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FLORIDA PROFIT/NON PROFIT CORPORATION
Quail Owners' Association, Inc.

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**ARTICLES OF INCORPORATION
FOR
QUAIL OWNERS' ASSOCIATION, INC.
(a Florida not for profit corporation)**

**ARTICLE I
NAME; PRINCIPAL OFFICE**

1.1 Name. The name of the corporation shall be **QUAIL OWNERS' 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."

1.2 Principal Office. The principal office and mailing address of the Association shall be at 2255 Glades Road, Suite 324 East, Boca Raton, FL 33431, 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 Chapter 617, Florida Statutes, the Florida Not For Profit Corporation Act (the "Act").

**ARTICLE II
PURPOSE AND POWERS**

2.1 Purpose. The purpose of the Association shall be to serve as a homeowners association under Section 720.301, *et seq.*, Florida Statutes, and more particularly authorized by the Declaration of Covenants, Restrictions and Easements for Quail Estates, recorded (or to be recorded) in the Public Records of Orange County, Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). All of the definitions set forth in the Declaration are hereby incorporated herein by this reference. The further objects and purposes of the Association are to preserve the values and amenities in the Property and to maintain the Common Areas thereof for the benefit of the Members of the Association.

2.2 No Individual Benefit. The Association is not organized for profit and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

2.3 Corporate Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles and the Declaration above identified. The Association shall also have all of the powers necessary to implement the purposes of the Association as set forth in the Declaration and to provide for the general health and welfare of its membership.

2.4 Delegation. The Association shall have the power to contract for the management of the Association and to delegate to the party with whom such contract has been entered into (which may be an affiliate of the Developer) the powers and duties of the Association, except those which require specific approval of the Board of Directors or Members.

2.5 Association Property. All funds and the title 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.

2.6 Stormwater Management System. The Association shall operate, maintain and manage the surface water or stormwater management system(s) contained in the Property in a manner consistent with the St. Johns River Water Management District (the "District") Permit requirements and applicable District rules, and shall assist in the enforcement of the terms of the Declaration that relate to the surface water or stormwater management system.

2.7 Perpetual Existence. The Association shall have perpetual existence.

2.8 Distribution of Income; Dissolution.

(a) The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers.

(b) 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).

(c) In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system shall be transferred to and accepted by an entity which would comply with Section 40C-42.027 of the Florida Administrative Code, or any successor thereto, and be approved by the District prior to such termination, dissolution or liquidation.

2.9 Limitation. 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 applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration, these Articles and the Bylaws.

ARTICLE III MEMBERS

3.1 Membership. The members of the Association shall consist of the Developer and all of the record title owners of Lots within the Community from time to time (the "Owners").

3.2 Assignment. The membership in the Association shall be appurtenant to and run with ownership of each Lot in the Community. Upon acquisition of a Lot within the Community, the Lot owner shall automatically become a Member of the Association, and upon the sale of a Lot in the Community, the Membership appurtenant to said Lot shall automatically pass to the subsequent grantee of title to the Lot. A Membership in the Association may not otherwise be transferred, assigned or hypothecated.

3.3 Voting. The Association shall have two (2) classes of voting membership:

(a) Class A. Class A Members shall be all Owners with the exception of the Class B Member, if any. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership under Section 1 hereof, *provided, however*, there shall be only one (1) vote per Lot. In any situation where a Person is entitled personally to exercise the vote for his Lot and more than one (1) Person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class B. The Class B Member shall be the Developer, its successors or assigns. The Class B Member shall have one (1) vote for each Lot which it owns plus five (5) votes for each vote entitled to be cast at any time and from time to time on behalf of the Class A Members. The Class B Member's membership shall cease and terminate three (3) months after ninety percent (90%) of the Lots within the Community have been sold and conveyed by the Developer (or its affiliates) to an Owner other than Developer or a builder, contractor or other who purchases the Lot for the purposes of constructing improvements thereon for resale, or sooner at the election of the Developer (the "Transition Date"), whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association.

All votes shall be exercised or cast in the manner provided by the Declaration and Bylaws.

3.4 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 IV DIRECTORS

4.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined from time to time by the Board in the manner provided by the Bylaws, but which shall consist of not less than three (3) directors. All directors shall be members of the Association or shall be authorized representatives, officers, or employees of corporate members of the Association, or designees of the Developer.

4.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required.

4.3 Initial Directors. The names and addresses of the initial members of the Board of Directors who shall hold office until their successors are duly elected and qualified as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
David Shapiro	2255 Glades Road, Suite 324 East Boca Raton, FL 33431
Alec Engelstein	2255 Glades Road, Suite 324 East Boca Raton, FL 33431
Harry Engelstein	2255 Glades Road, Suite 324 East Boca Raton, FL 33431

4.4 Election. Except as otherwise provided herein, as except for the initial members of the Board of Directors, 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. Notwithstanding anything herein contained to the contrary, from and after the Transition Date, Members other than the Developer shall be entitled to elect at least a majority of the members of the Board of Directors of the Association; provided, however, that as long as the Developer holds for sale in the ordinary course of business not less than five percent (5%) of the Lots contained within the Property, the Developer is entitled (but not obligated) to elect at least one member of the Board.

4.5 Term; Removal. Directors elected by the Owners shall hold office until the next succeeding annual meeting of members, and thereafter until their successors are elected and qualified. Directors may resign or be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

4.6 Vacancy. If a director elected by the general membership shall, for any reason, cease to be a director, the remaining directors so elected may elect a successor to fill the vacancy for the balance of the term.

4.7 Early Transition. The Developer may transfer control of the Association to Owners other than the Developer prior to the Transition Date in its sole discretion by causing enough of its appointed directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided the Owners other than Developer receive at least fourteen (14) days' notice of Developer's decision to cause its appointees to resign, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Owners other than the Developer refuse or fail to assume control.

ARTICLE V OFFICERS

5.1 Officers Provided For. The Association shall have a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board of Directors may from time to time elect. One person may be appointed to serve in multiple officer positions.

5.2 Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the Bylaws, shall be elected by the Board of Directors for terms of one (1) year and thereafter until qualified successors are duly appointed and have taken office. The Bylaws may provide for the method of voting in the appointment, for the removal from office of officers, for filling vacancies and for the duties of the officers. The officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice President shall automatically succeed to the office or perform its duties and exercise its powers. If any office shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy.

5.3 Initial Officers. The names and addresses of the initial officers of the Association, who shall hold office until the first annual meeting of directors and thereafter until successors are duly elected and have taken office, shall be as follows:

President:

David Shapiro	2255 Glades Road, Suite 324 East Boca Raton, FL 33431
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Vice President:

Alec Engelstein	2255 Glades Road, Suite 324 East Boca Raton, FL 33431
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Secretary / Treasurer:

Harry Engelstein	2255 Glades Road, Suite 324 East Boca Raton, FL 33431
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ARTICLE VI INDEMNIFICATION PROVISIONS

6.1 Indemnification.

(a) 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 is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, to the full extent permitted by law.

(b) The Association shall indemnify to the full extent permitted by law 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 is or was a director, officer, employee, 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 litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof.

6.2 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 Section 6.1(a) or Section 6.1(b), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith to the full extent permitted by law.

6.3 Determination of Applicability. Any indemnification under Section 6.1(a) or Section 6.1 (b), 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 indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in applicable law. 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 proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

(c) By independent legal counsel:

(i) selected by the Board of Directors prescribed in paragraph (a) or the committee prescribed in paragraph (b); or

(ii) if a quorum of the Directors cannot be obtained for paragraph (a) and the Committee cannot be designated under paragraph (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 interests of the members of the Association who were not parties to such proceeding.

6.4 Determination Regarding Expenses. Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible.

6.5 Advancing Expenses. Expenses incurred by an officer or director in defending a civil or criminal 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 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.

6.6 Exclusivity. The indemnification and advancement of expenses provided pursuant to this Article VI 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, or vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office to the full extent permitted by law.

6.7 Continuing Effect. Indemnification and advancement of expenses as provided in this section shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

6.8 Definitions. For purposes of this Article VI, the term "expenses" shall be deemed to include attorneys' fees, 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 formal or informal; 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 duties on such persons.

6.9 Amendment. Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article VI shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

ARTICLE VII BYLAWS

The first Bylaws of the 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 VIII AMENDMENTS

8.1 Notice. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors unless the approval of the membership of the Association is required under the Declaration, in which case the members must approve said amendment.

8.2 Proviso. No amendment to these Articles may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Living Units without the consent of said Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Act or the Declaration.

8.3 Developer Amendments. 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.

ARTICLE IX
INCORPORATOR

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

NAME

David Shapiro

ADDRESS


2255 Glades Road, Suite 324 East
Boca Raton, FL 33431

ARTICLE X
INITIAL REGISTERED OFFICE:
ADDRESS AND NAME OF REGISTERED AGENT

The registered office of this corporation shall be at 2255 Glades Road, Suite 324 East, Boca Raton, FL 33431, with the privilege of having its office and branch offices at other places within or without the State of Florida.

The registered agent of this corporation shall be David Shapiro, having an address of 2255 Glades Road, Suite 324 East, Boca Raton, FL 33431.

IN WITNESS WHEREOF, the Incorporator has affixed his signature below.


David Shapiro, Incorporator

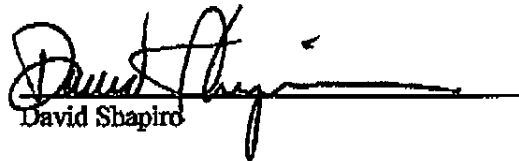
**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing articles of incorporation, in the County of Palm Beach, State of Florida, the Association named in the said articles has named David Shapiro, having an address of 2255 Glades Road, Suite 324 East, Boca Raton, FL 33431, as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity.

DATED this 7th day of January, 2011.


David Shapiro

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