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FLORIDA PROFIT/NON PROFIT CORPORATION

GOLF CLUB ASSOCIATION, INC.

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
GOLF CLUB ASSOCIATION, INC.
(A Not-For-Profit Corporation)**

THE UNDERSIGNED INCORPORATORS HEREBY ASSOCIATE THEMSELVES FOR THE PURPOSE OF FORMING A CORPORATION NOT-FOR-PROFIT UNDER AND PURSUANT TO FLORIDA STATUTES CHAPTER 617 AND DO HEREBY CERTIFY AS FOLLOWS:

**ARTICLE 1
NAME**

The name of this corporation shall be **GOLF CLUB ASSOCIATION, INC.**, a not-for-profit corporation with its principal place of business and mailing address being c/o KABAR GROUP, 900 WEST MARION AVENUE, PUNTA GORDA, FLORIDA 33950. For convenience, the corporation shall be herein referred to as the "Association".

**ARTICLE 2
PURPOSE**

1. The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes Chapter 718, (the "Condominium Act") for the operation of **GOLF CLUB, A CONDOMINIUM**, ("Condominium"), to be located upon land in Charlotte County, Florida, more particularly described in Article IV of the Declaration of Condominium of **GOLF CLUB, A CONDOMINIUM** ("Declaration").

2. The Association shall make no distribution of income to its Members, Directors or Officers.

**ARTICLE 3
POWERS AND DUTIES**

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common-law and statutory powers of a corporation not-for-profit not inconsistent with the Condominium Act.

2. The Association shall have all of the powers and duties set forth in the Declaration and these Articles of Incorporation ("Articles") not inconsistent with the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including but not limited to the following:

a. To make and collect Common Expenses against Members as necessary to defray costs, expenses and losses of the Condominium. Provided, however, the Association shall

not charge any fee against a Unit Owner for the use of Common Elements or Association Property unless such use is the subject of a lease between the Association and the Unit Owner.

- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To undertake the maintenance, repair, replacement and operation of the Common Elements and Limited Common Elements.
- d. To purchase policies of insurance for the Common Elements and Limited Common Elements and for the protection of the Association and its Members, as provided in the Condominium Act.
- e. To construct improvements after casualty and for the improvement of the Condominium Property.
- f. To make and amend reasonable rules and regulations respecting the use of the Common Elements and Limited Common Elements and amend these Articles as provided in Article 9.
- g. To approve or disapprove the transfer, mortgage and ownership of Units as may be provided by the Declaration and the Bylaws of the Association ("Bylaws").
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws and the rules and regulations for the use of the Condominium Property.
- i. To contract for the management of the Condominium where such management of the Condominium does not contravene the Declaration, the Condominium Act and the Florida General Corporation Act.
- j. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.
- k. To employ personnel to perform the services required for the proper operation of the Condominium.
- l. To acquire, own, sell, encumber, and convey both real and personal property and otherwise whole property for the use and benefit of its members.
- m. To operate and maintain the surface water management system facilities.
- n. To sue and be sued.
- o. To contract per services.
- p. To take any other action necessary for the purpose for which the Association

is organized.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration and the Bylaws.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

5. The Association shall have the duty to maintain official records as set forth in Florida Statutes Section 718.111(12).

ARTICLE 4 MEMBERS

1. The Members of the Association shall consist of all of the record owners with a present vested interest in a Unit in the Condominium; and after termination of the Condominium shall consist of those who are Members at the time of such termination and their successors and assigns.

2. Change of Membership in the Association shall be effected by recording in the Public Records of Charlotte County, Florida, a deed or other instrument establishing record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. Upon recordation and delivery of such instrument, the Unit Owner designated therein shall become a Member of the Association and the Membership of the prior Unit Owner shall be terminated.

3. The share 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.

4. All Owners of each Unit shall collectively be entitled to one (1) vote ("Vote") at Membership meetings. If a Unit is owned by more than one person, then the person entitled to cast such Vote shall be determined as follows:

A Voting Certificate must be filed with the Secretary of the Association, in writing, signed under oath by all Unit Owners with a present vested interest in the Unit and shall state:

a. The respective percentage interest (as recorded in the Public Records of Charlotte County, Florida) of each of the Owners in the fee title of the Unit;

b. Which of the Owners will represent all of the Owners at Membership meetings and cast the Vote to which they are collectively entitled. The person so designated shall be known as the Voting Interest and shall be the only one of the Owners eligible to cast the Vote for that Unit at Membership meetings. The person designated as the Voting Interest may continue to cast the Vote for all of the Owners of the Unit until such time as another person is properly designated, in the manner set forth above, as the Voting Interest for the Unit.

ARTICLE 5
DIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors ("Board") consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors. In the absence of such a determination, the Board shall consist of three (3) Directors. All Directors, other than those Directors appointed by the Developer, shall be Members of the Association. Provided, however, that after turnover, non-Members may serve as Directors upon amendment of the Bylaws to allow a non-Member to serve as a Director. Directors shall be elected annually by the Members at a meeting to be held the last Friday in March of each year as provided in the Bylaws and the Condominium Act. The qualification of the Directors is stated in the Bylaws.

2. The names and addresses of the initial Board, who shall hold office until their successors are elected and have qualified, or unless removed for cause, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
VINCENZO LOMBARDI	c/o Kabar Group, L.L.C. 900 West Marion Avenue Punta Gorda, Florida 33950
ALFONSO ALBACETE	1625 North Commerce Parkway Suite 315 Weston, Florida 33326
CIRO MARTINEZ	1625 North Commerce Parkway Suite 315 Weston, Florida 33326

ARTICLE 6
OFFICERS

The affairs of the Association shall be administered by the Officers designated by the Bylaws. The Officers shall be elected by the Board at its first meeting following the annual meeting of the Members of the Association and 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:

<u>OFFICERS</u>	<u>TITLE</u>	<u>ADDRESS</u>
VINCENZO LOMBARDI	President	c/o Kabar Group, L.L.C. 900 West Marion Avenue Punta Gorda, Florida 33950

ALFONSO ALBACETE	Secretary	1625 North Commerce Parkway Suite 315 Weston, Florida 33326
CIRO MARTINEZ	Treasurer	1625 North Commerce Parkway Suite 315 Weston, Florida 33326

ARTICLE 7
INDEMNIFICATION

Every Director, Officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees through all trial and appellate levels, reasonably incurred by or imposed in connection with any proceeding, arbitration, or settlement to which such person may be a party, or in which they may become involved, by reason of being or having been a Director, Officer or committee member of the Association. Notwithstanding the foregoing, in the event of a voluntary settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Director, Officer, or committee member admits or is adjudged guilty of willful misfeasance or nonfeasance in the performance of their duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which such Director, Officer or committee member may be entitled by common law or statute.

ARTICLE 8
BYLAWS

The Bylaws shall be adopted by the Board and may be altered, amended or rescinded by affirmative vote of not less than a majority of the Votes of the Membership, or as otherwise provided by the Bylaws.

ARTICLE 9
AMENDMENTS

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

1. Written notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered and such notice shall be delivered to each Member at least fourteen (14) days prior to the meeting.
2. A resolution for the adoption of a proposed amendment must be proposed by the Board. Directors shall be permitted to vote only if present at the meeting at which an amendment is considered. Amendments must be adopted by not less than two thirds (2/3) of the Board.
3. Provided, however, that no amendment shall make any changes in the qualifications

for Membership nor the Votes of Members, or any change to the proportion or percentage by which the Unit Owner of the parcel shares the Common Expenses and owns the Common Surplus or materially alter or modify the appurtenances to the Unit, without approval in writing by all Members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration. This provision shall not prevent amendments to the Declaration in the manner provided therein. An amendment shall not affect the Developer prior to turnover of Association control without Developer's written consent.

4. A copy of each amendment shall be certified by the Secretary of State and shall be recorded in the Public Records of Charlotte County, Florida.

ARTICLE 10

TERM

The term of the Association shall be perpetual; provided, however, that if the Association is dissolved, the control of right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public entity and if not accepted, then the surface water management system facilities shall be conveyed to a non profit corporation similar to the Association.

ARTICLE 11

INCORPORATORS

The names and address of the Incorporator of these Articles of Incorporation is as follows:

NAME

ADDRESS

VINCENZO LOMBARDI

c/o Kabar Group, L.L.C.
900 West Marion Avenue
Punta Gorda, Florida 33950

ARTICLE 12

REGISTERED AGENT

The name and address of the Registered Agent for service of process shall be:

VINCENZO LOMBARDI
c/o Kabar Group, L.L.C.
900 West Marion Avenue
Punta Gorda, Florida 33950

and he is hereby designated as registered agent.

IN WITNESS WHEREOF, the undersigned has executed this instrument this
2nd day of March, 2006.



VINCENZO LOMBARDI

ACCEPTANCE OF APPOINTMENT BY REGISTERED AGENT

HAVING BEEN NAMED as Registered Agent and to accept service of process for the above-stated Corporation at the place designated in this certificate, I hereby accept the appointment as Registered Agent and agree to act in that capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.



VINCENZO LOMBARDI

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