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FLORIDA PROFIT/NON PROFIT CORPORATION  
COOPER SQUARE COMMERCIAL ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION  
OF  
COOPER SQUARE COMMERCIAL ASSOCIATION, INC.  
(a Florida corporation not-for-profit)**

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

**ARTICLE 1**  
**NAME**

The name of the corporation shall be **COOPER SQUARE COMMERCIAL ASSOCIATION, INC.** For convenience, (i) the corporation shall be referred to in this instrument as the "Association," (ii) these Articles of Incorporation shall be referred to in this instrument as the "Articles," and (iii) the By-Laws of the Association shall be referred to in this instrument as the "By-Laws."

**ARTICLE 2**  
**OFFICE**

The initial principal office and mailing address of the Association shall be 20200 West Dixie Highway, Suite 1206, Aventura, Florida 33180, or at such other place as may be subsequently designated by the Board of Directors. The Association shall keep at its principal office all books and records of the Association or at such other place as may be permitted by Chapter 617, Florida Statutes ("Act").

**ARTICLE 3**  
**PURPOSE**

The purpose for which the Association is to take title to, operate, administer and maintain portions of the Property in accordance with the terms, provisions and conditions contained in the Cooper Square Documents (as defined in the Declaration) and to carry out the covenants and enforce the provisions relative to the Association as set forth in the Cooper Square Documents and to operate, lease, trade, sell and otherwise deal with the personal and real property of the Association.

**ARTICLE 4**  
**DEFINITIONS**

The capitalized terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration of Covenants, Conditions and Restrictions of Cooper Square, a Commercial Development ("Declaration") recorded (or to be recorded) in the Public Records of Broward County, Florida, unless herein provided to the contrary; or, unless the context otherwise requires.

**ARTICLE 5**  
**POWERS**

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

- 5.1 **General.** The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration, the By-Laws or the Act.
- 5.2 **Enumeration.** In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declaration (to the extent that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Common Areas and other Association Property consistent with its purpose, pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended, modified and/or restated from time to time (and which Declaration and Bylaws are hereby incorporated into

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these Articles for the purpose of establishing the Association's powers hereunder), including, but not limited to, the following:

- (a) To make, levy, collect and enforce Assessments and other charges, fees or fines, against Members as Owners (whether or not such sums are due and payable to the Association) as provided in the Declaration, these Articles and the By-Laws in order to provide funds to pay for the expenses of the Association and for the Common Expenses, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
- (c) To construct, maintain, reconstruct, repair, replace, add to and operate the Common Areas, Association Property and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Common Areas and other Association Property and insurance for the protection of the Association, its Officers, Directors and Owners.
- (e) To make, amend and enforce the Rules and Regulations of the Association for the maintenance, conservation, management, operation and use of the Property and Association Property and for the comfort, enjoyment, health, safety and welfare of the Owners.
- (f) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations of the Association for the use of the Property, including without limitation, the Units, Common Areas and other Association Property and for the comfort, enjoyment, health, safety and welfare of the Owners.
- (g) To contract for the management and maintenance of the Common Areas and other Association Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of Rules and Regulations of the Association, and maintenance, repair and replacement of the Common Areas and other Association Property with such funds as shall be made available by the Association for such purposes. The Association, through its Directors and its Officers, however, shall retain at all times the powers and duties granted by the Act.
- (h) To employ personnel, including, without limitation, independent contractors and professional personnel to perform the services required for the proper operation of the Property and the Association Property.
- (i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters of the Property (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the Deed to such Owner's Unit, and each mortgagee of a Owner by acceptance of a lien on such Owner's Unit, appoints and designates the President of the Association as such Owner's and such mortgagee's agent and attorney-in-fact to execute any and all such documents or consents.
- (j) To exercise any other rights and/or perform any other responsibilities of the Association under the Cooper Square Documents.

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- 5.3 Association Property. All funds and the title to all real and personal property 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.
- 5.4 Distribution of Income; Dissolution. The Association shall not pay a dividend to its Members and shall make no distribution of income to its Members, Directors or Officers. Upon dissolution, all assets of the Association shall be transferred only to another not-for-profit corporation or a public agency or as otherwise authorized by the Act.
- 5.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and the By-Laws.

## ARTICLE 6

### MEMBERS

- 6.1 Membership. Until the Declaration is recorded in the Public Records of Broward County, Florida, the Developer shall be the sole Member of the Association. After the Declaration is recorded in the Public Records of Broward County, Florida, the Members of the Association shall consist of the Developer and all record title owners of Units from time to time. The qualification of Members of the Association, the manner of their admission in the Association, the manner of their termination of membership, and the manner of their voting shall be regulated by the By-Laws and these Articles. Memberships shall be established by the acquisition of a Unit as evidenced by the recording of a Deed or other instrument of conveyance in accordance with the By-Laws. The Association shall have two (2) classes of voting membership ("Class Members"):
- 6.1.1 "Class A Members" shall be all Members excluding Developer until the Class B Membership ceases and is converted to Class A Membership. The voting rights for each Unit owned by a Class A Member shall be one (1) vote per Unit. The vote of a Unit shall not be divisible.
- 6.1.2 "Class B Members" shall be the Developer and any single successor or assign of Developer which takes title to any part of the Property for the purpose of development and sale, and which is designated as such in an instrument executed by Developer and recorded in the Public Records of Broward County, Florida. The Class B Member shall be entitled to three (3) times the aggregate vote of all Class A Members plus one (1). Class B Membership shall cease and be converted to Class A Membership (whereby Developer shall have one (1) vote per each Unit owned by Developer) upon the earliest to occur of the following events (the "Turnover Date"): (i) At such time as Developer, in its sole discretion, shall designate in writing to the Association and (ii) Not later than one hundred twenty (120) days after the last of the following occurs: (x) neither Developer nor any Affiliate owns any interest in any portion of the Property; (y) neither Developer nor any Affiliate hold a leasehold interest in any portion of the Property; and (z) neither Developer nor any Affiliate holds a mortgage on any portion of the Property.
- 6.2 Class Designations. The designation of different classes of membership are for purposes of establishing the number of votes applicable to each class and nothing herein shall be deemed to require voting solely by and individual class on any matter which requires the vote of Members.
- 6.3 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged or transferred in any manner, except as an appurtenance to the Unit for which that share is held.
- 6.4 Voting. All votes shall be exercised or cast in the manner provided by these Articles, the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

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

**ARTICLE 7**  
**INCORPORATOR**

The name and address of the incorporator of this corporation is:

Harry Dornbusch  
20200 West Dixie Highway, Suite 1206  
Aventura, Florida 33180

**ARTICLE 8**  
**TERM OF EXISTENCE**

The Association shall have perpetual existence.

**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 at its first meeting following the annual meeting of the Members 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 and qualifications 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:

<u>President:</u>	
Harry Dornbusch	20200 West Dixie Highway, Ste. 1206, Aventura, Florida 33180
<u>Treasurer:</u>	
Simona Muresan	20200 West Dixie Highway, Ste. 1206, Aventura, Florida 33180
<u>Secretary:</u>	
Freddy Boulton	20200 West Dixie Highway, Ste. 1206, Aventura, Florida 33180

**ARTICLE 10**  
**DIRECTORS**

- 10.1 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 three (3) Directors. Directors need not be Members of the Association.
- 10.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, 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.
- 10.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the 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.
- 10.4 Term of Initial Directors. The Developer shall appoint the directors of the initial Board and their replacements who shall hold office for the periods described in the By-Laws.

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- 10.5 Initial Directors. The names and addresses of the Directors of the initial Board who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

Harry Dornbusch	20200 West Dixie Highway, Ste. 1206, Aventura, Florida 33180
Simona Muresan	20200 West Dixie Highway, Ste. 1206, Aventura, Florida 33180
Freddy Boulton	20200 West Dixie Highway, Ste. 1206, Aventura, Florida 33180

- 10.6 Standards. Each Director shall discharge his or her 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 or her 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 matters presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' 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 or she performed the duties of office in compliance with the foregoing standards.

## ARTICLE II INDEMNIFICATION PROVISIONS

- 11.1 Indemnified Persons. To the full extent permitted by applicable law, the Association shall indemnify, defend and hold harmless each member of the Board of Directors, each Officer, each former Director or former Officer of the Association (and the Directors and/or Officers, both current and former, as a group) and any other person, including, without limitation, any employee that the Association agrees in writing with respect to activities within the scope of their services on behalf of the Association to indemnify, defend and hold harmless (each, an "Indemnified Person") for expenses, including counsel fees and disbursements (at all trial and appellate levels) incurred by or imposed upon the Indemnified Person in connection with any action, proceeding or suit, whether civil, criminal, administrative or investigative asserted in court or otherwise asserted in any proceeding, litigation or settlement in which the Indemnified Person being or having been a Director, Officer, or both of the Association (or by being or having been an agent, employee or other official of the Association as to whom the Association, by written agreement, has agreed to indemnify); provided, the Indemnified Person acted in good faith and in a manner the Indemnified 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 reasonable cause to believe the conduct of the Indemnified Person was unlawful. The termination of any action or proceeding by judgment, order, settlement, or conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner that the Indemnified Person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct of the Indemnified Person was unlawful. Notwithstanding the above, in the event of a settlement, the indemnification provisions in these Articles shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or Officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and Officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or Officers, including, but not limited to Developer.

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11.2 Determination of Applicability. Any indemnification under Section 11.1, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Indemnified Person is proper under the circumstances because he or she has met the applicable standard of conduct set forth. 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 proceeding; or
- (b) if such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board of Directors (in which Directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding.
- (c) by independent legal counsel:
  - 1. selected by the Board of Directors prescribed in (a) above, or the committee prescribed (b) above; or
  - 2. if a quorum of the Directors cannot be obtained for (a) above, and the committee cannot be designated under (b) above, selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) by a majority of the Voting Interests of the Members of the Association who were not parties to such proceeding.

11.3 Advancing Expenses. Expenses incurred by an Indemnified Person in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if the Indemnified Person is ultimately found not to be entitled to indemnification by the Association. If the Indemnified Person is an employee or agent of the Association, the Board of Directors may pay in advance any expenses incurred by such person upon such terms or conditions that the Board deems appropriate.

11.4 Exclusivity; Exclusions. The indemnification and advancement of expenses provided pursuant to this Article are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its Directors, Officers, employees, or agents, under any bylaw, agreement, vote of Members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any Indemnified Person if a judgment or other final adjudication establishes that the actions, or omissions to act, of the Indemnified Person were material to the cause of action so adjudicated and constitute:

- (a) a violation of the criminal law, unless the Indemnified Person had reasonable cause to believe the conduct of the Indemnified Person was lawful or had no reasonable cause to believe the conduct was unlawful;
- (b) a transaction from which the Indemnified Person derived an improper personal benefit; or
- (c) willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

11.5 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person, unless otherwise provided when authorized or ratified.

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- 11.6 Application to Court. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a Director, Officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of, competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that the Director, Officer, employee, or agent is:
- (a) entitled to mandatory indemnification under these Articles in which case the court shall also order the Association to pay the person reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
  - (b) entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to these Articles; or
  - (c) fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in these Articles, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed Indemnified Person, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe his or her conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any 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 or did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.
- 11.7 Definitions. For purposes of this Article 11, the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer.
- 11.8 Amendment. Notwithstanding any contrary provision in these Articles, the provisions of this Article 11 may not be amended without the unanimous vote of the Board of Directors and the approval of not less than three-quarters (75 %) of the Voting Interests of the Members.

#### ARTICLE 12 BY-LAWS

The initial By-Laws of the Association shall be adopted by the First Board of Directors and thereafter, except as otherwise provided in the Declaration, may be altered, amended or repealed in the manner set forth in the By-Laws.

#### ARTICLE 13 AMENDMENTS

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

- 13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in

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the Act. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

- 13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in the Act. No amendment shall be made to the Articles that shall in any manner make any changes in the qualifications for membership, nor in the voting rights or property rights of Members, nor any changes in Sections 5.3, 5.4 or 13.2 of these Articles, without the approval in writing of all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, 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 herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Section 13.2 shall be effective.
- 13.3 Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 13.4 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 with an identification on the first page thereof of the book and page of the Public Records where the Declaration is recorded which contains, as an exhibit, the initial recording of these Articles.

**ARTICLE 14**  
**INITIAL REGISTERED OFFICE;**  
**ADDRESS AND NAME OF REGISTERED AGENT**

The initial registered office of this Association shall be at 20200 West Dixie Highway, Suite 1206, Aventura, Florida 33180, and the initial Registered Agent at that address shall be Harry Dornbusch.

IN WITNESS WHEREOF, the incorporator has affixed his signature this 26 day of Febr. 2020

STATE OF FLORIDA )  
 )ss.:  
COUNTY OF MIAMI-DADE. )

Harry Dornbusch

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 26 day of February, 2020 by Harry Dornbusch, who is personally known to me or who produced \_\_\_\_\_ as identification.

Sworn to before me



Notary Public, State of Florida

SIMONA NURESAN

Typed, printed or stamped name of Notary  
My Commission Expires: 2/14/2022

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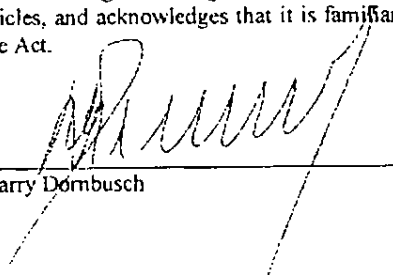
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**ACCEPTANCE OF DESIGNATION AS INITIAL REGISTERED AGENT**

The undersigned hereby accepts the designation of Registered Agent of Cooper Square Commercial Association, Inc., as set forth in Article 14 of these Articles, and acknowledges that it is familiar with and accepts the obligations imposed upon Registered Agent under the Act.

  
Harry Dombusch

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