

EXHIBIT "N" TO THE
DECLARATION OF CONDOMINIUM OF
THE HAMPTONS WEST, A CONDOMINIUM

ARTICLES OF INCORPORATION OF
HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC.

DC-87

YOUNG, STERN & TANNENBAUM, P.A.
NORTH MIAMI BEACH

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on September 15, 1982, as shown by the records of this office.

The charter number for this corporation is 765017.



CER 101

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 17th day of September, 1982.

George Firrestone
Secretary of State

HAMPTONS WEST CONDOMINIUM ASSOCIATION, INC.
ARTICLES OF INCORPORATION

The undersigned subscribers by these articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida (Chapter 617, Florida Statutes, 1979), and hereby adopt the following articles of incorporation:

ARTICLE I

NAME

The name of the corporation shall be **Hamptons West Condominium Association, Inc.** For convenience, the corporation shall be referred to in this instrument as the "association," or the "corporation," these articles of incorporation as the "articles," and the by-laws of the association as the "by-laws."

ARTICLE II

PURPOSE

The purpose for which the association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of one (1) or more of the condominiums which may be established from time to time within the property as legally described on exhibit "A" hereto. The foregoing land is sometimes referred to as the "Hamptons complex land," and the condominiums that may be submitted to condominium form of ownership therein are sometimes referred to as the "Hamptons complex" or the "complex." The first condominium submitted to condominium ownership in the Hamptons complex which these articles shall govern, is known as "The Hamptons West, a Condominium." The developer of said condominium is Hamptons Development Corp. of Dade, a Florida corporation, and is hereinafter referred to as the "developer." The developer shall determine whether any condominium or condominiums shall be established within the Hamptons complex land in addition to The Hamptons West, a Condominium. If the developer does decide to establish such an additional condominium or condominiums, the developer shall also determine which, if any, of such additional condominium(s) shall be operated by the association; provided, however, that the number of units presently contemplated to be contained in all condominiums operated by the association shall be seven hundred sixty-one (761); but, in no event will exceed eight hundred ten (810). Whenever reference is made in these articles to the "condominium" or to the "condominiums," it shall be deemed to be referring to The Hamptons West, a Condominium, and such other condominium or condominiums, if any, which are subsequently determined to be operated by the association as aforescribed.

ARTICLE III

DEFINITIONS

The terms used in these articles shall have the same definitions and meaning as those set forth in the declaration of condominium of The Hamptons West, a

Condominium, and the by-laws of the association, unless herein provided to the contrary, or unless the context otherwise requires. Whenever reference is made in these articles to the "declaration" or to the "declarations," it shall be deemed to be referring to the declaration of condominium of The Hamptons West, a Condominium, and the declaration of condominium for such other condominium or condominiums, if any, which are subsequently to be determined to be operated by the association.

ARTICLE IV

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 that are not in conflict with the provisions of these articles or of the Act.

4.2 Enumeration. The association shall have all the powers and duties set forth in the Act (except as to variances in these articles and the declaration which are permitted by the Act), and all of the powers and duties reasonably necessary to operate the condominiums pursuant to their declarations, and 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, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the condominium.
- (c) To maintain, repair, replace, reconstruct, add to, and operate the condominiums and other property acquired or leased by the association for use by unit owners.
- (d) To purchase insurance upon the condominiums and insurance for the protection of the association, its officers, directors, and members as unit owners, and such other parties as the association may determine in the best interest of the association.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the condominiums and for the health, comfort, safety and welfare of the unit owners.
- (f) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the declarations.

(g) To enforce by legal means the provisions of the Act, the declarations, these articles, the by-laws, and the rules and regulations for the use of the condominiums.

(h) To contract for the management of the condominiums, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the association, except (1) those which require specific approval of the board of directors or the membership of the association; (2) those which are incapable of being delegated as same may be contrary to the declaration of condominium or the by-laws; (3) those which are contrary to the Statutes of the State of Florida; and (4) wherein a delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the board of directors and is therefore not susceptible of delegation.

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

(j) To enter into agreements with other parties for easements or sharing arrangements or recreational facilities as the board of directors may deem in the best interests of the condominium.

4.3 Assets of the Association. All funds and the titles of 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 declarations, these articles, and the by-laws.

4.4 Limitation. The powers of the association shall be subject to and shall be exercised in accordance with the provisions of the declarations and the by-laws.

ARTICLE V MEMBERS

5.1 Membership. The members of the association shall consist of all of the record owners of units in the condominiums; and, after termination of the condominiums, if same shall occur, the members of the association shall consist of those who are members at the time of the termination, and their successors and assigns. Membership shall be established by the acquisition of ownership of fee title to, or fee interest in, a condominium parcel in the condominiums, whether by conveyance, devise, judicial decree, or otherwise, subject to the provisions of the declarations, and by the recordation amongst the Public Records of Dade County, Florida, of the deed or other instrument establishing the acquisition and designating the parcel affected thereby, and by the delivery to the association of a true

copy of such deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the association, and the membership of the prior owner as to the parcel designated shall be terminated.

5.2 Assignment. The share of a member in the funds and assets of the association, in its common elements and its common surplus, and membership in this 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 declarations 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.

5.5 Class of Members. In the event there is more than one (1) condominium governed by this association, the membership in the association shall be divided into classes pursuant to and as provided for under the by-laws.

ARTICLE VI
TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE VII
SUBSCRIBERS

The names and addresses of the subscribers to these articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elliot Monter	20281 East Country Club Drive North Miami Beach, Florida 33180
Robert Jacobs	20281 East Country Club Drive North Miami Beach, Florida 33180
Henry Roloff	20281 East Country Club Drive North Miami Beach, Florida 33180

ARTICLE VIII
OFFICERS

The affairs of the association shall be administered by the officers 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 of the officers. The names and addresses of the initial officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Elliot Monter 20281 East Country Club Drive North Miami Beach, Florida 33180
Vice President:	Robert Jacobs 20281 East Country Club Drive North Miami Beach, Florida 33180
Secretary/Treasurer:	Henry Roloff 20281 East Country Club Drive North Miami Beach, Florida 33180

ARTICLE IX 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 by the by-laws, but which shall consist of not less than three (3) nor more than fifteen (15) directors. Except for directors appointed by the developer, all directors must 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 that 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 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 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 qualified, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Elliot Monter	20281 East Country Club Drive North Miami Beach, Florida 33180

Robert Jacobs

20281 East Country Club Drive
North Miami Beach, Florida 33180

Henry Roloff

20281 East Country Club Drive
North Miami Beach, Florida 33180

ARTICLE X

INDEMNIFICATION

10.1 Indemnity. The association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or 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, employee, officer or agent of the association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the association; and, with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or 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 the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or 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 and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the association; and with respect to any criminal action or proceeding, he had no reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered 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 in the circumstances because he has met the applicable standard of conduct set forth in Section 10.1 above. 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 action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the association in advance of the final disposition of such action, suit or proceeding as authorized by the board of directors in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the association as authorized in this article.

10.5 Miscellaneous. The indemnification provided by this article 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, both as to action in his official capacity while holding such office, and 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.

10.6 Insurance. The association shall have the power to 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 article.

ARTICLE XI 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 directors and members in the manner provided by the by-laws.

ARTICLE XII AMENDMENTS

Amendments to these articles shall be proposed and adopted in the following manner:

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the board of directors or by not less than one-third (1/3) of 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, provided that approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

- (a) Not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the board of directors and by not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the association; or
- (b) By not less than seventy-five percent (75%) of the votes of the entire membership of the association.

12.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 4.3 and 4.4 of Article 4, entitled "Powers," without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Act or the declarations, 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 or beneficiary of the developer, unless the developer shall join in the execution of the amendment.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of Dade County, Florida.

ARTICLE XIII **DISSOLUTION**

In the event of dissolution or final liquidation of the association, the assets, both real and personal of the association, consisting of the surface water management system, including drainage easements, shall, upon request by the appropriate public agency or utility, be dedicated to such public agency or utility to be devoted to purposes, as nearly as practicable, the same as those to which they were required to be devoted by the association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as

practicable to the same as those to which they were required to be devoted by the association. No such disposition of association properties shall be effective to divest or diminish any right or title of any unit owner vested in him under the recorded declarations and deeds applicable to the complex, unless made in accordance with the provisions of such declarations and deeds.

ARTICLE XIV
ADDRESS

The principal place of business of the corporation shall be located at 20281 East Country Club Drive, North Miami Beach, Florida 33180, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the board of directors.

ARTICLE XV
INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be located at 17071 West Dixie Highway, North Miami Beach, Florida 33160, and the initial registered agent of the corporation at that address is Young, Stern & Tannenbaum, P.A.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 3rd day of September, 1988.


ELLIOT MONTER (SEAL)

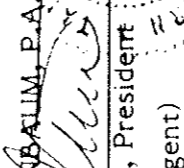

ROBERT JACOBS (SEAL)

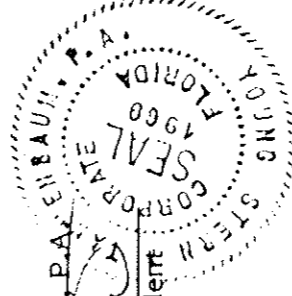

HENRY ROLOFF (SEAL)

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN ARTICLE XV OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS 3rd DAY OF September, 1988.

YOUNG, STERN & TANNENBAUM, P.A.
By 
JEROME H. STERN, President
(Registered Agent)

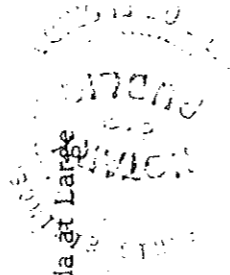


STATE OF FLORIDA :
 : SS.
COUNTY OF Dade :

I HEREBY CERTIFY that on this 3rd day of September, 1988, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ELLIOT MONTER, ROBERT JACOBS and HENRY ROLOFF, to me known to be the individuals described in and who executed the foregoing instrument as subscribers to the articles of incorporation of HAMPTONS WEST CONDOMINIUM ASSOCIATION INC., a Florida corporation not for profit, and they severally acknowledged to and before me that they signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at North Miami Beach, Florida, the day and year last above written.

My Commission Expires:

Alena Bragh
NOTARY PUBLIC, State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
EDWARD H. YOUNG, CENTRAL INSURANCE AND
FINANCIAL GROUP, EXPIRES MARCH 31, 1986