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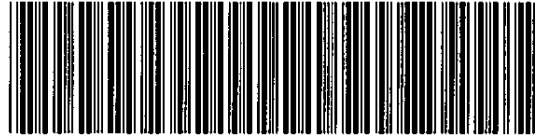
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*Approved & Restored
Articles
SJ*

07 OCT 24 PM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

FILED

**Law Office of
Jamie B. Greusel, Esquire**

1104 North Collier Boulevard
Marco Island, FL 34145
239-394-8111

Jamie B. Greusel
Licensed in FL and NJ

October 17, 2007

State of Florida
Department of State
Corporate Division
P.O. Box 6327
Tallahassee, FL 32314

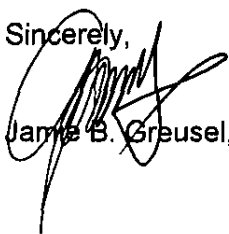
Re: The Mirage on the Gulf Condominium Association, Inc.

Gentlemen/Ladies:

Enclosed is the original Articles of Incorporation in duplicate for the corporation referenced above and a check in the amount of \$78.50.

Kindly file the original and return a certified copy to our office.

Sincerely,


Jamie B. Greusel, Esq.

JBG/rs
Enclosure

FILED
07 OCT 24 PM 9:17
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED ARTICLES OF INCORPORATION
FOR
THE MIRAGE ON THE GULF CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

The name of the corporation, hereinafter called "Condominium Association" is THE MIRAGE ON THE GULF CONDOMINIUM ASSOCIATION, INC. and the corporate office address is 1070 South Collier Blvd., Marco Island, FL 34145.

ARTICLE II

PURPOSE AND POWERS: The purpose for which the Condominium Association is organized is to provide an entity in accordance with the Condominium Act for the operation of The Mirage on the Gulf Condominium, a Condominium, located in Collier County, Florida.

The Condominium Association is organized and shall exist upon a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earning of the Condominium Association shall be distributed or inure to the private benefit of any member, director or officer of the Condominium Association. For the accomplishment of its purposes, the Condominium Association shall have all of the common law and statutory powers and duties of a corporation not for profit under the laws of the State of Florida, and as provided in these Amended and Restated Articles of Incorporation, the Amended and Restated Declaration of Condominium, and the Amended and Restated By-laws or the Florida Condominium Act, as they may be amended from time to time.

The Condominium Association shall have all the powers and duties reasonably necessary to operate the Condominium pursuant to the Amended and

Restated Declaration and as it may hereafter be amended, including, but not limited to, the following:

A. To make and collect assessments against the members of the Condominium Association in order to defray the costs, expenses and losses of the Condominium Association, and to use the proceeds of said assessments in the exercise of its powers and duties;

B. To protect, maintain, repair, replace and operate the Condominium Property;

C. To purchase insurance on the Condominium Property and Association Property for the protection of the Condominium Association, its members and their mortgagees;

D. To make, amend, and enforce reasonable rules and regulations governing the use of the Common Elements, and the operation of the Condominium Association;

E. To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Amended and Restated Declaration of Condominium and the Amended and Restated By-laws;

F. To reconstruct improvements after casualty and to make further improvements to the Condominium Property;

G. To enforce the provisions of the Condominium Act, the Amended and Restated Declaration of Condominium, these Amended and Restated Articles, the Amended and Restated By-laws and any Rules and Regulations of the Condominium Association, as amended;

H. To contract for the management and maintenance of the Condominium Association and the Condominium Property, and to delegate any powers and duties of the Condominium Association in connection therewith except such as are specifically required by the Amended and Restated Declaration of Condominium to be exercised by the Board of Directors or the membership of the Condominium Association;

I. To employ accountants, attorneys, architects, and other professional personnel to perform the services required for the proper operation of the Condominium Association and Condominium Property;

J. To acquire real and personal property in the name of the Condominium Association;

K. To borrow money, if necessary, to perform its other functions hereunder.

All funds and the title to all property acquired by the Condominium Association shall be held for the benefit of the members in accordance with the provisions of the Amended and Restated Declaration of Condominium, these Amended and Restated Articles of Condominium, and the Amended and Restated By-laws, as may be amended from time to time.

ARTICLE III

MEMBERSHIP: The members of the Condominium Association shall consist of all record owners of a fee simple interest in one or more units in the Condominium, and as further provided in the Amended and Restated By-laws. After termination of the Condominium, the members shall consist of those who are members at the time of such termination. After receiving approval of the Condominium Association as required by the Amended and Restated Declaration of Condominium, change of membership shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument and by delivery to the Condominium Association of a copy of such instrument. The share of a member in the funds and assets of the Condominium Association cannot be assigned or otherwise transferred in any manner except as an appurtenance to his unit. The owners of each unit, collectively, shall be entitled to one vote in the Condominium Association matters as set forth in the Amended and Restated Declaration of Condominium and Amended and Restated Bylaws. The manner of exercising voting rights shall be as set forth in the Amended and Restated Bylaws.

ARTICLE IV

TERM: The term of the Condominium Association shall be perpetual.

ARTICLE V

BY-LAWS: The Amended and Restated Bylaws of the Condominium Association may be amended or rescinded in the manner provided for therein.

ARTICLE VI

AMENDMENTS: Amendments to these Articles may be proposed by the Board or by written petition to the Board signed by the owners of at least one-

fourth (1/4th) of the units. Upon any amendment or amendments to these Articles being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can still be given. Except as otherwise provided by law, or by specific provision of the Condominium Documents, these Articles may be amended if the proposed amendment is approved by at least two-thirds (2/3rds) of the Voting Interests who are present, in person or by proxy, at any annual meeting or special meeting called for the purpose.

Any amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Collier County, Florida.

ARTICLE VII

DIRECTORS AND OFFICERS: The affairs of the Condominium Association shall be administered by a Board consisting of the number of Directors determined by the Amended and Restated Bylaws, but in any event no less than three (3) Directors, and no greater than seven (7) Directors. All Directors shall be elected by the members in the manner detailed in the Amended and Restated Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Amended and Restated Bylaws. The officers shall conduct the business of the Condominium Association, and shall be elected by the Board at its first meeting following the annual meeting of the members of the Condominium Association and shall serve at the pleasure of the Board.

ARTICLE VIII

INDEMNIFICATION: The Condominium Association shall indemnify every Director and every officer of the Condominium Association against all expenses and liabilities including attorney's fees incurred by or imposed on them in connection with any legal proceeding to which he may become a party as a result of his position as an officer or director of the Condominium Association, provided, however, said indemnification shall not apply in the event of gross negligence or willful misconduct of the Director or officer, or in any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in the best interest of the Condominium Association.

CERTIFICATE

The undersigned, being the duly elected President and Secretary of The Mirage on the Gulf Condominium Association, Inc. hereby certify that the foregoing were duly proposed by the Board and that the foregoing were approved by at least a majority of the votes of all Unit Owners at a meeting held on September 12, 2007, in accordance with the requirements of the Articles of Incorporation for their amendment. The foregoing both amend and restate the Articles of Incorporation in their entirety.

Executed this 15 day of October, 2007.

THE MIRAGE ON THE GULF
CONDOMINIUM ASSOCIATION, INC.
A Florida not-for-profit corporation

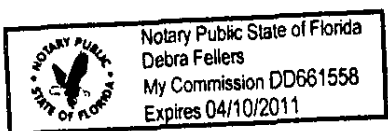
By: Roger LaFato

Print name: ROGER LAFATO
As President

Attest: Robert C. Roetschen
Print Name: ROBERT C ROETSCHEN
As Secretary

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me on this 15 day of October, 2007 by Debra Fellers, President of The Mirage on the Gulf Condominium Association, Inc., who is personally known to me or who has produced _____ (type of identification) as identification.

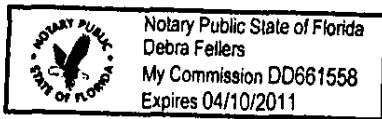


Debra Fellers
Notary Public
Print Name: Debra Fellers
My commission expires: 4-10-11

(SEAL)

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me on this 15 day of October, 2007 by Robert C. Roesehen Secretary of The Mirage on the Gulf Condominium Association, Inc, who is personally known to me or who has produced _____ (type of identification) as identification.



(SEAL)

Debra Fellers
Notary Public
Print Name: Debra Fellers
My commission expires: 4-10-11

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FOR
THE MIRAGE ON THE GULF CONDOMINIUM ASSOCIATION, INC.

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F. To reconstruct improvements after casualty and to make further improvements to the Condominium Property;

G. To enforce the provisions of the Condominium Act, the Amended and Restated Declaration of Condominium, these Amended and Restated Articles, the Amended and Restated By-laws and any Rules and Regulations of the Condominium Association, as amended;

H. To contract for the management and maintenance of the Condominium Association and the Condominium Property, and to delegate any powers and duties of the Condominium Association in connection therewith except such as are specifically required by the Amended and Restated Declaration of Condominium to be exercised by the Board of Directors or the membership of the Condominium Association;

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CERTIFICATE

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Executed this 15 day of October, 2007.

THE MIRAGE ON THE GULF
CONDOMINIUM ASSOCIATION, INC.
A Florida not-for-profit corporation

By: Roger LaFato

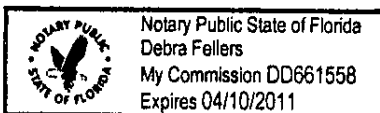
Print name: ROGER LAFATO
As President

Attest: Robert C Roeschen

Print Name: ROBERT C ROESCHEN
As Secretary

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me on this 15 day of October, 2007 by Roger LaFato, President of The Mirage on the Gulf Condominium Association, Inc., who is personally known to me or who has produced _____ (type of identification) as identification.

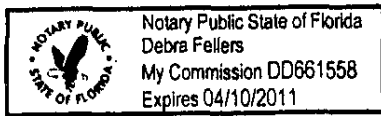


Debra Fellers
Notary Public
Print Name: Debra Fellers
My commission expires: 4-10-11

(SEAL)

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me on this 15 day of October, 2007 by Robert A. Roescher, Secretary of The Mirage on the Gulf Condominium Association, Inc, who is personally known to me or who has produced _____ (type of identification) as identification.



Debra Fellers
Notary Public
Print Name: Debra Fellers
My commission expires: 4-10-11

(SEAL)