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Midtown Delray Master Association, Inc.

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ARTICLES OF INCORPORATION
FOR MIDTOWN DELRAY MASTER ASSOCIATION, INC.

PREAMBLE:

MIDTOWN DELRAY, LLC, a Florida limited liability company, and MIDTOWN MEDICAL, LLC, a Florida limited liability company, hereinafter collectively referred to as "Declarant", intends to record a Master Declaration of Covenants, Conditions, Easements and Restrictions for Midtown Delray (the "Declaration") which will affect certain property located in Palm Beach County, Florida. This Association is being formed to administer the Declaration and to perform, among other things, the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of Palm Beach County, Florida. All of the definitions contained in the Declaration shall apply to these Articles, and to the Bylaws of the Master Association. Until such time as the Declaration is so recorded, the incorporator shall be the member of the Master Association.

ARTICLE 1 - NAME AND ADDRESS:

The name of the corporation is: MIDTOWN DELRAY MASTER ASSOCIATION, INC. (hereinafter referred to as the "Master Association"). The initial address of the principal office of the Master Association and the initial mailing address of the Master Association is 1645 Palm Beach Lakes Boulevard, Suite 1200, West Palm Beach, Florida 33401.

ARTICLE 2 - PURPOSE

The purposes for which the Master Association is organized are as follows:

2.1 To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2.2 To administer, enforce and carry out the terms and provisions of the Declaration, as same may be amended from time to time.

2.3 To administer, enforce and carry out the terms and provisions of any other declaration of covenants and restrictions, or similar document, submitting property to the jurisdiction of, or assigning responsibilities, rights or duties to the Master Association, and accepted by the Board.

2.4 To promote the health, safety, welfare, comfort, and social and economic welfare of the members and residents of the Property, as authorized by the Declaration, by these Articles, and by the Bylaws.

ARTICLE 3 - POWERS

The Master Association shall have the following powers:

3.1 All of the common law and statutory powers of a corporation not-for-profit under the laws of Florida which are not in conflict with the terms of these Articles.

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STATE OF FLORIDA

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3.2 All of the powers, express or implied, granted to the Master Association by the Declaration or which are reasonably necessary in order for the Master Association to administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, the Declaration.

3.3 To make, establish and enforce rules and regulations governing the use and maintenance of the Drainage Facilities, Access Area, Landscaping Area, and Preserve.

3.4 To make and collect Assessments against the members to defray the costs, expenses, reserves and losses incurred or to be incurred by the Master Association and to use the proceeds thereof in the exercise of the Master Association's powers and duties.

3.5 To own, purchase, sell, mortgage, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

3.6 To purchase insurance for the protection of the Master Association, its officers, directors, the members, and such other parties as the Master Association may determine to be in the best interests of the Master Association.

3.7 To operate, maintain, repair, and improve all Drainage Facilities and, if required, the Access Area, Landscaping Area, and the Preserve, as set forth in the Declaration.

3.8 To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Master Association and/or to contract with others for the performance of such obligations, services and/or duties.

3.9 To operate and maintain the Drainage Facilities as permitted by any controlling governmental authority, including all lakes, retention areas, culverts, and related appurtenances, as set forth in the Declaration.

3.10 To sue and be sued.

ARTICLE 4 - MEMBERS

The Homeowners Association, on behalf of any owner of the Residential Property, and the Commercial Property Owner shall be members of the Master Association, except as otherwise provided in the Declaration. Such memberships shall be initially established upon the recording of these Articles and the Declaration among the public records of the county in which the Property is located. In the event that the Commercial Property Owner subdivides the Commercial Property or sells commercial condominium units located within the Commercial Property, then a commercial property owners association shall be formed which will govern the Commercial Property, and the Commercial Property Owner shall be replaced by such commercial property owners association as a member of the Master Association.

ARTICLE 5 - DIRECTORS

The affairs of the Master Association shall be managed by a board of directors ("Board") consisting of three (3) directors, two (2) appointed by the Homeowners Association, one (1) appointed by the Commercial Property Owner.

ARTICLE 6 - OFFICERS

The officers of the Master Association shall be a President, Vice President, Secretary, Treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers.

ARTICLE 7 - INDEMNIFICATION

7.1 The Master 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 the Master Association, or a member of any committee thereof, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Master Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Master 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 the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. 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, in and 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 the Master Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

7.2 To the extent that a director, officer, employee or agent of the Master Association, or a member of any committee thereof, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

7.3 Any indemnification under Section 7.1 above (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, agent, or committee member is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 7.1 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, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by a majority vote of the members.

7.4 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Master Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall

ultimately be determined that he is entitled to be indemnified by the Master Association as authorized in this Article.

7.5 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 laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, agent, or committee member and shall inure to the benefit of the heirs, executors and administrators of such a person.

7.6 The Master Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Master Association, or a member of any committee thereof, or is or was serving at the request of the Master Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Master Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE 8 - BYLAWS

The first Bylaws shall be adopted by the Board, and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9 - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

9.1 A majority of the Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the members, which may be the annual or a special meeting.

9.2 Written notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

9.3 At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the entire membership of the Master Association.

9.4 Any number of amendments may be submitted to the members and voted upon by them at any one (1) meeting.

9.5 Upon the approval of an amendment to these Articles, Articles of Amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of the county in which the Property is located.

ARTICLE 10 - TERM

The Master Association shall have perpetual existence.

ARTICLE 11 - INCORPORATOR

The name and street address of the incorporator is: Alan I. Armour, Esquire, 1645 Palm Beach Lakes Boulevard, Suite 1200, West Palm Beach, Florida 33401.

ARTICLE 12 - INITIAL REGISTERED OFFICE ADDRESS
AND NAME OF INITIAL REGISTERED AGENT

The initial registered office of the Master Association shall be: 1645 Palm Beach Lakes Boulevard, Suite 1200, West Palm Beach, Florida 33401.

The initial registered agent of the Master Association at that address is Alan I. Armour, Esquire.

ARTICLE 13 - DISSOLUTION

The Master Association may be dissolved as provided by law, provided that any such dissolution shall require the affirmative vote of all of the members. In the event of dissolution or final liquidation of the Master Association, the assets, both real and personal of the Master Association, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable to the same as those to which they were required to be devoted by the Master Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit 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 Master Association. No such disposition of Master Association properties shall be effective to divest or diminish any right or title of any party vested under the Declaration unless made in accordance with the provisions of such Declaration.

IN WITNESS WHEREOF, the incorporator and the initial registered agent have executed these Articles. By executing these Articles, the undersigned registered agent accepts the appointment as registered agent and states that the undersigned is familiar with, and accepts, the obligations of that position.



Alan I. Armour, Esquire, as Incorporator
and as Registered Agent

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