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FLORIDA PROFIT/NON PROFIT CORPORATION

Downtown Doral Community Association, Inc.

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**ARTICLES OF INCORPORATION
OF
DOWNTOWN DORAL COMMUNITY ASSOCIATION, INC.**

The undersigned Incorporator, desiring to form a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, hereby adopts the following Articles of Incorporation ("Articles"):

**Article I
NAME AND DEFINITIONS**

The name of the corporation shall be **DOWNTOWN DORAL COMMUNITY ASSOCIATION, INC.**, which is hereinafter referred to as the "Community Association."

The capitalized terms used herein shall have the meanings, if any, given to them in the Declaration of Covenants, Restrictions and Easements for Downtown Doral recorded or to be recorded in the Public Records of Miami-Dade County, Florida, as hereafter amended and/or supplemented from time to time (the "Community Declaration") unless the context clearly requires otherwise; provided, however, that the term "Member" shall mean a member of the Community Association as provided herein.

**Article II
PURPOSES AND POWERS**

The objects and purposes of the Community Association are those objects and purposes as are authorized by the Community Declaration. The further objects and purposes of the Community Association are to preserve the values and amenities of the Community (including, without limitation, the Blocks, Lots, and Parcels located therein which are now or hereafter developed within the properties which are subject to the Community Declaration and to maintain the Common Areas for the benefit of the Members of the Community Association, in accordance with the Community Declaration.

The Community Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

The Community Association shall have the power to contract for the management of the Community Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate or subsidiary of the Declarant) the powers and duties of the Community Association, except those which require specific approval of the Board or the Members.

The Community Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Community Declaration. The Community Association shall also have all of the powers necessary to exercise all of the Community Association's rights and privileges, to perform all of its duties and obligations and to otherwise implement the purposes of the Community Association as set forth in the Community Declaration. The Community Association shall further have all of the powers necessary to provide for the common good, health, safety and general welfare of all of the Owners.

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Without limiting the generality of the foregoing and subject to the provisions contained in the following paragraph, the Community Association shall also have the powers and the obligation to perpetually own, operate, maintain, and replace, if necessary, the Surface Water Management System in accordance with any and all permits issued by the District, as described in the Community Declaration, and to take all actions necessary to comply with and enforce the conditions of any such permits.

Notwithstanding the foregoing, the powers and obligations set forth in the foregoing paragraph shall only be applicable if and to the extent the Community Association owns the Surface Water Management System in accordance with a permit issued by the District.

The foregoing statement of purposes shall be construed as a statement both of purpose and of powers, and such purposes and powers shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause or statement, but shall be broadly construed as independent purposes and powers.

Article III **MEMBERS**

3.01 **Membership.** The members of the Community Association shall consist solely of the Declarant, the Block Associations and the owners of Parcels not governed by a Block Association, and their respective successors and assigns.

3.02 **Assignment.** The share of a member in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Parcel or Lot for which that share is held.

3.03 **Voting.** The Community Association shall have three (3) classes of voting membership:

- (a) **Class A Members.** The Class A Members shall be the Owners, if any, of Parcels or Lots not governed by a Block Association, with the exception of the Declarant (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it is otherwise such an "Owner"). Each such Owner shall be entitled to cast one (1) vote for each Assessment Unit allocated to the Residential Parcel(s) or Lot(s) it owns and four (4) votes for each Assessment Unit allocated to the Commercial Parcel(s) or Lot(s) it owns. Notwithstanding the foregoing, any such Owner who is a Non-Declarant Party may be entitled to any greater number of votes, if any, that may be designated by the Declarant in any Supplemental Declaration adding such Parcels to the Properties.
- (b) **Class B Member.** The Class B Members shall be the Block Associations. Each Class B Member shall be entitled to cast one (1) vote for each Assessment Unit allocated to each Residential Parcel that it governs and four (4) votes for each Assessment Unit allocated to the Commercial Parcel(s) or Lot(s) it governs. The Class B Members shall only vote through a Voting Representative, who shall consist of the President of the

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applicable Block Association, or any other member thereof who may, from time to time be designated by the board of directors of any such association. In the event that the board of directors of any such association does not designate a Voting Representative, the President of such association shall perform the duties of the Voting Representative.

- (c) Class C Members. The Class C Voting Member shall be the Declarant, or a representative thereof, who shall have two (2) votes for each vote which may be cast, in the aggregate, by the Class A Members and the Class B Members. Such Class C Voting Member may be removed and replaced by the Declarant in its sole discretion. The Class C membership shall cease and terminate at such time as the Declarant elects, but in no event later than the time period set forth in Section 3.04 below.

All votes shall be exercised or cast in the manner provided by the Community Declaration and By-Laws.

3.04 Proviso. Unless the Class C Voting Member elects to terminate the Class C Membership sooner, the Class C Membership shall cease and terminate upon the later to occur of: three (3) months after ninety (90%) percent of the Parcels that will ultimately be operated by the Community Association (including the Future Development Property, except to the extent, if any, that Declarant has recorded a written certification relinquishing) have been conveyed to purchasers, other than affiliates of Declarant or any Non-Declarant Party, purchasers who are builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale. The Declarant is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business five percent (5%) of the Parcels that will be ultimately operated by the Community Association (including those which may be within the Future Development Property, unless Declarant has put of record a written certification relinquishing the right to submit the Future Development Property to the Properties).

The Developer may transfer control of the Community Association to Owners other than the Developer prior to such dates in its sole discretion by causing enough of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Community Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

3.05 General Matters. Unless otherwise specified, when reference is made herein, or in the Community Declaration, By-Laws, Rules and Regulations, management contracts or otherwise, to a "Required Percentage" of Members, such reference shall be deemed to be a reference to fifty-one percent (51%) of the votes of the Voting Members.

3.06 Meetings of Members. 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. A quorum for the transaction of business at any meeting of the Members shall exist if at least fifty-one percent (51%) of the total votes which may be cast by the Voting Members shall be represented at the meeting by the respective Members. Unless otherwise specifically

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required by law, references herein and in the Community Declaration, By-Laws and other documents administered by or binding on the Community Association shall be deemed to refer to meetings and votes of Members.

**Article IV
CORPORATE EXISTENCE**

The Community Association shall have perpetual existence.

**Article V
BOARD OF DIRECTORS**

5.01 Management by Directors. The property, business and affairs of the Community Association shall be managed by a Board, which shall initially consist of three (3) directors. Upon transfer of control of the Community Association to the Owners other than the Developer, the Board may be increased to consist of up to five (5) directors. A majority of the directors shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of directors, including annual meetings.

5.02 Original Board of Directors. The names and addresses of the first Board, who shall hold office until the first election and thereafter until qualified successors are duly elected and have taken office, shall be as follows:

<u>Name</u>	<u>Address</u>
Chris Cobb	2855 LEJEUNE ROAD, 4TH FLOOR CORAL GABLES, FLORIDA 33134
Ana Codina	2855 LEJEUNE ROAD, 4TH FLOOR CORAL GABLES, FLORIDA 33134
Roberto Pesant	2855 LEJEUNE ROAD, 4TH FLOOR CORAL GABLES, FLORIDA 33134

5.03 Appointment of Directors. The Directors shall be elected or appointed as follows:

- (a) The Declarant shall have the right to appoint all of the Directors of the Community Association until termination of the Class C Membership.
- (b) Upon termination of the Class C Membership, the Directors shall be appointed by the Members based on their voting interests, as set forth in Section 3.03 above.
- (c) After the Declarant relinquishes control of the Community Association, and to the fullest extent permitted under Applicable Law, the Declarant may also exercise the right to vote any Declarant-owned voting interests in the same manner as any other Voting Member, except for purposes of reacquiring control of the Community Association or selecting the majority of the Members of the Board.

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(d) For purposes of this section, the term "Voting Members other than the Declarant" shall include a Non-Declarant Party, regardless of whether it is an affiliate of the Declarant.

5.04 Appointment of Board of Directors. Unless otherwise provided in these Articles of Incorporation, directors elected or appointed by the Members shall be elected or appointed at the annual meeting of the Members as provided in the By-Laws. The By-Laws may provide for the method of voting for the election and for the removal from office of directors.

5.05 Duration of Office. Directors elected or appointed by the Members shall hold office until the next succeeding annual meeting of the Members and thereafter until qualified successors are duly elected or appointed and have taken office.

5.06 Vacancies. A director elected or appointed by the Declarant or any other Voting Member may only be removed by the Declarant, and any vacancy on the Board shall be filled by the Declarant or other Member that elected or appointed the resigning or removed director.

**Article VI
OFFICERS**

6.01 Officers Provided For. The Community Association shall have a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time elect. One person may hold more than one office, subject to the limitations set forth in the By-Laws.

6.02 Election and Appointment of Officers. The officers of the Community Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board annually for terms of one (1) year and thereafter until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election for the removal from office of officers, for the filling of vacancies and for the duties of the officers. The President shall be a director; other officers may or may not be directors of the Community Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board may elect or appoint an individual to fill such vacancy.

6.03 First Officers. The names and addresses of the first officers of the Community Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Name and Office</u>	<u>Address</u>
President: Chris Cobb	2865 LEJEUNE ROAD, 4TH FLOOR CORAL GABLES, FLORIDA 33134
Vice President: Ana Codina	2865 LEJEUNE ROAD, 4TH FLOOR CORAL GABLES, FLORIDA 33134
Secretary/Treasurer: Roberto Pesant	2865 LEJEUNE ROAD, 4TH FLOOR CORAL GABLES, FLORIDA 33134

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**Article VII
BY-LAWS**

The Board shall adopt By-Laws consistent with these Articles. Such By-Laws may be altered, amended, repealed or rescinded by the Members in the manner set forth in the By-Laws.

**Article VIII
AMENDMENTS**

8.01 Approval of Amendments. Amendments to these Articles shall be proposed and approved by the Board and thereafter submitted to a meeting of the Voting Members for adoption or rejection by affirmative vote of fifty-one percent (51%) of the votes of the Voting Members.

8.02 Declarant's Right to Amend. Anything to the contrary herein notwithstanding, during the period in which the Declarant is entitled to elect a majority of the Directors of the Community Association, the Declarant shall have the absolute right to amend these Articles without the consent of the Members of the Board, and no amendment to these Articles shall be made or shall be effective without the written consent and joinder of the Declarant, which consent the Declarant may withhold in its sole and exclusive discretion.

8.03 Notice. Notice of a proposed amendment shall be included in the notice of the meeting at which such amendment is to be considered. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

8.04 South Florida Water Management District (the "District"). Notwithstanding the foregoing and subject to the conditions set forth in the following paragraph, any amendment proposed to these Articles of Incorporation and/or the By-Laws or the Community Declaration which would affect the Surface Water Management System, if any, including any environmental conservation areas, shall be submitted to the District for review prior to finalization of the amendment. The District shall determine if the proposed amendment will require a modification of any permit issued by the District and if a modification is necessary, District shall advise the Master Association. If a permit modification is necessary, the modification must be approved by the District prior to the amendment of these Articles, the By-Laws, and/or the Declaration.

Notwithstanding the foregoing, the provisions set forth in the foregoing paragraph shall only be applicable if and to the extent the Community Association owns the Surface Water Management System in accordance with a permit issued by the District.

8.05 Conflicting Provisions. In case of any conflict between these Articles and the By-Laws, these Articles shall control and in case of any conflict between these Articles and the Community Declaration, the Community Declaration shall control.

**Article IX
INCORPORATOR**

The name and address of the Incorporator of the Community Association is:

ARTICLES OF INCORPORATION
COMMUNITY ASSOCIATION

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<u>Name</u>	<u>Address</u>
Howard J. Vogel	c/o Berman Rennert Vogel & Mandler, P.A. 100 S.E. Second Street, Suite 2900 Miami, Florida 33131-2130

Article X
INDEMNIFICATION

10.01 Right to Indemnification. The Community 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 by reason of the fact that he is or was a director, employee, officer, committee member, or agent of the Community 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 unless (a) It is determined by a court of competent jurisdiction, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Community 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 determines specifically that indemnification should be denied. 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 or did act in a manner which he believed to be not in or opposed to the best interest of the Community Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.02 Attorneys' Fees. To the extent that a director, officer, employee or agent of the Community Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 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 incurred by him in connection therewith.

10.03 Expenses. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Community Association in advance of the final disposition of such action, suit or proceeding through all available appeals upon receipt of an undertaking by or on behalf of the director, officer, committee member, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Community Association as authorized in this Article.

10.04 Non-exclusive. 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 or otherwise, and shall continue as to a person who has ceased to be director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such person.

10.05 Power to Purchase Insurance. The Community Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director,

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officer, committee member, employee or agent of the Community Association, or is or was serving at the request of the Community 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 Community Association would have the power to indemnify him against such liability under the provisions of this Article.

10.06 No Amendment. The provisions of this Article 10 shall not be amended.

Article XI
OFFICE

The principal office and mailing address of the Community Association shall be at 2855 South LeJeune Road, 4th Floor, Coral Gables, FL 33134, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Community Association shall be kept at its principal office or at such other place as may be permitted by Florida law.

Article XII
REGISTERED AGENT

Until changed, Registered Agents of Florida, LLC shall be the registered agent of the Community Association and the registered office shall be c/o Berman Rennert Vogel & Mandler, P.A., 100 Southeast Second Street, Suite 2900, Miami, Florida 33131-2130.

Article XIII
DISSOLUTION

Upon dissolution of the Community Association, all of its assets shall be conveyed to another non-profit corporation, unincorporated association or public agency, which shall, among other things, assume any and all obligations of the Community Association under the Community Declaration with respect to the Surface Water Management System.

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IN WITNESS WHEREOF, the said Incorporator has hereunto set his hand this 16 day of April, 2008.

Howard J. Vogel, Incorporator

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

The foregoing instrument was acknowledged before me on the 16 day of April, 2008, by Howard J. Vogel, who is personally known to me.

[Notary Seal]:



Ania Terekhova
Notary Public, State of Florida at Large
Print Name: Ania Terekhova
My Commission Expires: April 3, 2010

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

In compliance with Section 48.091, Florida Statutes, the following is submitted:

DOWNTOWN DORAL COMMUNITY ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Doral, State of Florida, has named Registered Agents of Florida, LLC, located at 100 Southeast Second Street, Suite 2900, Miami, FL 33131-2130, as its agent to accept service of process within Florida.

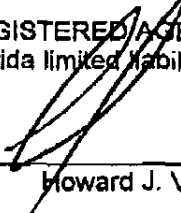


Howard J. Vogel, Incorporator

Dated: April 16, 2008

Having been named to accept service of process for the above stated 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.

REGISTERED AGENTS OF FLORIDA, LLC, a
Florida limited liability company

By: 

Howard J. Vogel, Vice President

Dated: April 16, 2008

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