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T. LEAHEUX

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: Doral Park Country Club Association, Inc.

DOCUMENT NUMBER: N9800000 7116

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Alberto J. Alonso

(Name of Contact Person)

Toyne, Schimmel, & Alonso P.A.

(Firm/ Company)

25 SE 2nd Ave., Suite 1135

(Address)

Miami, FL 33131

(City/ State and Zip Code)

alberto@passengerlaw.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Alberto J. Alonso

(Name of Contact Person)

305-377-1910

at

(Area Code) (Daytime Telephone Number)

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☒ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy is
Enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF
DORAL PARK COUNTRY CLUB ASSOCIATION, INC.**

The undersigned officers/directors of Doral Park Country Club Association, Inc., (Document Number N98000007116) a not-for-profit corporation organized and existing under the laws of the State of Florida, hereby certify that the following amendments and restatement of its Articles of Incorporation were approved and adopted by the required vote of its Board of Directors at the Board of Directors' meetings held on September 20, 2016, and October 18, 2016. The adoption of the amendments complied with the terms of the Articles of Incorporation of Doral Park Country Club Association, Inc., and applicable law. The text of the new Articles of Incorporation is attached on the following pages and shall be effective when filed (along with these Articles of Amendment) with Florida's Department of State, Division of Corporations.

IN WITNESS WHEREOF, Doral Park Country Club Association, Inc., has caused these Articles of Amendment to be executed on this 2 day of November, 2016.

Doral Park Country Club Association, Inc.

Maria Palacio
By: President
Its:

Witness

Gilbert Sanchez
Printed Name Gilbert Sanchez

Doral Park Country Club Association, Inc.

Jodi Steinbauer
By: Sec.
Its:

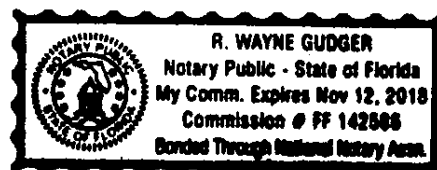
Witness

Liliana Torrado
Printed Name Liliana Torrado

(Corporate Seal)

The foregoing instrument was acknowledged before me by Maria Palacio, President, Doral Park Country Club Asso. and Jodi Steinbauer all who did take an oath and provided identification. IN TESTIMONY WHEREOF, I have hereto set my hand and seal this 2 day of November, 2016.

R. Wayne Gudger
Notary Public
State of Florida



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DORAL PARK COUNTRY CLUB ASSOCIATION, INC.

ARTICLES OF INCORPORATION

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:

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 5001 N.W. 104th Avenue, Miami, Florida 33178, or at such other place as the Board of Directors may determine.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in that certain Second Amended and Restated Doral Park Country Club Association Covenant recorded in the Official Records Book 30319, Page 2635 of Miami-Dade County, Florida (the "Second Restated Covenant"). In addition, the following terms shall have the meanings indicated below:

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

3.2. "Board of Directors" shall mean the board of directors of Doral Park Country Club Association, Inc.

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

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

3.5 “Class B Members” shall have the meaning set forth in section 6.2

hereof.

3.6. “Doral Park Country Club” or DPCC 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 there to which include,

without limitation, the Doral Park Clubhouse, Tennis Courts, Swimming

Pool, Sports Courts Playground/Splash Park and related recreational

facilities.

3.7. “Doral Park Country Club Association, Inc.” (“Association”) shall mean the 13

Villages in Doral Park with its 2,455 Dwelling Units.

3.8. “Members” shall mean Class A members and the Class B Members.

3.9. “Village Association” shall mean any Condominium Association or

Homeowners’ Association in the Doral Park Community.

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

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

4.2. Encourage the personal contact and comingling of the Social Members in accordance with the Covenant.

4.3. Operate, administer and manage the Doral Park Country Club as the sole beneficiary of 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.

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 no 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 monthly Social Membership Assessments 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 the Association and Board Members to the extent determined appropriate by the Board of Directors.

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 allow Management to employ personnel necessary to perform the obligations, services and duties required by the 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 notified to ALL Doral Park Association Members via US mail (with the person designated by the Association to mail the notice to execute an Affidavit reflecting the notice was sent to all Owners and shall attach a list of all owners and the addresses where the notice was sent) and 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 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 Member. Class A Members of the Association shall consist of ALL (2,455) Owners of Dwelling Units within Doral Park.

6.1.1. Membership. All Class A and B Members, whether they do or do not use the Clubs' facilities are obligated, to pay a monthly Social Membership Assessment to the Doral Park Country Club Association, as set forth in the Covenant.

6.1.2. Evidence of Membership. Class A Membership in Association shall be established by (1) 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 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 unless expressly provided for in these Articles, the By-Laws, or the Covenant, nor shall there be any annual or other meetings of Class A Members unless expressly provided for in these Articles, the By-Laws, or the Covenant, or unless the Board of Directors of Association shall so determine as set forth in the By-Laws of Association.

6.2. Class B Members. Any Class A Member, who owns a Doral Park Dwelling Unit becomes a Class B Member when elected as Member of the (HOA) Village Association Board or to represent the Village Association at the (DPCC) Doral Park Country Club Association, Inc., Board.

VILLAGE	GOVERNING DECLARATION / LEGAL DESCRIPTION
Village of Doral Oaks Association, Inc.	Declaration of Covenants, Restrictions and Easements for Common Areas recorded on April 20 th , 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 th , 1984 in Official Records Book 12347 at Page 3708 in the Public Records of Miami-Dade County, Florida, as amended.
Village of Doral Woods Association, Inc.	Declaration recorded on February 24 th , 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 th , 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 th , 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 th , 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 th , 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 th , 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 th , 1992 in Official Records Book 15446 at Page 2271 in the Public Records of Miami-Dade County, Florida, as amended.
Village of Doral Greens Association, Inc.	Declaration recorded on July 20 th , 1994 in Official Records Book 16444 at Page 3743 in the Public Records of Miami-Dade County, Florida, as amended.
Village of Doral Sands Association, Inc.	Declaration recorded on August 19 th , 1994 in Official Records Book 16482 at Page 1878 in the Public Records of Miami-Dade County, Florida, as amended.
Village of Doral Chase Association, Inc.	Declaration recorded on July 18 th , 1995 in Official Records Book 16852 at Page 1895 in the Public Records of Miami-Dade County, Florida, as amended.
Owner of Valencia Property.	Exhibit A attached hereto and made a part hereof is the legal description of the Las Palmas property.

6.2.1. Voting Interest. Each Village HOA has the authority to appoint one or more B Members to the Doral Park Country Club Association, Inc., Board of Directors, as more particularly described in these Articles and the By-Laws. Such Members of the Board of Directors shall exercise voting rights to protect Class A and B Members' interests.

7. Directors.

7.1. Number of Directors. The affairs of Doral Park Country Club Association, Inc. will be managed by a Board consisting of not less than three (3) Directors nor more than twenty-four (24) Directors. Each Doral Park Village Association shall be entitled to appoint one (1) or more Directors (Class A or B Members) based on the number of Dwelling Units in the Village Association and following the formula listed on the chart below.

#DIRECTOR DESIGNATION CHART:

# DWELLING UNITS	# DIRECTORS
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 following formula, each Village Association shall be entitled to be represented by the number of Directors set forth below:

	DORAL PARK VILLAGE ASSOCIATION	# OF DWELLING UNITS	# OF DIRECTORS AND DPCC BOARD
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.	160	2
6	Village of Doral Pines Association, Inc.	138	1
7	Village of Doral Palms	119	1

	Association, Inc.		
8	Village of Doral Glen Association, Inc.	73	1
9	Village of Doral Cove Association, Inc.	54	1
10	Village of Doral Greens Association, Inc.	106	1
11	Village of Doral Sands Association, Inc.	131	1
12	Village of Doral Chase Association, Inc.	200	2
13	Valencia	310	3
	TOTAL	2,455	24

It is acknowledged that the number of Directors for each Village Association incorporates a "weighted" system, so that the greater the number of Dwelling Units under the jurisdiction of such Village Association, the greater the number of Directors to be designated to the DPCC Board.

7.2. Designation of Directors. Each Village Association Board, on elections day shall appoint or re-instate the Class A or B Member/s who will represent the Village Association at the DPCC Board of Directors. The Members (24) of the Doral Park Country Club Association Board shall be re-instated or designated yearly in the month of March. An email or letter with the names, phone numbers and emails of their Board representatives must be sent to the DPCC Board Secretary with copy to the General Manager to update records. Directors may resign and vacancies shall be filled by the Village Association Board that appointed them, in the manner provided in the By-Laws.

DPCC Board Members must be Class A or B Members who own a Dwelling Unit at the Village Association who appointed them.

8. Officers. The affairs of the Association shall be administered by officers elected by the Board of Directors (Executive Committee) as provided by the By-Laws of

the Association. The officers shall serve annually at the pleasure of the Board of Directors.

9. Indemnification. Every Director, Committee Member, and Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees and costs 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, Committee Member or Officer of Association, 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 found by a final non-appealable judgment of a court of competent jurisdiction to have engaged in grossly negligent misconduct or intentional misconduct in the exercise of his or her duties as a Director, Officer or Committee Member; provided that in the event of a proposed settlement of any litigation or proposed litigation involving a Director, Officer or Committee Member, indemnification shall apply only when the Board of Directors is given notice of and approves such proposed settlement. Approval of any proposed settlement must be considered in a timely manner by the Board (i.e. at the Board of Directors' meeting which immediately follows any proposed settlement) and shall not be unreasonably withheld. 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 to under applicable law, relevant insurance policies, or is otherwise entitled to, 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, executors and administrators of such a person.

10. By-Laws. The By-Laws of the Association 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. 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.

11.2. 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.

11.3. 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.

11.4. 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. Doral Park Country Club Association, Inc., is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors, or officers. Association shall conduct its activities in a manner to qualify as a "homeowner's association" organized for all not-for-profit purposes consistent with Section 528 of the Internal Revenue Code of 1986, as amended, and, in addition, a homeowners' association as such term is defined in Section 720.301 (7) of the Florida Statutes, and shall conduct all activities consistent with Chapter 720 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. Registered Agent:

The registered agent of Doral Park Country Club Association, Inc., shall be:

TOYNE, SCHIMMEL, & ALONSO, P.A.

25 S.E. 2nd Ave., Suite 1135

MIAMI, FL 33131