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FLORIDA PROFIT/NON PROFIT CORPORATION

VALENCIA AT DORAL MASTER ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
VALENCIA AT DORAL MASTER ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDAARTICLES OF INCORPORATION
FOR

VALENCIA AT DORAL MASTER ASSOCIATION, INC.

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby adopt the following Articles of Incorporation (these "Articles").

1. Name. The name of the corporation shall be Valencia at Doral Master Association, Inc. (the "Association").
2. Principal Office. The principal office of Association is 730 N.W. 107th Avenue, 4th Floor, Miami, Florida 33172.
3. Registered Office - Registered Agent. The street address of the Registered Office of Association is c/o Duane Morris, LLP; 200 South Biscayne Boulevard; Suite 3400; Miami, Florida 33131. The name of the Registered Agent of Association is:

PATRICIA KIMBALL FLETCHER, P.A.

4. Definitions. A declaration entitled Declaration for Valencia at Doral (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a community to be known as Valencia at Doral (the "Community"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of Association. Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its Members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1. To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and the Community.

7.3. To operate and maintain the Surface Water Management System as required by the Permit and Declaration, including the lake and mitigation areas, if applicable.

7.4. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

7.5. To pay all Operating Costs including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of Association and establish Reserves for deferred maintenance or capital expenditures.

7.6. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration.

7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

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7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of, the Community to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Community, the Common Areas and Units as provided in the Declaration and to effectuate all of the purposes for which Association is organized.

7.11. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

7.12. To employ personnel and retain independent contractors to contract for management of Association, the Community and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.13. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and the Community as provided in the Declaration, such as, but not limited to, maintenance, garbage pickup, and utility services. To establish committees and delegate certain of its functions to those committees.

7.14. To provide any and all supplemental municipal services as may be necessary or proper.

7.15. To pay utility bills for utilities serving the Common Areas or other property.

8. Term of Existence. Association shall have perpetual existence.

9. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of Association shall be managed by a Board of not less than three (3) nor more than five (5) members. The initial number of directors shall be three (3). Board members shall be appointed as stated in the By-Laws. The appointment of Directors shall be held at the annual meeting. Directors shall be appointed for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed, or until removed, are as follows:

NAME	ADDRESS
Mercedes Henderson	730 N.W. 107th Avenue Fourth Floor Miami, Florida 33172
Sylvia Sierra	730 N.W. 107th Avenue Fourth Floor Miami, Florida 33172
Miguel Avila	730 N.W. 107th Avenue Fourth Floor Miami, Florida 33172

11. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

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President: Mercedes Henderson
730 N.W. 107th Avenue
Fourth Floor
Miami, Florida 33172

Vice President: Sylvia Sierra
730 N.W. 107th Avenue
Fourth Floor
Miami, Florida 33172

Secretary/
Treasurer: Miguel Avila
730 N.W. 107th Avenue
Fourth Floor
Miami, Florida 33172

12. Incorporator. The name and address of the Incorporator is as follows:

Patricia Kimball Fletcher, Esq.,
Patricia Kimball Fletcher, P.A.
Duane, Morris LLP
200 South Biscayne Boulevard, Suite 3400
Miami, Florida 33131

13. Indemnification.

13.1. Indemnity. 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, or agent of Association, against expenses (including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

13.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

13.3. Effect of Termination of Action. 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 and in a manner which he reasonably believed to be in or not opposed to the best interest of Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

13.4. Expenses. To the extent that a director, officer, employee or agent of Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 13.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals) actually and reasonably incurred by him in connection therewith.

13.5. Approval. Any indemnification under Section 13.1 above (unless ordered by a court) shall be made by Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 13.1

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above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, 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 voting interests of the Owners.

13.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by Association as authorized in this Article 13.

13.7. 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 the By-Laws, agreement, vote of Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

14. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

15. Amendments.

15.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

15.2. Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

15.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members of Association at which there is a quorum.

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16. Limitations.

16.1. Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

16.2. Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

16.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

17. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any Member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of the 19 day of January, 2006.

Patricia K Fletcher
PATRICIA KIMBALL FLETCHER, as
President of Patricia Kimball Fletcher, P.A.

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

) SS.:

The foregoing instrument was acknowledged before me this 19th day of January, 2006 by PATRICIA KIMBALL FLETCHER as President of Patricia Kimball Fletcher, P.A., who is personally known to me.

My commission expires:



Maxine C. Papy
NOTARY PUBLIC,
State of Florida at Large
Print Name: maxine C. Papy

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ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 19th day of January, 2006.

PATRICIA KIMBALL FLETCHER, P.A.

By: Patricia K Fletcher
Patricia Kimball Fletcher, President

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