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SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
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**ARTICLES OF INCORPORATION  
FOR 401 BLU OF NORTH BEACH 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 401 BLU OF NORTH BEACH CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

**ARTICLE 1**  
**OFFICE**

The principal office and mailing address of the Association shall be at 401 69<sup>th</sup> Street, Miami Beach, Florida 33141, 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 (the "Act") for the operation of that certain condominium located in Miami-Dade County, Florida, and known as 401 BLU OF NORTH BEACH 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 the Condominium 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:

- 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 Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the By-Laws or the Act.

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**Enumeration.** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with 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, 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 Association), and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and/or Association Property, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property and Association 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 Association 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 and Association Property.
- (h) To contract for the management and maintenance of the Condominium Property and/or Association 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, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property 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 Condominium 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 and the Association Property.
- (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, notices 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 of the Association as such Owner's agent and attorney-in-fact to execute, sign and all such documents or consents.

- 4.3 **Association Property.** All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.
- 4.4 **Distribution of Income; Dissolution.** The Association shall not pay a dividend to its members and 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 Act (Chapter 617, Florida 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, each Unit Owner shall be entitled to cast the number of votes equal to the number of units which he or she owns in the Condominium. All votes 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 cast the aggregate number of votes attributable to all Units 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**  
Michael L. Flood

**ADDRESS**  
90 W. Franklin  
Crystal Lake, Illinois 60014

**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 of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u>	Michael L. Flood
<u>Vice President:</u>	Raymond P. O'Machel
<u>Secretary/Treasurer:</u>	Stevonnie Brown

**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 need not be members of the Association.
- 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.
- 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 of Directors shall be filled in the manner provided by the By-Laws.
- 9.4 Term of Development Director. 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>
Stevonnie Brown	137 Golden Isles Drive, #711 Hallandale, Fla. 33009
Raymond P. O'Machel	300 S. Lincoln Buck Ridge, Illinois 60069
Michael L. Flood	98 W. Martin Crystal Lake, Illinois 60014

- 9.6 Standards. A Director shall discharge his duties as a director, including any duties as a member of a Committee, in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or



10.4

... 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 has met the applicable standard of conduct set forth in subsection 10.1 or subsection 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:
  1. selected by the Board of Directors provided in paragraph (a) or the committee provided in paragraph (b); or
  2. if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under 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.

10.5

**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 paragraph 10.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

10.6

**Advancing Expenses.** Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

10.7

**EXCLUSIVITY OF REMEDY.** The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, the right to indemnification or advancement of expenses shall not be denied to any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were lawful in the course of such office or adjudication and constituted:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe the 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;

(d) WITHIN DISCRETION OF A CONSORTING DISTRICT IN THE BEST INTERESTS OF THE ASSOCIATION IN A PROCEEDING BY OR IN THE RIGHT OF THE ASSOCIATION TO OBTAIN A JUDGMENT OR IN A PROCEEDING BY OR IN THE RIGHT OF THE MEMBERS OF THE ASSOCIATION.

10.8 **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 have to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

10.9 **Application to Court.** Notwithstanding the failure of a Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

- (a) The director, officer, employee, or agent is entitled to indemnification under subsection 10.5, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses.
- (b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses or both by virtue of the exercise by the Association of its power pursuant to subsection 10.7, or
- (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in subsection 10.1, subsection 10.2, or subsection 10.7, unless (a) a court of competent jurisdiction determines that an evidence of gross negligence or willful misconduct 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 Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his 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 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 had reasonable cause to believe that his conduct was unlawful.

10.10 **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; 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.

10.11 **Amendment:** Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 10 shall be applicable as to any party eligible for indemnification hereunder who has not given his 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 these Articles shall be proposed and adopted in the following manner:

- 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 Chapter 617, 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 **Developer Amendments.** To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 12.4 **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 thereof of the book and page of said public records where the Declaration was recorded which contains, as an exhibit, the initial recording of these Articles.

**ARTICLE 13**  
**OFFICE AND REGISTERED AGENT**  
**ARTICLE 14**  
**ARTICLE 15**

The initial registered office of this corporation shall be at 218 Almeria Avenue, Coral Gables, Florida, 33134, 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 THOMAS G. SHERMAN.

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

*Michael L. Flood*  
Michael L. Flood, Incorporator

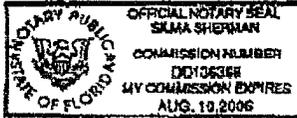
STATE OF FLORIDA )

COUNTY OF MIAMI-DADE ) SS:

The foregoing instrument was acknowledged before me this 22 day of June, 2004 by Michael L. Flood, who is personally known to me or produced \_\_\_\_\_ as identification.

*[Signature]*  
Notary Public, State of Florida

My Commission Expires:



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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 Association named in the said articles has named THOMAS G. SHERMAN, located at 218 Almaria Avenue, Coral Gables, Florida, as its statutory registered agent.

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

  
THOMAS G. SHERMAN, Registered Agent

DATED this 02 day of June, 2004.

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**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION OF  
401 BLU OF NORTH BEACH CONDOMINIUM ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)**

*Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.*

FIRST: Amendment adopted:

The Articles of Incorporation for 401 Blu of North Beach Condominium Association, Inc., filed with the Florida Secretary of State on June 23, 2004, are amended as follows:

The members of the Board of Directors of 401 Blu of North Beach Condominium Association, Inc., are hereby changed to:

Lonnie Halpern  
Daniel Lembo  
Christine Grippo

The officers of 401 Blu of North Beach Condominium Association, Inc., are hereby changed to:

Lonnie Halpern, President  
Christine Grippo, Vice President & Secretary  
George Zweir, Treasurer

The registered agent and address of registered agent for 401 Blu of North Beach Condominium Association, Inc., is hereby changed to:

SKRLD, Inc.  
201 Alhambra Circle, Suite 1102,  
Coral Gables, FL 33134

SECOND: The date of adoption of the amendment is March 11, 2008.

THIRD: Adoption of Amendment (CHECK ONE)

- The Amendment was adopted by the members and the number of votes cast for the Amendment was sufficient for approval.
- There are no members entitled to vote on this amendment. The Amendment to the Articles of Incorporation was adopted by the Board of Directors.

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Signature of Chairman, Vice Chairman, President or other officer

Lonnie Halpern

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Typed or printed name

President  
Title

March 11, 2008  
Date

SKRLD, Inc., as registered agent, is familiar with and hereby accepts the duties and responsibilities of registered agent for 401 Blu of North Beach Condominium Association, Inc.

By:   
Name: LISA LERNER  
Title: SECRETARY  
Date: MARCH 11 2008