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FLORIDA PROFIT/NON PROFIT CORPORATION

LAKESHORE RESERVE CONDOMINIUM ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF

LAKESHORE RESERVE CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not for Profit)

We the undersigned, being natural persons competent to contract, for the purpose of forming a corporation not for profit under the laws of the State of Florida, do hereby adopt, subscribe and acknowledge the following Articles of Incorporation (as the same may be amended or otherwise modified from time to time, the "Articles") :

ARTICLE I. NAME AND ADDRESS

The name of the corporation shall be Lakeshore Reserve Condominium Association, Inc. (hereinafter referred to as the "Association"). The street and mailing address of the principal office of the Association is c/o Marriott Resorts Hospitality Corporation, 6649 Westwood Boulevard, Orlando, Florida 32821-6090.

ARTICLE II. DEFINITIONS

All terms used in these Articles have the same meanings provided in the Declaration of Condominium for Lakeshore Reserve Condominium (as the same may be amended or otherwise modified from time to time, the "Declaration"), unless these Articles specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE III. TERM OF EXISTENCE

The Association shall exist for the life of Lakeshore Reserve Condominium (the "Condominium"). The Association shall be terminated by the termination of the Condominium in accordance with the Declaration. Corporate existence shall commence with the filing of these Articles with the Secretary of State of the State of Florida.

ARTICLE IV. PURPOSE

The purpose for which the Association is organized is to act as the governing association of the Condominium, and for any other lawful purpose.

ARTICLE V. POWERS

The Association shall have all common law and statutory powers permitted a corporation not for profit under Florida law that are not in conflict with these Articles, together with such additional specific powers as are contained in the Declaration and the Bylaws of the Association. All funds and title to all property acquired by the Association, together with the proceeds thereof, shall be held only for the benefit of the members of the Association in accordance with the provisions of the Condominium Documents.

ARTICLE VI. QUALIFICATION OF MEMBERS, THE MANNER OF THEIR ADMISSION, AND VOTING

Section 1. The Incorporators (as named in Article VII) constitute the sole members of the Association until the recording of the Declaration naming the Association as the condominium association thereunder. Upon the recording of the Declaration, Marriott Ownership Resorts, Inc., its successors and/or assigns (hereinafter referred to as "Developer"), shall hold all memberships in the Association. At the time of closing of each transaction for the purchase of a Unit or a Timeshare Estate in the Condominium, the Owner thereof shall become a member of the Association. As and if additional phases are added to the Condominium, Developer shall initially hold all new memberships created thereby until transfer to a third party as provided hereinabove.

Section 2. Ownership of a Unit or Timeshare Estate in the Condominium shall be a prerequisite to exercising any rights as a member of the Association. Ownership may be held by one or more individuals or by a corporation, partnership, trust or any other appropriate legal entity with the power to hold title.

Section 3. Membership in the Association shall terminate upon the termination of the Condominium or upon transfer of ownership of such member's Unit or Timeshare Estate, provided such transfer is permitted under the provisions of the Declaration and the Bylaws. The transferor's membership shall automatically transfer and be vested in the new Owner succeeding to the ownership interest in the Unit or Timeshare Estate, subject to a lien thereon for all unpaid assessments, charges and expenses. The Association may rely upon evidence of a recorded deed as evidence of the transfer of ownership and thereupon terminate the transferor's membership in the Association and recognize the membership of the transferee.

Section 4. An Owner shall be entitled to one (1) vote for each Timeshare Estate with usage on a Unit Week basis (one-half (1/2) vote for each Timeshare Estate with usage on a Biennial Unit Week basis). The Owner of a Unit not committed to the Timeshare Plan shall be entitled to fifty-two (52) votes. Owners of Commercial Units are not entitled to any votes.

ARTICLE VII. INCORPORATORS

The names and addresses of the Incorporators of the Association (the "Incorporators") are as follows:

<u>Name</u>	<u>Address</u>
Sandy Leandro	6649 Westwood Boulevard Orlando, FL 32821
Jennifer McAllister	6649 Westwood Boulevard Orlando, FL 32821
Brad Bradford	6649 Westwood Boulevard Orlando, FL 32821

ARTICLE VIII. BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed and conducted by a Board of Directors (hereinafter, the "Board"). The number, terms of office and provisions regarding election, removal and filling of vacancies on the Board shall be as set forth in the Bylaws of the Association.

Section 2. The initial Board shall consist of three (3) persons. The names of the initial Board members, who shall hold office until their successors have been duly elected and qualified in accordance with the Bylaws, are as follows: Sandy Leandro, Jennifer McAllister and Brad Bradford.

ARTICLE IX. OFFICERS

The officers of the Association shall consist of a president, a vice president, a secretary/treasurer and such other officers as the Board may from time to time deem appropriate. The officers of the Association shall be elected by the Board at each annual meeting of the Board, and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting of the Board by the affirmative vote of a majority of the members of the Board, with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

The names of the initial officers who shall serve until the first election are:

<u>Name</u>	<u>Office</u>
Sandy Leandro	President
Jennifer McAllister	Vice President
Brad Bradford	Secretary and Treasurer

ARTICLE X. BYLAWS

The Bylaws of the Association are to be made or approved by the initial Board and thereafter may be amended, altered, modified or rescinded as set forth in the Bylaws and as permitted by law.

ARTICLE XI. AMENDMENTS TO THE ARTICLES OF INCORPORATION

Section 1. Amendments to these Articles shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of a majority of the entire membership of the Board, and no meeting of the members of the Association nor any approval thereof is required, unless such meeting or approval is required by the Declaration or by Florida law.

(c) After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the Board or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than a majority of all the directors and by not less than a majority vote of all of the voting interests of the Association. Any number of amendments may be submitted to the members of the Association and voted upon by them at one meeting.

(d) An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Orange County, Florida.

(e) Notwithstanding the provisions of this Article XI, these Articles may be amended by the Developer (without the consent or approval of the Board or Association members) as may be required by any governmental entity; as may be necessary to conform these Articles to any governmental statutes; or as the Developer may deem appropriate, in its sole discretion, to carry out the purposes of the project and to expand or enhance the Timeshare Plan.

Section 2. Notwithstanding anything herein to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all of the members, and the consent of all record holders of mortgages upon any Condominium Property or upon any property held by the Association to the extent that such amendments adversely affect the priority of the mortgagee's lien or the mortgagee's rights to foreclose its lien or that otherwise materially affects the rights and interests of the mortgagee. No amendment shall be made that is in conflict with Chapter 718, Florida Statutes, Chapter 721, Florida Statutes, or the Declaration.

No amendment that affects the rights and privileges provided to the Developer in Chapter 718, Florida Statutes, Chapter 721, Florida Statutes, or the Condominium Documents shall be effective without the prior written consent of the Developer.

ARTICLE XII. ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. This corporation is organized on a non-stock basis, no dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors or officers. The Association may pay compensation in a reasonable amount to its members, directors or officers for services rendered, and may confer benefits upon its members as permitted by law. No such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Any assessments or fees collected by the Association, or by any managing entity acting on behalf of the Association, are held for the benefit of the members of the Association and shall not be considered income of the Association.

Section 4. Where the context of these Articles permits, the use of plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 5. Should any paragraph, sentence, phrase or portion thereof, of any provision of these Articles or of the Bylaws or rules and regulations promulgated thereunder be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts thereof or of the remaining instruments or the application of such provisions to different circumstances.

Section 6. To the extent permitted by applicable law, the Association shall indemnify every director and every officer of the Association, together with his/her heirs, executors and administrators, against all loss, cost and expense, including attorneys' fees, reasonably incurred by or imposed upon him/her in connection with any action, suit or proceeding to which he/she may be made a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, except as to matters wherein the director or officer shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct in the performance of his/her duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII. REGISTERED AGENT

The name and address of the initial registered agent for the service of process upon the Association is:

Prentice-Hall Corporation System, Inc. -Tallahassee
1201 Hays Street
Tallahassee, FL 32301-2607

The above address is also the address of the registered office of the Association.

IN WITNESS WHEREOF, the subscribing Incorporators have hereunto set their hands and caused these Articles of Incorporation to be executed this 17th day of July, 2008.

Sandy Leandro
Sandy Leandro, Incorporator

Jennifer McAllister
Jennifer McAllister, Incorporator

Brad Bradford
Brad Bradford, Incorporator

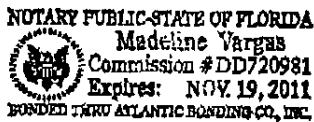
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17th day of July, 2008, by Sandy Leandro, Jennifer McAllister, and Brad Bradford, as Incorporators of Lakeshore Reserve Condominium Association, Inc. They are personally known to me.

Madeline Vargas
(Signature of Notary Public)

Madeline Vargas
(Print, Type, or Stamp Commissioned Name of Notary Public)



ACCEPTANCE BY AGENT

Having been designated as registered agent to accept service of process for Lakeshore Reserve Condominium Association, Inc., within the State of Florida, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Carina L. Dunlap 7-22-08
(Signature of Registered Agent) (Date)

If signing on behalf of an entity:

**Carina L. Dunlap
Asst. Vice President**

(Typed or Printed Name) (Capacity)

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