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FLORIDA NON-PROFIT CORPORATION

Aurora Gardens Condominium Association, Inc.

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**ARTICLES OF INCORPORATION
OF
AURORA GARDENS
CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not for Profit)**

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CLERK OF DISTRICT COURT
JULY 27 2005

In order to form a corporation not for profit, under and in accordance with Chapters 617 and 718 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes ("Act"), as amended through the date of recording the Condominium Declaration (as hereinafter defined) amongst the Public Records of Broward County, Florida. All initially capitalized terms not defined herein shall have the meanings set forth in the Condominium Declaration. For clarification, the following terms will have the following meanings:

A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording the Condominium Declaration amongst the Public Records of the County.

B. "Articles" means these Articles of Incorporation of the Condominium Association.

C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in the Condominium Declaration) which from time to time are assessed against a Unit Owner.

D. "Board" means the Board of Directors of the Condominium Association.

E. "Bylaws" means the Bylaws of the Condominium Association.

F. "Common Elements" means the portion of the Condominium Property not included in the Units.

G. "Common Expenses" means expenses for which the Unit Owners are liable to the Condominium Association as set forth in various sections of the Act and described in the Condominium Documents, and include:

- (i) expenses incurred in connection with the operation, maintenance, repair or replacement of the "Common Elements" (as defined in the Condominium Declaration), costs of carrying out the powers and duties of the Condominium Association, and the cost of fire and extended coverage insurance on the Condominium Property;
- (ii) any other expenses designated, not inconsistent with the Act or the Condominium Declaration, as Common Expenses from time to time by the Board.

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H. "Common Surplus" means the excess of receipts of the Condominium Association collected on behalf of the Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

I. "Condominium" means Aurora Gardens Condominium.

J. "Condominium Association" means Aurora Gardens Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium.

K. "Condominium Declaration" means the Declaration of Condominium of Aurora Gardens Condominium, by which the Condominium Property is submitted by Developer to the condominium form of ownership in accordance with the Act.

L. "Condominium Documents" means in the aggregate the Condominium Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Condominium Association and all of the instruments and documents referred to therein and executed in connection with the Condominium.

M. "Condominium Property" means the real property submitted to condominium ownership by the recording of the Condominium Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Condominium Declaration.

N. "County" means Broward County, Florida.

O. "Developer" means L.S. DEVELOPMENT, LLC, a Florida limited liability company, its grantees, successors and assigns.

P. "Director" means a member of the Board.

Q. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property which is subject to exclusive ownership.

R. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

S. "Member" means a member or members of the Condominium Association.

T. "Owners' Documents" means in the aggregate the Declaration, the Articles of Incorporation and Bylaws of the Association, and all of the instruments and documents referred to therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s) and any documents executed in connection with the Condominium.

U. "Public Records" means the Public Records of the County.

V. "Rules and Regulations" means the Aurora Gardens Condominium Rules and Regulations that are adopted from time to time by the Board of Directors.

**ARTICLE I
NAME AND ADDRESS**

The name of this Association shall be Aurora Gardens Condominium Association, Inc., the principal office and mailing address of which is 630 NE 13 Avenue, Fort Lauderdale, Florida 33304.

**ARTICLE II
PLAN OF DEVELOPMENT AND PURPOSE OF CONDOMINIUM
ASSOCIATION**

A. Developer intends to develop the Condominium on property Developer owns in the County a development that will include twelve (12) Condominium Units (defined as Units herein) in the Condominium.

B. The Condominium Association shall be the association responsible for the operation of the Condominium, subject to the terms and restrictions of the Condominium Documents. Each Unit Owner shall be a Member of the Condominium Association as provided in these Articles.

C. The purpose for which the Condominium Association is organized is to maintain, operate and manage the Condominium; operate, sell, trade and otherwise deal with the Condominium and certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents and all other lawful purposes.

**ARTICLE III
POWERS**

The Condominium Association shall have the following powers which shall be governed by the following provisions:

A. The Condominium Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Condominium Association shall have all of the powers to be granted to the Condominium Association in the Condominium Documents. All provisions of the Condominium Declaration and Bylaws which grant powers to the Condominium Association are incorporated into these Articles, including, but not limited to, the power to promulgate and enforce rules and regulations.

C. The Condominium Association shall have all of the powers of an association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Condominium Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (including the Units and the Common Elements);

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Condominium Association, and the payment of Common Expenses and other expenses in the manner provided in the

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Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Condominium Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Condominium Declaration and the Act;

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation, security and management of the Condominium Property and to enter into any other agreements consistent with the purposes of the Condominium Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium; and

7. To purchase: (i) Units upon which the Condominium Association has chosen to exercise its right to provide a purchaser in the event a prospective owner is not approved and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Condominium Association in compliance with the Condominium documents.

ARTICLE IV MEMBERS

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

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Condominium Declaration, the membership of this Condominium Association shall be comprised solely of Developer. Until the Condominium is submitted to condominium ownership, Developer shall be entitled to cast the one (1) and only vote on all matters requiring a vote of the membership.

B. Once the Condominium is submitted to condominium ownership by the recordation of the Condominium Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Except as set forth above, membership in the Condominium Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the Condominium Declaration. New Members shall deliver to the Condominium Association a true copy of the deed or other instrument of acquisition of title to the Unit.

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

E. With respect to voting to the extent allowed by law (including the Act) and except as provided in Article IX below, the Unit Owners shall have one vote at all Member's meetings where decisions are made with respect to the Condominium and the Condominium Documents.

ARTICLE V TERM

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

ARTICLE VI INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Leonardo Ramon Zingg, whose address is 630 NE 13 Street, Fort Lauderdale, Florida 33304.

ARTICLE VII OFFICERS

A. The affairs of the Condominium Association shall be managed by a President, a Secretary and a Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Condominium Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Condominium Association in managing the Condominium Association.

B. The Board shall elect the President, the Secretary, and the Treasurer. Such officers shall be elected annually by the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Condominium Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the same person may not hold the office of President and the office of Secretary or Treasurer simultaneously.

ARTICLE VIII FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	Leonardo Ramon Zingg
Secretary:	Irene Auvert Zingg
Treasurer:	Irene Auvert Zingg

ARTICLE IX BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards appointed prior to the

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"Majority Election Date" (as hereinafter defined) shall be three (3). The number of Directors appointed by the Members at and subsequent to the Majority Election Date shall be as provided in Paragraph F of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Leonardo Ramon Zingg	630 NE 13 th Avenue Fort Lauderdale, FL 33304
Irene Auvert Zingg	630 NE 13 th Avenue Fort Lauderdale, FL 33304
Mario Bernard	4980 SW 52 nd Street Davie, FL 33314

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. When Unit Owners other than the developer own fifteen percent (15%) or more of the units in the condominium that will be operated ultimately by the 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. The Director to be so appointed by the Unit Owners and the two remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their appointment. Subject to the provisions of Paragraph IX.D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon the Directors shall be appointed in the same manner as the Initial Elected Board. The Directors shall continue to be so appointed at each subsequent Annual Members' Meeting until such time as the Members are entitled to appoint not less than a majority of the Directors on the Board. Developer reserves the right, until such time as the Members are entitled to appoint not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX.C.

D. Members are entitled to appoint not less than a majority of the Board upon the happening of any of certain events.

1. When Unit Owners other than the Developer own 15% or more of the units in the condominium that will be operated ultimately by the 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 percent (50%) of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers (i.e. three years after six of the Units have been conveyed);

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b. Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

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

e. Seven (7) years after recordation of the Condominium Declaration. Following the time Developer relinquishes control of the Condominium Association, 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 Condominium Association or selecting the majority members of the Board.

2. Notwithstanding the above Article IX.D(1), Developer shall have the right at any time, upon written notice to the Condominium Association, to relinquish its right to designate a majority of the Board.

E. The selection of not less than a majority of Directors by the Members other than Developer shall occur on a date to be called by the Board for such purpose ("Majority Election Date").

F. On the Majority Election Date, each Member shall vote for five (5) Directors so that the size of the Board shall be increased to five (5) Directors.

G. The Board shall continue to be selected by the Members at each subsequent Annual Members' Meeting.

H. The Initial Election Meeting and the Majority Election meeting shall be called by the Condominium Association, through its Board, within seventy-five (75) days after the Members are entitled to select a Director or the majority of Directors, as the case may be.

I. Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the Directors designated by it. The happening of such event is herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

ARTICLE X POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Condominium Association shall be exercised by the Board in accordance with the provisions of the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

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- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Condominium Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Condominium.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Condominium.
- E. Making and amending rules and regulations with respect to the Condominium.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property and authorizing a management agent to assist the Condominium 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 improvements or portions thereof for which the Condominium Association has such responsibility and providing services with funds that shall be made available by the Condominium Association for such purposes and terminating such contracts and authorizations. The Condominium Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Condominium Association.
- H. Paying taxes and assessments which are or may become liens against the Common Elements of the Condominium and assessing the same against Units, the payment of which is the responsibility of the Unit Owners.
- I. Purchasing and carrying insurance for the protection of Members and the Condominium Association against casualty and liability in accordance with the Act and the Condominium Documents.
- J. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property and not billed directly to Unit Owners.
- K. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Condominium Association and paying all salaries therefor.
- L. Approving or disapproving of proposed purchases of Units, by sale, gift, devise, inheritance or otherwise, and approving or disapproving of proposed lessees of Units in accordance with any existing or future provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed therefor by the Act.
- M. Engaging in mandatory non-binding arbitration as provided for in Section 718.112(2)(a)2 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(a)2 and 718.1255 of the Act are incorporated by reference herein.
- N. Preparing a question and answer sheet, if and as required by the Act and the

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rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

O. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X.N above, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Condominium Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

P. Ensuring that the following contracts shall be in writing:

- (i) Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract.
- (ii) Any contract, regardless of term, for the provision of services, other than contracts with employees of the Condominium Association, and contracts for attorney and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

Q. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

R. All other powers and duties reasonably necessary to operate and maintain the Condominium in compliance with the Condominium Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Condominium Association (and the Directors and/or officers as a group) shall be indemnified by the Condominium Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon them in connection with any proceeding, litigation or settlement in which he or she may become involved by reason of his or her being or having been a Director or officer of the Condominium Association. The foregoing provisions for indemnification shall apply whether or not he or she is a Director or officer at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Condominium Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled, whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Condominium Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.

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ARTICLE XII BYLAWS

The Bylaws of the Condominium Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Directors present at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. These Articles may be amended by an instrument in writing signed by the President and the Secretary and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such Amendments and shall be an exhibit to the Condominium Declaration upon the recording of the Condominium Declaration. This Article XIII is intended to comply with Chapter 617, Florida Statutes.

B. An amendment may be adopted by a written statement signed by all Directors.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Condominium Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of the Condominium Declaration, recorded amongst the Public Records as an amendment to the Condominium Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the Developer, or of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in the Condominium Declaration) without such party's prior written consent to the degree this provision is permitted by the Act.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act:

A. During any emergency defined in Paragraph XIV.E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Condominium Association; and
2. Relocate the principal office of the Condominium Association or designate alternate principal offices or authorize officers to do so.

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B. During any emergency defined in Paragraph XIV.E below:

1. One or more officers of the Condominium Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and
2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Condominium Association:

1. Binds the Condominium Association; and
2. May not be used to impose liability on a Director, officer, employee or agent of the Condominium Association.

D. A Director, officer or employee of the Condominium Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

**ARTICLE XV
REGISTERED OFFICE AND REGISTERED AGENT**

The street address of the initial registered office of the Condominium Association is 630 NE 13 Avenue, Fort Lauderdale, Florida 33304, and the initial registered agent of the Condominium Association at that address shall be Leonardo Quintero Zingg.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature this 27 day of July, 2005.

By: Leonardo Ramon Zingg
Leonardo Ramon Zingg,
Incorporator

The undersigned hereby accepts the designation of Registered Agent of Aurora Gardens Condominium Association, Inc. as set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under, the Florida Not For Profit Corporation Act.

By: Leonardo Ramon Zingg
Leonardo Ramon Zingg,
Registered Agent

NOTARY ACKNOWLEDGEMENT ON FOLLOWING PAGE

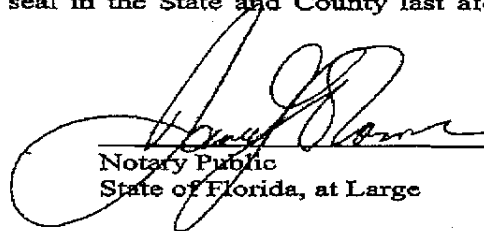
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STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Leonardo Ramon Zingg as the Incorporator of the foregoing Articles of Incorporation and the Registered Agent of the Corporation, who acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has shown _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this
27 day of July, 2005.


Notary Public
State of Florida, at Large

Typed, printed or stamped name
of Notary

My Commission Expires:



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