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FLORIDA NON-PROFIT CORPORATION

marquis I of coral way condominium association, inc.

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ARTICLES OF INCORPORATION

FOR

MARQUIS I OF CORAL WAY CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, hereby form this not-for-profit corporation under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and certify as follows:

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ARTICLE I - NAME

The name of the corporation shall be **MARQUIS I OF CORAL WAY CONDOMINIUM ASSOCIATION, INC.** For convenience, the Corporation shall be referred to in this instrument as "the Association."

ARTICLE II - PURPOSES

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, Chapter 718, Florida Statutes, (the "Act") for the operation of that certain condominium located in Miami Beach, Dade County, Florida, and known as MARQUIS I OF CORAL WAY, A CONDOMINIUM. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the condominium units and common elements within that certain Condominium more particularly described in the Declaration of Condominium for MARQUIS I OF CORAL WAY, a Condominium (hereafter, "the Declaration of Condominium"), and to promote the health, safety and welfare of the residents within the Condominium and any additions.

ARTICLE III - DEFINITIONS

The term used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE IV - POWERS

In order to effectuate these purposes, the Association shall have the power 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 Act, these Articles, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium, and as it may be amended from time to time, which powers and privileges include but are not limited to the following:

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1. To make and collect assessments and other charges against members as unit owners, and to use the proceeds thereof in the exercise of its powers and duties;
2. To pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Common Elements;
3. To buy, own operate, lease, sell and trade both real and personal property as may be necessary or convenient in the administration of the Condominium;
4. 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 the Common Elements on behalf of the membership of the Association;
5. To maintain, repair, replace, reconstruct, add to, and operate the Condominium property and other property acquired or leased by the Association for use by unit owners;
6. To borrow money and mortgage, pledge or hypothecate any or all of the Common Elements as security for money borrowed or debts incurred;
7. To purchase insurance upon the Condominium property and the recreation areas and insurance for the protection of the Association, its officers, directors and members as unit owners;
8. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes;
9. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium property and for the health, comfort, safety and welfare of the unit owners;
10. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration;
11. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, the Agreement for Deed, and the Rules and Regulations for the use of the Condominium property;
12. To contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties. The Association shall, however, retain at all times the powers and duties granted them 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;

13. To employ personnel to perform the services required for proper operation of the Condominium; and

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Not-for-Profit Corporation Law may now or hereafter have or exercise that are not in conflict with the provisions of these Articles or of the Act.

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

The Association shall make no distribution of income to its members, directors or officers.

The power of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws.

ARTICLE V - MEMBERSHIP AND VOTING

A. Membership: Every person or entity who is a record owner of any Unit in the Condominium shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Florida, a deed or other instrument establishing a record title to any Unit in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferee shall be terminated. After termination of the Condominium, the members of the Association shall consist of those who are members at the time of the termination and their successors and assigns.

B. Appurtenance to Unit: The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

C. Voting Rights: Each Owner shall be entitled to one vote for each Unit owned. When more than one person holds an interest or interests in any Unit, the vote for such Unit shall be limited to one vote as the Owners among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

D. Meetings: The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VI - BOARD OF ADMINISTRATORS

A. Membership of Board: The property, business and affairs of this Association shall be managed by a Board consisting of the number of Administrators determined by the By-Laws, but not fewer than three (3) Administrators. Except for Administrators appointed by the Developer, all Administrators must be either members of the Association or residents of a unit in the Condominium.

B. Duties and Powers: All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Administrators, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

B. Election and Removal: Administrators shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Administrators may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

C. First Board of Administrators: The names and addresses of the persons who shall act in the capacity of Administrators until their successors shall be elected and qualified are as follows:

<u>Name</u>	<u>Address</u>
Ramsey Dahab	12855 Pine Road, North Miami, Fl. 33181
Abraham Dahab	12855 Pine Road, North Miami, Fl. 33181
Katia Dahab	12855 Pine Road, North Miami, Fl. 33181

The Administrators named above shall serve until the first election of Administrators, as determined by the By-Laws and any vacancies in their number occurring before the first election of Administrators shall be filled by act of the remaining Administrators.

ARTICLE VII - OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. After the first election of Administrators, the Officers shall be elected by the Board at the first Board meeting following the annual meeting. Officers shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

Ramsey Dahab	President
Abraham Dahab	Vice President/ Secretary
Katia Dahab	Treasurer

ARTICLE VIII - INDEMNIFICATION

Every Administrator 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 upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been an Administrator or Officer of the Association, whether or not he is an Administrator or Officer of the Association at the time such expenses are incurred, except when the Administrator or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in 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 such Administrator or Officer may be entitled.

The Board of Administrators may, and shall if reasonably available, purchase liability insurance to insure all directors, officers, or agent, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the unit owners as a part of the common expenses.

ARTICLE IV - BY-LAWS

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

ARTICLE X - AMENDMENTS

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

1. By notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, which notice shall be made as required by the By-Laws.
2. By resolution for the adoption of a proposed amendment which may be proposed either by the Board or by a majority of the voting members. Administrators and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Such amendments must be approved by not less than sixty-seven (67%) percent of the votes of the voting members.

ARTICLE XI - TERM

The term of the Association shall be perpetual.

ARTICLE XII - DISSOLUTION

Unless as otherwise provided in the Declaration of Condominium, the condominium property shall be removed from the provisions of this chapter only by consent of all of the unit owners, evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the condominium parcels. Upon recordation of the instrument evidencing consent of all the unit owners to terminate the condominium, the association shall notify the division within 30 working days of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded.

Notwithstanding the above and except as otherwise provided for in this Declaration, including but not limited to sections 12 and 13 of this Declaration, in the event that there is a taking of any unit without compensation or if any unit can not be rebuilt for any reason other than lack of funds, and said unit owner does not receive fair market value for said unit as determined by an appraiser to be selected by the Association and whose determination shall be binding on the unit owner and the Association, then this Condominium shall automatically terminate.

ARTICLE XIII - SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Francisco J. Ortega, Esq.
5900 SW 73rd Street, Suite 304
Miami, Fl. 33143

ARTICLE XIV - RESIDENT AGENT

The name and street address of the Resident Agent of the Corporation is:

Francisco J. Ortega, Esq.
5900 SW 73rd Street, Suite 304
Miami, Fl. 33143

ARTICLE XV - MISCELLANEOUS

A. Developer's Rights. No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment of these Articles of Incorporation or the By-Laws shall change Developer's rights, privileges, powers or options as set forth in the Declaration of Condominium. 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) assessments of the developer as a unit owner for capital improvements; and (b) any action by the Association that would be detrimental to the sales of units by the developer.

B. Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.


C. Severability. Invalidation of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.

D. Registered Office. The initial registered office of the Association shall be:

C/O Ramsey Dahab
12885 Pine Road
North Miami, Fl. 33181

IN WITNESS WHEREOF, the undersigned subscriber has executed this instrument this 14th day of November, 2004.

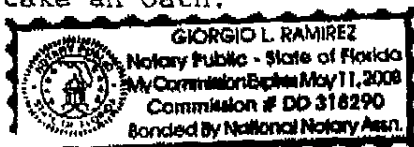
Signed, Sealed and Delivered
in the presence of:

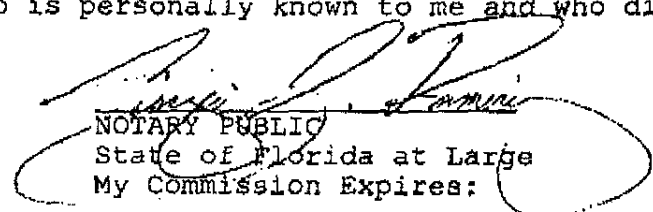


Francisco J. Ortega, Esq.
Subscriber

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14th day of November, 2004 by Francisco J. Ortega, as Subscriber and Registered Agent, who is personally known to me and who did take an oath.





NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

HO4000228960


**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.**

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First, that **MARQUIS I OF CORAL WAY CONDOMINIUM ASSOCIATION, INC.**, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation, named as its agent to accept service of process within this State the following person:

**Francisco J. Ortega, Esq.
5900 S.W. 73rd Street, Suite 304
Miami, Fl. 33143**

Having been named to accept service of process for the above stated Corporation, at the place designated in this Certificate, the undersigned hereby accepts to act in this capacity and agrees to comply with the provision of said Act to keeping open said office.


Francisco J. Ortega, Esq.
Registered Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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