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FLORIDA NON-PROFIT CORPORATION

Doral Gardens Homeowners' Association, Inc.

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**ARTICLES OF INCORPORATION
OF
DORAL GARDENS HOMEOWNERS' ASSOCIATION, INC.**

In compliance with the laws of the State of Florida, the undersigned do hereby voluntarily associate for the purpose of forming a corporation not-for-profit for the purposes and with the powers set forth herein. All capitalized terms set forth herein to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Doral Gardens to be recorded in the public records of Dade County, Florida, as such may be modified and supplemented from time to time (the "Declaration").

ARTICLE I - NAME

The name of the corporation is DORAL GARDENS HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association".

ARTICLE II - REGISTERED AGENT

The name and address of the Registered Agent of the Association is:

Paul Valyo
c/o CMC Management
22151 Shorewind Drive
Boca Raton, Florida 33428

ARTICLE III - PRINCIPAL OFFICE

The principal office of the Association shall be c/o CMC Management, 22151 Shorewind Drive, Boca Raton, Florida 33428, Attention: Paul Valyo, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE IV - DEFINITIONS

Defined Terms. The following definitions shall apply wherever these capitalized terms appear in this Declaration:

- a. "Assessment" means the amount of money which may be assessed against an Owner for the payment of the Owner's share of the costs and expenses arising under the Declaration, including, without limitation, Annual Assessments, Special Assessments, Emergency Assessments, and Lot Assessments.
- b. "Common Property" means all of the Property, except the Lots and those portions of the Property which are dedicated to the public, together with any

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improvements thereon and all personal property intended for the common use and enjoyment of the Owners and any areas within the Property which the Association is obligated to maintain, notwithstanding that it may not own fee simple title to such areas. The Common Property to be maintained by the Association may specifically include, without limitation, rights of way of any publicly dedicated roads, signs, fencing, landscaped entry features (including entry signs, entry gates, lakes, lighting, irrigation, and landscaping), any landscaping not located within a Lot, parks, open areas, conservation areas, nature preserves, and recreational facilities, provided that the foregoing list shall not be deemed to be a representation or warranty that any of the foregoing types of Common Property will be provided. Common Property may also include all personal property owned or leased by the Association and intended for use by the Association the common use and enjoyment of the Owners.

- c. **"Declaration"** means the Declaration of Covenants, Conditions, and Restrictions for Doral Gardens, as it may hereafter be amended and supplemented from time to time.
- d. **"Lot"** means any plot of land intended as a site for a Unit and shown upon any duly recorded subdivision plat of the Property or a parcel of land which is permitted to be improved with a Unit. References herein to "Lot" shall also include the Unit and all improvements constructed on a Lot, unless specifically set forth to the contrary.
- e. **"Member"** means a person entitled to membership in the Association, as provided in the Declaration and these Articles.
- f. **"Owner"** means the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including the buyer under a contract for deed. Owners shall not include those having such interest merely as security for the payment or repayment of a debt obligation.
- g. **"Property"** means that certain real property more fully described in Exhibit "A" to the Declaration.
- h. **"Unit"** means any residential dwelling situated upon any Lot.

ARTICLE V - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The Association shall be the not for profit corporation responsible for the duties, rights and responsibilities delegated to it from time to time under the Declaration. The specific purposes for

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which it is formed are to operate as a corporation not-for-profit pursuant to Chapter 617, Florida Statutes, and to provide for the maintenance, preservation and architectural control of all Improvements on the Property and Common Property, all within a certain tract of land described in the Declaration ("Property") as such is supplemented from time to time, all for the mutual advantage and benefit of the Members of the Association, who shall be the Owners of the Property. For such purposes, the Association shall have and exercise the following authority and powers:

a. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association, as set forth in the Declaration applicable to the Property and recorded in the office of the public records of Dade County, Florida, and as the same may be amended from time to time as therein provided, as well as the provisions of these Articles and the Bylaws.

b. To fix, levy, collect and enforce payment by any lawful means all Assessments, pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

c. To acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

d. To borrow money and, with the assent of seventy-five percent (75%) of the Members, mortgage, pledge or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred.

e. To dedicate, sell or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

f. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Property, as more fully provided in the Declaration.

g. To act as purchasing agent for goods and services for the Association and for the benefit of the Members of the Association.

h. To make, establish and amend reasonable rules and regulations governing the use of the Property and Common Property.

i. To maintain, repair, replace, operate and manage the Common Property.

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j. To employ personnel, agents or independent contractors to perform the services required for the proper operation of the Common Property.

k. To have and to exercise any and all powers, rights and privileges which a corporation organized under the law of the State of Florida may now or hereafter have or exercise.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, and federal and state law.

ARTICLE VI - MEMBERSHIP

a. Every person or entity who is record owner of a fee or undivided fee interest in any Lot subject to the Declaration, including Centex Homes, a Nevada general partnership ("Declarant") shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

b. The transfer of the membership of any Owner shall be established by the recording in the public records of Dade County of a deed or other instrument establishing a transfer or record title to any Lot for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

c. The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

ARTICLE VII - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

(1) Class A. Class A Members shall be all Owners, with the exception of Declarant while the Class B Membership exists. Class A Members shall be entitled to one vote for each Lot owned, but shall have no voting rights until Turnover. When more than one person holds an interest

in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot, unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust, or other entity (with the exception of Declarant), such entity shall be subject to the applicable rules and regulations contained in these Articles and Bylaws.

(2) Class B. The Class B Member shall be the Declarant who shall be entitled to the sole right to vote in Association matters until the occurrence of the earlier of the following events ("Turnover"):

- (a) Three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Class A Members.
- (b) Such earlier date as Declarant, in its sole discretion, may determine in writing.

After Turnover, the Class A Members may vote to elect the majority of the members of the Board. After Turnover, the Declarant may appoint the minority members of the Board (or at least one (1) Director) for so long as the Declarant owns at least five (5%) percent of the Lots within the Property. After Turnover, the Declarant shall be a Class A Member with respect to the Lots which it owns and shall have all the rights and obligations of the Class A Members, except that it may not cast its votes for the purpose of acquiring control of the Association or selecting the majority of the members of the Board.

Whenever in these Articles, the Declaration or the Bylaws, the approval of a majority or a specified percentage of the Owners or Members is required, the approval shall be deemed given if the Owners or Members holding the majority or specified percentage of the votes at a duly noticed meeting at which a quorum is present, in person or by proxy, approve the matter or alternatively, if the Owners or Members holding the majority or specified percentage of all votes give their written approval.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association, provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) not more than five (5), all as more fully described in the Bylaws. The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

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<u>Name</u>	<u>Address</u>
Leona Hammond	2541 Metrocenter Blvd., Suite 1 West Palm Beach, Florida
Bill Brazill	2541 Metrocenter Blvd., Suite 1 West Palm Beach, Florida
Ivy Seitman	2541 Metrocenter Blvd., Suite 1 West Palm Beach, Florida

Until Turnover, the Board shall consist of Directors appointed by the Class B Member who shall serve until the termination of the Class B Membership.

The Directors shall be elected as provided in the Bylaws. Provided, however, for so long as the Class B Member has the right to appoint the minority of the Directors or at least one Director, the Class B member shall appoint and replace such persons at its sole discretion. Any vacancy on the Board of Directors which is not subject to appointment by the Class B Member may be filled for the unexpired term of the vacated office by the remaining Directors.

ARTICLE IX - TERM OF EXISTENCE

This corporation shall have perpetual existence unless dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE X - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) of each class of Members (then entitled to vote) in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created or for the general welfare of the residents of the county in which the property is located. 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 similar purposes.

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ARTICLE XI - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association, Said officers shall be elected annually by the Board of Directors.

ARTICLE XII - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or repealed in the manner set forth in the Bylaws.

ARTICLE XIII - AMENDMENTS

Until Turnover, Declarant reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Association shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto, provided, however, that any such amendment shall require the assent of persons holding seventy-five percent (75%) of the votes and provided, further, that no amendment shall conflict with any provisions of the Declaration. After Turnover, the consent of any Institutional Mortgagees shall be required for any amendment to these Articles which impairs the rights, priorities, remedies or interest of such Institutional Mortgagees, and such consent shall be obtained in accordance with the terms and conditions, and subject to the time limitations, set forth in the Declaration. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of Dade County, Florida.

ARTICLE XIV - INDEMNIFICATION

This Association shall indemnify any and all of its current or former directors, officers, employees or agents to the fullest extent permitted by applicable law. Said indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative and any appeals thereof to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a director, officer, employee or agent as herein provided. The foregoing right of indemnification shall not be exclusive of any other rights to which any matter of law or which he may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

ARTICLE XV - SUBSCRIBER

The name and address of the Subscriber of the corporation is:

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Robert L. Crane, Esq.
Boose Casey Ciklin Lubitz Martens McBane & O'Connell
515 North Flagler Drive, Suite 1800
West Palm Beach, Florida 33401

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 29th day of December, 1998



Robert L. Crane


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**CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

DORAL GARDENS HOMEOWNERS' ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal place of business in the City of Boca Raton, County of Palm Beach, State of Florida, has named Paul Valyo, as its agent to accept service of process within Florida.


INCORPORATOR
Print Name: ROBERT L. CRANE

Date: 12/29/98

Having been named to accept service of process for the above named corporation at 22151 Shorewind Dr, Boca Raton, Florida 33428, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

[NAME]


Print Name: Paul Valyo

Dated: Dec. 22, 1998

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