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May 16, 2000

VIA FEDEX

Florida Department of State
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

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RE: Bergeron Park of Commerce and Industry – North Owner's Association, Inc.
Our File No. : 0623.19

Dear Sir/Madam:

Enclosed please find an original Article of Incorporation for the above-mentioned corporation. Also enclosed please find our check no. 4210 in the amount of \$78.75 to cover the cost of filing same. Please return a certified copy of the Articles in the enclosed self-addressed, postage paid envelope provided for your convenience.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


ALEIDA ORS WALDMAN

AOW/cbm

Enclosures
cc: Phil Saia

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00 JUN -2 AM 8:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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J. Burch JUN 5 2000



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

May 23, 2000

ALEIDA ORS WALDMAN, PA.
440 SOUTH ANDREWS AVE
FT LAUDERDALE, FL 33301

SUBJECT: BERGERON PARK OF COMMERCE AND INDUSTRY-NORTH
OWNER'S ASSOCIATION, INC.
Ref. Number: W00000013209

We have received your document for BERGERON PARK OF COMMERCE AND INDUSTRY-NORTH OWNER'S ASSOCIATION, INC. and your check(s) totaling \$78.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

The registered agent must sign accepting the designation.

Please return the original and one copy of your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 487-6928.

Tim Burch
Document Specialist

Letter Number: 600A00029084

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
BERGERON PARK OF COMMERCE AND INDUSTRY -NORTH
OWNER'S ASSOCIATION, INC.
(A Florida Corporation Not for Profit)

The following provisions are the Articles of Incorporation of Bergeron Park of Commerce and Industry - North Owner's Association, Inc., a Florida corporation not for profit ("Corporation").

ARTICLE I

DEFINITIONS

As used herein, the following terms have the following meaning:

- A. "Articles" shall mean these Articles of Incorporation of the "Association" (as hereinafter defined).
- B. "Association" shall mean Bergeron Park of Commerce and Industry -North Owner's Association, a Florida corporation not for profit, its successors an assigns.
- C. "Bergeron Park of Commerce and Industry - North Documents" shall mean, in the aggregate, the Declaration, these Articles, the Bylaws, the Guidelines, the rules and regulations, if any, promulgated by the Association and all of the instruments and documents referred to herein or therein.
- D. "Board" shall mean the Board of Directors of the Association, elected in accordance with the "Bylaws" (as hereinafter defined) of the Association.
- E. "Bylaws" shall mean the Bylaws of the Association.
- F. "Declarant" shall mean Bergeron Properties & Investment Corporation, a Florida corporation, its successors and assigns, but only if such successors and assigns should acquire any portion of the Property from Declarant for the purpose of development and resale and only if Declarant assigns its rights as Declarant hereunder to any such person

by an express written assignment.

G. "Declaration" shall mean the Declaration of Covenants, Restrictions and Easements for Bergeron Park of Commerce and Industry - North, and any amendments thereto.

H. "Member" shall mean any person or entity holding membership in the Association as provided herein.

I. "Owner" shall mean and refer to the person(s) or other legal entity(ies), including Declarant, holding fee simple interest of record to any Lot, including persons who have executed executory contracts of sale. Excluded are person(s) or entity(ies) having an interest in a Lot merely as security for the performance of an obligation.

All terms not defined herein shall have the meaning set forth in the Declaration.

ARTICLE II

NAME

The name of this Association shall be The Bergeron Park of Commerce and Industry - North Owner's Association whose present address is 19612 S.W. 69th Place, Fort Lauderdale, 33332.

ARTICLE III

PLAN FOR DEVELOPMENT AND PURPOSE OF ASSOCIATION

The purpose for which the Association has been formed is to administer, maintain, manage and operate the Association and to fulfill certain functions and carry out the covenants and enforce the provisions relative to the Association as set forth in the Bergeron Park of Commerce and Industry - North Documents.

ARTICLE IV

POWERS

The powers of the Association shall include and shall 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 terms of the Bergeron Park of Commerce and Industry - North Documents.

B. The Association shall have all of the powers reasonable necessary to implement its purposes, including, but not limited to, the following:

1. to make, establish and enforce the architectural, landscape and sign guidelines and the granting of variances thereto and reasonable rules and regulations governing the use of the Common Areas and Conservation Area;

2. to make, levy and collect assessments for the purpose of obtaining funds from the Members in accordance with the Declaration to pay for the Common Expenses of the Association, including the operational, managerial and administrative expenses of the Association and the costs of collection; and to use and expend the proceeds of assessment in the exercise of its powers and duties hereunder;

3. to maintain, operate, repair and replace the Common Areas and Conservation Area in accordance with the Bergeron Park of Commerce and Industry - North Documents;

4. to enforce, by legal means, the obligations of the Members of the Association and the provisions of the Bergeron Park of Commerce and Industry - North Documents;

5. to employ personnel, retain independent contractors and contract for professional personnel required to the management and operation of the Association's duties and enter into any other agreement consistent with the purposes of the Association;

6. to administer and carry out the obligations of the Association as set forth in the Declaration;

ARTICLE V

MEMBERS

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

A. The Membership of the Association shall be comprised of the Owners and Declarant, for so long as Declarant owns any portion of the Property.

B. Membership of Declarant is hereby established. Except as set forth above, Membership in the Association shall be established by the acquisition of fee simple title to a Lot within the Property as evidenced by the recording amongst the Public Records of Broward County, Florida, a deed or other instrument of conveyance and the delivery to the Association of a true copy of such instrument, whereupon the Membership in the Association of the prior owner of such Lot shall terminate as to such Lot.

C. Each and every Member shall be entitled to the benefits of Membership, and shall be bound to abide by the provisions of the Bergeron Park of Commerce and Industry - North Documents.

D. The Association shall have two classes of membership, Class "A" and Class "B" as follows: the Owners, including Declarant, comprising of Class "A"; and Declarant constituting Class "B" for so long as Declarant owns any portion of the Property.

E. With respect to voting, the following provisions shall prevail:

1. Either the class including the Membership as a whole (Class "A") shall vote or the class including only Declarant (Class "B") shall vote, which determination shall be made in accordance with Subparagraph E.2, immediately below. In any event, however, there shall only be one vote for each Lot owned by any Member. In any event, where a Lot is owned by more than one Owner a result of the fee interest in such Lot being held by more than one person, such Owners, collectively, shall be entitled to only one vote.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters relating to the election and removal of Directors shall be voted upon by the Membership as a whole and shall be determined by a vote of the majority of the Membership in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

(b) Matters pertaining to the amending of these Articles shall be determined by a vote of the Membership as provided in the Bergeron Park of Commerce and Industry - North Documents; provided, that any such determination shall also be presented for a vote of the Declarant's class (Class "B") and no such amendment shall be effective unless affirmatively approved by a majority of the votes of such class.

ARTICLE VI

TERM

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

ARTICLE VII

INCORPORATORS

The name and street address of the Incorporators to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Ronald M. Bergeron, Sr.	19612 S.W. 69th Place Fort Lauderdale, FL 33332
Frank Ness	19612 S.W. 69th Place Fort Lauderdale, FL 33332

ARTICLES VIII

OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurer as the Board shall, from time to time, determine. Such officers shall be elected annually by the Board at the first meeting of the Board following the Annual Members Meeting (as defined in the Bylaws); provided, however, such officers may be removed by such Board and other person may be elected by the Board as such officers. The President shall be elected from amongst the Membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the offices of President and a Vice President shall not be held by the same person, nor shall be offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS TO THE BOARD AND ARC MEMBERS

B. The names of the officers who are to serve until the first elections of officers by the Board are as follows:

President	<u>Ronald M. Bergeron, Sr.</u>
Vice-President	<u>Phil Saia</u>
Secretary	<u>Frank Ness</u>
Treasurer	<u>Frank Ness</u>

C. The names of the persons who are to serve as the Architectural Review Committee and advise the Board and who shall serve until the first appointment by the Board of such advisors are as follows:

1. Charles Lawrence
2. Lonnie N. Bergeron
3. Ronald M. Bergeron, Sr.
4. Phil Saia

The Board shall have the power, in its sole discretion, to appoint one or more persons to serve on the Architectural Review Committee and remove any or all of the person(s) who serve as the Architectural Review Committee, as well as the power to discontinue the use of such advisors.

ARTICLE X

BOARD OF DIRECTORS

A. The Board of Directors shall be composed of three (3) members on the first Board ("First Board") who are to serve until the Turnover Date as hereinafter defined. After the Turnover Date, the Membership may, by a majority vote, elect to increase the size of the Board.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

Ronald M. Bergeron, Sr.	19612 S.W. 69th Place Fort Lauderdale, FL 33332
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Phil Saia	19612 S.W. 69th Place Fort Lauderdale, FL 33332
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Frank Ness	19612 S.W. 69th Place Fort Lauderdale, FL 33332
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C. The First Board shall be the Board of the Association until the Turnover Date (as hereinafter defined). The Declarant shall have the right to appoint, designate and elect all of the Directors of the First Board. The Declarant has the right to substitute Directors of the First Board and to appoint replacements in the event a vacancy is created on the First Board. The Declarant shall relinquish its right to appoint Directors and cause the First Board to resign on the Turnover Date. Thereupon, the Declarant shall cause all of its appointed Directors to resign and the Members shall be entitled to elect Directors by a vote ("First Elected Board") at a meeting of the Members ("First Election Meeting"). One half of the total number of Directors elected at the First Election Meeting rounded to the nearest whole number shall be the number of Directors elected at the First Election

Meeting, who serve until the second Annual Meeting following the First Election Meeting and until their successors are duly elected and qualified. Such Directors shall be elected to a two year term at the Initial Election Meeting and will be the Directors receiving the most total votes. The remaining Directors elected at the First Election Meeting will serve until the First Annual Meeting following the First Election Meeting and until their successors are duly elected and qualified. Thereafter, at each Annual Meeting as many Directors shall be elected as there are terms of office of Directors expiring, and the term of each Director elected at subsequent Annual Meeting shall continue for two years following his election and until his successor is duly elected and qualified. Thereafter, at the Annual Members' Meeting in the month of January of each year, the Members shall designate Directors by a plurality vote. The term of each Director's service shall extend until the next Annual Members' Meeting and until its successor is duly elected and qualified, or until he is removed in the manner hereinafter provided.

After the Turnover Date, a Director may for any reason deemed to be in the best interests of the Owners, be removed from office upon the affirmative vote of Owners entitled to cast a majority of votes. A meeting of the Owners to so remove a Director shall be held upon the written request of ten percent (10%) of the Owners.

D. Turnover Date. The Turnover Date shall be the earlier to occur of either of the following events:

(a) Within ninety (90) days of the date Declarant no longer owns any portion of the Property; provided however, that in the event Declarant no longer owns any portion of the Property as a result of foreclosure or deeds in lieu of foreclosure with respect to any mortgages, then in such event, the Turnover Date shall be within Ninety (90) days of the date none of the mortgagees or their assigns own any portion of the Property; or

(b) When Declarant elects to relinquish control of the Board.

E. The Board shall control the operation of the Association and shall possess all of the powers of the Association. All decisions of the Board, except the amendment of these Articles, shall be by a majority vote of the Directors present at a meeting of the Board and each Director shall be entitled to one (1) vote.

ARTICLE XI

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including attorneys' fees at all trial and appellate levels reasonably incurred by or imposed upon him in connection with the proceeding, litigation or settlement 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 of the Association, whether or not he is a Director or officer at the time such expenses and/or liabilities are

incurred, except in such cases wherein 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 herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Director or officer may be entitled by common or statutory law.

ARTICLE XII

BYLAWS

Bylaws of the Association shall be adopted by the First Board, and thereafter may be altered, amended, or rescinded by the affirmative vote of a majority of the Board. In the event of any conflict between the provisions of the Articles, and the provisions of the Bylaws, the provisions of the Articles and the provisions of the Bylaws, the provisions of the Articles shall control.

ARTICLE XIII

AMENDMENTS

A. Amendment of the Articles.

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the Annual Members' Meeting or a Special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of Meetings of Members ("Required Notice").

3. At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon unless any Class of Members is entitled to vote thereon as a Class in which event the proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each Class entitled to vote thereon as a Class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

B. Alternatively, an amendment may be adopted by a written statement signed by all

Directors and all Members setting forth their intention that an amendment to the Article be adopted.

C. No proposal to amend these Articles shall be presented for a vote of the Members unless such proposal is first approved by the Board.

D. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in the Declaration.

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

F. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Declarant, including the right to designate and select Directors of the First Board as provided in Article X hereof, without the prior written consent thereto by Declarant; nor shall any amendment be made to these Articles which shall materially impair or prejudice the rights or priorities of any Institutional Mortgagee, without the prior written consent of such Institutional Mortgagee.

ARTICLE XIV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 19612 S.W. 69th Place, Fort Lauderdale, Florida 33332 and the registered agent of the Association at that address shall be Frank Ness.

ARTICLE XV

TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are Directors or officers, have a financial interest, shall be invalid, or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

ARTICLE XVI

DISSOLUTION

A. In the event of dissolution or final liquidation of the Association, both real and personal, of the Association shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, or dedicated to an appropriate public agency or utility, to be devoted as nearly as practicable to the same purpose as to which the Water Management System was required to be devoted by the Association.


B. In the event of dissolution or final liquidation of the Association, all of the assets of the Association remaining after provision for creditors and payment of all costs and expenses of such dissolution or liquidation shall be distributed in the following manner:


1. Remaining real property contributed to the Association without the receipt of other than nominal consideration by Declarant shall be returned to Declarant, unless Declarant refuses to accept the conveyance (in whole or in part).

2. Remaining assets shall be distributed among the Members, as tenants in common, each Member's share of the assets to be determined in accordance with the Member's voting rights.

3. The Association may be dissolved upon a resolution to that effect being recommended by two-thirds (2/3) of the members of the Board, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in the Florida Statutes or statute of similar import, and approved by two-thirds (2/3) of the voting rights of the Association's Members.

IN WITNESS WHEREOF, the President and Secretary of the Association have hereunto affixed their signatures this 8th day of May, 2000.


President: Ronald M. Bergeron, Sr.


Secretary: Frank Ness

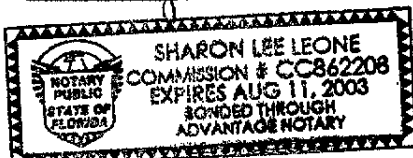
STATE OF FLORIDA }
 }
COUNTY OF BROWARD }

SS:

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared

Ronald M. Bergeron, Sr., and Frank Ness, to me known to be the persons described as the President and Secretary, respectively, of Bergeron Park of Commerce and Industry - North owner's Association, Inc., and who executed the foregoing Articles of Incorporation of said Association, and who acknowledged that they executed the foregoing instrument for the purposes therein set forth.

Witness my hand and official seal in the County and State named above the 8th
day of May, 2000.



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03/20/00 (3:55pm)F-lda

Sharon Lee Leone
Notary Public, State of Florida at Large
My Commission Expires:

PURSUANT TO THE PROVISIONS OF SECTION 617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/AGENT, IN THE STATE OF FLORIDA:

BERGERON PARK OF COMMERCE AND INDUSTRY-NORTH OWNER'S ASSOCIATION, INC. (BPOC-N), a corporation being organized under the laws of the State of Florida, designates as its registered office **19612 S.W. 69 Place, Ft. Lauderdale, FL 33332**, and has named **Frank E. Ness**, as its agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

Having been named registered agent and to accept service of process for **BERGERON PARK OF COMMERCE AND INDUSTRY-NORTH OWNER'S ASSOCIATION, INC. (BPOC-N)** at the place designated in this Certificate, I hereby accept the appointment and agree to act in such capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent. In compliance with Section 48.091, Florida Statutes, I agree to comply with the provisions of said Act with respect to keeping such office open.

By: *Frank E. Ness*
Frank E. Ness
REGISTERED AGENT

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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