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**ARTICLES OF INCORPORATION  
OF  
MEDLEY OFFICE WAREHOUSE CONDOMINIUMS ASSOCIATION, INC.  
(A Florida Not For Profit Corporation)**

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, I, the undersigned hereby incorporate this corporation not for profit for the purposes and the power hereinafter set forth and, to that end, I do, by these Articles of Incorporation, certify as follows:

**ARTICLE I  
DEFINITIONS**

Capitalized terms used and not otherwise defined in these Articles shall have the means ascribed to such terms in that certain Declaration of Condominium for MEDLEY OFFICE WAREHOUSE CONDOMINIUMS ("Declaration") to be recorded in the Public Records of Miami-Dade County, Florida.

**ARTICLE II  
NAME**

The name of this corporation shall be the MEDLEY OFFICE WAREHOUSE CONDOMINIUMS ASSOCIATION, INC., a Florida not-for-profit corporation. For convenience, the corporation shall herein be referred to as the Association, whose present address is 8450 NW 93 St., Miami, FL 33166.

**ARTICLE III  
PURPOSE**

The purpose for which the Association is organized is to operate and maintain certain portions of the Property in accordance with the terms, provisions and conditions contained in the Declaration and to carry out the covenants and enforce the provisions relative to the Association as set forth in the Declaration and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association.

**ARTICLE IV  
POWERS**

The powers of the Association shall include and 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 Declaration or Bylaws.
- B. The Association shall have all of the powers to be granted to the Association in the Declaration. All provisions of the Declaration and Bylaws are incorporated

into these Articles for the purpose of establishing the Association's power necessary for it to act as contemplated by the Declaration.

C. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to the following:

1. To do any acts required or contemplated by it under the Declaration;
2. To enforce reasonable rules and regulations governing the use of the Property or any portions thereof;
3. To make, levy and collect assessments for the purpose of obtaining funds for the payment of Association expenses in the manner provided in the Declaration, and to use and expend the proceeds of such assessments in the exercise of its powers and duties hereunder;
4. To maintain, repair, replace and operate the Association Property in accordance with the Declaration;
5. To enforce by legal means the obligations of the membership of the Association and the provisions of the Declaration;
6. To employ personnel, retain independent contractors and professional personnel and enter into service and management contracts to provide for the maintenance, operation, management and administration of the Association Property and to enter into any other agreements consistent with the purposes of the Association;
7. To enter into the Declaration and any amendments thereto and instruments referred to therein; and
8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Association Property in a neat, clean, orderly and safe condition.

#### ARTICLE V MEMBERS AND VOTING

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

- A. The membership of the Association shall be comprised of the Owners.

- B. Developer shall be a Member of the Association until it no longer owns any portion of the Property. Membership of Owners other than Developer shall be established as follows:
1. Every individual or entity who is a record Owner of a Building Unit other than Developer shall become a Member effective upon and as of the date such individual or entity takes title to a Building Unit.
- C. The Association shall have two (2) classes of voting membership ("Class Members")
1. "Class A Members" shall be all Members, with the exception of Developer, and shall be entitled to vote as set forth in the Declaration.
  2. "Class B Members" shall be Developer and any single successor or assign of the Developer which takes title to any part of the Property for the purpose of development and sale, and which is designated as such in a recorded instrument executed by Developer. The Class B Member shall be entitled to three times the votes of each Member plus one. Class B membership shall cease and be converted to Class A membership upon the earliest to occur of the following events ("Transfer Date"):
    - i. At such time as Developer, in its discretion, shall designate in writing to the Association; or
    - ii. When Developer shall no longer own any interest in the Property.
- D. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Building Units and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members.
- E. No Member may assign, hypothecate or transfer in any manner its membership in the association except as appurtenance to its Building Unit.
- F. Any Member who conveys or loses title to a Building Unit by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Building Unit and shall lose all rights and privileges of a Member resulting from ownership of such Building Unit.
- G. In any situation where a Member is entitled personally to exercise the votes for its Building Unit and when more than one individual or entity holds the interest in any Building Unit required for membership, the votes for such Building Unit shall be exercised as those Persons themselves determine and advise the Secretary of the Association prior to any meetings. In the absence of such advice, the Building

Unit's vote shall be suspended or in the event more than one individuals or entity seeks to exercise it. Any Owner of a Building Unit which is leased may, in the lease or other written instrument, assign the voting rights appurtenant to that Building Unit to the lessee, providing that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting.

- B. A quorum of Members shall be attained by the presence either in person or by proxy, of persons entitled to cast one-third (33 1/3%) of the votes of Members.

#### ARTICLE VI TERM

The term for which the Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar owners' association or a public agency having a similar purpose, or any Member may petition the applicable Circuit Court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved corporation and its properties in the place and stead of the dissolved corporation and to make such provisions as may be necessary for the continued management of the affairs of the dissolved corporation and its properties.

#### ARTICLE VII INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Miguel Valdes, with an address of 11244 S.W. 133<sup>rd</sup> Terrace, Miami, FL 33176.

#### ARTICLE VIII OFFICERS

A. The affairs of the Association shall be managed by the President of the Association, assisted by one or more of the Vice President(s), Secretary and the Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directors of the Board.

B. The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officers 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 the office of President and Secretary or Assistant Secretary be held by the same person.

#### ARTICLE IX FIRST OFFICERS

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

President	Miguel Valdes
Vice-President	Selfa Perez
Treasurer/Secretary	Lisa Valdes

#### ARTICLE X BOARD OF DIRECTORS

A. There shall be three (3) members of the first Board ("First Board") who are to serve until the Transfer Date. The number of members of the Board subsequent to the First Board shall be determined by the Board from time to time, but shall not be less than three (3) Directors. Except for Developer-appointed Directors, Directors must be selected from amongst the Members.

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

<u>Name</u>	<u>Address</u>
Miguel Valdes	11244 SW 133 <sup>rd</sup> Terrace Miami, FL 33176
Selfa Perez	7564 SW 122 Pl. Miami, FL 33185
Lisa Valdes	11244 SW 133 <sup>rd</sup> Terrace Miami, FL 33176

Developer reserves the right to remove members of the First Board and to appoint replacements in the event a vacancy is created on the First Board.

C. The First Board shall be the Board of the Association until the Transfer Date. Upon the Transfer Date, Developer shall cause all of the members of the First Board to resign, whereupon the Members shall elect Directors. Notwithstanding the resignation of the First Board upon the Transfer date as provided herein, so long as Developer continues to own any interest within the Property, Developer shall be entitled (but not required) to appoint one (1) Director. After the Transfer Date, the Board so selected pursuant to this Paragraph C (including the one Director selected by Developer, if any) shall serve a term of one year and until the annual meeting of the Member following the expiration of the one-year term whereupon a new Board shall be elected in the manner provided herein and as set forth in the Bylaws. Vacancies on the Board shall be filled in accordance with the Bylaws.

ARTICLE XI  
INDEMNIFICATION AND LIMITED LIABILITY

A. Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon by him or her in connection with any proceeding, litigation or settlement in which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, whether or not he or she is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her 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 rights to which such Director or officer may be entitled by common or statutory law.

B. The Association, the Board of Director, Developer and any member, agent or employee of any to the same, shall not be liable to any person for any action or for any failure to act, except to the extent such action or failure to act is found by a court of competent jurisdiction in a non-appealable judgment to have been the result of willful misconduct or gross misconduct.

ARTICLE XII  
AMENDMENTS

A. These Articles may be amended only as follows:

- (a) 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 either be the Annual Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.
- (b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member with the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.
- (c) At such meeting a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving: (i) the affirmative vote of the Members entitled to cast a majority of the votes of the Members of the Association; and (ii) the affirmative vote of a majority of the members of the Board.
- (d) An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members of the Association and all members of the

Board setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration or any amendments or Supplements thereto.

C. A copy of each amendment shall be filed with and certified by the Secretary of State of the State of Florida After the Declaration is recorded, a certified copy of each amendment shall be recorded amongst the Public Records of the County.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select members of the Board as provided in Article X hereof, without the prior written consent thereto by Developer, or (ii) any Institutional Lender (as defined in the Declaration) without the prior written consent of such Institutional Lender.

#### ARTICLE XIII REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 8450 NW 93 St., Miami, FL 33166, and the initial registered agent for the Association at that address shall be Miguel Valdes.

IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature, this  
3<sup>rd</sup> day of August, 2007.

Miguel A Valdes  
By: President

The undersigned hereby accepts the designation of Registered Agent of MEDLEY OFFICE WAREHOUSE CONDOMINIUMS ASSOCIATION, Inc. as set forth in Article XIII of these Articles of Incorporation and acknowledges that he/she is familiar with, and accepts the obligations imposed upon registered agents under, Florida Statutes, Chapter 617.

Miguel A Valdes  
By: Miguel A Valdes