

N13000010969

(Requestor's Name)

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(Address)

(City/State/Zip/Phone #)

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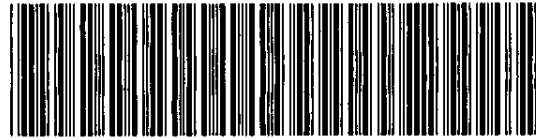
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TALLAHASSEE, FLORIDA  
SECRETARY OF STATE

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## CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301  
(850) 224-8870 • 1-800-342-8062 • Fax (850) 222-1222

North Beach House Condominium Association

Inc

Signature

Requested by: Seth

01/15/14

Name

Date

Time

Walk-In

Will Pick Up

☐ Art of Inc. File \_\_\_\_\_  
☐ LTD Partnership File \_\_\_\_\_  
☐ Foreign Corp. File \_\_\_\_\_  
☐ L.C. File \_\_\_\_\_  
☐ Fictitious Name File \_\_\_\_\_  
☐ Trade/Service Mark \_\_\_\_\_  
☐ Merger File \_\_\_\_\_  
☒ Art. of Amend. File \_\_\_\_\_  
☐ RA Resignation \_\_\_\_\_  
☐ Dissolution / Withdrawal \_\_\_\_\_  
☐ Annual Report / Reinstatement \_\_\_\_\_  
☒ Cert. Copy \_\_\_\_\_  
☐ Photo Copy \_\_\_\_\_  
☒ Certificate of Good Standing \_\_\_\_\_  
☐ Certificate of Status \_\_\_\_\_  
☐ Certificate of Fictitious Name \_\_\_\_\_  
☐ Corp Record Search \_\_\_\_\_  
☐ Officer Search \_\_\_\_\_  
☐ Fictitious Search \_\_\_\_\_  
☐ Fictitious Owner Search \_\_\_\_\_  
☐ Vehicle Search \_\_\_\_\_  
☐ Driving Record \_\_\_\_\_  
☐ UCC 1 or 3 File \_\_\_\_\_  
☐ UCC 11 Search \_\_\_\_\_  
☐ UCC 11 Retrieval \_\_\_\_\_  
☐ Courier \_\_\_\_\_

COVER LETTER

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: North Beach House Condominium Association, Inc.

DOCUMENT NUMBER: NI3000010969

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

James Halperin

(Name of Contact Person)

8505 Harding LLC, a Florida (limited) liability company

(Firm/ Company)

11098 Biscayne Blvd #203

(Address)

Miami, Florida 33161

(City/ State and Zip Code)

Vetterfl@comcast.net

(E-mail address: (to be used for future annual report notification))

For further information concerning this matter, please call:

James Halperin

(Name of Contact Person)

at ( 561, 495 0738

(Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

- |  |  |   |   |
|--|--|---|---|
| <input type="checkbox"/> \$35 Filing Fee | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certificate of Status | <input type="checkbox"/> \$43.75 Filing Fee &<br>Certified Copy<br>(Additional copy is<br>enclosed) | <input checked="" type="checkbox"/> \$52.50 Filing Fee<br>Certificate of Status<br>Certified Copy<br>(Additional Copy is<br>Enclosed) |
|--|--|---|---|

Mailing Address

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

Street Address

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

FILED

2014 JAN 15 PM 12:38

Articles of Amendment  
to  
Articles of Incorporation  
of

SECRETARY OF STATE

TALLAHASSEE, FLORIDA

North Beach House Condominium Assoc., Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

N13000010969

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

*The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or "Inc." "Company" or "Co." may not be used in the name.*

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

Tzadik Management Group, LLC

11098 Biscayne Blvd #203

(Florida street address)

New Registered Office Address:

Miami

Florida

33161

(City)

(Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position

X Adam M. Hendry

Signature of New Registered Agent if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PT and Mike Jones is listed as the V. There is a change. Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

<input checked="" type="checkbox"/> Change	PT	John Doe
<input checked="" type="checkbox"/> Remove	V	Mike Jones
<input checked="" type="checkbox"/> Add	SV	Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change <input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove	P	8505 Harding LLC	11098 Biscayne Blvd #203 Miami, FL 33161
2) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	P	Adam Marcus Hendry	11098 Biscayne Blvd #203 Miami, FL 33161
3) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	T/S	Matt McCallister	11098 Biscayne Blvd #203 Miami, FL 33161
4) <input type="checkbox"/> Change <input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove	V	Manfred Knoll	11098 Biscayne Blvd #203 Miami, FL 33161
5) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change <input type="checkbox"/> Add <input type="checkbox"/> Remove			

**E. If amending or adding additional Articles, enter change(s) here:**  
(attach additional sheets, if necessary). (Be specific)

see attached

The date of each amendment(s) adoption: 12/20/13, if other than the date this document was signed.

Effective date if applicable: \_\_\_\_\_  
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 12/20/13

Signature Adam M Hendry  
(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator - if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Adam M Hendry  
(Typed or printed name of person signing)

P  
(Title of person signing)

AMENDED .

ARTICLES OF INCORPORATION FOR NORTH BEACH HOUSE  
CONDOMINIUM ASSOCIATION, INC.

ARTICLE III PURPOSES

The Association does not contemplate pecuniary gain or profit to its members. The Association's specific purposes are to provide for the maintenance and preservation of the Property described in the Declaration for the mutual advantage and benefit of all Members. To promote the health, safety and welfare of the Members, the Association shall have and exercise the following authority and powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration which is hereby incorporated by reference, or by the Condominium Act.
- (b) To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (c) To borrow money and to mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.
- (d) To participate in mergers and consolidations with other nonprofit corporations organized for similar purposes.
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida and serving as an association under the Condominium Act may now or hereafter have or exercise.



## ARTICLE IX MEMBERSHIP

Every person or entity who is a record owner of a Unit within the Property shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

## ARTICLE X DISSOLUTION

The Association may be dissolved as provided in the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed in accordance with the Declaration.

## ARTICLE XI SUPREMACY

The Amended and Restated Articles and the Bylaws are subject to the Declaration and in the event of a conflict, the Declaration shall govern. In the event of a conflict between the Amended and Restated Articles and Bylaws, the Amended and Restated Articles shall govern.

## ARTICLE XII INDEMNIFICATION

The Association shall indemnify and hold harmless any and all of its present or former Directors, officers, employees or agents, to the full extent permitted by law, except when the Director, officer, employee and/or agent is guilty of willful misfeasance or malfeasance in the performance of their duties. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and attorneys' fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeal thereof, to which any such persons or their legal representative may be made a party or may be threatened to be made a party by reason of their being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not affect any other rights to which any director, officer, employee or agent may be entitled as a matter of law or which they may be lawfully granted.

## ARTICLE XIII AMENDMENT

Amendments to these Amended and Restated Articles may be proposed by the Board acting upon a vote of a majority of directors, or by Members to which ten percent of the voting interests in the Condominium appertain, whether meeting as Members or acting by instrument in writing signed by them. Any proposed amendment(s) will be transmitted to the President, or the acting chief executive officer in the absence of the President, who will thereupon call a special meeting of the Members for a date not sooner than fourteen days nor later than sixty days from the receipt by them of the proposed amendment(s). The Secretary shall deliver to each Member written notice of such meeting stating the time and place of the meeting and reciting the

proposed amendment(s) in reasonably detailed form, which notice will be mailed or presented personally to each Member not less than fourteen days nor more than sixty days before the date set for such meeting. If mailed, such notice will be deemed to be properly given when deposited in the United States mail, addressed to the Member at the address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association whether before, during or after the holding of the meeting, will be deemed equivalent to the giving of such notice to such Member.

At such meeting or by written approval, the amendment(s) proposed must be approved by an affirmative vote of the Members owning not less than two-thirds of the voting interests in the Condominium in order for such amendment(s) to become effective. The Members may signify their joinder and consent to an amendment by filing such joinder or consent prior to a duly convened meeting at which such amendment(s) will be presented. Thereupon, such amendment(s) will be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment will be recorded in the Public Records of Dade County, Florida, within thirty days from the date on which the same is filed in the office of the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XII, no amendment to these Amended and Restated Articles which will abridge, amend, or alter the right of the Developer to designate and select members of the Board as provided in the Declaration, may be adopted or become effective without the prior written consent of Developer, except as otherwise required by law.

#### ARTICLE XIV FIDELITY BONDING

In addition to the indemnification provisions hereof, the Association will obtain and maintain blanket fidelity bonds on each director, officer, and employee of the Association and of any management company. The total amount of fidelity bond coverage will be based upon the best judgment of the Board and will not be less than (a) a sum equal to three months aggregate Assessments on all Units, plus reserve funds, and (b) the estimated maximum funds, including reserve funds, in the custody of the Association or management company at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to at least one hundred fifty percent of the estimated annual operating expenses of the Condominium, including reserves. The fidelity bond will name the Association as an obligee and will contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all bonds will be paid by the Association as a Common Expense (except for the premiums on fidelity bonds maintained by the management company, if any). The bonds will provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten days' written notice to the Association and to each First Mortgagee.