

ARTICLES OF INCORPORATION
of

DAYSIDE TERRACE ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1963, and certify as follows:

ARTICLE 1

NAME

The name of the corporation shall be DAYSIDE TERRACE ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE 2

PURPOSE

2.1. The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, for the operation of DAYSIDE TERRACE, a condominium, located upon the following lands in Dade County, Florida:

Lots 4 and 5, in Block 42, of BELLEVUE SUBDIVISION OF ALTON BEACH, according to the Plat thereof, recorded in Plat Book 6, Page 114, of the Public Records of Dade County, Florida.

2.2. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE 3

POWERS

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

3.1. The Association shall have all of the corporate and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles and the Declaration of Condominium, and all of the powers

and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The maintenances, repair, replacement and operation of the condominium property.

d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. The reconstruction of improvements after casualty and the further improvement of the property.

f. To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the Bylaws.

h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

k. To employ personnel to perform the services required for proper operation of the condominium.

3.3. The Association shall not have the power to purchase an apartment of the condominium except at sales in forced liquidation or surety of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by the lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4. All funds and titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5. The powers of the Association shall be subject to the Declaration of Condominium and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4.

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Dade County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. 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 his apartment.

4.4. The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5

DIRECTORS

5.1. The affairs of the Association will be managed by a board consisting of the numbers of directors determined by the Bylaws, not not less than three directors, and in the absence of such determination, shall consist of three directors. Directors need not be members of the Association.

5.2. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.3. The first election of directors shall not be held until after the developer has closed the sales of all of the apartments and maids' rooms of the condominium, or until developer elects to terminate its control of the condominium, or until after December 31, 1967, whichever occurs first. The directors named in these Articles shall serve until the first election of the directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

5.4. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows, which board of directors will, at all times, consist of a minimum of three (3) directors:

SAUL A. SLOSSBERG	10 Ferncliff West Hartford, Connecticut
NAT WALD	10 Ferncliff West Hartford, Connecticut
RALPH COOPER	1030 14th Street Miami Beach, Florida

ARTICLE 6

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be

electd by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the option of the board of directors. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

<u>NAMES</u>	<u>ADDRESSES</u>	<u>OFFICE</u>
SAUL A. SLOSSBERG	10 Ferncliff West Hartford, Connecticut.	President
RALPH COOPER	1030 14th Street Miami Beach, Florida.	Vice-President and Ass't Secretary
NAT WALD	10 Ferncliff West Hartford, Connecticut.	Secretary- Treasurer

ARTICLE 7

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8

BYLAWS

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

Article 9
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

9.1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,

- a. such approvals must be by not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or
- b. by not less than 80% of the votes of the entire membership of the Association.

9.3. Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article 3, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Dade County, Florida.

ARTICLE 10

TERM

The term of the association shall be perpetual.

ARTICLE 11

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

SAUL A. SLOSSBERG	10 Ferncliff West Hartford, Connecticut
NAT WALD	10 Ferncliff West Hartford, Connecticut
RALPH COOPER	1050 14th Street Miami Beach, Florida

IN WITNESS WHEREOF the subscribers have affixed their signatures this 7th day of August, 1967.

Saul A. Slossberg
SAUL A. SLOSSBERG

Nat Wald
NAT WALD

Ralph Cooper
RALPH COOPER

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

PERSONALLY appeared before me, the undersigned authority, SAUL A. SLOSSBERG and NAT WALD, who first being duly sworn, on oath acknowledge that they executed the foregoing Articles of Incorporation for the purpose expressed in such Articles of Incorporation, this 7th day of August, A. D. 1967.

Donald C. Brooks
NOTARY PUBLIC, State of Connecticut at Large
DONALD C. BROOKS
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 1967

My commission expires:
STATE OF FLORIDA)
COUNTY OF DADE)

PERSONALLY appeared before me, the undersigned authority, RALPH COOPER, who first being duly sworn, on oath acknowledged that he executed the foregoing Articles of Incorporation for the purpose expressed in such Articles of Incorporation, this 7th day of August, A. D. 1967.

Ralph E. Fisher
My commission expires: NOTARY PUBLIC, State of Florida at Large
NOTARY PUBLIC, State of Florida at Large
My Commission Expires Dec. 31, 1967
Bonded by American Surety Co. of N. Y.

APARTMENT DEED

THIS INDENTURE, made this day of , 1967,
between HAYSIDE TERRACE, INC., a Florida corporation, Party of
the First Part, and

whose mailing address is: 1670 Bay Road, Miami Beach, in the
County of Dade and State of Florida, Party of the Second Part.

W I T N E S S E T H:

That the said Party of the First Part, for and in considera-
tion of the sum of Ten Dollars and other good and valuable con-
sideration to it in hand paid, the receipt whereof is hereby
acknowledged, has granted, bargained, sold, aliened, remised, re-
leased, conveyed and confirmed, and by these presents doth grant,
bargain, sell alien, remise, release, convey and confirm unto
the said Party of the Second Part, and heirs and assigns
forever, all that certain condominium parcel being in the County
of Dade and State of Florida, more particularly described as
follows:

SUBJECT, however, to all of the provisions of the said De-
claration of Condominium which the Party of the Second Part
assumes and agrees to observe and perform, including but not
limited to the payment of assessments for the maintenance and
operation of said apartment building and condominium.

TOGETHER with all the tenements, hereditaments and appur-
tenances, with every privilege, right, title, interest and estate,
reversion, remainder and easement thereto belonging or in anywise
appertaining.

SUBJECT to taxes for the current and subsequent years and

to applicable zoning ordinances of the City of Miami Beach and to all applicable conditions, restrictions, easements and limitations of record and pending improvement liens, if any.

TO HAVE AND TO HOLD the same in fee simple forever. And the said Party of the First Part doth covenant with the said Party of the Second Part that it is lawfully seized of the said premises that they are free of all encumbrances, and that it has good right and lawful authority to see the same; and the said Party of the First Part does hereby fully warrant the title to said condominium parcel and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be signed and its seal affixed hereto the day and year first above written.

Signed, sealed and delivered
in the presence of:

WAYSIDE TERRACE, INC.,
a Florida corporation,

By: _____ (SEAL)
President

Attest: _____
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, and the President and Secretary, respectfully of BAYSIDE TERRACE, INC., a Florida corporation, and they severally acknowledged to and before me that they executed the above Apartment Deed as such officers, and that the seal affixed to said instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this day
of 1967, at Miami Beach, Dade County, Florida.

NOTARY PUBLIC, State of Florida at Large

My commission expires:

State of Idaho, County of Ada.
The undersigned, to-wit: the undersigned the 18 day of Aug
1951 at 4:11 P. M. in and to be recorded in OFFICIAL RECORDS
Book 560, on p. 608, the 4 578 127157
L. E. CRATTENMAN
Clerk Circuit Court

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL
RECORDS CONDOMINIUM PLAN BK. 2, PAGE 11
E.B. LEATHERMAN
CLERK CIRCUIT COURT

Book5601/Page657

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