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June 19, 2001

State of Florida
Secretary of State
Division of Corporations
New Corporate Filings
P.O. Box 6327
Tallahassee, Florida 32314

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RE: Incorporation of HARBOR BAY RETIREMENT VILLAGE CONDOMINIUM
ASSOCIATION, INC.

Dear Sir or Madam:

Enclosed for filing please find the original and one copy of the Articles of Incorporation of "HARBOR BAY RETIREMENT VILLAGE CONDOMINIUM ASSOCIATION, INC." together with the designation and acceptance of registered agent. Also enclosed is our client's check in the amount of \$78.50 to cover the filing fees for same plus the cost of a Certificate of Status. Upon completion, kindly forward the certificate to our office in the self-addressed stamped envelope enclosed for your convenience.

If you have any questions, please contact the undersigned at the number shown above. Thank you for your attention to this matter.

Sincerely,

Christine A. Oweis

CHRISTINE A. OWEIS
Paralegal to Paul L. Wean, Esquire

CAO/fms
Enclosure

cc: Harbor Bay Retirement Village Condominium Association, Inc.

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01 JUN 22 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

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**ARTICLES OF INCORPORATION OF
HARBOR BAY RETIREMENT VILLAGE
CONDOMINIUM ASSOCIATION, INC.**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE 1
NAME AND DEFINITIONS**

The name of the corporation shall be HARBOR BAY RETIREMENT VILLAGE CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

**ARTICLE 2
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, for the operation of Harbor Bay Retirement Village, a Condominium, on real property situated in Osceola County, Florida (the County), to be more particularly described in the Declaration of Condominium (the Declaration) for Harbor Bay Retirement Village, a Condominium. When completed, Harbor Bay Retirement Village, a Condominium will consist of twenty-eight (28) Condominium Units, all of which will ultimately be operated and administered by this Association. Each Unit shall contain three (3) Apartments, which may not be conveyed separately from the Unit in which they are contained. Where defined therein, terms contained herein shall have the meaning set forth in the Declaration.

**ARTICLE 3
POWERS**

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

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the Condominium Act) as it exists on the date of the recording of the Declaration, and all of the powers and duties reasonably necessary

to operate the Condominium pursuant to the Declaration, as the Declaration may be amended from time to time, including those powers and duties set forth in these Articles and the Bylaws and those set forth in the Declaration of Condominium, if not inconsistent with the Condominium Act, and including but not limited to the following:

(a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, including late charges and interest, not to exceed the maximum rates allowed by law.

(b) To use the proceeds of Assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for condominium use, and to pledge, mortgage, encumber and to sell or otherwise dispose of any property so acquired.

(d) To maintain, repair, replace and operate the Condominium Property and property acquired or leased by the Association for use by Unit Owners and Residents.

(e) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements of the Condominium Property.

(g) To make and amend reasonable Rules and Regulations respecting the use and appearance of the property in the Condominiums, including the Units and Apartments.

(h) To enforce by legal means the provisions of the Condominium Act (Chapter 718, Florida Statutes), the Declarations of Condominium, these Articles, the Bylaws of the Association and the Rules and Regulations for the use of the property in the Condominium, and incidental thereto to promulgate and amend from time to time a standard form of lease for use between the Unit Owners and Residents of Apartments, and to take all appropriate and lawful actions necessary to compel its use, including the imposition of fines.

(i) To operate and manage the Condominium within the purpose and intent of the Declarations of Condominium, and the Condominium Act and to contract for the management of the Condominium. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act and the Association shall not delegate any powers or duties reserved to the Association by the Condominium Act.

(j) To contract for the management or operation of portions of the Common Elements, Association-owned property susceptible to separate management or

operation, the Common Areas of the Apartments, and to grant leases to portions of the Common Elements or Association Property for this purpose, subject to the provisions of the Condominium Act.

(k) To employ personnel to perform the services required for proper operation of the Condominium, including but not limited to on-site rental, sales and salon services and to purchase a Unit or to lease an Apartment in a Unit within the Condominium from its owner in order to provide living quarters for an agent or manager of the Condominium.

(l) To borrow money for appropriate purposes, with the consent of a majority of the votes cast by the voting members of the Association.

(m) To contract for the operation of, or to operate directly or indirectly, a rental program for the benefit of the members who choose to participate, provided that the cost and expenses incident to the operation of a rental program shall be a Common Expense, provided that the operator of the rental program shall agree with the Board of Directors, if not the Association shall agree to provide such services to any member who wishes to participate pursuant to one or more separate contracts between the program operator and the participating members, and provided further that any agreement between the Board of Directors and a rental program operator shall acknowledge that said agreement shall be terminable with or without cause by vote of a majority of the members.

(o) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

(p) The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the South Florida Water Management District permit number 49-01075-P requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Condominium which relate to the surface water or stormwater management system.

3.3 Purchase of Units. The Association shall have the power to purchase a Condominium Unit of the Condominium and to rent an Apartment within a Unit, provided that such purchase shall be first receive the affirmative approved of not less than a majority of the votes cast by the voting members of the Association, except that no membership approval shall be required to purchase units at foreclosure sales of liens for unpaid Assessments for Common Expenses or to acquire title to Units in lieu of a foreclosure of liens for Assessments for Common Expenses.

3.4 Condominium property. 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 Bylaws.

3.5 Distribution of income. The Association shall make no distribution of income to its net members, directors or officers, provided that this prohibition shall not be construed as to prohibit the payment of funds in the possession of the Association to the members who participate in a lawfully conducted rental program as payment of rental income derived by the rental of the Unit or Apartments owned by the members.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, these Articles and the Bylaws.

ARTICLE 4 MEMBERS

4.1 Membership. The members of the Association shall consist of all of the record owners of Condominium Units in Harbor Bay Retirement Village, a Condominium and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After the transfer or change in the ownership of a unit, the change of membership in the Association shall be established by recording in the public records of the County, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a copy of the recorded instruments. The owner receiving title of the Unit by instrument of transfer will be a member of the Association and the membership of the prior owner will be terminated. In the case of a Unit which is owned by more than one person, all owners of the Unit shall hold the membership jointly, which membership shall be considered as one membership.

4.3 Assignment. The share 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 Unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to one (1) vote for each Unit owned by the member. There shall be twenty-eight (28) votes in the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5 DIRECTORS

5.1 Number and qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws,

but not less than three (3) Directors, and in the absence of that determination shall consist of three (3) Directors. Directors need not be members of the Association.

5.2 Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when that is specifically required by law or by the Declaration of Condominium, these Articles or the Bylaws.

5.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

5.4 Term of first directors. The first Board of Directors of the Association shall serve and be administered in accordance with the following guidelines and procedures:

When Unit Owners other than the Developer own fifteen (15%) percent or more of the Units in a Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

- (a) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (b) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- (c) When all 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;
- (d) 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; or
- (e) Seven (7) years after recordation of the Declaration of Condominium.

Notwithstanding the foregoing, Developer is entitled to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary

course of business at least one Unit. Developer and members of the Association other than Developer, shall have the rights and responsibilities granted by section 718.301, Florida Statutes, as it exists on the date of the recording of the Declaration of Condominium. Notwithstanding any provision herein to the contrary, Developer may at any time relinquish its right to appoint Directors and cause its representatives to resign as Directors. 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 reacquiring control of the Association or selecting the majority members of the Board of Directors.

5.5 First Directors. The name 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:

Patrick B. Kirkland	4360 Chamblee Dunwoody Road Suite 407 Atlanta, GA 30341
Joanna Brooks	Grand Park at Southpark 8517 South Park Circle, Suite 210 Orlando, FL 32819
Vincent Mullarkey	2 Wingate Lane Acton, MA 01720

ARTICLE 6 OFFICERS

The Officers of the Association, their qualifications and duties shall be as described in the Bylaws. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Patrick B. Kirkland	4360 Chamblee Dunwoody Road Suite 407 Atlanta, GA 30341
Treasurer	Joanna Brooks	Grand Park at Southpark 8517 South Park Circle, Suite 210 Orlando, FL 32819
Secretary	Joanna Brooks	Grand Park at Southpark 8517 South Park Circle, Suite 210 Orlando, FL 32819

ARTICLE 7 INDEMNIFICATION

Every Director and Officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party or in which such person may become involved by reason of that person being or having been a Director or Officer of the Association or by reason of that person serving or having served the Association at its request, whether or not that person is a Director or Officer or is serving at the time the expenses are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled. The Association shall have the right, as a Common Expense, to purchase the necessary insurance in order to provide coverage for the indemnification set forth above.

ARTICLE 8 BYLAWS

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

ARTICLE 9 AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner.

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

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at any meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be by not less than a majority of the votes cast by the voting members of the Association. The

forgoing shall not be construed to prevent such amendments to be considered and approved by a written consent without a meeting, if conducted according to applicable law.

9.3 Limitation. No amendment shall make any changes in the qualifications for membership nor in the voting rights of members, nor any changes in sections 3.3 to 3.6 inclusive of Article 3 hereof, entitled "POWERS", without approval in writing by two-thirds (2/3) of all members. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of the Condominium. So long as the Developer retains ownership of any property in the Condominium, no amendment be passed which, in the sole discretion, of the Developer, adversely affects the Developer's rights to market its Units without the Developer's written consent.

9.4 Recording. A copy of each amendment shall be filed with, accepted and certified by the Secretary of the State of Florida and be recorded in the public records of the County.

ARTICLE 10 TERM

The term of the Association shall be perpetual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C. and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 11 OFFICE

The Association shall initially have an office at Grand Park at Southpark, 8517 South Park Circle, Suite 210 Orlando, FL 32819.

ARTICLE 12 SUBSCRIBERS

The names and addresses of the Subscribers to these Articles of Incorporation is as follows:

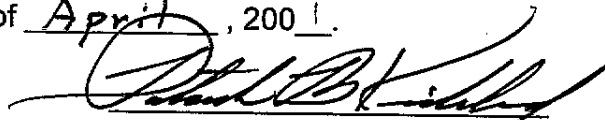
Patrick B. Kirkland	4360 Chamblee Dunwoody Road Suite 407 Atlanta, GA 30341
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Joanna Brooks	Grand Park at Southpark 8517 South Park Circle, Suite 210 Orlando, FL 32819
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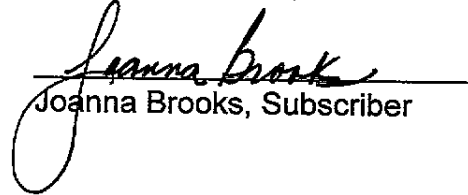
ARTICLE 13
EFFECTIVE DATE

This Corporation shall be effective from the date of filing with the Secretary of State.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this 25th day of April, 2001.



Patrick B. Kirkland, Subscriber



Joanna Brooks, Subscriber

**CERTIFICATE OF DESIGNATION OF
REGISTERED AGENT REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 607.0501 or 617.0501, FLORIDA STATUTES, THE UNDERSIGNED CORPORATION, ORGANIZED UNDER THE LAWS OF THE STATE OF FLORIDA, SUBMITS THE FOLLOWING STATEMENT DESIGNATING ITS REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA.

The name of the corporation is: HARBOR BAY RETIREMENT VILLAGE CONDOMINIUM ASSOCIATION, INC. The name and address of the registered agent and office is:

Joanna Brooks
Grand Park at Southpark
8517 South Park Circle, Suite 210
Orlando, FL 32819

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, 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 relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

DATED: 4/25, 2001

HARBOR BAY RETIREMENT VILLAGE
CONDOMINIUM ASSOCIATION, INC.

By: Joanna Brooks
Joanna Brooks

The State of Florida)
County of Osceola)

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CLERK OF STATE
TALLAHASSEE, FLORIDA

I certify that on this date before me, an officer duly authorized in the state and county named above to take acknowledgments, personally appeared Joanna Brooks, known to me to be the person described herein or having produced a Florida driver's license as identification that she is the person described herein and who executed the foregoing instrument, and she acknowledged before me that she executed the same.

Executed and sealed by me at Orlando, Florida on this 25th day of April, 2001.

Susan A. Case
Notary Public
in and for the State of Florida
Susan A. Case

My commission expires:
[Seal]

