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FLORIDA NON-PROFIT CORPORATION

GOLDEN ABY CLUB CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

OF

GOLDEN BAY CLUB CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, associate for the purpose of forming a corporation not for profit under Chapter 718, Florida Statutes, and certify as follows:

ARTICLE I - NAME

The name of the corporation shall be GOLDEN BAY CLUB CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as "the Association."

ARTICLE II - PURPOSE

The purpose for which the Association is organized is the operation of GOLDEN BAY CLUB CONDOMINIUM, which Condominium is created or to be created pursuant to Chapter 718 of the Florida Statutes, and is located in Dade County, Florida.

ARTICLE III - POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

3.2 The Association shall have all the powers and duties set forth in the Condominium Act and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration of Condominium as presently drafted and as it may be amended from time to time, including but not limited to the following:

Prepared By:
Mark E. Roussio
Florida Bar Number: 894583
ROTH, ROUSSIO & BENJAMIN, P.A.
2875 NE 191ST STREET PH 3A
Aventura, Florida 33180
Phone Number: (305)466-0022
Fax Number: (305)466-9998

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a) Assess. To make and collect assessments against members as Unit owners to defray the costs, expenses, and losses of the Condominium.

b) Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

c) Maintain. To maintain, repair, replace and operate the Condominium property.

d) Insure. To purchase the insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit owners, as well as liability insurance for the protection of Directors of the Association.

e) Reconstruct. To reconstruct improvements after casualty and further improve the Condominium property.

f) Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the Condominium.

g) Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles and the By-Laws and Rules and Regulations of the Association for the use of the property in the Condominium.

h) Manage. To manage or contract for the management and maintenance of the Condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

i) Employ. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

j) Payment of Taxes and Liens. To pay taxes and assessments which are liens against any part of the Condominium (other than individual Units and the appurtenances thereto which are not owned by the Association).

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k) Utilities. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not the obligation of owners of individual Units.

3.3 The Association shall have the power to purchase Units in the Condominium, and to hold, lease, mortgage and convey the same.

3.4 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.5 The Association shall make no distribution of income to its members, directors or officers. The Association may, however, pay reasonable salaries and/or other compensation to employees. With the approval of the members present at a membership meeting, officers and directors may be employed by the Association and be paid reasonable salaries.

3.6 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium.

ARTICLE IV - MEMBERS

4.1 The members of the Association shall consist of all the record owners of the Condominium Units; and in the event of termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns. If a Unit is owned by a corporation, partnership or more than one individual (in whatever capacity) the voting member shall be determined in the manner specified by the By-Laws.

4.2 After the transfer of the ownership of a Unit, change of membership in the Association shall occur upon recording in the Public Records of the county in which the Condominium is situated, a deed or other instrument transferring record legal title to a Unit in the Condominium. The transferee(s) designated by such instrument thus automatically become(s) a member of the Association and the membership of the transferor is terminated.

ARTICLE V - DIRECTORS

5.1 The affairs of the Association shall be managed by a Board of Directors consisting of 3 Directors for as long as the Developer is entitled to appoint any Director(s). Thereafter, the size of the Board shall be increased to 5 Directors.

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5.2 All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-Laws shall be exercised exclusively by the officers, subject only to approval by Directors or Unit owners when that is specifically required.

5.3 Subject to the Developer's right to appoint Directors, members of the Board of Directors shall be elected at the annual meeting of the Association members in the manner specified in the By-Laws. Such Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

5.4 The initial Directors named herein shall serve at the pleasure of the Developer. They and any Director appointed by the Developer as a replacement may be removed by the Developer with or without cause. The Developer shall have the right to appoint all Directors which the membership is not entitled to elect. The membership shall not be entitled to elect.

5.5 When Unit owners other than the Developer own fifteen (15%) percent or more of the Units, the Unit owners other than the Developer shall be entitled to elect no less than one third of the Directors.

a) Unit owners other than the Developer are entitled to elect not less than a majority of the Directors on the first to occur of the following:

1) Three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

2) Three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

3) When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

5) Seven (7) years after recordation of the Declaration of Condominium. The Developer is entitled to elect at least one member of the board of administration of the Association

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as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent, in condominiums with fewer than 500 units, and two (2%) percent, in condominiums with more than 500 units, of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit owner except for purposes of requiring control of the Association or selecting the majority members of the board of administration.

b) Unit owners other than the Developer are entitled to elect all of the Directors at such time as the Developer no longer holds for sale in the ordinary course of business at least 5% of the Units in the Condominium.

5.6 Upon the election of a Director or Directors by Unit owners other than the Developer, the Developer shall by letter designate the Developer-appointed Director who is to be replaced. Until such time as the letter is received by the Board, the Director(s) elected by Unit owners other than the Developer shall have the power to designate an appropriate number of Developer-appointed Directors who shall not be entitled to vote at meetings of the Board.

5.7 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| <u>Name</u> | <u>Address</u> |
|---------------------|---|
| Lauris B. Boulanger | 1986 N.E. 149th Street North Miami Beach, FL 33181 |
| Kimberly Kirschner | c/o Kirschner Realty International, Inc. 17044 Collins Avenue N. Miami Beach, FL 33160 |
| Hernan Vergara | c/o Kirschner Realty International, Inc. 17044 Collins Avenue N. Miami Beach, FL 33160 |

5.8 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

a) Assessment of the Developer as a Unit owner for capital improvements.

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b) Any action by the Association that would be detrimental to the sale of Units by the Developer. However, an increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental to the sale of Units.

ARTICLE VI - OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The offices of secretary and treasurer may be held by one person. The president and the secretary may not be residents of the same Unit. The names of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

| | |
|-----------------|--------------------|
| President: | Lauris Boulanger |
| Vice President: | Kimberly Kirschner |
| Secretary: | Kimberly Kirschner |
| Treasurer: | Lauris Boulanger |

ARTICLE VII - REGISTERED OFFICE AND AGENT

the street address of the initial principal office of the Corporation shall be:

17044 Collins Avenue
North Miami Beach, FL 33160

The initial registered office address of the corporation shall be: 2875 N.E. 191 St. PH 3A Aventura, Florida 33180.

The name of the Corporation's initial registered agent located at, shall be: 2875 N.E. 191 St. PH 3A Aventura, Florida 33180.

Mark E. Rousso

ARTICLE VIII - INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding in which he may be a party or in which he may become involved by reason of his being or having been a Director or

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officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except with regard to expenses and liabilities incurred for breach of a fiduciary duty to the Association or any of its members.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE IX - BY-LAWS

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

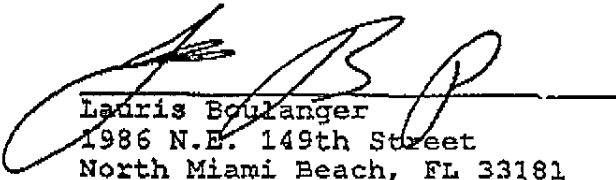
ARTICLE X - AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the manner provided in the Declaration of Condominium for the condominium. No amendment to the Declaration, including the Articles of Incorporation and By-Laws of the Association and the other exhibits thereto, shall be made that would limit or prejudice the rights and priorities of the Institutional Mortgagee, nor shall any amendment be adopted that would modify any provision of the Declaration or the exhibits thereto which is for the benefit of the Institutional Mortgagee, without the prior written consent of the Institutional Mortgagee.

ARTICLE XI- TERM

The term of the Association shall be perpetual


IN WITNESS WHEREOF, these Articles of Incorporation have been executed by the undersigned Subscriber and Incorporator on this 9 day of FEBRUARY, 1999.


Lauris Boulanger
1986 N.E. 149th Street
North Miami Beach, FL 33181

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Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida, relative to keeping open said office.

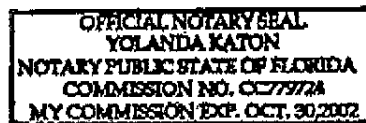

 Mark E. Rouso
 Registered Agent

STATE OF FLORIDA)
 COUNTY OF DADE)

9th THE FOREGOING INSTRUMENT was acknowledged before me this February day of February, 1999, by Lauris Boulanger, as a Subscriber and Incorporator of the above and foregoing Articles of Incorporation of GOLDEN BAY CLUB CONDOMINIUM ASSOCIATION, INC. He is personally known to me or has produced _____ as identification and did not take an oath.

My commission expires:


 Notary Public
 Print Name _____



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