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FLORIDA NON-PROFIT CORPORATION

Amalfi Club Condominium Association, Inc.

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**ARTICLES OF INCORPORATION
Of
AMALFI CLUB CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not for Profit)**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the owners hereinafter mentioned; and to that end we do, by these Articles of Incorporation ("Articles"), set forth:

Article I: Name

The name of the corporation shall be AMALFI CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association").

Article II: Purpose of Association

The purposes of the Association shall be to: administer the operation of the condominium known as AMALFI CLUB, A Condominium (the "Condominium"), located in Lee County, Florida (the "County"), on the property described on Exhibit "A" attached hereto, in accordance with the Condominium Act of the State of Florida (the "Act") and the Declaration of Condominium ("Declaration") to be recorded in the Public Records of the County; to own, operate, lease, sell, trade, and otherwise deal with such property (real and/or personal) as may be necessary or convenient in the operation of the Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

Article III: Powers of Association

1. The Association shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered (Chapter 617, Florida Statutes, 1977, as amended) and pursuant to the Act.

2. The Association shall have all of the powers reasonably necessary to carry out the purposes of the Association, including, but not limited to, the following:

- (a) To establish reasonable rules and regulations governing the use of "units," "common elements," and "limited common elements" in the Condominium, as the quoted terms are defined in the Declaration.
- (b) To buy, sell, lease, mortgage, and otherwise deal with any and all property, real and personal.
- (c) To levy and collect assessments against members of the Association as provided in the Declaration and in the Bylaws of this Association ("Bylaws"), including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise dealing with the property referred to in clause

"(b)" above, including units.

- (d) To maintain, repair, replace, operate and manage the "Condominium Property" (as defined in the Declaration), including the right to reconstruct improvements after casualty and to further improve the Condominium Property.
- (e) To contract for the management of the Condominium and to delegate to a manager all of the powers and duties of the Association except those which may be required by the Declaration to have approval of the board of directors ("Board") or the members of the Association.
- (f) To enforce the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations governing the use of the Condominium, as same may be hereafter established.
- (g) To approve or disapprove the transfer, conveyance, leasing and ownership of units, as provided in the Declaration and Bylaws.
- (h) To enter into leases of every nature in order to provide facilities and services to unit owners.

Article IV: Association Membership

1. All unit owners shall be members of the Association and no other persons or entities shall be entitled to membership except as provided in item 5 of this Article IV.

2. Membership shall be automatically established by the acquisition of a fee title interest in a unit, whether by conveyance, judicial decree or otherwise, provided that such acquisition shall be approved in accordance with and conform to these Articles, the Declaration and the Bylaws. Membership shall be automatically terminated upon being divested of all fee title interest in the unit, except that nothing herein shall be construed as terminating the membership of any owner who may own two or more units.

3. The interest 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 his unit. The assets of the Association shall belong solely to the Association, subject to the limitation that the same be held or used for the benefit of the membership and for the purposes authorized herein.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote cast for each unit, which vote shall be cast as provided in the Bylaws. Should any member own more than one unit, such member shall be entitled to cast as many votes as he owns units, in the manner provided in the Bylaws. If there is more than one owner of any unit, a single vote with respect to such unit shall be cast in accordance with the Bylaws.

5. Until the Declaration is recorded, the membership of the Association shall be comprised of the subscribers to these Articles and each such subscriber shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

Article V: Existence

The Association shall have perpetual existence.

Article VI: Office and Registered Agent

1. The principal office of the Association shall be located at: 30 South Havana, Suite 307, Aurora, Colorado 80012, but the Association may maintain offices and transact business in other places within or without the State of Florida as may from time to time be designated by the Board, furthermore, the Board may from time to time relocate the principal office of the Association.

2. The initial registered agent of the Association shall be Darrin R. Schutt, Esq., whose address is 1105 Cape Coral Parkway East, Suite C, Cape Coral, Florida 33904.

Article VII: Board of Directors

1. The Board shall consist of the number of directors determined in accordance with the Bylaws, but not less than three (3) directors; provided, however, that, until the developer of the Condominium or its successors or assigns (hereinafter "Developer") shall have relinquished control of the Association as hereinafter provided, the Board shall consist of three (3) persons designated by the Developer.

2. The 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 shall be filled in the manner provided in the Bylaws:

(A) The first election of directors shall not be held until after the Developer has relinquished control of the Association, which event shall take place in accordance with the following provisions of this Article VII (such event being herein referred to as "relinquishment of control"). The directors herein named shall serve until the first election of directors.

(B) When Unit Owners other than the Developer own 15 percent 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 of the members of the Board. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

1. Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than the Developer;

2. Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners other than the Developer;
3. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to Unit Owners other than the Developer, 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 Unit Owners other than the Developer, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
5. Seven years after recordation of this Declaration of Condominium;

whichever occurs first. The Developer is entitled to elect at least one member of the Board of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the units 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 reacquiring control of the Association or selecting the majority members of the Board.

3. The names and addresses of the members of the first Board, who shall hold office until their successors are elected and have qualified in accordance herewith or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Gerald M. Greenberg	30 South Havana, Suite 307 Aurora, Colorado 80012
Scott D. Greenberg	30 South Havana, Suite 307 Aurora, Colorado 80012
Jeff Solomon	30 South Havana, Suite 307 Aurora, Colorado 80012

VIII: Officers

The affairs of the Association shall be managed by the directors and the officers in accordance with the Bylaws. The officers shall be appointed from time to time by the Board. After the Developer shall have relinquished control of the Association, the appointment of officers shall take place at the first meeting of the Board following the annual meeting of the members of the Association. Officers shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are appointed by the Board are as follows:

President	Marjorie Powell
Vice-President	Thomas Niswonger
Secretary, Treasurer	Scott Hertz

IX: Bylaws

The first Bylaws shall be adopted by the subscribers to these Articles, who shall constitute the first Board, and may be altered, amended or rescinded by the directors or the members of the Association in the manner provided by the Bylaws.

X: Indemnification of Officers and Directors

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees through all (if any) appeals, reasonably incurred by or imposed upon him in connection with 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 officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if 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 director or officer may be entitled.

XI: Amendment to Articles

An amendment to these Articles may be proposed by the Board acting upon a vote of the majority of the directors, or by the members of the Association owning not less than four (4) of the units in the Condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment to these Articles being proposed by the Board or the members, such proposed amendment shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than 20 days nor later than 60 days from the receipt by him of the proposed amendment; and it shall be the duty of the Secretary to give each member written notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form, which notice shall be

mailed or presented personally to each member not less than 10 nor more than 30 days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice; and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

At such meeting, the amendment proposed must be approved by an affirmative vote of the members owning not less than fourteen (14) of the units in the Condominium in order for such amendment to become effective. Thereupon, such amendment shall be transcribed and certified in such form as may be necessary to register same in the office of the Secretary of State of the State of Florida; and, upon the registration of such amendment with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of the County, within 10 days after the registration date. At any meeting held to consider any amendment, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

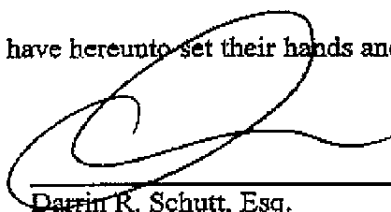
Notwithstanding the foregoing provisions of this Article XI, as long as the Developer shall own any unit in the Condominium, no amendment to these Articles shall be adopted or become effective without the prior written consent of the Developer.

XII: Incorporator

The names and addresses of the incorporate to these Articles is:

<u>Name</u>	<u>Address</u>
Darrin R. Schutt, Esq.	1105 Cape Coral Parkway East Suite C Cape Coral, FL 33904

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals, this 3 day November, 2005, at Lee County, Florida.



Darrin R. Schutt, Esq.
Incorporator

STATE OF FLORIDA
COUNTY OF LEE

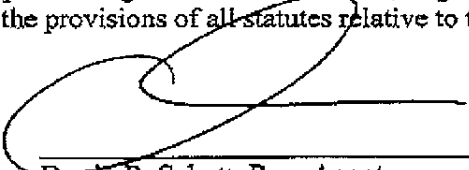
BEFORE ME, the undersigned authority, personally appeared DARRIN R. SCHUTT, who, being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed, this ___ day of November, 2005.

My Commission Expires:

Notary Public
State of Florida at Large

Acceptance of Registered Agent

Having been named as registered agent to accept service of process for AMALFI CLUB CONDOMINIUM ASSOCIATION, INC., at the place designated in these articles, I agree to act in this capacity and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



Darin R. Schutt, Reg. Agent

Exhibit "A"

Legal Description

Lots 1, 2, 3, 4, 5, 6, 7 & 8, Block 103, Unit 6, Part 2, Cape Coral Subdivision, according to the plat thereof as recorded in Plat Book 11, Pages 58 to 62, inclusive, in the Public Record of Lee County, Florida