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FLORIDA NON-PROFIT CORPORATION

FLIGHTWAY CORPORATE PARK CONDOMINIUM ASSOCIATION, IN

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ARTICLES OF INCORPORATION

FLIGHTWAY CORPORATE PARK CONDOMINIUM ASSOCIATION, INC.

(a Florida Corporation Not-for-Profit)

In order to organize a corporation not for profit under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby associate myself into a corporation not-for profit for the purposes and with the powers hereinafter set forth and to that end, do make and subscribe to the following Articles of Incorporation:

ARTICLE I

DEFINITIONS

The terms contained in these Amended Articles which are contained in Chapter 718, Florida Statutes (the "Condominium Act") shall have the meaning of such terms set forth in such Act, and the following terms shall have the following meanings:

- (a) "Articles" means these Articles of Incorporation.
- (b) "Association" means FLIGHTWAY CORPORATE PARK CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit.
- (c) "Board" means the Board of Directors of the Association.
- (d) "By-Laws" means the By-Laws of the Association.
- (e) "Condominium" means that form of ownership of real property which is created pursuant to the provisions of F.S. Chapter 718, which is comprised of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in common elements and is the name by which the Condominium Property may be identified herein.
- (f) "Condominium Documents" means the Declaration, these Articles, the By-Laws and any document or instrument referred to or contemplated by the foregoing documents.
- (g) "Condominium Property" means the land, all improvements thereon, and all personal property used in connection therewith, which are submitted to condominium ownership under the Declaration, and as are more particularly described therein, and all easements and rights appurtenant thereto.
- (h) "Declaration" means the Declaration of Condominium of the Condominium, together with all Exhibits and Amendments thereto.

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(i) "Developer" means MEGASTRON, INC., a Florida corporation, and the successors and assigns of the rights thereof under these Articles; provided, however, an Owner shall not solely by the purchase of a Unit be deemed a successor to or assignee of the rights of Developer under these Amended Articles unless such owner is specifically so designated as a successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Developer.

(j) "Institutional First Mortgagee" means any commercial bank; savings bank; savings and loan association; life insurance company; federal agency; corporation or association; any affiliate or subsidiary of any of the foregoing; Developer; and any successors or assigns of any of the foregoing if and as long as the respective entity holds a first mortgage on a Unit.

(k) "Member" means member of the Association, including Developer, so long as Developer owns a unit.

(l) "Owner" means the owner of a Unit, including Developer, so long as Developer owns a Unit.

(m) "Rules" means the existing rules and regulations attached to the By-Laws as Schedule "A" as well as any which may be duly promulgated by the Board pursuant to its powers under any of the Condominium Documents.

(n) "Unit" means a "unit", as defined in the Condominium Act, which is part of the Condominium Property.

ARTICLE II NAME AND ADDRESS FOR PRINCIPAL OFFICES

The name of the Association shall be FLIGHTWAY CORPORATE PARK CONDOMINIUM ASSOCIATION, INC. The address in which the principal office will operate is: C/O HAYDEE CEBALLOS, C.P.A.
354 SEVILLA AVENUE, CORAL GABLES, FLORIDA 33134.

ARTICLE III PURPOSE OF ASSOCIATION

The purpose of the Association is to administer, manage and operate the Condominium Property.

ARTICLE IV POWERS

In furtherance of the foregoing purposes, the Association shall have the following powers:

(a) All of the common law and statutory powers of a Florida corporation not for-profit which are not in conflict with the Condominium Act or the terms and conditions of the Condominium Documents;

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(b) All of the powers of a condominium association under the Condominium Act and all of the powers granted to the Association under any of the Condominium Documents;

(c) All of the powers reasonably necessary to implement the purposes of the Association set forth in these Amended Articles and in any of the Condominium Documents, including but not limited to the following powers, which powers will be exercised in accordance with the Condominium Act and the Condominium Documents:

(i) To make, establish, amend and enforce reasonable rules and regulations governing the Condominium and the use of any Condominium Property:

(ii) To make, levy, collect and enforce assessments against Owners to provide funds to pay for the expenses of the Association and the administration, management, operation and maintenance of the Condominium Property and to use and expend the proceeds of such assessments in the exercise of the powers and duties of the Association;

(iii) To administer, manage and operate the Condominium and to maintain, repair and replace Condominium Property:

(iv) To construct and reconstruct Condominium Property in the event of casualty or other loss;

(v) To enforce by legal means the provisions of the Condominium Documents;

(vi) To employ personnel, retain independent contractors and professionals, and enter into any supply, service, management or other agreements and contracts consistent with the purposes of the Association to assist the Association in the administration, management and operation of the Condominium and the Association and the maintenance, care and repair of Condominium Property.

ARTICLE V MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership, and the manner of voting by Members shall be as follows:

(a) Until such time as Developer conveys all of the Condominium Units, the membership of this Association shall be comprised solely of the owners of Condominium Units conveyed by Developer and Developer as to the Condominium Units still owned by Developer. Each of the Condominium Unit Owners, and Developer as to the Condominium Units still owned by Developer shall be entitled to cast one vote on all matters requiring a vote of the membership.

(b) Upon the conveyance by Developer of each Condominium Unit, each and every Owner (and only Owners), including Developer as to the Condominium Units still owned by Developer, shall be entitled to be Members and to exercise all of the rights and privileges of Members.

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(c) Membership in the Association for Owners other than Developer shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of an instrument of acquisition amongst the Public Records of Dade County, Florida. Where title to a Unit is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Unit shall not be a Member unless and until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

(d) No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Unit.

(e) Any Member who conveys or loses title to a Unit by sale, gift, bequest, judicial decree or otherwise shall immediately upon such conveyance or loss of title no longer be entitled to be a Member, and shall lose rights and privileges of a Member of the Association.

(f) Each Member or Members owning a Unit shall be entitled to one vote for each and every Unit owned by the Member or Members. If there is one Member with respect to a Unit, such Member shall be entitled to one vote. If there is more than one Member with respect to a Unit as a result of the fee interest in such Unit being held by more than one person, such Members collectively shall be entitled to only one vote. The vote of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit, or, if appropriate, by a property designated officer, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Unit shall not be considered for any purpose.

ARTICLE VI TERM

The term for which the Association is to exist shall be perpetual.

ARTICLE VII SUBSCRIBERS

The Developer, MEGASTRON, INC., a Florida Corporation, C/O: HAYDEE CEBALLOS, C.P.A., 354 Sevilla Avenue, Coral Gables, Florida 33134, is the subscriber to these Articles of Incorporation.

ARTICLE VIII OFFICERS

8.1 The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer, and, if elected by the Board, an Assistant Secretary, an Assistant Treasurer and such other officers and assistant officers

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as may be assigned by the Board, all of which officers shall be subject to the directions of the Board.

8.2 The Board shall elect officers of the Association annually at the first meeting of the Board. Officers may be removed by the Board in the manner provided in the By-Laws and such officers may be replaced or additional officers elected as the Board shall from time to time determine. No officer of the Association needs to be a Director. The same person may hold two offices.

ARTICLE IX
PRESENT OFFICERS

The names of the officers who are serving at this time are as follows:

President	HAYDEE CEBALLOS, C.P.A.
Secretary	HAYDEE CEBALLOS, C.P.A.

ARTICLE X
BOARD OF DIRECTORS

10.1 The number of persons constituting the Board shall initially be three. All directors shall be Members.

10.2 The names and addresses of the persons who are now serving as directors are as follows:

NAMES:	ADDRESSES:
JOSUE DIMAS DE MELO PIMENTA	ALL C/O: HAYDEE CEBALLOS, C.P.A.
HAYDEE CEBALLOS, C.P.A.	354 SEVILLA AVENUE
VALTER JOSE FRANCISCO	CORAL GABLES, FLORIDA 33134

10.3 The First Board shall serve until the earliest to occur of the following events:

(a) The sending by Developer to the Association and to each Member of a written notice that Developer voluntarily relinquishes its right to continue to designate any of the members of the Board; or

(b) Developer no longer holds for sale in the ordinary course of business at least five percent (5%) of the Units.

10.4 Developer reserves the right to designate and elect successor directors to serve on the First Board upon the resignation or removal of directors from the First Board for so long as the First Board is to serve, provided, however, the Members other than Developer shall have such right of designation and election to the extent set forth in Sections 10.5 and 10.6 immediately following.

10.5 The Members other than Developer shall have the right to elect one-third (1/3) of the members of the Board after such Members own fifteen percent (15%) or more of the Units.

10.6 The Members other than Developer shall have the right to

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elect a majority of the members of the Board following the earliest to occur of the following events (the "Turnover Date"):

(a) Three years after fifty percent (50%) of the Units have been conveyed by Developer; or

(b) Three (3) months after ninety percent (90%) of the Units have been conveyed by Developer; or

(c) When some of the Units have been conveyed by Developer and none of the others are being offered for sale by the Developer in the ordinary course of business.

10.7 Upon the occurrence of an event giving rise to the right of the Members other than Developer to elect a member of the Board under Paragraph 10.5 and 10.6 above, or upon the right of the Members to elect a majority of the Board on the Turnover Date, the Members shall elect such directors at a special meeting called by the Board for such purpose. Notice of such meeting shall be forwarded to all Members within sixty (60) days after Members are so entitled to elect such directors and the Members shall be given at least thirty (30) but not more than forty (40) days notice of such meeting. The term of any member of the Board who has been elected by Members shall extend until the next annual meeting of the Members and until a successor is duly elected by such Members and qualified.

10.8 After the termination of the First Board, the Board shall serve until the next annual meeting of the Members, whereupon the Members shall elect all of the directors to serve on the Board in accordance with the By-Laws, and the Board shall continue to be so elected at subsequent annual meetings of the Members.

ARTICLE XI BY-LAWS

The By-Laws shall be made and adopted by the First Board, and thereafter may be altered, amended or rescinded by a majority of the Board and a majority of the Members present at a meeting of each of such bodies in the manner provided for in the By-Laws.

ARTICLE XII AMENDMENT

12.1 There is no 12.1.

12.2 After the conveyance by Developer of all of the Condominium Units, these Articles may be amended in the following manner:

An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be a vote of Members owning

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two-thirds (2/3) or more of the Units represented at a meeting of the Members at which a quorum is present, and approval by the Board must be by two-thirds (2/3) of the directors present at a meeting of the directors at which a quorum is present.

12.3 Notwithstanding any provision of this Article XII to the contrary, these Amended Articles shall not be amended in any manner which shall abridge, amend or alter the rights or priorities of any Institutional First Mortgagee or Developer, without the prior written consent to such amendment of such Institutional First Mortgagee.

12.4 Notwithstanding any provision of this Article-Xil to the contrary, these Amended Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in any other Condominium Documents, as the same may be amended from time to time in accordance with the respective provisions hereof.

12.5 Any instrument amending these Amended Articles shall identify the particular Section or Sections being amended and give the exact language of such amendment. A certified copy of each of such amendments shall be attached to any certified copy of these Amended Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of Dade County, Florida.

ARTICLE XIII INDEMNIFICATION

The Association shall indemnify any officer or director, or any former officer or director, to the fullest extent permitted under law. Without limiting the foregoing, each and every director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorneys fees at all trial and appellate levels reasonably incurred by or imposed upon him in connection with any threatened, pending or completed proceeding or litigation, or any settlement in which he is a party, by reason of his being or having been an officer of the Association and the foregoing provision for indemnification shall apply whether or not such a person is a director or officer at the time such cost, expenses or liability is incurred. Notwithstanding the foregoing, in the event a director or officer admits or is adjudged guilty of unlawful conduct or liable for gross negligence or willful malfeasance in the performance of his duties, the indemnification provisions of this Article XIII shall not apply.

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IN WITNESS WHEREOF, MEGASTRON, INC., a Florida Corporation, being the Subscriber, has hereunto affixed its signature this 13TH day of JULY, 1999.

Signed, sealed and delivered
in the presence of:

MEGASTRON, INC., a Florida
Corporation

Atkos
Mary Gomez

x Haydee Ceballos
By: HAYDEE CEBALLOS,
President

x Haydee Ceballos
Attested by: HAYDEE CEBALLOS,
Secretary

STATE OF FLORIDA)

S.S.

COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared HAYDEE CEBALLOS, as President and Secretary of MEGASTRON, INC., a Florida Corporation, to me well known to be the person described in and who executed the foregoing instrument and severally acknowledged before me that she executed such instrument as President and Secretary of MEGASTRON, INC., a Florida Corporation, with due and regular authority to execute said instrument as the free act and deed of said Corporation.

WITNESS my hand and official seal, at said County and State, this 13TH day of July, 1999.

Mary Gomez
NOTARY PUBLIC, STATE OF FLORIDA,
AT LARGE

My commission expires:



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CERTIFICATE DESIGNATING AGENT AND PLACE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE

Pursuant to Chapter 48.901 and 607.034 Florida Statutes, the following is submitted:

FLIGHTWAY CORPORATE PARK CONDOMINIUM ASSOCIATION, INC., a Non-Profit Corporation under the laws of the State of Florida, with its principal place offices as indicated in the Amended Articles of Incorporation, designates HAYDEE CEBALLOS, C.P.A., 354 SEVILLA AVENUE, CORAL GABLES, FLORIDA 33134, as its Agent to accept service of process within this State.

Having been designated as the Registered Agent for the above stated corporation, I hereby accept the position, agree to act in this capacity and to comply in full with the provisions of said Statute and acknowledge that I am familiar with, and accept, the obligation set out in Chapter 607.325, Florida Statutes.

x Haydee Ceballos
HAYDEE CEBALLOS, C.P.A.
Registered Agent

The registered agent and street address of the registered office, place of business, or location for the service of process within this State is as follows: HAYDEE CEBALLOS, C.P.A., 354 SEVILLA AVENUE, CORAL GABLES, FLORIDA 33134.

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME personally appeared HAYDEE CEBALLOS, C.P.A., to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

PERSONALLY KNOWN (xx) WHO TOOK AN OATH (xx)

WITNESS my hand and official seal, this 13th day of JULY, 1999.

Mary Gomez
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

MY COMMISSION EXPIRES:



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