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SECRETARY OF STATE
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Hampton MAR 02 2006

GRAY | ROBINSON
ATTORNEYS AT LAW

SUITE 600
301 SOUTH BRONOUGH ST. (32301)
POST OFFICE BOX 11189
TALLAHASSEE, FL 32302-3189
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March 1, 2006

Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

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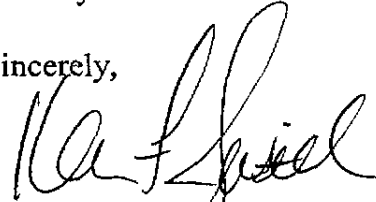
To Whom It May Concern:

Enclosed for filing, please find the **ARTICLES OF INCORPORATION**, along with a check in the amount of **\$78.75** for the applicable filing fees and fees to obtain a **Certified Copy of the Articles of Incorporation** for the following entity:

MARBELLA PHASE II OWNERS' ASSOCIATION, INC.

Upon receipt, please "date-stamp" the copy of the letter provided and call me at 577-9090, when the document is ready. Thank you for your assistance.

Sincerely,



Karen F. Jusevitch
Paralegal

KFJ/hs
Enclosures

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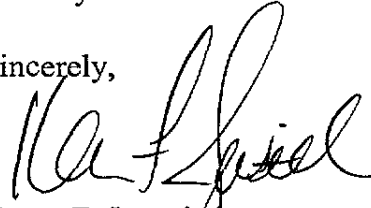
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Sincerely,



Karen F. Jusevitch
Paralegal

KFJ/hs
Enclosures

FILED

ARTICLES OF INCORPORATION

OF

MARBELLA PHASE II OWNERS' ASSOCIATION, INC.

2006 MAR -1 PM 12: 52

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned incorporator, who is above the age of eighteen (18) years and competent to contract, has this day executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is MARBELLA PHASE II OWNERS' ASSOCIATION, INC. (hereinafter called the "Phase II Association").

ARTICLE II

PRINCIPAL OFFICE OF THE PHASE II ASSOCIATION

The principal place of business and the mailing address of the Phase II Association is located at 7347 Sand Lake Road, Suite 200, Orlando, Florida 32819.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Phase II Association is 7347 Sand Lake Road, Suite 200, Orlando, Florida 32819, and the name of the initial registered agent at that address is Sham Maharaj.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain **Declaration of Covenants, Conditions and Restrictions for Marbella – Phase II** recorded or to be recorded in the Public Records of Orange County, Florida, as it may from time to time be amended (hereinafter called the "Declaration").

ARTICLE V

PURPOSE AND POWERS OF THE PHASE II ASSOCIATION

The Phase II Association does not contemplate pecuniary gain or profit. The Phase II Association shall not pay dividends and no part of any income of the Phase II Association shall be distributed to its Members, directors or officers, and upon dissolution, all assets of the Phase II Association shall be transferred only to another non-profit corporation or a public agency or as

otherwise authorized by Chapter 617, Florida Statutes. The Phase II Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws of the Phase II Association, or the Declaration. The Phase II Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Phase II Association for the benefit of the Owners and for the maintenance, administration and improvements of The Phase II Properties, Common Areas and Parcels within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Phase II Association shall be fully transferable, in whole or in part, to any Owner, sub-association, municipal service taxing unit, municipal service benefit unit or other governmental unit, community development district, public body, or similar entity. All funds and the title to all properties acquired by the Phase II 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.

ARTICLE VI

MEMBERSHIP

Section 1. Members. Every person or entity who is a record Owner of a fee or undivided fee interest in any Parcel shall be a Member of the Phase II Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Phase II Association. Developer shall also be a Member in accordance with the provisions of Section 2 of this Article VI. The Phase II Association membership of each Owner (other than Developer) shall be appurtenant to, and may not be separated from, the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Parcel shall operate automatically to transfer the membership in the Phase II Association appurtenant thereto to the new Owner thereof.

Section 2. Classes. The Phase II Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all those Owners, as defined in Article I, Section 1(o) of the Declaration with the exception of the Developer (as long as the Class B Membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall be entitled to a number of votes equal to the gross acreage of that Member's Parcel. When any Parcel entitling the Owner to Membership in the Phase II Association is owned of record in the name of two or more persons or entities, or if two or more persons or entities have the same fiduciary relationship respecting the same Parcel, then unless the instrument or order appointing them or creating the tenancy otherwise directs and such instrument or copy thereof is filed with the Secretary of the Phase II Association, such Owner shall elect one official representative to qualify for voting in the Phase II Association and shall notify in writing the Secretary of the Phase II Association of the name of such individual. The vote of such individual shall be considered to represent the will of all Owners of the Parcel. In the circumstance of such common ownership if the Owners fail to

designate their voting representative, then the Phase II Association may accept the person serving the right to vote as the voting Owner until notified to the contrary by the other Member(s). Upon such notification, the Owner may not vote until the Owners appoint their representative pursuant to this paragraph. All fractional votes shall be rounded off to the nearest whole number. For purposes of determining voting rights hereunder, the Membership roster shall be set as of sixty (60) days prior to the commencement of the Phase II Association's fiscal year.

(b) The Class B Member shall be the Developer, the Developer's specifically designated (in writing) successor or a person who shall have specifically received such status by instrument executed by the Developer and recorded in the public records as an amendment to the Declaration. The Class B Member shall be entitled to one (1) vote, plus two (2) votes for each vote entitled to be cast in the aggregate at any time and from time to time by the Class A Members. The Class B membership shall cease and terminate upon the earlier to occur of the following: (i) one (1) year after the 90% of The Phase II Properties (based on gross developable acreage) held out for sale in the ordinary course of business have been sold and conveyed by the Developer (or its affiliates); or (ii) the written election of the Developer, whereupon the Class A Members shall be obligated to convene to elect the Board and assume control of the Phase II Association ("Turnover").

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Phase II Association shall be managed and administered by a Board of Directors consisting of three (3), five (5), seven (7), or nine (9) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. Anything in these Articles to the contrary notwithstanding, until Turnover, Developer shall be entitled to designate all members of the Board. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Sham Maharaj	7347 Sand Lake Road, Suite 200 Orlando, Florida 32819
Jeff Wallace	7347 Sand Lake Road, Suite 200 Orlando, Florida 32819
Meera Maharaj	7347 Sand Lake Road, Suite 200 Orlando, Florida 32819

Interim vacancies in the Board of Directors shall be filled by Developer until Developer has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Developer relinquishes its right to appoint the Board of Directors, the Members shall elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and

a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIII

OFFICERS

The day-to-day affairs of the Phase II Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Phase II Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

	<u>NAME</u>	<u>ADDRESS</u>
President/Secretary/ Treasurer:	Sham Maharaj	7347 Sand Lake Road, Suite 200 Orlando, Florida 32819

ARTICLE IX

DURATION

The Phase II Association shall commence corporate existence on the date of filing of these Articles with the Florida Secretary of State and shall exist perpetually unless sooner dissolved according to law.

ARTICLE X

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 1. Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes.

Section 3. Developer Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by Developer alone.

Section 4. Filing. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law.

Section 5. Limitations. No amendment shall be made that is in conflict with the Declaration. So long as Developer is a Member of the Phase II Association, no Developer related amendment shall be made to the Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Phase II Association unless such amendment is first approved in writing by Developer. Any amendment shall be deemed to be Developer related if it does any of the following:

- (a) directly or indirectly by its provisions or in practical application relates to Developer in a manner different from the manner in which it relates to other owners;
- (b) modifies the definitions provided for by Article I of the Declaration in a manner which alters Developer's rights or status;
- (c) modifies or repeals any provision of Article II of the Declaration;
- (d) alters the character and rights or membership as provided for by Article III of the Declaration or affects or modifies in any manner whatsoever the rights of Developer as a Member of the Phase II Association;
- (e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;
- (f) denies the right of Developer to convey Common Areas to the Phase II Association;
- (g) modifies the basis or manner of assessment as applicable to Developer or any Parcels owned by Developer;
- (h) alters or repeals any of Developer's rights or any provision applicable to Developer's rights as provided for by any provision of the Declaration, Supplemental Declaration, the Bylaws or these Articles.

ARTICLE XI

BYLAWS

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

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Phase II Association shall defend, indemnify and hold harmless any person of the Phase II Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Phase II Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Phase II Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Phase II Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Phase II Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Phase II Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Phase II Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Phase II Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Phase II Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Phase II Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Phase II Association's directors, officers, committee members,

employees or agents may be entitled under the Phase II Association's Bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Phase II Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Phase II Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Phase II Association in any of his capacities as described in Section 1, whether or not the Phase II Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Phase II Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Phase II Association shall be obligated to indemnify such person (if entitled to indemnification by the Phase II Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by the Phase II Association, the Phase II Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

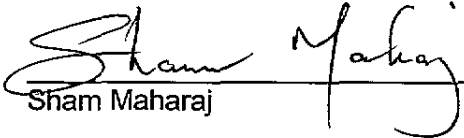
ARTICLE XIV

INCORPORATOR

The name and street address of the sole incorporator to these Articles of Incorporation is:

Sham Maharaj
7347 Sand Lake Road, Suite 200
Orlando, Florida 32819

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Phase II Association, has executed these Articles of Incorporation this 23rd day of February, 2006.

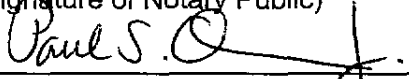

Sham Maharaj

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Articles of Incorporation were acknowledged before me this 23rd day of February, 2006 by Sham Maharaj, who is personally known to me or provided N/A as identification.

(Notary Seal)

(Signature of Notary Public)


(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires: _____



Paul S Quinn, Jr
My Commission DD224056
Expires July 22, 2007

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

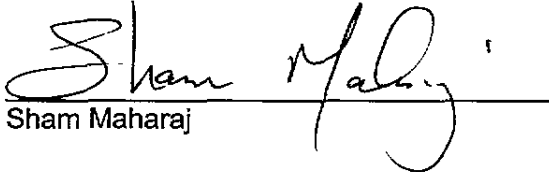
Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

MARBELLA PHASE II OWNERS' ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7347 Sand Lake Road, Suite 200, Orlando, Florida 32819, has named SHAM MAHARAJ, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:


Sham Maharaj

Dated: February 23, 2006.