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FLORIDA PROFIT/NON PROFIT CORPORATION

MIRAMAR TOWN CENTER CLUB ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
MIRAMAR TOWN CENTER CLUB ASSOCIATION, INC.
(A CORPORATION NOT-FOR-PROFIT)**

Miramar Town Center Club Association
Articles of Incorporation

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**ARTICLES OF INCORPORATION
OF
MIRAMAR TOWN CENTER CLUB 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 MIRAMAR TOWN CENTER CLUB ASSOCIATION, INC. (the "**Association**").
2. **Principal Office.** The principal office of the Association is 80 SW 8th Street, Suite 1870, Miami, Florida 33130.
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 club plan entitled Club Miramar Town Center Residences Club Plan (the "**Club Plan**") will be recorded in the Public Records of Broward County, Florida, and shall govern all of the operations of the Club known as Club Miramar Town Center Residences. All initially capitalized terms not defined herein shall have the meanings set forth in the Club Plan.

5. **Purpose of the Association.** The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Club Property, and improvements thereon; (b) perform the duties delegated to it in the Club Plan, if any; (c) administer the interests of the Association and the Members; (d) promote the health and welfare of the Members.

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.

7. **Powers of the Association.** the Association shall, subject to the limitations and reservations set forth in the Club Plan, 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 Club Plan and By-Laws, as herein provided.

7.2. To enforce, by legal action or otherwise, the provisions of the Club Plan and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Club Miramar Town Center Residences.

7.3. 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 Club Property).

7.4. 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.

7.5. To perform all functions of Club Owner in the event Association acquires the Club pursuant to the Club Plan.

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

7.7. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association and to effectuate all of the purposes for which the Association is organized.

7.8. 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.

Miramar Town Center Club Association
Articles of Incorporation

7.9. To employ personnel and retain independent contractors to contract for management of the Association and if Association acquires the Club and Club Property as provided in the Club Plan and to delegate in such contract all or any part of the powers and duties of the Association.

7.10. To contract for services to be provided to, or for the benefit of, the Association.

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

7.12. To hold all funds and property owned and acquired by Association in the name of Association for the benefit of Members in accordance with the provisions of these Articles, and the By-Laws.

8. Voting Rights. Members 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 three (3) members. Board members shall be appointed and/or elected as stated in the By-Laws. The election and/or appointment of directors shall be held at the annual meeting of the Members. Directors shall be elected and/or appointed for a term expiring on the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Lauren Kahn	Brickell Bayview Center, 80 SW 8 th Street Suite 1870 Miami, Florida 33130
Susan Scirats	Brickell Bayview Center, 80 SW 8 th Street, Suite 1870 Miami, Florida 33130
Joel Kavin	Brickell Bayview Center 80 SW 8 th Street Suite 1870 Miami, Florida 33130

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 judicial circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved and the Association, 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 the Association and its properties.

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 Articles shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer and Club Owner which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these 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. Notwithstanding the foregoing, no amendment to these Articles shall adversely affect the rights of Developer and/or Club Owner.

12.2. Amendments Prior to and Including the Community Completion Date. Prior to and including the Community Completion Date, Developer shall have the right to amend these 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 Articles prior to and including the Community Completion 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 Community Completion 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 Community Completion Date. After the Community Completion Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of majority of the Board present (in person or by proxy), at a duly noticed meeting of the Members in which there is a quorum.

13. Limitations.

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

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

13.3. By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the incorporator of this corporation is:

Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131

15. 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 officers who shall serve until their successors are elected by the Board are as follows:

<u>President:</u>	Lauren Kahn Brickell Bayview Center 80 SW 8 th Street Suite 1870 Miami, Florida 33130
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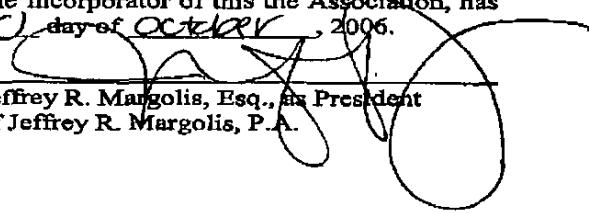
<u>Vice President</u>	Susan Serrats Brickell Bayview Center 80 SW 8 th Street Suite 1870 Miami, Florida 33130
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<u>Secretary/Treasurer</u>	Joel Kovin Brickell Bayview Center 80 SW 8 th Street Suite 1870 Miami, Florida 33130
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16. 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 attorneys' 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.

17. 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.


IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this the Association, has executed these Articles of Incorporation as of this 30 day of OCTOBER, 2006.


Jeffrey R. Margolis, Esq., as President
of Jeffrey R. Margolis, P.A.

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

October The foregoing instrument was acknowledged before me this 30 day of October, 2006 by JEFFREY R. MARGOLIS, ESQ., as President of JEFFREY R. MARGOLIS, P.A. who is personally known to me.

My commission expires:


NOTARY PUBLIC, State of Florida at Large
Print name: MAXINE C. PAPY



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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 30 day of October, 2006.

JEFFREY R. MARGOLIS, P.A.

By: 

JEFFREY R. MARGOLIS, ESQ.
as President

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TALLAHASSEE, FLORIDA

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