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FLORIDA NON-PROFIT CORPORATION

KENDALL COMMERCE PARK CONDOMINIUM ASSOCIATION, INC.

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Prepared by:

Ira S. Silver, Esq.
Florida Bar No. 221331
Silver & Silver
108 South Miami Avenue
Second Floor
Miami, FL 33130

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ARTICLES OF INCORPORATION

OF

**KENDALL COMMERCE PARK CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not-for-Profit)**

In order to organize a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, the undersigned does hereby make and subscribe to the following Articles of Incorporation:

ARTICLE I

DEFINITIONS

The terms contained in these Articles which are contained in Chapter 718, Florida Statutes (the "Condominium Act") shall have the meaning of such terms set forth in such Act, and the following terms shall have the following meanings:

- (a) "Articles" means these Articles of Incorporation.
- (b) "Association" means KENDALL COMMERCE PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit.
- (c) "Board" means the Board of Directors of the Association.
- (d) "By-Laws" means the By-Laws of the Association.
- (e) "Condominium" means that form of ownership of real property which is created pursuant to the provisions of F.S. Chapter 718, which is comprised of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in common elements and is the name by which the Condominium Property may be identified herein.
- (f) "Condominium Documents" means the Declaration, these Articles, the By-Laws and any document or instrument referred to or contemplated by the foregoing documents.
- (g) "Condominium Property" means the land, all improvements thereon, and all personal property used in connection therewith, which are submitted to condominium ownership under the Declaration, and as are more particularly described therein, and all easements and rights appurtenant thereto.

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(h) "Declaration" means the Declaration of Condominium of the Condominium, together with all Exhibits and Amendments thereto.

(i) "Developer" means KENDALL COMMERCE PARK, LLC, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Developer does not include an owner of a Unit who has acquired same for his own use or occupancy.

(j) "Institutional First Mortgagee" means any commercial bank; savings bank; real estate or mortgage investment trust; mortgage banker; federal agency, corporation or association; Federal National Mortgage Association; GNMA; and any lender generally recognized as an institutional type lender; if and as long as the respective entity or person holds a first mortgage on a Unit.

(k) "Member" means member of the Association, including Developer, so long as Developer owns a Unit.

(l) "Owner" means the owner of a Unit, including Developer, so long as Developer owns a Unit.

(m) "Rules" means the existing rules and regulations attached to the By-Laws as Schedule "A" as well as any which may be duly promulgated by the Board pursuant to its powers under any of the Condominium Documents.

(n) "Unit" means a "unit", as defined in the Condominium Act, which is part of the Condominium Property.

ARTICLE II

NAME AND ADDRESS

The name of the Association shall be KENDALL COMMERCE PARK CONDOMINIUM ASSOCIATION, INC. The address of the corporation is 13205 SW 137 Avenue, Suite 101, Miami, FL 33186.

ARTICLE III

PURPOSE OF ASSOCIATION

The purpose of the association is to administer, manage and operate the Condominium

Property.

ARTICLE IV

POWERS

In furtherance of the foregoing purposes, the Association shall have the following powers:

(a) All of the common law and statutory powers of a Florida corporation not-for-profit which are not in conflict with the Condominium Act or the terms and conditions of the Condominium Documents;

(b) All of the powers of a condominium association under the Condominium Act and all of the powers granted to the Association under any of the Condominium Documents;

(c) All of the powers reasonably necessary to implement the purposes of the Association set forth in these Articles and in any of the Condominium Documents, including but not limited to the following powers, which powers will be exercised in accordance with the Condominium Act and the Condominium Documents:

- (i) to make, establish, amend and enforce reasonable rules and regulations governing the Condominium and the use of any Condominium Property;
- (ii) to make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation and maintenance of the Condominium Property and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the association;
- (iii) to administer, manage and operate the Condominium and to maintain, repair and replace Condominium Property;
- (iv) to construct and reconstruct Condominium Property in the event of casualty or other loss;
- (v) to enforce by legal means the provisions of the Condominium Documents; and
- (vi) to employ personnel, retain independent contractors and professionals, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to assist

the Association in the administration, management and operation of the Condominium and the Association and the maintenance, care and repair of Condominium Property.

ARTICLE V

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership, and the manner of voting by Members shall be as follows:

(a) Until such time as the Declaration is recorded, the membership of this Association shall be comprised solely of the subscribers to these Articles ("Subscriber Members"), and the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one vote on all matters requiring a vote of the membership.

(b) Upon the recording of the Declaration, membership of the Subscriber Members in the Association shall be automatically terminated. Thereafter, each and every Owner, including Developer as to Units owned by Developer, shall be entitled to be Members and to exercise all of the rights and privileges of Members.

(c) Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of acquisition amongst the Public Records of Miami-Dade County, Florida. Where title to a Unit is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons, or entity thereby acquiring such Unit shall not be a Member unless and until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to this Unit.

(e) Any Member who conveys or loses title to a Unit by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title will no longer be entitled to be a Member, and shall lose rights and privileges of a Member of the Association.

(f) Each Member or Members owning a Unit shall be entitled to one vote for each and every Unit owned by the Member or Members. If there is one Member with respect to a Unit, such Member shall be entitled to one vote. If there is more than one Member with respect to a Unit as a result of the fee interest, such unit being held by more than one person, such Members

collectively shall be entitled to only one vote. The vote of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by a properly designated officer, partner or principal of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.

ARTICLE VI

TERM

The term for which the Association is to exist shall be perpetual.

ARTICLE VII

SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is:

Robert Sherry
13205 SW 137 Avenue
Suite 101
Miami, FL 33186

ARTICLE VIII

OFFICERS

8.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers as may be designated by the Board, all of which officers shall be subject to the directions of the Board.

8.2 The Board shall elect officers of the Association annually at the first meeting of the Board. Officers may be removed by the Board in the manner provided in the By-Laws and such officers may be replaced or additional officers elected as the Board shall from time to time determine. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two offices, provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The name of the Officers who are to serve until the first election of officers by the Board are as follows:

President	Robert Sherry
Secretary	April Stuzin
Treasurer	Noah Sherry

ARTICLE X

BOARD OF DIRECTORS

10.1 The number of persons constituting the Board shall initially be three, and, other than the First Board (hereinafter defined) or directors otherwise appointed by Developer, all directors shall be Members.

10.2 The names and addresses of the persons who are to serve as directors on the first Board (the "First Board") until the first election of their respective successors in accordance with this Article X are as follows:

Names	Addresses
Robert Sherry	13205 SW 137 Avenue, Suite 101, Miami, FL 33186
April Stuzin	13205 SW 137 Avenue, Suite 101, Miami, FL 33186
Noah Sherry	13205 SW 137 Avenue, Suite 101, Miami, FL 33186

10.3 The First Board shall serve until the earliest to occur of the following events:

(a) The sending by Developer to the Association and to each Member of a written notice that Developer voluntarily relinquishes its right to continue to designate any of the members of the Board; or

(b) Owners other than the Developer own a sufficient percentage of Units, pursuant to Section 718.301(1) of the Condominium Act, so as to entitle them to elect members of the Board; provided, election by Owners shall be limited to the extent set forth in 718.301(1) of the Condominium Act.

10.4 Developer reserves the right to designate and elect successor directors to serve on the First Board upon the resignation or removal of directors from the First Board for so long as the First Board is to serve, provided, however, the Members other than Developer shall have such right of designation and election to the extent set forth in sections 10.5 and 10.6 immediately following.

10.5 The Members other than Developer shall have the right to elect one-third (1/3) of the members of the Board after such Members own fifteen (15%) percent or more of the Units.

10.6 The Members other than Developer shall have the right to elect a majority of the members of the Board following the earliest to occur of the following events (the "Turnover Date"):

(a) Three (3) years after fifty percent (50%) of the Units have been conveyed by Developer; or

(b) Three (3) months after ninety percent (90%) of the Units have been conveyed by Developer; or

(c) When some of the Units have been conveyed by Developer and none of the others are being offered for sale by the Developer in the ordinary course of business.

10.7 Within seventy-five (75) days of the occurrence of an event giving rise to the right of the Members other than Developer to elect a member of the Board under Paragraph 10.5 and 10.6 above, or upon the right of the Members to elect a majority of the Board on the Turnover Date, the Members shall elect such directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members upon not less than sixty (60) days notice. The term of any member of the Board who has been elected by Members shall extend until the next annual meeting of the Members and until a successor is duly elected by such Members and qualified.

10.8 After the termination of the First Board, the Board shall serve until the next annual meeting of the Members, whereupon the Members shall elect all of the directors to serve on the Board in accordance with the By-Laws, and the Board shall continue to be so elected at subsequent annual meetings of the Members.

XI

BY-LAWS

The By-Laws shall be made and adopted by the First Board, and thereafter may be altered amended or rescinded by a majority of the Board and a majority of the Members present at a meeting of each of such bodies in the manner provided for in the By-Laws.

XIII

AMENDMENT

12.1 Prior to the conveyance by Developer of a Unit, these Articles may be amended only be an instrument in writing signed by all of the Subscriber Members and filed in the Office of the Secretary of the State of Florida.

12.2 After the conveyance by Developer of a Unit, these Articles may be amended in the following manner:

An amendment may be first considered by either the Board of the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board of the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be a vote of Members owning two-thirds (2/3) or more of the Units, which vote shall take place at a meeting of the Members at which a quorum is present. Approval by the Board must be by two-thirds (2/3) of the directors, which vote shall take place at a meeting of the Directors at which a quorum of directors is present.

12.3 Notwithstanding any provisions of this Article XII to the contrary, these Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any Institutional First Mortgage or Developer, including the rights of Developer to designate the directors of the First Board as provided in Article X hereof, without the prior written consent to such amendment by Developer or such Institutional First Mortgagee, as the case may be.

12.4 Notwithstanding any provision of this Article XII to the contrary, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Documents, as the same may be amended from time to time in accordance with the respective provisions hereof.

12.5 Any instrument amending the Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each of such amendments shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Miami-Dade County, Florida.

ARTICLE XIII

INDEMNIFICATION

The Association shall indemnify any officer or director, or any former officer or director, to

the fullest extent permitted under law. Without limiting the foregoing, each and every director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorneys fees at all trial and appellate levels reasonably incurred by or imposed upon him in connection with any threatened, pending, or completed proceeding or litigation, or any settlement in which he is a party, by reason of his being or having been an officer of the Association, and the foregoing provision for indemnification shall apply whether or not such a person is a director or officer at the time such cost, expense or liability is incurred. Notwithstanding the foregoing, in the event a director or officer admits or is adjudged guilty of unlawful conduct or liable for gross negligence or willful malfeasance in the performance of his duties, the indemnification provisions of this Article XIII shall not apply.

IN WITNESS WHEREOF, the subscriber has hereunto affixed his signature this 2 day of FEBRUARY, 2004.

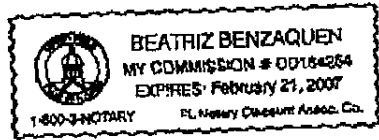
Robert Sherry
Robert Sherry, President.

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 2 day of February, 2004, by Robert Sherry as President of Kendall Commerce Park Condominium Association, Inc., on behalf of the corporation. He is personally known to the undersigned and did not take an oath.

Beatriz Benzaquen
Notary Public
Beatriz Benzaquen
Printed Name

My Commission Expires:



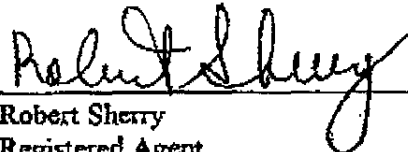
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CERTIFICATE DESIGNATING AGENT AND PLACE FOR SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Florida Statutes, the following is submitted:

KENDALL COMMERCE PARK CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, designates Robert Sherry, as its Agent to accept service of process within this State.

Having been designated as the Registered Agent for the above stated corporation, I hereby accept the position, agree to act in this capacity and to comply in full with the provisions of the Florida Statues and acknowledge that I am familiar with, and accept the obligation set out in Chapter 607.0501, Florida Statutes.


Robert Sherry
Registered Agent

The registered agent and street address of the registered office, place of business, or location for the service of process within this State is as follows:

Robert Sherry
13205 SW 137 Avenue
Suite 101
Miami, FL 33186

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