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FLORIDA NON-PROFIT CORPORATION

Stadium Corners Owners Association, Inc.

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**ARTICLES OF INCORPORATION
OF
STADIUM CORNERS OWNERS ASSOCIATION, INC.**

The undersigned incorporator, by these Articles, forms a corporation not for profit pursuant to Chapter 617 of the laws of the State of Florida, and adopts the following Articles of Incorporation:

ARTICLE 1

NAME AND ADDRESS

The name of the corporation shall be STADIUM CORNERS OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws." The principal place of business and mailing address of the Association is 2121 Ponce De Leon Boulevard, PH2, Coral Gables, Florida 33134.

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity to manage and administer certain real property located in Miami-Dade County, Florida ("Property") more particularly described in, and to be governed by, a Declaration of Covenants and Restrictions for Stadium Corners ("Declaration") made by CNV, LLC ("Declarant") to be recorded in the Public Records of Miami-Dade County, Florida, and for such other purposes set forth in the Declaration.

The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or other Person.

ARTICLE 3

DEFINITIONS

The capitalized terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration, unless provided to the contrary in these Articles, or unless the context otherwise requires.

ARTICLE 4

POWERS

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

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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, the Declaration or the By-Laws.

4.2 Enumeration. In addition to, and not in limitation of, the powers described in Section 4.1, the Association shall have all of the powers and duties reasonably necessary to operate the Property and to exercise such powers, duties and obligations described in the Declaration as it may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against Owners, and to use the proceeds in the exercise of its powers and duties.
- (b) To acquire, buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Common Property, and other property acquired or leased by the Association for use by Owners.
- (d) To purchase insurance upon the Common Property and insurance for the protection of the Association, its officers, directors and Members as Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of Owners.
- (f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, and the Rules for the use of the Property.
- (g) To contract for the management of the Common Property to assist the Association in carrying out the powers and duties of the Association contained in these Articles or in the Declaration. In exercising this power, the Association may contract with affiliates of itself and/or Declarant.
- (h) To employ personnel to perform the services required for the proper operation of the Common Property.
- (i) To execute all documents or consents, on behalf of the Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats; waivers of plat, unities of title, covenants in lieu thereof), and in that regard, each Owner, by acceptance of the deed to such Owner's Lot, appoints and designates the Board of Directors as such Owner's agent and attorney-in-fact to execute, any and all such documents or consents.

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4.3 Property. 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 Declaration, these Articles and the By-Laws.

4.4 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers and upon dissolution all assets of the Association shall be transferred only to another non profit corporation or public agency.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of these Articles and of the Declaration and the By-Laws. The Association is not, and shall not act as, a condominium association pursuant to Chapter 718 of Florida Statutes.

ARTICLE 5

MEMBERS

5.1 Membership. The members of the Association shall consist of all of the record Owners from time to time of fee title to Lots on the Property.

5.2 Classes of Membership. The Association shall have two classes of Members:

- (a) **Class A.** The Class A Members shall consist of all Owners of Lots subject to the Declaration, except the Class B Member.
- (b) **Class B.** The Class B Member is the Declarant.

5.3 Votes per Lot. Class A Members shall be entitled to one membership interest and one vote for each Lot owned. When more than one Person holds title to a Lot, all such Persons shall be Members, and the vote associated with such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. Notwithstanding anything in these Articles, the Declaration or the By-Laws to the contrary, the voting rights of the Class A Members prior to the expiration of the Class B Control Period shall be limited to voting on amendments to the Declaration (requiring approval of Members), these Articles or the By-Laws. During the Class B Control Period Class A Members shall have no other voting rights and all voting rights shall be exercised by the Class B Member. The Class B Member shall be entitled to the sole voting rights during the Class B Control Period except with respect to amendments to these Articles, the Declaration and the By-Laws for which it shall be entitled to 2 votes for each acre (or portion of an acre) of the Property owned. Following expiration of the Class B Control Period, Declarant shall be entitled to one vote for each Lot owned.

5.4 Class B Membership Interest. Class B membership shall cease from and after the date Declarant ceases to have any ownership interest in the Property. The period from the recording of the Declaration to the first occurring of the following events is referred to as the "Class B Control Period":

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- (a) Three months after 90% of all the acreage comprising the Property, as same may be amended from time to time, has been conveyed by Declarant to Owners other than Declarant;
- (b) December 31, 2006; or
- (c) Such date, if any, as is specified by Declarant in a written instrument, duly executed by Declarant in recordable form, for termination of the Class B Control Period as Declarant may determine in its sole discretion.

5.5 Multiple Ownership.

(a) If there is more than one Member with respect to a Lot as a result of the fee interest in the Lot being held by more than one Person, such Members collectively shall be entitled to only one vote. The vote of Owners of a Lot owned by more than one Person shall be cast by the person ("Voting Member") named in a certificate signed by all of Owners of the Lot, or, if appropriate, by properly designated officers, partners or principals of the legal entity owning such Lot, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such certificate is not filed with the Secretary of the Association, the vote for such Lot shall not be considered.

(b) Notwithstanding the provisions of Section 5.5(a), whenever any Lot is owned by a husband and wife, they may, but shall not be required to, designate a Voting Member.

5.6 Meetings of Members. The By-Laws shall provide for an annual meeting of Members, make provision for regular and special meetings of Members other than the annual meeting and set the quorum requirements for meetings of the Members.

5.7 No Transfer or Hypothecation. No Member may assign, hypothecate or transfer in any manner the Member's membership in the Association except as an appurtenance to his Lot.

5.8 Loss of Membership. Any Member who conveys or loses title to a Lot by sale, gift, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

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ARTICLE 7

INCORPORATOR

The name and address of the incorporator of the Association is as follows:

NAME	ADDRESS
Mr. Jorge Lopez	2121 Ponce De Leon Boulevard PH 2 Coral Gables, Florida 33134

ARTICLE 8

DIRECTORS

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than 3 directors. Directors need not be Members of the Association or Owners.

8.2 Duties and Powers. All of the duties and powers of the Association existing under 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 Owners when such approval is specifically required.

8.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of Members in the manner determined by and subject to the qualifications set forth in 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.

8.4 Term of Declarant's Directors. During the Class B Control Period, Declarant shall appoint the members of the Board of Directors and their replacements who shall hold office for the periods described in the By-Laws. Any Director appointed by Declarant may be removed by Declarant at any time without cause.

8.5 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, as provided in the By-Laws, are as follows:

NAME	ADDRESS
Jorge Lopez	2121 Ponce De Leon Boulevard PH 2 Coral Gables, Florida 33134

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Stuart Meyers 2121 Ponce De Leon Boulevard
PH 2
Coral Gables, Florida 33134

Joseph Wieselberg 9655 S. Dixie Highway
Suite 200
Miami, Florida 33156

8.6 **Standards of Conduct.** A Director shall discharge his duties as a director, including any duties as a member of a Committee, in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within such person's professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

ARTICLE 9

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors 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 officers who shall serve until their successors are designated by the Board of Directors are as follows:

- President: Jorge Lopez
- Vice President, Assistant Secretary and Treasurer: Stuart Meyers
- Secretary: Joseph Wieselberg

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ARTICLE 10**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 (collectively "Action"), by reason of the fact that he or she is or was a director, employee, officer or agent of the Association (collectively "Association Person"), against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the Association Person in connection with such Action, if the Association Person acted in good faith and in a manner the Association Person 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 reason to believe the Association Person's conduct was unlawful. The Association shall not, however, indemnify any Association Person as to matters to which the Association Person shall be finally adjudged in any such Action to be liable for gross negligence or gross misconduct in the performance of the Association Person's duty. The termination of any Action by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption of gross negligence or gross misconduct. The foregoing right of indemnification shall be in addition to any other rights to which an Association Person may be entitled as a matter of law or otherwise:

10.2 **Expenses.** To the extent that an Association Person has been successful on the merits or otherwise in defense of any Action, or in defense of any claim, issue or matter such Action, the Association Person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred in such Action.

10.3 **Approval.** Any indemnification under Section 10.1 (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 Association Person is proper under the circumstances because the Association Person has met the applicable standard of conduct set forth in Section 10.1. 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, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the Members.

10.4 **Advances.** Expenses incurred in defending an Action may be paid by the Association in advance of the final disposition of such Action, as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the Association Person to repay such amount unless it shall ultimately be determined that the Association Person is entitled to be indemnified by the Association as authorized in this Article 10.

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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, and shall continue as to a person who has ceased to be a Association Person and shall inure to the benefit of the heirs and personal representatives of such person.

10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was an Association Person 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 or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.

10.7 Director's Appointed by Declarant. Any Director appointed by Declarant shall not entitled to indemnification under this Article 10 if same would violate then applicable law.

ARTICLE 11

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, Members and Declarant in the manner provided in the By-Laws and the Declaration.

ARTICLE 12

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 the 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 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, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) by not less than a majority of the votes of all of the Members represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the Board of Directors; or

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- (b) by not less than 80% of the votes of all of the Members represented at a meeting at which a quorum has been attained; or
- (c) by not less than 100% of the Board of Directors.

12.3 Limitation. No amendment shall make any changes in: the qualifications of membership; the voting rights or property rights of Members; or Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all Members and the joinder of all record owners of mortgages upon Lots; or this Section 12.3. No amendment shall be made that is in conflict with the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options provided in favor of or reserved to Declarant and the Class B Member (or an affiliate thereof), unless Declarant and the Class B Member shall join in execution of the amendment. No amendment to these Articles shall be made which adversely affects the rights of Institutional Mortgagees without the prior written consent of a majority of holders of mortgages on the Property held by Institutional Mortgagees.

12.4 Declarant. Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected solely by Declarant.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of the County.

ARTICLE 13

RELEASE OF CERTAIN DIRECTORS AND OFFICERS

Upon the resignation of a Director who was on the original Board of Directors, or a Director elected during the Class B Control Period, or upon the resignation of an officer who was one of the original officers as designated in these Articles, or an officer of the Association elected during the Class B Control Period, such resignation shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions which the Association or Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Association or Members subsequently can, shall or may have against such officer or Director for, upon or by reason of, any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

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ARTICLE 14

OFFICE; REGISTERED AGENT

The initial registered office, principal office and mailing address of the Association shall be 2121 Ponce De Leon Boulevard PH 2 Coral Gables, Florida 33134, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Jorge Lopez.

IN WITNESS WHEREOF, the subscribers have affixed his signature the 18 of May, 2001.



Jorge Lopez
Incorporator

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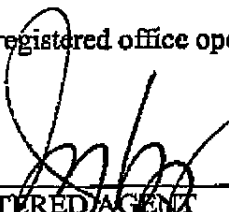
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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

First -- That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at 2121 Ponce De Leon Boulevard PH 2 Coral Gables, Florida 33134, the corporation named in the said articles has named Jorge Lopez located at 2121 Ponce De Leon Boulevard PH 2 Coral Gables, Florida 33134, County of Miami-Dade, State of Florida, as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.



REGISTERED AGENT
Jorge Lopez

DATED this 18 day of May, 2001

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