OFF REC 10939 PG 2149

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WINSTON TOWERS 700 CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on October 16, 1980, as shown by the records of this office.

The charter number for this corporation is 754685.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 21st day of October, 1980.

George Firestone
Secretary of State

CER 101 Rev. 5-79

EXHIBIT "C" TO DECLARATION OF CONDOMINIUM

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FILED
Oct 15 4 45 PM '80
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

WINSTON TOWERS 700 CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE I.

Name and Definitions

The name of the corporation shall be WINSTON TOWERS 700 CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," and the terms used herein shall have the meaning for each stated in Chapter 718 Florida Statutes (hereinafter referred to as the "Condominium Act") and the Declaration of Condominium of Winston Towers 700 Condominium to be recorded in the Public Records of Dade County, Florida (hereinafter referred to as the "Declaration of Condominium"), unless the context otherwise requires.

ARTICLE II.

Purpose

A. The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act for the operation of Winston Towers 700 Condominium, to be located on certain property in Dade County, Florida.

B. The Association shall pay no dividend, and shall distribute no part of its income to its members, Directors or officers. Nevertheless,the Association may pay compensation in a reasonable amount to its members, Directors, and officers for services rendered, and it may confer benefits upon its members in conformity with the purposes of the Association. Upon termination of the Condominium, the Association may make distributions to its members as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the members of the Association in accordance with the provisions of the Declaration of Condominium, these Articles and the By-Laws.

ARTICLE III.

Powers

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the purposes of the Association, as set forth in Section B of this Article III, and the terms of these Articles, the Declaration of Condominium and the Condominium Act.

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B. The purposes of the Association are to manage, operate, maintain, replace and care for the Condominium Property, items of property on the Land which are owned by members, and property owned by a governmental unit and used for the benefit of Unit Owners.

C. In furtherance of the purposes of the Association, as set forth in Section B of this Article III, the Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following irrevocable rights, powers and authority:

1. To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium.

2. To use the proceeds of Assessments in the exercise of its powers and duties.

3. To maintain, repair, replace and operate the Condominium Property, which shall include the irrevocable right to access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for the making of emergency repairs therein to prevent damage to the Common Elements or to another Unit or Units.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

5. To reconstruct improvements after casualty and to construct further improvements of the Condominium Property.

6. To make and amend reasonable regulations respecting the use of the Condominium Property.

7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the Condominium.

8. To contract for the maintenance and management of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the Association and the management agent may lawfully contract to be performed by the masnagement agent, including without limitation the submission of proposals, the collection of assessments, the preparation of records, the enforcement of rules and regulations, and the maintaining, repair and replacement of the Common Elements with such funds as may be made available by the Association for such purposes; provided, however, that the Association, the Board of Directors, and the officers of the Association shall at all times to the extent required by law retain the powers and duties granted them by the Condominium Documents and the Condominium Act,

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including, without limitation, the making of assessments, the promulgation of rules and regulations, and the execution of contracts on behalf of the Association.

9. To employ personnel for reasonable compensation to perform the services required for proper administration and operation or the Association.

10. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units (unless the individual Unit or Units are owned by the Association) and the appurtenances thereto, and to assess the same against the Units subject to liens for such purposes.

11. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to owners of individual Units.

12. To adopt and establish By-Laws for the operation of the Condominium Property.

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

D. Subject to the restrictions set forth in the Declaration of Condominium, the Association shall have the power to purchase a Unit or Units and to hold, lease, mortgage and convey the same.

ARTICLE IV.

Members

A. The members of the Association shall consist of all of the Unit Owners of record 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.

B. 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 record title to a Condominium Parcel and the delivery to the Association of a true copy of such instrument. The new Unit Owner designated by such instrument shall thereupon become a member of the Association and the membership of the prior Unit Owner shall thereby be terminated.

C. 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 Unit.

D. The By-Laws shall provide for an annual meeting of members and may provide for regular and special meetings of members other than the annual meeting.

E. In connection with membership in the Association, on all matters upon which the membership is entitled to vote, the owner(s) of each Condominium Parcel shall be entitled to one vote per Condominium Parcel owned, except that the Association shall not be entitled to a vote for any Condominium Parcel owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V.

Directors

A. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws, but which shall consist of not less than three Directors. Except as may otherwise be provided in the By-Laws, each Director shall be either a person designated by the Sponsor or a person entitled to cast a vote in the Association.

B. Directors may be designated or elected and removed and vacancies on the Board of Directors shall be filled as provided in the By-Laws.

C. All of the duties and powers of the Association existing under the Condominium Act, the Declaration of Condominium, 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 by the Condominium Act, the Declaration of Condominium, these Articles or the By-Laws.

D. The names and addresses of the three members of the first Board of Directors, who shall hold office until the election or appointment of their successors, are as follows:

James L. Lloyd	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132
Frederick H. Mann	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132
Mark Donovan	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132

ARTICLE VI.

Officers

The affairs of the Association shall be administered by the officers designated in accordance with the By-Laws. The names and addresses of the officers who shall serve until the election or appointment of their successors in accordance with the By-Laws are as follows:

James L. Lloyd, President President	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132
Frederick H. Mann, Vice President	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132
Mark Donovan, Secretary and Treasurer	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132

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ARTICLE VII.

Indemnification and Insurance

A. The Association shall indemnify any person who was or is a Director, officer, employee or agent of the Association and who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other proceeding, whether civil, criminal, administrative or investigative (other than an action by, or in the right of, the Association), by reason of the fact that he is or was a Director, officer, employee or agent of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, including any appeal thereof, if he acted in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or other 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 (i) did not act in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association, or (ii) (with respect to any criminal action or proceeding) had reasonable cause to believe that his conduct was unlawful.

B. The Association shall indemnify any person who was or is a Director, officer, employee or agent of the Association and who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, including any appeal thereof, if he acted in a manner he reasonably believed to be in or not opposed to, the best interests of the Association, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged guilty of willful misfeasance or malfeasance in the performance of his duty to the Association unless, and only to the extent that, the court in which such action or suit was brought 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 the court shall deem proper.

C. To the extent that a past or present Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or other proceeding described above in this Article VII, above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, including any appeal.

D. A person's entitlement to indemnification under Section A of this Article is established thereby, and payments in connection with such indemnitifcation may be made pursuant to a determination by a court or pursuant to a determination by the Association that the indemnification of the Director, officer, employee or agent is proper in the circumstances because he has met the applicable

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standard of conduct set forth in said Section A. Such determination by the Association may be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or other proceeding, or (ii) if such a quorum is not obtainable or, even if obtainable, if a majority of a quorum of disinterested Directors so directs, either by independent legal counsel in a written opinion, or (iii) by the members by a majority vote of a quorum consisting of members who were not parties to such action, suit or other proceeding.

E. Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or other proceeding shall be paid by the Association in advance of the final disposition of such action, suit or other proceeding upon a preliminary determination in accordance with Section D of this Article that the Director, officer, employee or agent met the applicable standard of conduct set forth in Sections A and B of this Article.

F. The indemnification provided for hereunder shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, any agreement or any resolution approved at a meeting by either (a) the affirmative vote of disinterested members holding a majority of the votes and entitled to vote thereon, or (b) the affirmative vote of a majority of disinterested Directors, both as to action by any such Director, officer, employee or agent in his official capacity as well as to action in another capacity while holding such office or position, provided that there shall be no indemnification against gross negligence or willful misconduct.

G. Indemnification as provided in this section shall continue as 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.

H. The Association shall have the power to purchase and maintain and, if reasonably available, shall purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this section. The premiums for such insurance shall be paid by the Association as a part of the Common Expenses.

I. If any expenses or other amounts are paid by way of indemnification, other than by court order, by action of the members or by an insurance carrier pursuant to insurance maintained by the Association, the Association shall, not later than the time of delivery to members of written notice of the next annual meeting of members (unless such meeting is held within three months from the date of such payment and, in any event, within sixteen months from the date of such payment), deliver either personally or by mail to each member who is entitled to vote for the election of Directors

a statement specifying the persons paid, the amounts paid and the nature and status of the litigation or threatened litigation at the time of such payment.

ARTICLE VIII.

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the Board of Directors or the members of the Association as provided in the By-Laws.

ARTICLE IX.

Amendments

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

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the members or the Board of Directors at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by members owning seventy-five (75%) percent or more of the Condominium Parcels. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. Except as provided in Section F of this Article IX, a resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and of members owning not less than seventy-five (75%) percent of the Condominium Parcels.

C. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of Condominium Parcels in the manner required for the execution of a deed.

D. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section C of Article III without approval in writing by all members and the written consent of all Institutional Mortgagees. No amendment that is in conflict with the Condominium Act or the Declaration of Condominium shall be made, or, if made, shall be of any force or effect.

E. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Dade County, Florida.

F. Section B of this Article IX notwithstanding, until such time as Unit Owners other than the Sponsor constitute a majority of the Directors, amendments to these Articles of Incorporation may be adopted at any meeting of the Board of Directors by a majority vote of the Board of Directors.

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ARTICLE X.

Term

The term of the Associati n shall be perpetual.

ARTICLE XI.

Subscribers

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

James L. Lloyd	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132
Frederick H. Mann	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132
Mark Donovan	Nineteenth Floor 100 North Biscayne Boulevard Miami, Florida 33132

ARTICLE XII

Initial Registered Office and Agent

The initial registered office of the Association is 630 Ingraham Building, 25 Southeast 2nd Avenue, Miami, Florida 33131, and the name of the initial registered agent of the Association at said address is Rene V. Murai. The Association retains the privilege of having its office and branch offices at other places within or outside of the State of Florida.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 17th day of July, 1973.

J Lloyd

Fred H. Mann

Mark C. Donovan

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STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

BEFORE ME, the undersigned authority on this day personally appeared James L. Lloyd, Frederick H. Mann and Mark Donovan, who, being duly sworn, severally acknowledged the execution of the foregoing Articles of Incorporation of Winston Towers 700 Condominium Association, Inc. for the purposes expressed in such Articles.

WITNESS my signature and official seal in the State and County last aforesaid, this 17th day of July, 1980.

Deborah Wilson Harmon
Notary Public,
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 10, 1982
Bonded By American Fire & Casualty Company

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

In pursuance of Chapter 617.023, Florida Statutes, the following is submitted in compliance with said Act:

WINSTON TOWERS 700 CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal place of business and registered office in the County of Dade, State of Florida, has named Rene V. Murai, located at 830 Ingraham Building, 25 Southeast 2nd Avenue, Miami, Florida 33131, as its agent to accept service of process within Florida.

James L. Lloyd, Jr. President

Date: July 17, 1980

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ACKNOWLEDGMENT:

Having been named to accept service of process for the above-named corporation at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties and the keeping open of said office.

RENE V. MURAI

Date: June 23, 1980

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SECRETARY OF STATE
TALLAHASSEE FLORIDA