

H1400000 8305

Division of Corporations

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FLORIDA PROFIT/NON PROFIT CORPORATION
2901 Collins Condominium Association, Inc.

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$70.00

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ARTICLES OF INCORPORATION
OF
2901 COLLINS 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, adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be 2901 COLLINS CONDOMINIUM ASSOCIATION, INC., which is referred to as the "Condominium Association".

ARTICLE 2
OFFICE

The principal office and mailing address of the Condominium Association shall be at 2901 Collins Avenue, Miami Beach, Florida 33140, Attention: Condominium Association or at such other place as may be subsequently designated by the Board. All books and records of the Condominium Association shall be kept at its principal office or at such other place as may be permitted by the Florida Condominium Act.

ARTICLE 3
PURPOSE

The purpose for which the Condominium Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, as it exists on the date of recording of the Declaration of Condominium (the "Florida Condominium Act") for the operation of that certain condominium located in Miami-Dade County, Florida, and known as 2901 COLLINS CONDOMINIUM (the "Condominium").

ARTICLE 4
DEFINITIONS

The terms used in these Articles of Incorporation shall have the same definitions and meanings as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Miami-Dade County, Florida, unless in these Articles of Incorporation provided to the contrary.

ARTICLE 5
POWERS

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

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

5.2 **Enumeration.** The Condominium Association shall have all of the powers and duties set forth in the Florida Condominium Act, except as limited by these Articles of Incorporation, the Bylaws and the Declaration of Condominium (to the extent that they are not in conflict with the Florida Condominium Act), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium and as more particularly described in the Bylaws, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Condominium Association) including without limitation the Unit Owners' share of the Shared Costs under the Shared Facilities and Shared Services Covenant, and to use the proceeds of such Assessments and charges in the exercise of the Condominium Association's powers and duties.

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(b) To assume all of Developer's and/or its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Common Elements (including, without limitation, any and all obligations imposed by any permits or approvals issued by the County, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Condominium Association shall indemnify and hold Developer and its affiliates harmless with respect to such responsibilities and obligations in the event of the Condominium Association's failure to fulfill those responsibilities.

(c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration of Condominium.

(d) To maintain, repair, replace, reconstruct, add to and operate the Common Elements, and other property acquired or leased by the Condominium Association.

(e) To purchase insurance upon the Common Elements and insurance for the protection of the Condominium Association, its officers, Directors and Unit Owners.

(f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Common Elements and for the health, comfort, safety and welfare of the Unit Owners.

(g) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the Bylaws and the Condominium Rules and Regulations.

(h) To contract for the management and maintenance of the Common Elements and to authorize a management agent (which may be an affiliate of the Developer) to assist the Condominium 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 Condominium Association for such purposes.

(i) To employ personnel to perform the services required for the proper operation of the Common Elements and the Condominium Association.

(j) To execute all documents or consents, on behalf of all Unit Owners (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 and covenants) relating to the Condominium Parcel, and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each Mortgagee of a Unit, by acceptance of a lien on said Unit, appoints and designates the President of the Condominium Association as such Unit Owner's and Mortgagee's agent and attorney-in-fact to execute, any and all such documents or consents.

5.3 Distribution of Income; Dissolution. The Condominium Association shall not pay a dividend to Unit Owners and shall make no distribution of income to Unit Owners, Directors or officers, and upon dissolution, all assets of the Condominium Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

5.4 Limitation. The powers of the Condominium Association shall be subject to and shall be exercised in accordance with the provisions of these Articles of Incorporation and of the Declaration of Condominium, the Bylaws and the Florida Condominium Act, provided that in the event of conflict, the provisions of the Florida Condominium Act shall control over those of the Declaration of Condominium and Bylaws.

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ARTICLE 6
MEMBERS

6.1 **Membership.** The members of the Condominium 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.** The share of a member in the funds and assets of the Condominium Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

6.3 **Voting.** On all matters upon which the membership shall be entitled to vote, the memberships appurtenant to the Units shall be entitled to one (1) vote per Unit. All votes shall be exercised or cast in the manner provided by the Declaration of Condominium and Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

6.4 **Meetings.** The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

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ARTICLE 7
TERM OF EXISTENCE

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

ARTICLE 8
INCORPORATOR

The name and address of the incorporator of this Condominium Association is:

<u>NAME</u>	<u>ADDRESS</u>
Melissa Turra	50 N. Laura Street, Suite 3900 Jacksonville, FL 32202

ARTICLE 9
OFFICERS

The affairs of the Condominium Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board at its first meeting following the annual meeting of the members of the Condominium Association and shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

President: David J. Grissen	10400 Fernwood Road Bethesda, MD 20817
Vice President: Timothy J. Grisius	10400 Fernwood Road Bethesda, MD 20817

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Treasurer/Secretary:
Bancroft S. Gordon

10400 Fernwood Road
Bethesda, MD 20817

ARTICLE 10
DIRECTORS

- 10.1 **Number.** There shall be three (3) Directors on the Board.
- 10.2 **Duties and Powers.** All of the duties and powers of the Condominium Association existing under the Florida Condominium Act, the Declaration of Condominium, these Articles of Incorporation and the Bylaws shall be exercised exclusively by the Board, 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 Condominium 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 Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.
- 10.4 **Term of Developer's Directors.** The Developer of the Condominium shall appoint the members of the first Board and their replacements who shall hold office for the periods described in the Bylaws.
- 10.5 **First Directors.** The names and addresses of the members of the first Board who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Bao Giang Val Bauduin	10400 Fernwood Road Bethesda, MD 20817
David J. Grissen	10400 Fernwood Road Bethesda, MD 20817
W. David Mann	10400 Fernwood Road Bethesda, MD 20817

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 Condominium 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 Condominium 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 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 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 Condominium Association shall indemnify any person who was, will be or is a party to any proceeding (other than an action by, or in the right of, the Condominium Association) by reason of the fact that he is or was a Director, officer, employee, contractor or agent (each, an "Indemnitee") of the Condominium

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Association, against liability incurred in connection with such proceeding, including any appeal of a 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 Condominium 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 Condominium Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

11.2 Indemnification. The Condominium Association shall indemnify any person, who was, will be or is a party to any proceeding, or any threat of same, by or in the right of the Condominium Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee, contractor or agent of the Condominium Association against expenses and amounts paid in settlement not exceeding, in the judgment of the Board, the estimated expense of litigating the proceeding to conclusion, or actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal of such proceeding. 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 Condominium Association, except that no indemnification shall be made under this Article 11 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, employee, contractor or agent of the Condominium Association has been successful on the merits or otherwise in defense of any proceeding referred to in Section 11.1 or Section 11.2, or in defense of any claim, issue, or matter in Section 11.1 or Section 11.2, 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 Condominium Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, contractor 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 by the Board by a majority vote of the Directors who were not parties to such proceeding; or, if a quorum of the Directors cannot be attained, by a Majority of the Members who were not parties to such proceeding.

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 Section 11.4 shall evaluate the reasonableness of expenses and may authorize indemnification.

11.6 Advancing Expenses. Expenses incurred by an officer or Director in defending a civil or criminal proceeding, or the threat of same, may be paid by the Condominium 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 Condominium Association pursuant to this Article 11. Expenses incurred by other employees, contractors and agents may be paid in advance upon such terms or conditions that the Board deems appropriate.

11.7 Exclusivity; Exclusions. The indemnification and the advance of expenses provided pursuant to this Article 11 are not exclusive, and the Condominium Association may make any other or further indemnification of or advance of expenses to any of its Directors, officers, employees, contractors or agents, under any bylaw, agreement, vote of shareholders or disinterested Directors, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such office. However, indemnification of or the advance of expenses shall not be made to or on behalf of any Director, officer, employee, contractor 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:

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(a) A violation of 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, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Condominium Association in a proceeding by or in the right of the Condominium Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Condominium Association.

11.8 Continuing Effect. Indemnification and the advance of expenses as provided in this Article 11 shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a Director, officer, employee, contractor or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

11.9 Application to Court. Notwithstanding the failure of the Condominium Association to provide indemnification, and despite any contrary determination of the Board or of the members of the Condominium Association in the specific case, a Director, officer, employee, contractor or agent of the Condominium Association who is or was a party to a proceeding may apply for indemnification or advance 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 the advance of expenses, including expenses incurred in seeking court-ordered indemnification or the advance of expenses, if it determines that:

(a) The Director, officer, employee, contractor or agent is entitled to mandatory indemnification under Section 11.1, 11.2 or 11.3, in which case the court shall also order the Condominium Association to pay the Director, officer, employee, contractor or agent reasonable expenses incurred in obtaining court-ordered indemnification or an advance of expenses;

(b) The Director, officer, employee, contractor or agent is entitled to indemnification or the advance of expenses, or both, by virtue of the exercise by the Condominium Association of its power pursuant to Section 11.7; or

(c) The Director, officer, employee, contractor or agent is fairly and reasonably entitled to indemnification or an advance 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, unless (i) 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 or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Condominium Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, or (ii) such court 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 reasonably believed to be not in, or opposed to, the best interest of the Condominium Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.10 Definitions. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees and related "out-of-pocket" expenses, 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 Condominium Association" shall be deemed to include any service as a Director, officer, employee, contractor or agent of the Condominium Association that imposes duties on, and which are accepted by, such persons.

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11.11 Effect. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.

11.12 Amendment. No amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification under Article 11 who has not given his prior written consent to such amendment.

ARTICLE 12 BYLAWS

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

ARTICLE 13 AMENDMENTS

Amendments to these Articles of Incorporation 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. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Florida Condominium Act (the latter to control over the former to the extent provided for in the Florida Condominium Act).

13.3 Limitation. Except as set forth in this Section 13.3, any amendment to these Articles of Incorporation must be proposed by not less than a majority of the Directors at a meeting in which a quorum of the Board has been attained and must be approved by not less than a Majority of the Members. No amendment shall make any changes in the qualifications for membership in the Condominium Association, nor in the voting rights or property rights of members of the Condominium Association, without the approval in writing of a Majority of the Members. No amendment shall be made that is in conflict with the Florida Condominium Act, the Declaration of Condominium or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options in these Articles of Incorporation provided in favor of or reserved to the Developer or Mortgagees, unless the Developer or the Mortgagees, as applicable, join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.

13.4 Developer Amendments. To the extent lawful, the Developer may amend these Articles of Incorporation consistent with the provisions of the Declaration of Condominium allowing certain amendments to be effected by the Developer alone.

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 an identification on the first page of the amendment of the book and page of said public records where the Declaration of Condominium was recorded which contains, as an exhibit, the initial recording of these Articles of Incorporation.


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ARTICLE 14
INITIAL REGISTERED OFFICE
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the Condominium Association shall be at Corporate Creations, 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410, with the privilege of having its office and branch offices at other places within or without the State of Florida.

The incorporator has affixed his signature this 8th day of September, 2014.


Melissa Turra
Incorporator

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**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

First -- That 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, State of Florida, the Condominium Association named in the said articles has named Corporate Creations located at 11380 Prosperity Farms Road, #221E, Palm Beach Gardens, Florida 33410, as its statutory registered agent.

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

Corporate Creations

By: 
Print Name: Jim Perkins, Vice President
Its: _____

DATED this 5 day of Sept, 2014

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