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**FLORIDA PROFIT/NON PROFIT CORPORATION
TB SPA BUILDING CONDOMINIUM ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION
FOR
TB SPA BUILDING CONDOMINIUM ASSOCIATION, INC.**

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 TB SPA BUILDING CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 2
OFFICE**

The principal office of the Association shall be 19501 Biscayne Blvd, Ste 400, Aventura FL 33180 and mailing address of the Association shall be at 19501 Biscayne Blvd, Ste 400, Aventura FL 33180, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Florida Condominium Act as it exists on the date hereof (the "Act").

**ARTICLE 3
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Act for the operation of that certain condominium located in Miami-Dade County, Florida, known as TB SPA BUILDING, A CONDOMINIUM (the "Condominium").

**ARTICLE 4
DEFINITIONS**

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of the Condominium of TB Spa Building, a Condominium (the "Condominium Declaration") to be recorded in the Public Records of Miami-Dade County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

**ARTICLE 5
POWERS**

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

- 5.1 **General.** The Association shall have all of the common law and statutory powers of a not for profit corporation under the laws of Florida, except as expressly prohibited, limited or restricted by the terms of these Articles, the Condominium Declaration, the By-Laws or the Act. The Association shall have all of the powers and duties reasonably

necessary to operate the Condominium pursuant to the Condominium Declaration and as more particularly described in the By-Laws, as they may be amended from time to time

- 5.2 **Association Property.** 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 Condominium Declaration, these Articles and the By-Laws.
- 5.3 **Distribution of Income.** The Association shall not pay a dividend to its members and shall make no distribution of income to its members, Directors or officers, unless otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes) or the Condominium Declaration.
- 5.4 **Limitation.** The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Condominium Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Condominium Declaration and By-Laws.

ARTICLE 6 **MEMBERS**

- 6.1 **Membership.** The members of the Association shall consist of all of the record title owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns.
- 6.2 **Assignment.** A member cannot assign, hypothecate or transfer in any manner its share of the funds and assets of the Association except as an appurtenance to the Unit for which that share is held.
- 6.3 **Voting.** The voting interests for each Unit are set forth in the Condominium Declaration. All votes shall be exercised or cast in the manner provided by the Condominium Declaration and By-Laws.
- 6.4 **Meetings.** The 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.

ARTICLE 7 **TERM OF EXISTENCE**

The Association shall have perpetual existence, unless dissolved in accordance with applicable law.

ARTICLE 8 **INCORPORATOR**

The name and address of the incorporator of this Corporation is Shutts & Bowen, LLP, 201 S. Biscayne Blvd., Suite 1500, Miami, FL 33131.

ARTICLE 9
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 of Directors of the Association 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 By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers.

ARTICLE 10
DIRECTORS

- 10.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a board consisting of three (3) Directors determined in the manner provided in the Condominium Declaration. A Director need not be a Unit Owner or Voting Member. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony).
- 10.2 **Duties and Powers.** All of the duties and powers of the Association existing at law or under the Act, the Condominium 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.
- 10.3 **Election; Removal.** Directors of the Association shall be elected or designated at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Condominium Declaration and By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 10.4 **Term of Directors.** The Directors and their replacements shall hold office for the periods set forth in the By-Laws.
- 10.6 **Standards.** A Director shall discharge his duties as a director, 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 Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his 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 Association whom the Director reasonably believes to be reasonable and competent in the manners 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 if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a Director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 11
INDEMNIFICATION

- 11.1 **Indemnities.** The Association shall indemnify any person who was or is a party to any proceeding (other than an action by the Association) by reason of the fact that he or she is or was a Director, officer, committee member, employee or agent (each, an "Indemnitee") of the Association against liability incurred in connection with such proceeding, including any appeal thereof, 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. 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 reasonably believed to be in, or not opposed to, the best interests of the Association.
- 11.2 **Indemnification.** The Association shall indemnify any person who was or is a party to any proceeding by the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, committee member, 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 reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Section 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.
- 11.3 **Indemnification for Expenses.** To the extent that a Director, officer, committee member, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.
- 11.4 **Determination of Applicability.** Any indemnification under Section 11.1 or Section 11.2, 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, committee member, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 or Section 11.2. 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, by majority vote of a Committee duly designated by the Board of Directors (in which Directors who are parties may vote on the members of the Committee); or

(c) By independent legal counsel selected by the Board of Directors.

- 11.5 Determination Regarding Expenses. 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 subsection 11.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.
- 11.6 Advancing Expenses. Expenses incurred by a Director or officer 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 is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by committee members, employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 11.7 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article 11 are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, officers, committee members, employees, or agents, under any bylaw, agreement, vote of Unit Owners or disinterested Directors, or otherwise. 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:
- (a) 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;
 - (b) A transaction from which the Director, officer, committee member, employee, agent or the employer of the Director, officer, committee member or the Unit Owner that appointed or elected such Director derived an improper personal benefit; or
 - (c) 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.
- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall continue to a person who has ceased to be a Director, officer, committee member, employee, or agent and shall inure to the benefit of the heirs or personal representatives of such a person, unless otherwise provided when authorized or ratified.
- 11.9 Application to Court. Notwithstanding the failure of the Association to provide indemnification in any specific case, a Director, officer, committee member, 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:

- (a) The Director, officer, committee member, employee, or agent is entitled to mandatory indemnification under Section 11.3, 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;
- (b) The Director, officer, employee, committee member, 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 11.7; or
- (c) The Director, officer, committee member, 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 Section 11.1, Section 11.2, or Section 11.7.

11.10 Definitions. For purposes of this Article 11, 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, committee member, employee or agent of the Association that imposes duties on such person.

11.11 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provision of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE 12 **BY-LAWS**

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Condominium Declaration.

ARTICLE 13 **AMENDMENTS**

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

13.1 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 Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption.

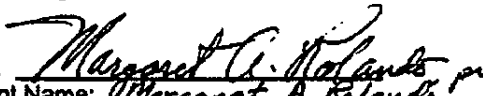
- (a) These Articles may be amended at a meeting or by written taken action in lieu of a meeting with the approval of eighty (80%) percent of the total Voting Interests, as defined in the Declaration.
- (b) Notwithstanding the provisions of Section 13.2(a) of these Articles, the following amendments may be made by the Board of Directors alone without the need for approval of eighty (80%) percent of the total Voting Interests:
- (i) To correct scrivener's errors or other nonmaterial changes;
 - (ii) To conform the Articles to changes in controlling law applicable to any provisions addressed in these Articles;
 - (iii) To restate the Articles for the sole purpose of incorporating the amendments into the body of the Articles; or
 - (iv) To change the name of the Association.
- 13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights of members, without the approval of eighty (80%) percent of the total Voting Interests. No amendment to this Section 13.3 shall be effective.
- 13.5 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 a reference to the book and page of the Public Records where the Condominium Declaration was recorded which contained, as an exhibit, the initial recording of these Articles.

ARTICLE 14
REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

NRAI Services, Inc.
~~XXXXX~~ whose address is 515 East Park Ave, Tallahassee, Fla. 32301 is hereby appointed as the initial registered agent of this Association.

IN WITNESS WHEREOF, the incorporator has affixed his or her signature on the date and year set forth below.

SHUTTS & BOWEN, LLP
By: Margaret A. Rolando, P.A.

By: 
Print Name: Margaret A. Rolando
Date: Oct 22, 2012

REGISTERED AGENT CERTIFICATE

In pursuance of the Florida Not For Profit Corporation Act, the following is submitted, in compliance with said statute:

That TB Spa Building Condominium Association, Inc. (the "Association") desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Miami-Dade County, Florida, the Association named in said Articles of Incorporation has named NRAI Services, Inc., located at 615 East Park Ave, Tallahassee, Fla. 32301 as its statutory registered agent.

Having been named the statutory registered agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position and hereby accept the same and agree to act in this capacity, and further agree to comply with the provision of Florida law relative to keeping the registered office open.

NRAI Services, Inc.

By: 

Print Name: Peter Souza, Asst. Secretary

Registered Agent, TB Spa Building Condominium Association, Inc.

Date: Oct. 31st, 2012

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