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1116-D Thomasville Road . Mount Vernon Square . Tallahassee, Florida 32303

P.O. Box 37066 (32315-7066) ~ (850) 222-2666 or (800) 969-1666 . Fax (850) 222-1666

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FILING Articles

1.) Doral Park Country Club Association, Inc. (CORPORATE NAME & DOCUMENT #)

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SPECIAL INSTRUCTIONS

**ARTICLES OF INCORPORATION  
OF  
DORAL PARK COUNTRY CLUB ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)**

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ARTICLES OF INCORPORATION  
OF  
DORAL PARK COUNTRY CLUB ASSOCIATION, INC

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TALLAHASSEE, FLORIDA

The undersigned hereby executes and acknowledges these Articles for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certifies as follows:

1. Name. The name of the corporation shall be Doral Park Country Club Association, Inc. ("Association").

2. Principal Office and Mailing Address. The principal office and mailing address of the Association shall be located at Fowler, White, Burnett, Hurley, Banick and Strickroot, P.A., 100 Southeast Second Street, Seventeenth Floor, Miami, Florida 33131-1101, or at such other place as the Board of Directors may determine from time to time such as the Doral Park Clubhouse (as defined in the Covenant referenced in Section 3 below).

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in that certain Restated Doral Park Golf and Country Club Covenant recorded in Official Records Book 16870 at Page 5529 in the Public Records of Miami-Dade County, Florida (the "Covenant") which restates that Covenant executed by the Doral Park Joint Venture on April 15, 1983, filed April 20, 1983 in Official Records Book 11762, at Page 3023 of the Public Records of Miami-Dade County, Florida. In addition, the following terms shall have meanings indicated below:

"Articles" shall mean these Articles of Incorporation as amended from time to time.

"Board of Directors" shall mean the board of directors of Association as the same may exist from time to time.

"By-Laws" shall mean the By-Laws of Association as the same may exist from time to time.

"Class A Members" shall have the meaning set forth in Section 6.1 hereof.

"Class B Members" shall have the meaning set forth in Section 6.2 hereof.

"Doral Park Country Club" shall mean Tract A of Doral Park Clubhouse Site, as recorded in Plat Book 121 at Page 53 of the Public Records of Miami-Dade County, Florida together with all improvements thereon and appurtenances thereto which include, without limitation, the Doral Park Clubhouse, Tennis Courts, a Swimming Pool and related recreational facilities.

"Members" shall mean the Class A Members and the Class B Members.

4. Purposes. The purposes and objects of Association shall be to:

4.1. acquire direct or indirect title to the Doral Park Country Club in order to operate the same as a homeowners' association for the pleasure, recreation and other nonprofit purposes for the Social Members thereof.

4.2. encourage the personal contact and commingling of the Social Members in accordance with the Covenant.

4.3. operate, administer and manage the Doral Park Country Club as the Club Owner under the Covenant.

4.4. undertake the performance of the acts and duties incident to the operation, administration and management of the Doral Park Country Club in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the By-Laws, and the Covenant.

4.5. operate, lease, mortgage, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of Association and the Doral Park Country Club.

5. Powers and Duties. Association shall have the following powers, privileges and duties:

5.1. Powers. Association shall have 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, the By-Laws and the Covenant and all of the powers and duties reasonably necessary to implement and effectuate the purposes of Association as hereinabove set forth including, but not limited to, the following:

5.1.1. To make, establish and enforce Rules and Regulations governing the use of the Doral Park Country Club as permitted by Section 5.3 of the Covenant.

5.1.2. To impose and collect assessments in the form of Social Membership Dues against Owners as permitted by the Covenant. Each Owner has the right to be a Class A Member of this Association.

5.1.3. To undertake the maintenance, repair, replacement and operation of the facilities of the Doral Park Country Club and property leased or acquired by Association for the benefit of the Social Members.

5.1.4. To purchase property and liability insurance upon the Doral Park Country Club for the protection of Association and, to the extent determined appropriate by the Board of Directors, the Members.

5.1.5. To maintain, improve and, if necessary, reconstruct the facilities comprising the Doral Park Country Club in the event of casualty.

5.1.6. To do anything necessary or proper in law or equity or otherwise to enforce the provisions of the Covenant, these Articles, the By-Laws and the Rules and Regulations.

5.1.7. To contract for the management of the Doral Park Country Club, and to delegate all management powers and duties to a qualified person, firm or corporation.

5.1.8. To employ personnel necessary to perform the obligations, services and duties required of Association and for the proper operation of the Doral Park Country Club.

5.1.9. To lease or acquire fee simple title to real property or personal property.

5.1.10. To acquire and/or sell and to enter into any agreements whereby it acquires and/or sells any interest in real or personal property, whether by fee or otherwise; provided that all of the transactions contemplated herein shall be for the use, benefit and enjoyment of the Social Members.

5.2. Obligations. Association shall at all times comply with the following:

5.2.1. Association shall perform all of the obligations of Club Owner under the Covenant including, without limitation, protecting the rights and privileges of Social Members under Section 5.1 of the Covenant.

5.2.2. All funds and the title to all properties acquired by Association and the proceeds thereof shall be used for the benefit of the Social Members in accordance with these Articles and the By-Laws.

5.2.3. Association shall make no distribution of income to the Social Members, the Class A Members, the Class B Members, the members of the Board of Directors or the officers of Association; provided, however, the assets of Association may be distributed upon dissolution as provided in Section 16 of these Articles.

5.2.4. The powers of Association shall be subject to, and shall be exercised in accordance with, the provisions of the Covenant, these Articles and the By-Laws.

6. Association Members. Association shall have two (2) classes of membership: Class A Members and Class B Members.

6.1. Class A Members. Class A Members of Association shall consist of all of the Owners of Dwelling Units within Doral Park.

6.1.1. Membership. Notwithstanding the foregoing, any Class A Member may relinquish such Class A Membership as provided in the By-Laws. Class A Membership is separate and apart from the obligations of Owners under the Covenant. Accordingly, each Owner, regardless of whether such Owner elects to relinquish his or her Class A Membership, shall remain obligated as set forth in the Covenant to pay Social Membership Dues to the Club Owner.

6.1.2. Evidence of Membership. Class A Membership in Association shall be established by (i) the recording in the Public Records of Miami-Dade County, Florida, a deed or other instrument conveying record title to a Dwelling Unit to an Owner or (ii) the presentation to Association of a deed or other instrument conveying record title to a Dwelling Unit to an Owner recorded prior to the date these Articles were initially filed with the Florida Secretary of State. Class A Membership may not be assigned, hypothecated or transferred in any manner except as an appurtenance to such Class A Member's interest in his or her Dwelling Unit.

6.1.3. No Voting Interests. Class A Members of Association shall not have any voting rights, nor shall there be any annual or other meetings of Class A Members, unless the Board of Directors of Association shall so determine as set forth in the By-Laws of Association.

6.2. Class B Members. The persons or entities that may elect to become Class B Members are the following:

CLASS B MEMBER	GOVERNING DECLARATION/LEGAL DESCRIPTION
VILLAGE OF DORAL OAKS ASSOCIATION, INC.	Declaration of Covenants, Restrictions and Easements for Common Areas recorded on April 20, 1983 in Official Records Book 11764 at Page 1 in the Public Records of Miami-Dade County, Florida, as amended.
VILLAGE OF DORAL PLACE ASSOCIATION, INC.	Declaration of Covenants, Restrictions and Easements for Common Areas recorded on December 7, 1984 in Official Records Book 12347 at Page 3708, in the Public Records of Miami-Dade County, Florida, as amended

CLASS B MEMBER	GOVERNING DECLARATION/LEGAL DESCRIPTION
VILLAGE OF DORAL WOODS ASSOCIATION, INC.	Declaration recorded on February 24, 1986 in Official Records Book 12800 at Page 3612 in the Public Records of Miami-Dade County, Florida, as amended.
VILLAGE OF DORAL LAKES ASSOCIATION, INC.	Declaration recorded on June 5, 1987 in Official Records Book 13302 at Page 2223 in the Public Records of Miami-Dade County, Florida, as amended.
VILLAGE OF DORAL DUNES ASSOCIATION, INC.	Declaration recorded on December 29, 1987 in Official Records Book 13522 at Page 2889 in the Public Records of Miami-Dade County, Florida, as amended.
VILLAGE OF DORAL PINES ASSOCIATION, INC.	Declaration recorded on February 8, 1989 in Official Records Book 13989 at Page 2272 in the Public Records of Miami-Dade County, Florida, as amended.
VILLAGE OF DORAL PALMS ASSOCIATION, INC.	Declaration recorded on April 26, 1990 in Official Records Book 14526 at Page 391 in the Public Records of Miami-Dade County, Florida, as amended.
VILLAGE OF DORAL GLEN ASSOCIATION, INC.	Declaration recorded on March 19, 1992 in Official Records Book 15435 at Page 3813 in the Public Records of Miami-Dade County, Florida, as amended.
VILLAGE OF DORAL COVE ASSOCIATION, INC.	Declaration recorded on March 27, 1992 in Official Records Book 15446 at Page 2271 in the Public Records of Miami-Dade County, Florida.
VILLAGE OF DORAL GREENS ASSOCIATION, INC.	Declaration recorded on July 20, 1994 in Official Records Book 16444 at Page 3743 in the Public Records of Miami-Dade County, Florida.
VILLAGE OF DORAL SANDS ASSOCIATION, INC.	Declaration recorded on August 19, 1994 in Official Records Book 16482 at Page 1878 in the Public Records of Miami-Dade County, Florida.
VILLAGE OF DORAL CHASE ASSOCIATION, INC.	Declaration recorded on July 18, 1995 in Official Records Book 16852 at Page 1895 in the Public Records of Miami-Dade County, Florida, as amended.
OWNER OF THE LAS PALMAS PROPERTY	<u>Exhibit A</u> attached hereto and made a part hereof is the legal description of the Las Palmas property.

6.2.1. Membership. Class B Members shall be entitled to membership in Association on a voluntary basis, and each Class B Member may maintain or relinquish its membership at its own discretion as set forth in the By-Laws of Association.

6.2.2. No Voting Interests. Class B Members of Association shall not have any voting rights, nor shall there be any annual or other meetings of Class B Members, unless the

Board of Directors of Association shall so determine as set forth in the By-Laws of Association. Notwithstanding the foregoing, each Class B Member shall have the authority to appoint one or more members to the Board of Directors, as more particularly described in these Articles and the By-Laws.

7. Directors.

7.1. Number of Directors. The affairs of Association will be managed by a Board consisting of not less than three (3) Directors nor more than twenty-nine (29) Directors. Each Class B Member shall be entitled to appoint one (1) or more Directors based on the number of Dwelling Units subject to the jurisdiction of such Class B Member according to the following formula:

From 0 to 150 Dwelling Units	One (1) Director
From 151 to 250 Dwelling Units	Two (2) Directors
From 251 to 350 Dwelling Units	Three (3) Directors
From 351 to 450 Dwelling Units	Four (4) Directors
From 451 to 550 Dwelling Units	Five (5) Directors

Based on the foregoing formula, each Class B Member shall be entitled to be represented by the number of Directors set forth below:

	Class B Member	Number of Dwelling Units	Number of Directors
1	Village of Doral Oaks Association, Inc.	518	5
2	Village of Doral Place Association, Inc.	331	3
3	Village of Doral Woods Association, Inc.	125	1
4	Village of Doral Lakes Association, Inc.	190	2
5	Village of Doral Dunes Association, Inc.	277	3
6	Village of Doral Pines Association, Inc.	138	1
7	Village of Doral Palms Association, Inc.	121	1
8	Village of Doral Glen Association, Inc.	73	1
9	Village of Doral Cove Association, Inc.	54	1
10	Village of Doral Sands Association, Inc.	131	1
11	Village of Doral Greens Association, Inc.	106	1
12	Village of Doral Chase Association, Inc.	200	2
13	Owner of Las Palmas	<u>310</u>	<u>3</u>
	Totals	2574	25



It is acknowledged that the number of Directors for each Class B Member incorporates a "weighted" system, so that the greater the number of Dwelling Units under the jurisdiction of such Class B Member, the greater the number of Directors to be designated by the Class B Member.

7.2. Designation of Directors. The initial Board of Directors (the "Initial Directors") named below shall serve as Association's Board of Directors for a period of three (3) years and shall not be removed except for cause by a vote of two-thirds of the entire Board of Directors after Association commences management of the Clubhouse. The other members of the Directors of Association shall be designated by each Class B Member in the manner described in the By-Laws of Association. Directors may be removed and vacancies on the Board of Directors shall be filled only by the Class B Member that appointed the affected Director(s) in the manner provided by the By-Laws. The Initial Directors shall be:

Rolando Oses, whose address is c/o Fowler, White, Burnett, Hurley, Banick & Strickroot, P.A., NationsBank Tower, Seventeenth Floor, 100 Southeast Second Street, Miami, Florida 33131, Attention: Peter M. Brooke, Esquire

Morgan Levy, whose address is c/o Fowler, White, Burnett, Hurley, Banick & Strickroot, P.A., NationsBank Tower, Seventeenth Floor, 100 Southeast Second Street, Miami, Florida 33131, Attention: Peter M. Brooke, Esquire

Odel Torres, whose address is c/o Fowler, White, Burnett, Hurley, Banick & Strickroot, P.A., NationsBank Tower, Seventeenth Floor, 100 Southeast Second Street, Miami, Florida 33131, Attention: Peter M. Brooke, Esquire

John Phipps, whose address is c/o Fowler, White, Burnett, Hurley, Banick & Strickroot, P.A., NationsBank Tower, Seventeenth Floor, 100 Southeast Second Street, Miami, Florida 33131, Attention: Peter M. Brooke, Esquire

8. Officers. The affairs of Association shall be administered by officers elected by the Board of Directors as provided in the By-Laws of Association. The officers shall serve at the pleasure of the Board of Directors.

9. Indemnification. Every Director and officer of Association, and members of Association committees, shall be indemnified by Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him or her, in connection with any proceeding to 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 Association, or a committee member, whether or not he or she is a Director, officer or committee member at the time such expenses are incurred, except in such cases wherein the Director, officer or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director, officer or committee member may be entitled.

10. By-laws. The first By-Laws of Association shall be adopted by the initial Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws.

11. Amendments. Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

11.1. Incorporator. Until such time as Association acquires title to Doral Park Country Club, the incorporator of these Articles of Incorporation shall have the authority to amend these Articles and the By-Laws without the joinder or consent of (i) the Board of Directors, (ii) the Members or (iii) any person or entity.

11.2. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Board of Directors at which a proposed amendment is to be considered.

11.3. Adoption. A resolution approving a proposed amendment must be approved by a majority of the Board of Directors of Association in order for an amendment to be effective. Directors not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary of Association at or prior to the meeting.

11.4. Restriction. No amendment shall make any changes in the qualifications for Class A Members or Class B Members or in voting rights of Directors without the prior written approval of all Class B Members.

11.5. Filing. A copy of each amendment to the Articles of Incorporation as approved shall be filed with the Secretary of State.

12. Term. Association shall have perpetual existence.

13. Conflicts. In the event of any conflict between these Articles and the By-Laws, these Articles shall control. In the event of any conflict between these Articles and the Covenant, the Covenant shall control.

14. Reliance. The obligations of Association shall be determined solely by the express provisions of these Articles and the By-Laws. Association may act in reliance upon any writing, instrument, and/or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity, truth, and accuracy of any statement or assertion contained in such a writing or instrument, and that any person purporting to give any writing, notice, advice, or instruction in connection with the provisions hereof has been duly authorized to do so. Association shall not be liable in any manner for the sufficiency or correctness as to form, manner or validity of any instrument delivered pursuant to these Articles or the By-Laws nor as to the identity, authority, or right of any person executing the same.

15. Not-for-Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors, or officers. It is intended that Association (i) conduct its activities in a manner to qualify as a "homeowners' association" organized for all not-for-profit purposes consistent with Section 528 of the Internal Revenue Code of 1986, as amended, and, in addition, (ii) conduct its activities in accordance with a homeowners' association as such term is defined in Section 617.301(7) of the Florida Statutes.

16. Dissolution. Upon the dissolution of Association, the assets of Association shall be distributed to the Class A Members in accordance with Chapter 617 of the Florida Statutes and Section 528 of the Internal Revenue Code of 1986, as amended, which governs not-for-profit homeowners' associations.

17. Incorporator. The name and address of the incorporator of these Articles of Incorporation is: Peter M. Brooke, Esq., Fowler, White, Burnett, Hurley, Banick and Strickroot, P.A., 100 Southeast Second Street, Seventeenth Floor, Miami, Florida 33131-1101.

18. Registered Agent. The initial Registered Agent of Association shall be Peter M. Brooke,

Esq., Fowler, White, Burnett, Hurley, Banick and Strickroot, P.A., 100 Southeast Second Street, Seventeenth Floor, Miami, Florida 33131-1101.

IN WITNESS WHEREOF, the incorporator has hereto affixed his signature on this 15<sup>th</sup> day of December 1998.

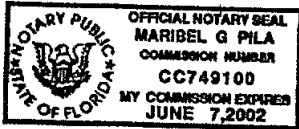
*Peter M Brooke*

Peter M. Brooke

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

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1998 by Peter M. Brooke,  who is personally known to me or  who has produced as identification.

*Maribel G. Pila*  
Notary Public, STATE OF FLORIDA  
Print name: Maribel G. Pila  
My Commission Expires:



**CERTIFICATE DESIGNATING RESIDENT AGENT  
AND RESIDENT OFFICE**

In accordance with Chapter 48.091, Florida Statutes, the following designation and acceptance is submitted in compliance thereof.

DESIGNATION

DORAL PARK COUNTRY CLUB ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, hereby designates Peter M. Brooke, Esq., its registered agent and 100 Southeast Second Street, 17th Floor, Miami, Florida 33131-1101, as its registered office.

ACCEPTANCE

Having been named as registered agent for the above named corporation, I hereby agree to act in such capacity for such corporation at its registered office.



\_\_\_\_\_  
Peter M. Brooke  
(Registered Agent)

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