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COR AMND/RESTATE/CORRECT OR O/D RESIGN

BIMINI AT THE OASIS HOMEOWNERS' ASSOCIATION, INC.

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August 4, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations

BIMINI AT THE OASIS HOMEOWNERS' ASSOCIATION, INC.  
12448 S.W. 127TH AVENUE  
MIAMI, FL 33186

SUBJECT: BIMINI AT THE OASIS HOMEOWNERS' ASSOCIATION, INC.  
REF: N06000000202

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Our records indicate the current name of the entity is as it appears on the enclosed computer printout. Please correct the name throughout the document.

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FAX Aud. #: E06000196127  
Letter Number: 006A00048835

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**ARTICLES OF AMENDMENT AND RESTATEMENT TO  
ARTICLES OF INCORPORATION  
OF  
BIMINI AT THE OASIS HOMEOWNERS ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

*Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.*

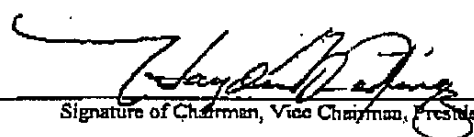
**FIRST:** Amendment adopted:

The Articles of Incorporation of Bimini at the Oasis Homeowners Association, Inc., filed with the Florida Secretary of State on January 6, 2006, are hereby replaced in their entirety by the Amended and Restated Articles of Incorporation of Bimini at the Oasis Homeowners Association, Inc., attached hereto and made a part hereof.

**SECOND:** The date of adoption of the amendment was August 1, 2006.

**THIRD:** Adoption of Amendment (CHECK ONE)

- The Amendment was adopted by the members and the number of votes cast for the Amendment was sufficient for approval.
- There are no members entitled to vote on this amendment. The Amendment was adopted by the Board of Directors.



Signature of Chairman, Vice Chairman, President or other officer

Haydee Martinez

Typed or printed name

Director and President  
Title

August 1, 2006  
Date

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08/04/2008 14:38 FAX

DUANE MORRIS MIAMI

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BIMINI AT THE OASIS HOMEOWNERS ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

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**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
BIMINI AT THE OASIS HOMEOWNERS ASSOCIATION, INC.  
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is Bimini at the Oasis Homeowners Association, Inc. (the "Association").
2. Principal Office. The principal office of the Association is 11755 S.W. 90 Street, Miami, Florida 33186.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 200 South Biscayne Blvd., Suite 3400, Miami, Florida 33131. The name of the Registered Agent of the Association is:

JEFFREY R. MARGOLIS, P.A.

4. Definitions. A declaration entitled Declaration for Bimini at the Oasis (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a community to be known as Bimini at the Oasis. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.
6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or Officers.
7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:
  - 7.1. To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.
  - 7.2. To enforce, by legal action or otherwise, the provisions of the Declaration, these Amended and Restated Articles and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Bimini at the Oasis.
  - 7.3. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Amended and Restated Articles and By-Laws.
  - 7.4. To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association (and establish Reserves for deferred maintenance or capital expenditures).
  - 7.5. To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration. Without limiting the foregoing, if Club Owner is ever willing to sell the Club, the Association may purchase the same without the joinder or consent of the Owners or any other person or entity.
  - 7.6. To do all acts and make all payments required by the Club Plan.
  - 7.7. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

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7.8. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Bimini at the Oasis to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.9. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.10. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Bimini at the Oasis, the Common Areas, Lots, Parcels and Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

7.11. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.12. To employ personnel and retain independent contractors to contract for management of the Association, Bimini at the Oasis, and the Common Areas and the Club (if the Association shall ever be designated the Club Manager by the Club Owner in writing pursuant to the Club Plan) as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

7.13. To contract for services to be provided to, or for the benefit of, the Association, Club Owner, Owners, the Common Areas, Bimini at the Oasis and the Club as provided in the Declaration and Club Plan, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services. The foregoing shall not be deemed to impose any obligation on the Association to provide such services.

7.14. To establish committees and delegate certain of its functions to those committees.

7.15. To contract with the District for any legal purpose.

7.16. The obligation to operate and maintain the Surface Water Management System within Bimini at the Oasis (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SFWMD Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Bimini at the Oasis.

8. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the current Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Haydee Martinez	11755 S.W. 90 Street Miami, Florida 33186
Bernie Torra	11755 S.W. 90 Street Miami, Florida 33186
Alfonso Roselli	11755 S.W. 90 Street Miami, Florida 33186

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the

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Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if the Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. The Association shall have perpetual existence.

12. Amendments.

12.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Amended and Restated Articles shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. If the prior written approval or consent of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Amended and Restated Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2. Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Amended and Restated Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Amended and Restated Articles prior to and including the Turnover Date, the Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Amended and Restated Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members of the Association at which there is a quorum.

13. Limitations.

13.1. Declaration is Paramount. No amendment may be made to these Amended and Restated Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2. Rights of Developer and Club Owner. There shall be no amendment to these Amended and Restated Articles which shall abridge, reduce, amend, effect or modify the rights of Developer or Club Owner.

13.3. By-Laws. These Amended and Restated Articles shall not be amended in manner that conflicts with the By-laws.

14. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the current Officers who shall serve until their successors are elected by the Board are as follows:

President: Haydee Martinez  
11755 S.W. 90 Street  
Miami, Florida 33186

Vice President: Bernie Torra  
11755 S.W. 90 Street  
Miami, Florida 33186



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Vice President: Lili Gallardo  
11755 S.W. 90 Street  
Miami, Florida 33186

Vice President: Fernando Martinez  
11755 S.W. 90 Street  
Miami, Florida 33186

Secretary/Treasurer: Alfonso Rosselli  
11755 S.W. 90 Street  
Miami, Florida 33186

15. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

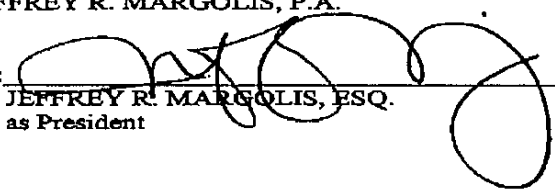
16. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Developer, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

#### ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 1 day of August, 2006.

JEFFREY R. MARGOLIS, P.A.

By:   
JEFFREY R. MARGOLIS, ESQ.  
as President