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AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
398 NE 5TH STREET CONDOMINIUM ASSOCIATION, INC.

These Amended and Restated Articles of Incorporation of 398 NE 5th Street Condominium Association, Inc. a Florida not for profit corporation, dated as of October 7, 2022, are being duly executed and filed by Ryan Shear, its President, to amend and restate the original Articles of Incorporation of such corporation, which were filed on July 29, 2022. These Amended and Restated Articles of Incorporation were duly executed and are being filed in accordance with Section 617.1007 of the Florida Not For Profit Corporation Act.

ARTICLE 1
NAME

The name of the corporation shall be 398 NE 5th Street Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association", these Amended and Restated Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws". The principal office and mailing address of the Association shall be 398 NE 5th Street, 13th Floor, Miami, Florida 33132, or at such other place as may be subsequently designated by the Board of Directors (the "Board"). 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.

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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 (the "Act") for the operation of that certain condominium located in Miami-Dade County, Florida to be known as 398 NE 5th Street 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 to be recorded in the Public Records of Miami-Dade County, Florida, unless herein provided to the contrary or 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 of a corporation not for profit under the laws of the State of Florida 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, as they may be amended from time to time, including, without limitation, the following:

(a) To have access, to the extent permitted by applicable law, to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to the terms and conditions of the Declaration, or as necessary to prevent damage to Common Elements or to a Unit;

(b) To enter into any abandoned Unit for the purpose of inspecting such Unit and/or adjoining Common Elements; to make repairs to such abandoned Unit(s) and/or any Common Elements (including Limited Common Elements) serving such Unit, as needed; to repair such abandoned Unit(s) if mold or deterioration is present; to turn on the utilities for any such abandoned Unit(s) and to otherwise maintain, preserve or protect such abandoned Unit(s) and/or adjoining Common Elements, if any (provided that any expense incurred by the Association pursuant to this subsection is chargeable to the Unit Owner of the applicable abandoned Unit, and enforceable as an Assessment);

(c) 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;

(d) To buy, own, operate, lease, sell, trade and mortgage both real and personal property;

(e) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association, or for which the Association may otherwise become responsible;

(f) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its officers, Directors and Unit Owners;

(g) 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;

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

(i) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws and any Rules and Regulations so promulgated by the Board for the use of

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the Condominium Property:

(j) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of 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, repair and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes, provided that the Association and its officers shall retain at all times the powers and duties granted by the Condominium Act, including, without limitation, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association;

(k) To employ personnel to perform the services required for the proper operation of the Condominium;

(l) To execute all documents and consents on behalf of all Unit Owners (and their mortgagees) required by 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 Unit Owner, by accepting the deed to such Unit Owner's Unit, appoints and designates the Board of the Association as such Unit Owner's agent and attorney-in-fact to execute any and all such documents or consents; and

(l) To negotiate and enter into, if approved by a majority vote of the Board, an agreement or agreements for use and/or service rights (as applicable) for spa, fitness or other recreational activities, services and/or memberships (including, without limitation, spa/fitness memberships and access to recreational clubs) from any facility located within or near the Project, and also to negotiate the specific terms and conditions of any such agreement or agreements, including, without limitation, the services to be provided, the location of facilities and/or uses and the amounts of membership fees to be charged, provided that none of the powers and duties contained in this subsection shall require any vote of the Unit Owners or create an obligation on the Association to negotiate or enter into any such agreement.

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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 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 corporation not for profit or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act.

4.5 Limitation. The powers of the Association shall be subject to and 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. Notwithstanding the foregoing, or anything contained in the Association Documents to the contrary, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the

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Voting Interests of the Condominium. This Section shall not, however, apply to: (a) actions brought by the Association to enforce the provisions of the Association Documents (including, without limitation, the foreclosure of liens or enforcement of Rules and Regulations), (b) the imposition and collection of Assessments as provided in the Declaration, (c) proceedings involving challenges to ad valorem taxation and (d) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE 5
MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record title Unit Owners 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 (1) 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:

NAME

Teo Victoria, Esq.

ADDRESS

c/o Saul Ewing Arnstein & Lehr LLP
701 Brickell Avenue
17th Floor
Miami, Florida 33131

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 the Association at its

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first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board. 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 are listed hereinbelow.

President: Ryan Shear
398 NE 5th Street
13th Floor
Miami, Florida 33132

Vice President: Lowell D. Plotkin, Esq.
398 NE 5th Street
13th Floor
Miami, Florida 33132

Secretary/Treasurer: Melissa Silva
398 NE 5th Street
13th Floor
Miami, Florida 33132

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. The size of the Board may, however, be expanded from time to time as determined by the Board and in accordance with the By-Laws, provided that such Board shall have (a) a minimum of three (3) Directors and (b) a maximum of seven (7) Directors. Each Director, other than designees of Developer, must be a natural person who is either (i) a member of the Association or (ii) an officer or authorized representative of a legal entity that is a member of the Association, which entity has properly and validly designated such officer or authorized representative to serve as a Director on the Board.

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 and its agents, contractors and employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 Election; Removal. Directors of the 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 By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

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

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9.5 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 By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ryan Shear	398 NE 5th Street 13th Floor Miami, Florida 33132
Lowell D. Plotkin, Esq.	398 NE 5th Street 13th Floor Miami, Florida 33132
Melissa Silva	398 NE 5th Street 13th Floor Miami, Florida 33132

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 ordinarily 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, 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 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.

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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 (each, an "Indemnitee") of the Association, 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 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 or conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and 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

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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 against expenses and amounts paid in settlement not exceeding, in the judgment of the Board, 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 with respect to 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 Sections 10.1 or 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 conditions as the Board deems appropriate.

10.5 Determination of Applicability. Any indemnification under Sections 10.1 or 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 Sections 10.1 or 10.2. Such determination shall be made:

(a) By the Board 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 (in which Directors who are parties may participate) consisting solely of two (2) or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) Selected by the Board prescribed in subsection (a) or the committee prescribed in subsection (b); or

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(ii) If a quorum of the Directors cannot be obtained for subsection (a) and the committee cannot be designated under subsection (b), selected by majority vote of the full Board (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, then any persons specified by Section 10.5(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 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any of the By-Laws, any agreement, any 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 further 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 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 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.

10.9 Alternative Relief. Despite any contrary determination of the Board 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 Section 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

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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 or 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; 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, 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 and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

**ARTICLE 12
AMENDMENTS**

Amendments to these 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 and shall be otherwise given in the time and manner provided in Chapters 617 and 718, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).

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 Developer, or an affiliate of Developer, unless 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, Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by 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

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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 office of this corporation shall be at 398 NE 5th Street, 13th Floor, Miami, Florida 33132, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Lowell D. Plotkin, Esq.

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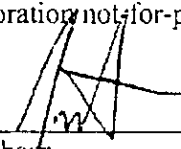
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CERTIFICATE

Pursuant to Section 617.1007 of the Florida Statutes, the undersigned certifies that these Amended and Restated Articles of Incorporation of 398 NE 5th Street Condominium Association, Inc. (1) were approved by the directors on October 6, 2022, because the Association has no members, and (2) the number of votes cast by the directors for such amendments was sufficient for approval.

Dated this 7th day of October, 2022.

398 NE 5TH STREET CONDOMINIUM
ASSOCIATION, INC.
a Florida corporation not-for-profit

By: 
Name: Ryan Shear
Title: President

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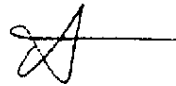
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ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the Association, at the place designated as the registered office, the undersigned hereby accepts the appointment as registered agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of its duties, and is familiar with and accepts the duties and obligations of its position as registered agent.

Dated this 7th day of October, 2022.

REGISTERED AGENT:



Lowell D. Plotkin, Esq.

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CLERK OF DISTRICT COURT
HALL COUNTY, FLORIDA