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FLORIDA PROFIT/NON PROFIT CORPORATION

QUARTZ AT THE TOWNSHIP CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION FOR QUARTZ AT THE TOWNSHIP CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the taws of the State of Florida, hereby adopts the following Articles of incorporation

ARTICLE I NAME

The name of the corporation shall be QUARTZ AT THE TOWNSHIP CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the Bylaws of the Association as the "Bylaws".

ARTICLE II OFFICE

The principal office and mailing address of the Association shall be at 3884 Cocoplum Circle, Coconut Creek, Florida 33063, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE III PURPOSES AND POWERS

The purpose for which the Association is organized is to provide an entity pursuant to the Plotted Condominum Act as it exists on the date hereof (the "Act") for the operation of that certain condominium located in Broward County, Florida, and known as QUARTZ AT THE TOWNSHIP, A CONDOMINIUM (the "Condominium").

ARTICLE IV DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those ser forth in the Declaration of the Condominium to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE V **POWERS**

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

General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly

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limited or restricted by the terms of these articles, the Declaration, the Bylaws of the Act.

- 5.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the Bylaws and the Declaration (to the except that they are not in conflict with the Act), and all of the powers and duties reasonably necessary to operate the Condominum pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:
 - (a) To make and collect Assessments and other charges against members as Unit Owners (whether or not such same are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties.
 - (b) To assume all of Developers' and/or its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominum Property (including, without limitation, any and all obligations imposed by any permits or approvate issued by the County and/or by the Existing Encumbrances, as same may be amended, modified or interpreted from time to time) and, in either such instance, the Association shall indemnify and hold Developer and its affiliates namiliess with respect thereto in the event of the Association's failure to fulfill those responsibilities.
 - (c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.
 - (d) To maintain, repair, replace, reconstruct, add to and operate the Condominum Property and/or Association Property, and other property acquired or leased by the Association.
 - (e) To putchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
 - (f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and Association Property and for the health, comfort, safety and welfare of the Unit Owners.
 - (g) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration.
 - (b) To enforce by legal means the provisions of the Act, the Dectaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property and Association Property.

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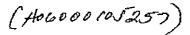
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- To contract for the management and maintenance of the Condominium Property and/or Association Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out to powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- To employ personnel to perform the services required for the proper operation of the Condominium and the Association Property.
- (k) The obligation to (1) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions with regard to the District.
- (i) To execute all documents or consents, on behalf of all Unit Owners (and their mongagess), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Unit Owner, by acceptance of the deed to such Owner's Unit, and each mortgages of a Unit by acceptance of a tien on said Unit, appoints and designates the President of the Association as such Unit Owner's and mortgages's agent and attorney in-fact to execute, any and all such documents or consents.
- 5.3 <u>Association Property.</u> All funds and the falle to all properties acquired by the 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 Bylaws.
- 5.4 <u>Distribution of Income: Dissolution</u> The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617) Florida Statutes).
- 5.5 <u>Limitation</u>. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the Bylaws and the Act, provided that in the event of conflict, the provisions of the Act shall control over those of the Declaration and Bylaws.

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ARTICLE VI MEMBERS

- Membership. The members of the Association shall consist of all of the record falle owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their successors and assigns. In the event that a Unit is owned by a legal entity (e.g., other than a natural person), then the officer, director or other official so designated by such logal entity shall exercise such Owner's membership rights, as more particularly set forth herein and in the Bylaws.
- 6.2 <u>Assignment.</u> 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 apparenance to the Unit for which that share is held.
- 6.3 <u>Voting.</u> On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit. All votes shall be exercised or east in the manner provided by the Declaration and Bylaws. Any person or entity owning more than one Unit shall be entitled to east the aggregate number of votes attributable to all Units owned.
- 6.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE VII TERM OF EXISTENCE

The Association shall have perpenual existence, unless dissolved in accordance with applicable law.

ARTICLE VIII INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

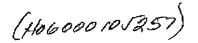
Jason Whiteman

One Southeast Third Avenue 28th Floor Miami, Florida 33131

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ARTICLE IX OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President.

Jeffrey Lagomacini

14160 Palmeno Frontage Road

Suite 21

Mami, FL 33016

Vice President

Alex Rule

14160 Palmetto Frontage Road

Suite 21

Miami, FL 33016

Secretary/Treasurer:

Alexander Voga

14160 Paimetto Frontage Road

Suite 21

Miami, FL 33016

ARTICLE X DIRECTORS

- 10.1 Number and Quantification. The property, business and affairs of the Association shall be managed by a hoard consisting of the number of directors determined in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors nor more than nine (9) directors. Directors need not be members of the Association. Directors must be natural persons who are 18 years of age or older. Any person who has neen convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony).
- 10.2 <u>Duties and Powers</u>. All of the daties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylows shall be exercised exclusively by the Board of Directors, its agent, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

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- 10.3 Election: Removal Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 10.4 <u>Term of Developer's Directors.</u> The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 10.5 Engl Directors. The names and addresses of the members of the first Board of Directors who shall hold office upul their successors are elected and have taken office, as provided in the Bylaws, are as follows:

Jeffrey Lagomacini 14160 Palmeno Frontage Road Spist 21 Miami, FL 33016

Osvaldo Guerra 14160 Palmetto Frontage Road Suite 21 Miamu, FL 33016

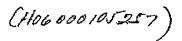
Alexander Vega 14160 Palmetto Frontage Road Suite 21 Matta, FL 33016

10.6 Standards. A Director shall discharge his or her duties as a director, including any duties as a member of a Commutee: in good faith; with the care an ordinary prodent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes refiance unwarranted, a Director, in discharging his or her duties, may rely on information, opinions, reparts or statements, including financial statements and other data, if prepared or presented by, one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accommants or other persons as to maners the Director reasonably believes are within the persons professional or experi competence; or a Commutee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not table for any action taken as a director, or any faiture to take action, if he or she performed the duties of his or her office in compliance with the foregoing standards.

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ARTICLE XI INDEMNIFICATION

- Indemnites. The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he or she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against hability incurred in connection with such proceeding, including any appeal thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Association and, with respect to any crimmal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of note contentere or its equivalent shall not, of itself, creete a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.
- 11.2 Independication The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a director. officer, employed, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of fitigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good fauth and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this Amele 11 in respect of any claim, issue, or matter as to which such person shall have been adjudged to be hable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in, view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.
- 11.3 Indemnification for Expenses. To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in subsection 11.1 or 11.2, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses actually and reasonably incurred by him or her in connection therewith
- 11.4 <u>Determination of Applicability</u>. Any indemnification under subsection 11.1 or subsection 11.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that

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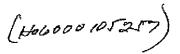
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indemnification of the director, officer, employee, or agent is proper under the circumstances because he or she has met the applicable standard of conduct set forth in subsection 11.1 or subsection 11.2. Such determination shall be made:

- By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;
- (b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duty designated by the Board of Directors (in which directors who are parties may participate) consisting soluty of two or more Directors not at the time parties to the proceeding;
- (c) By independent tegal counsel:
 - selected by the Board of Directors prescribed in paragraph 11 4(a) or the committee prescribed in paragraph 11.4(b); or
 - (2) if a quorum of the Directors cannot be obtained for paragraph 1;4(a) and the Committee cannot be designated under paragraph 1;4(b), selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or
- (d) By a majority of the voting injerests of the members of the Association who were not parties to such proceeding.
- 11.5 <u>Determination Recording Expenses</u>. Evaluation of the transmableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by paragraph 11.4(c) shall evaluate the masonableness of expenses and may authorize Indemnification.
- 11.6 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or enimal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he she is ultimately found not to be entitled to indemnification by the Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.
- 1.7 Fixelesivity. Exclusions. The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or desinterested directors, or otherwise, both as to action in his or her official capacity and as to action is nother capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final Articles.

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adjudication establishes that his or her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his or ner conduct was lawful or had no reasonable cause to believe his or ner conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or
- (c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.
- 11.8 Continuing Effect. Indemnification and advancement of expenses as provided in this Article 11 shall continue as, unless otherwise provided when authorized or ratified, to a person who has seased to be a director, officer, employee, or agent and shall mure to the benefit of the being, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.
- 11.9 Application to Count. Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the crucial court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:
 - (a) The director, officer, employee, or agent is entitled to mandatory indemnification under subsection 113, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;
 - (b) The director, officer, employed, or agent is equitled to Indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to subsection 11.7; or
 - (c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person net the standard of conduct set form in subsection 11.1, subsection 11.2, or subsection 11.7 unless (a) a count of competent jurisdaction determines, after all available appeals have been exhausted or not pursued by the

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proposed indemnities, that he or she did not act in good faith or acted in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (h) such count further specifically determines that indemnification should be denied. The termination of any 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 did act in a manner which he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

- 11.10 <u>Defiations</u>. For purposes of this Article 11, the term "expenses" shall be deemed to include attorneys' fees and related "out-of-pocker" expenses, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether format or informat; and the term "agent" shall be deemed to include a volunteer, the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes dattes on, and which are accepted by, such persons.
- 11.11 Effect The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any applicable law, agreement, vote of members or otherwise.
- 11.12 Amendment Anything to the contrary herein norwithstanding, no amendment to the provisions of this Article 11 shall be applicable as to any party eligible for indemnification hereunder who has not given his or her prior written consent to such amendment.

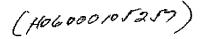
ARTICLE XII BYLAWS

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

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ARTICLE XIII AMENDMENTS

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

- 13.1 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.
- 13.2 Adoption Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act).
- 13.3 Limitation. No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in subsections 5.3, 5.4 or 5.5, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units No antendment shall be made that is in conflict with the Act, the Declaration or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options become provided in favor of or reserved to the Developer and/or Institutional First Mortgagess, unless the Developer and/or the Institutional First Mortgagess, shall join in the execution of the amendment. No amendment to this paragraph 13.3 shall be effective.
- 13.4 <u>Developer Amendments</u>. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.
- 13.5 Recording A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida with an identification on the first page thereof of the book and page of said public records where the Dectaration was recorded which contains, as an exhibit, the initial recording of these Articles.

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ARTICLE XIV INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The name and street address of the first registered agent authorized to accept service of process within the State for the Association is Jeffrey Lagornavini, 14160 Palmeno Frontage Road, Suite 21, Miami, Florida 33016.

WITNESS WHEREOF, the Incorporator has affixed its signature this 19 day of 2006.

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CERTIFICATE DESIGNATING REGISTERED AGENT

Having been named as registered to accept service of process for the above stated corporation at 14160 Palmetto Frontage Road, Suite 21, Miami, Florida 33016, Jeffrey Lagornacini is familiar with and accepts the appointment as registered agent agrees to act in this capacity

DATED this 8 day of ATIVE 2006

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