights of Declarant without the prior written consent of Declarant, or reduce, amend, affect or modify the rights of the Developer of the Project or of the holder, guarantor or insurer of a first mortgage lien on any Unit without such party's prior written consent, or make changes in the qualifications of Members or the voting rights of Members without the prior written approval in writing of all Members and the joinder of all those whose joinder is specifically required. No amendment to this Section 12.2 shall be effective.
- 12.3 **Declarant Amendments.** Notwithstanding any contrary provision contained in these Master Articles, to the extent lawful, the Declarant may amend these Master Articles consistent with the provisions of the Master Covenants allowing certain amendments to be effected by the Declarant alone.
- 12.4 **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 Miami-Dade County, Florida with an identification on the first page thereof of the book and page of the Public Records where the Master Covenants are recorded which contains, as an exhibit, the initial recording of these Master Articles.

**ARTICLE 13
INITIAL REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of the Master Association shall be at 2200 NW Corporate Blvd., Suite 401, Boca Raton, Florida 33431-7369, and the initial Registered Agent of the Master Association at that address shall be HCRM Corp., a Florida corporation.

IN WITNESS WHEREOF, the incorporator has affixed his signature as of the 27 day of August, 2008.



Andrew M. Gross

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STATE OF FLORIDA)
)ss.:
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared Andrew M. Gross, who is personally known to me and who was sworn and says that the foregoing is true.

Sworn to before me this 27 day of August, 2008



[NOTARY SEAL]

Elizabeth J. Courant
Notary Public, State of Florida

ELIZABETH G. COURANT

Typed, printed or stamped name of Notary
Commission No.:
My Commission Expires:

ACCEPTANCE OF DESIGNATION AS INITIAL REGISTERED AGENT

The undersigned hereby accepts the designation of Registered Agent of Infinity At Brickell Master Association, Inc., as set forth in Article 13 of these Master Articles, and acknowledges that it is familiar with and accepts the obligations imposed upon Registered Agent under the NFP Act.

HCRM CORP., a Florida corporation

By: Andrew M. Gross
Vice President

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