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**FLORIDA NON-PROFIT CORPORATION**  
**DORAL COMMERCE PARK ASSOCIATION, INC.**

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**ARTICLES OF INCORPORATION  
OF  
DORAL COMMERCE PARK ASSOCIATION, INC.  
(A NONPROFIT FLORIDA CORPORATION)**

**ARTICLE I  
PRINCIPAL OFFICE, TERMINOLOGY**

A. The name of this corporation shall be DORAL COMMERCE PARK ASSOCIATION, INC., and shall subsequently be referred to as the "Association."

B. The mailing address of the Association's initial principal office is 8725 N.W. 18th Terrace, Suite 204, Miami, Florida 33172.

C. All terms used in these Articles of Incorporation which are defined in the Declaration of Covenants, Restrictions and Easements of Doral Commerce Park recorded or to be recorded in the Public Records of Miami-Dade County, Florida (said declaration as may be amended from time to time is hereinafter referred to as the "Declaration") shall have the same meaning as used in the Declaration.

**ARTICLE II  
PURPOSES**

The purposes for which the corporation is organized are as follows:

A. To promote the health, safety and social welfare of the Owners of Property within that area referred to as Doral Commerce Park in the Declaration recorded or to be recorded in the Public Records of Miami-Dade County, Florida.

B. To own and to maintain, to repair and to replace the Association Property in and/or benefitting Doral Commerce Park for which the obligation to maintain and repair has been delegated and accepted.

C. To control the specifications, architecture, design, appearance, elevation and location of landscaping around all buildings and improvements of any type including walls, fences, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Doral Commerce Park, as well as the alteration, improvement, addition and/or change thereto.

D. To provide such other services, the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto, in Doral Commerce Park.

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E. To provide, purchase, acquire, replace, improve, maintain and/or repair such real property, buildings, structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Members of the Association, as the Board in its discretion determines necessary, appropriate, and/or convenient.

F. To operate without profit for the sole and exclusive benefit of the Members.

G. To perform all of the functions contemplated of the Association, and undertaken by the Board in the Declaration.

H. To hold funds solely and exclusively for the benefit of the Members for purposes set forth in these Articles of Incorporation.

I. To promulgate and to enforce the Declaration and all other rules, regulations, By-Laws, covenants, restrictions and agreements which may be adopted by the Association to effectuate the purposes for which the Association is organized.

J. To delegate power or powers where such is deemed in the interest of the Association.

K. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interests in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

L. To fix assessments to be levied against the Property to defray the expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize the Board, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

M. To charge recipients for services rendered by the Association and the user for use of Association property which such is deemed appropriate by the Board.

N. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

O. To merge with any other association which may perform similar functions, located within the same general vicinity of the real property subject to the Declaration.

P. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, except as prohibited herein.

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**ARTICLE III  
MEMBERS**

Every person or entity who is an Owner of a Lot, Unit or other Property in Doral Commerce Park, including the Declarant, at all times as long as such person or entity owns all or any part of the Lot, Unit or other Property, shall be a Member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation, shall not be a Member. When one or more persons or entities jointly hold title to any Lot, Unit or other part of the Property, all such persons or entities shall be Members, but voting power is limited under Article X hereunder. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot, Unit or other Property.

**ARTICLE IV  
TERM**

The Association shall have perpetual existence.

**ARTICLE V  
SUBSCRIBER**

The name and address of the subscriber of these Articles of Incorporation is Paul Douglas, 8725 N.W. 18th Terrace, Suite 204, Miami, Florida 33172.

**ARTICLE VI  
OFFICERS**

The officers of the Association shall be a President, a Vice President and a Secretary/Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 2004 and until their successors are duly elected and qualified are:

President	Paul Douglas
Vice President, Secretary and Treasurer	Robert Cambo

**ARTICLE VII  
BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of three (3) Directors. So long as Declarant shall have the right to appoint a majority of the Board of Directors, Directors need not be members of the Association and need not be residents

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of the State of Florida; thereafter, all Directors shall be members of the Association and residents of the State of Florida. There shall be two (2) directors appointed by the Declarant so long as the Declarant has the right to appoint a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election of the Board of Directors, the term of office of the elected Director receiving the highest plurality of votes shall be established at one (1) year. In addition, the Declarant shall select one (1) Director to serve for terms of two (2) years and one (1) Director to serve for a term of one (1) year.

Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the terms of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. In no event can a Board member appointed by the Declarant be removed except by action of the Declarant. Any Director appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed, at any time by the Declarant.

B. The names and addresses of the members of the first Board who shall hold office until the annual meeting of the Members to be held in the year 2004 and until their successors are elected or appointed and have qualified, are as follows:

- |               |   |
|---------------|---|
| Paul Douglas  | 8725 N.W. 18th Terrace, Suite 204,<br>Miami, Florida 33172      |
| Robert Cambo  | 2977 McFarlane Road, Suite 303,<br>Coconut Grove, Florida 33133 |
| Nancy Douglas | 8725 N.W. 18th Terrace, Suite 204,<br>Miami, Florida 33172      |

**ARTICLE VIII  
BY-LAWS**

The By-Laws of the Association shall be adopted by the Board and may be amended, altered or rescinded by a majority vote of the Board prior to the relinquishment of control of the Board by the Declarant. Thereafter, the By-Laws shall be amended, altered or rescinded by a three-fourths (3/4) vote of the Members of the Association in the manner provided by the By-Laws.

**ARTICLE IX  
AMENDMENT**

Prior to the relinquishment of control of the Board by the Declarant, these Articles

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may be amended by a majority vote of the Board. Thereafter, amendment may be proposed by any Member or Director and may be adopted by the affirmative vote of at least sixty (60%) percent of the Members of the Association at the annual meeting of Members or at a special meeting of Members; provided, however, that in either instance, notice of the proposed amendment has been given without notice of the meeting and provided further that such amendment has first been approved by not less than a majority vote of the Board. No amendment affecting the Declarant shall be effective without the prior written consent of the Declarant.

#### ARTICLE X CLASSES

The Association shall have two (2) classes of Members:

A. Class A Members shall be all Owners who are Members of the Association, with the exception of the Declarant.

B. The Class B Member shall be the Declarant. The Class B membership shall cease and be converted to Class A membership on the first to occur of the following events: (i) three months after ninety (90%) percent of the Property in Doral Commerce Park that will ultimately be operated by the Association have been conveyed to Class A Members; or (ii) when the Declarant records a notice in the Public Records of the County expressly terminating its Class B membership. From and after the happening of these events, whichever occurs first, the Class B Members shall be deemed Class A Members entitled to the votes specified in this Article X.

#### ARTICLE XI VOTING AND ASSESSMENTS

A. Subject to the restrictions and limitations hereinafter set forth, the Class A Members shall be entitled to vote as follows. The Owner of each Lot shall be entitled to one (1) vote. In the event a Lot is submitted to condominium form of ownership or if there is more than one (1) Owner of fee simple interest of record of any Lot ("Co-owners"), the vote(s) to which such Lot is entitled shall be exercised, if at all, as a unit. If the Co-owners are required to be members of a condominium association, the board of directors of the condominium association shall name a voting representative (the "Voting Member") who shall be entitled to cast all votes attributable to the condominium association. If the Co-owners are not required to be members of a condominium association, then the Co-owners shall name a Voting Member in a proxy signed by all Co-owners of such Lot, or if appropriate, signed by the properly designated officers, partners or principals of the respective legal entity (the "Proxy") and shall file such proxy with the Secretary of the Association prior to the meeting at which the vote(s) is to be exercised. In the event the Proxy is not properly filed or if such designation revoked by the filing of a statement with the Secretary of the Association by any Co-owner which evidences such intent, the vote(s) associated with such Lot may not be exercised until such time as a new Proxy is properly filed with the Secretary of the Association pursuant hereto. The Association must receive the written termination of the Proxy prior to the meeting at which the vote will be exercised by the Voting Member or it shall be conclusively

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presumed that the Voting Member is acting with the consent of the Co-owners. Notwithstanding the foregoing, all Co-owners shall be members of the Association and may attend any meeting of the Association. Any lawful action taken by the Association in accordance with the voting percentages set forth in this Declaration shall be binding on all Owners, their successors and assigns.

B. The Class B Member(s) shall have three (3) votes for every vote of the Class A Members.

C. The Association will obtain funds with which to operate by assessment of its Members in accordance with the provisions of the Declaration as supplemented by the provisions of the Articles and By-Laws relating thereto.

ARTICLE XII  
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his/her capacity of Director or officer of the Association, or in his/her capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he/she served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he/she had reasonable grounds for belief that such action was unlawful.

2. By or in the right of the Association to procure a judgment in its favor by reason of his/her being or having been a Director or officer of the Association, or by reason of his/her being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he/she served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily

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incurred by him/her in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fully and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he/she reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he/she had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XIII  
TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

A. No contract or transaction between the Association and one (1) or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Directors or officers are directors or officers or have a financial interest, shall be invalid, void 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/her 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/she is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction

ARTICLE XIV  
DISSOLUTION OF THE ASSOCIATION

A. Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:



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1. Any portion of the Association Property which constitutes a surface water management system shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any Member vested in such Member under any recorded instrument unless made in accordance with the provisions of such instrument.

2. The remaining real property contributed to the Association without the receipt of other than nominal consideration by Declarant (or its predecessor in interest), shall be returned to Declarant unless it refuses to accept the conveyance (in whole or in part).

3. Remaining assets shall be distributed among the Members, subject to the limitations set forth below, as tenants in common, each Member's share of the assets to be determined in accordance with such Member's voting rights.

B. The Association may be dissolved upon a resolution to the effect being recommended by three fourths (3/4) of the Board, and, if such decree be necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Section 617.05 of the Florida Statutes or statute of similar import, and approved by two thirds (2/3) of the voting rights of the Association's Members.

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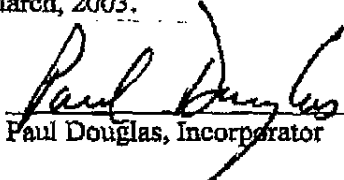
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ARTICLE XV  
REGISTERED AGENT

The name of the registered agent and place for service of process shall be Paul Douglas, whose address is 8725 N.W. 18th Terrace, Suite 204, Miami, Florida 33172.

Executed this 17 day of March, 2003.

  
\_\_\_\_\_  
Paul Douglas, Incorporator

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STATE OF FLORIDA )

ss.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 17 day of March, 2003 by Paul Douglas, who is personally known to me or produced as identification



JoAnn LeMieux  
My Commission DD006187  
Expires March 04, 2005

*JoAnn LeMieux*

Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission no., if any: \_\_\_\_\_

My Commission Expires:

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**ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, 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.

  
\_\_\_\_\_  
Paul Douglas  
REGISTERED AGENT

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