

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: UP EAST RESIDENCES CONDOMINIUM ASSOCIATION, INC.
(PROPOSED CORPORATE NAME – MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: ALESSANDRA STIVELMAN, ESQ. / EISINGER LAW
Name (Printed or typed)
4000 HOLLYWOOD BLVD, SUITE 265-S
Address
HOLLYWOOD, FL 33021
City, State & Zip
954-894-8000
Daytime Telephone number

astivelman@eisingerlaw.com
E-mail address: (to be used for future annual report notification)

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21 JUN 25 AM 1:56
SECRETARY OF STATE
TALLAHASSEE, FL 32301

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION FOR

UP EAST RESIDENCES 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 UP EAST RESIDENCES CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "**Association**", these Articles of Incorporation, as they may be amended at any time and from time to time, as the "**Articles**", and the By-Laws of the Association, as they may be amended at any time and from time to time, as the "**By-Laws**". The principal office and mailing address of the Association shall be 323 Sunny Isles Boulevard, Suite 700, Sunny Isles Beach, Florida 33160, 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 Act.

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof and as it may be hereafter renumbered, (the "**Act**"), for the operation of that certain Condominium located in Miami-Dade County, Florida, and known as UP EAST RESIDENCES, A CONDOMINIUM, (the "**Condominium**").

ARTICLE 3
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Condominium for the Condominium recorded, or 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 4
POWERS

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

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4.1 General. The Association shall have all of the common law and statutory powers under the Act, as well as the common law and statutory powers of a corporation not for profit under the Laws of Florida (Chapter 617, Florida Statutes, as same may be amended and/or renumbered at any time and from time to time) that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, including, but not limited to, the following:

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

(b) To purchase, own, operate, lease, sell, trade and mortgage both real and personal property.

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

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

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

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

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments (including Special Assessments), preparation of records, enforcement of rules and maintenance, and repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

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(j) To operate and maintain Common Elements including, but not limited to, the surface water management system as permitted by the South Florida Water Management District which shall be deemed to include all lakes, retention areas, culverts and related appurtenances within the Condominium Property.

(k) To be responsible for the operation and maintenance of the surface water management system as described in all applicable permits, and to be responsible for assessing and collecting all fees for the operation, maintenance and, if necessary, the replacement of the surface water management system. Any amendment proposed to the Articles, or the By-Laws of the Association, or the Declaration which would affect the surface water management system, conservation areas or water management portions of the Common Elements of the Condominium shall be submitted to the South Florida Water Management District for determination of whether the amendment necessitates a modification of the South Florida Water Management District permit. If a modification is necessary, the South Florida Water Management District will so advise the Association. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out this obligation. It shall be the Association's responsibility to complete the tasks successfully, including reading all permit conditions associated with wetland mitigation, maintenance and monitoring. The South Florida Water Management District has the right to take enforcement action, including commencing civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the Association. This paragraph relating to the Association's surface water management system shall remain in effect for a minimum of twenty-five (25) years from date of recordation of the Declaration, and shall be automatically renewed thereafter.

(l) 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, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, appoints and designates the Board of Directors as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

4.3 Condominium 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 of the Association in accordance with the provisions of the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the 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 Statutes.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the 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 Declaration and By-Laws.

ARTICLE 5
MEMBERS

5.1 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.

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

5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one (1) vote for each Unit owned.

5.4 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 6
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
CARLOS A. DE SOUSA ALMEIDA	323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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ARTICLE 8
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 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. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME & ADDRESS</u>
President:	CARLOS A. DE SOUSA ALMEIDA 323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160
Vice President:	RUY HERNANDEZ 323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160
Secretary:	CARLOS A. DE SOUSA ALMEIDA 323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160
Treasurer:	LUIZ F. HERNANDEZ 323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160

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ARTICLE 9
DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors, other than designee of the Developer, must be members of the Association (or authorized representatives of members that are not individuals, such as entities or trusts).

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the 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 under the Act, the Declaration, these Articles or the By-Laws.

9.3 Election; Removal. Directors of the Association shall be elected at the annual

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the Board of Directors or by not less than twenty percent (20%) of all Voting Interests. A resolution adopting the proposed amendment must then be approved by not less than sixty-six and two-thirds percent (66 2/3%) of all Voting Interests.

12.3 Limitation. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Section 12.3 shall be effective.

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

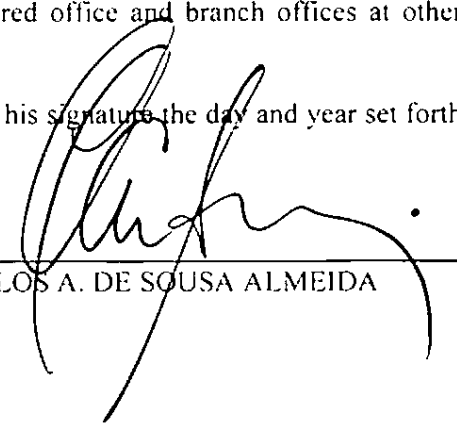
12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Miami-Dade County, Florida.

12.6 Conflicts. In the event of any conflict between the provisions of these Articles and the Declaration and/or the By-Laws, the Declaration shall have priority over these Articles and these Articles shall have priority over the By-Laws.

ARTICLE 13
INITIAL REGISTERED OFFICE:
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered agent of the Association shall be CARLOS A. DE SOUSA ALMEIDA, having an initial registered office of 323 Sunny Isles Boulevard, Suite 700, Sunny Isles Beach, Florida 33160, with the privilege of having said registered office and branch offices at other places within or without the State of Florida.

IN WITNESS WHEREOF, the Incorporator has affixed his signature the day and year set forth below.



CARLOS A. DE SOUSA ALMEIDA

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meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
CARLOS A. DE SOUSA ALMEIDA	323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160
RUY HERNANDEZ	323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160
LUIZ F. HERNANDEZ	323 Sunny Isles Boulevard, Suite 700 Sunny Isles Beach, Florida 33160

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9.6 Standards. A director shall discharge his or her 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 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 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 such 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 or she performed the duties of his or her office in compliance with the foregoing standards.

ARTICLE 10 **INDEMNIFICATION**

10.1 Indemnity. The Association shall indemnify any person who was or is a party to any proceeding by reason of the fact that he or she is or was a director, employee, officer, agent or committee member of the Association, (each, an "Indemnitee"), against liability incurred by him or her in connection with such proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed

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Indemnitee, 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 Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) 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 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.

10.2 Indemnification. The Association shall indemnify any person who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee, or agent of the Association, (each, an "Indemnitee"), 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 or she 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 10.2 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.

10.3 Expenses. To the extent that an Indemnitee has been successful on the merits or otherwise in defense of any proceeding referred to in Section 10.1 or Section 10.2, above, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith.

10.4 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal proceeding shall be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the affected director or officer to repay such amount if he or she is ultimately found not to be entitled to indemnification by the Association as authorized in this Article 10. Expenses incurred by other Indemnitees may be paid in advance upon such terms and condition as the Board deems appropriate.

10.5 Determination of Applicability. Any indemnification under Section 10.1 or Section 10.2, 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, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in Section 10.1 or Section 10.2. 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 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:

(i) selected by the Board of Directors prescribed in Section 10.5, Paragraph (a) or the committee prescribed in Section 10.5, Paragraph (b); or

(ii) if a quorum of the directors cannot be obtained for Section 10.5, Paragraph (a) and the committee cannot be designated under Section 10.5, Paragraph (b), 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 the Association who were not parties to such proceeding.

10.6 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 10.5, Paragraph (c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.7 Exclusivity: Exclusions. The indemnification and advancement of expenses provided by this Article 10 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise. However, indemnification shall not be made to or on behalf of, and all advanced expenses shall be repaid by, any Indemnitee if a judgment, or other final adjudication establishes that his or her 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 Indemnitee had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her 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 interest of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor. The indemnification and advancement of expenses provided by this Article 10 shall continue, unless otherwise provided when authorized or ratified, as to a person who has ceased to be a director, officer, employee, agent or committee member and shall inure to the benefit of the heirs and personal representatives of such person, unless otherwise provided when authorized or ratified.

10.8 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Indemnitee of the Association, or is or was serving, at the request of the Association, as a director, officer, employee, agent or committee

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member of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article 10.

10.9 Alternative Relief. Despite any contrary determination of the Board of Directors to provide indemnification in any particular case, an Indemnitee 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.

10.10 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 a person, unless otherwise provided when authorized or ratified.

10.11 Definitions. For purposes of this Article 10, 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; and 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; the term "agent" shall be deemed to include a volunteer; and the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

10.12 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any Indemnitee who has not given his or her prior written consent to such amendment.

ARTICLE 11
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 Declaration.

ARTICLE 12
AMENDMENTS

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

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.

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TALLAHASSEE FL 32301

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CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

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

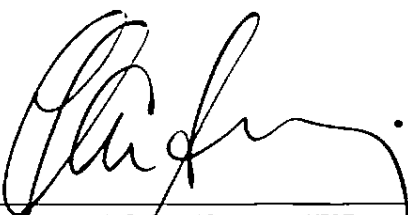
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
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1. The name of the corporation is:

UP EAST RESIDENCES CONDOMINIUM ASSOCIATION, INC.

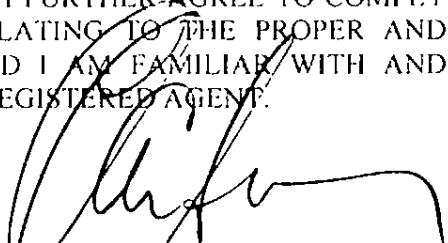
2. The name and address of the registered agent and office is:

CARLOS A. DE SOUSA ALMEIDA
323 Sunny Isles Boulevard, Suite 700
Sunny Isles Beach, Florida 33160



CARLOS A. DE SOUSA ALMEIDA
Title: Incorporator
Date: June 14, 2021.

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



CARLOS A. DE SOUSA ALMEIDA
Date: June 14, 2021.