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DIVISION OF CORPORATIONS

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Hugo E. Vesta
Requester's Name
501 Brickell Key Dr. #300
Address
Miami, Fl. 33131
City State ZIP Phone

CORPORATION(S) NAME

Coral Gables Villas Condominium association, Inc.

( ) Profit
(X) NonProfit
( ) Amendment
( ) Merger
( ) Foreign
( ) Dissolution
( ) Mark
( ) Limited Partnership
( ) Annual Report
( ) Other
( ) Reinstatement
( ) Reservation
( ) Change of Registered Agent
(X) Certified Copy
( ) Photo Copies
( ) Certificate Under Seal
( ) Call When Ready
( ) Call If Problem
( ) After 4:30
(X) Walk In
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~~W96-17867~~

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CR2E031 (R8-85)

FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

August 26, 1996

EMPIRE

TALL, FL 32301

SUBJECT: CORAL GABLES VILLAS CONDOMINIUM ASSOCIATION, INC.
Ref. Number: W96000017867

We have received your document for CORAL GABLES VILLAS CONDOMINIUM ASSOCIATION, INC. and your check(s) totaling $122.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Section 617.0202(d), Florida Statutes, requires the manner in which directors are elected or appointed be contained in the articles of incorporation. A statement making reference to the bylaws is acceptable.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (904) 487-6904.

Freida Chesser
Corporate Specialist

Letter Number: 096A00040367

96 SEP -3 PM 12:19

ARTICLES OF INCORPORATION
OF
CORAL GABLES VILLAS CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator(s) for the purpose of forming a corporation Not-for-Profit pursuant to the laws of the State of Florida, hereby adopts these Articles of Incorporation.

ARTICLE I
NAME OF THE CORPORATION

The name of this corporation shall be:

CORAL GABLES VILLAS CONDOMINIUM ASSOCIATION, INC.

3735 Tamiami Trail, Suite 208, Miami, Fl. 33134

The corporation shall be referred to in this instrument as the "Association", and these Articles of Incorporation shall be referred to as the "Articles", and the By-Laws of the Association shall be referred to as the "By-Laws".

ARTICLE II
PURPOSE OF THE CORPORATION

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the administration, operation, maintenance and management of that certain condominium located in Dade County, Florida, and known as: CORAL GABLES VILLAS CONDOMINIUM, A CONDOMINIUM (the "Condominium").

ARTICLE III
DEFINITIONS AND TERMS

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

ARTICLE IV
POWERS OF THE ASSOCIATION

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

4.1 GENERAL. The Association shall have all of the common-law and statutory powers of a corporation Not-for-Profit and a corporation for profit under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

4.2 ENUMERATION. The Association shall have the powers and duties set forth in the Act, and except as limited by the Act, those powers and duties set forth in these Articles, the By-Laws and the Declaration, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, and as more particularly described in the By-Laws, 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, and to use the proceeds thereof in the exercise of it's powers and duties;

(b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property;

(c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and other property acquired or leased by the Association;

(d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, it's officers, directors and Unit Owners;

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units and the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners;

(f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration;

(g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property, subject to, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating (in any manner) to claims or potential claims against the Developer as set forth in the Declaration and/or By-Laws;

(h) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out it's 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 with such funds as shall be made available by the Association for such purposes. The Association and it's officers shall, however, retain at all times, the powers and duties granted by the Act, including but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association; and

(i) The employ personnel to perform the services required for the proper operation of the Condominium.

4.3 ASSETS OF THE ASSOCIATION. 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 By-Laws.

4.4 DISTRIBUTION OF INCOME AND DISSOLUTION. The Association shall make no distribution of income to it's members, directors or officers, and upon dissolution, all assets of the Not-for-Profit Association shall be transferred only to another Not-for-Profit corporation, or a public agency, or as otherwise authorized by the statutes of the State of Florida pertaining to a corporation Not-for-Profit.

4.5 LIMITATION. The powers of the Association shall be subject to, and shall be exercised in accordance with the provisions hereof, and the Declaration, the By-Laws and the Act, provided, however, that in the event of conflict, the provisions of the Act shall control over those of the Declaration and By-Laws.

ARTICLE V
MEMBERS OF THE ASSOCIATION

5.1 MEMBERSHIP. The members of the Association shall consist of all of the record title 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/or assigns.

5.2 ASSIGNMENT. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred (in any manner whatsoever) except as an appurtenance to the Unit for which that share is held.

5.3 VOTING. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Residential Unit, which vote shall be exercised or casted in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Residential Unit shall be entitled to one vote for each Residential Unit owned.

5.4 MEETINGS. The By-Laws 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 VI
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII
INCORPORATOR(S) OF THE CORPORATION

The name and street address of the Incorporator(s) of these Articles of Incorporation is:

NAME	ADDRESS
1. SERAFIN M. GARCIA	3735 Tamiami Trail (8th Street) Suite 208 Coral Gables, Florida 33134

ARTICLE VIII
OFFICER(S) OF THE ASSOCIATION

The affairs of the Association shall be administered by the officer(s) holding the offices designated in the By-Laws. The officer(s) shall be elected by the Board of Administrators of the Association at it's first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Administrators. The By-Laws may provide for the removal from office of officer(s), for filing vacancies and for the duties and qualifications of the officer(s). The names and addresses of the officers who shall serve until their successors are designated by the Board of Administrators are as follows:

TITLE	NAME	ADDRESS
PRESIDENT	SERAFIN M. GARCIA	3735 Tamiami Trail Suite 208 Coral Gables, Fl 33134
VICE-PRESIDENT	HECTOR E. ARAGON	3735 Tamiami Trail Suite 208 Coral Gables, FL 33134
SECRETARY	HUGO E. DORTA	Brickell Bay Tower 1001 S. Bayshore Drive 27th Floor Miami, FL 33131

ARTICLE IX
DIRECTOR(S) OF THE ASSOCIATION

9.1 NUMBER AND QUALIFICATION. The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors. During the period in which the Developer is in control of the Condominium, the Directors need not be members of the Association; provided, however, upon the turnover any Director shall be a Unit Owner.

9.2 DUTIES AND POWERS. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Administrators, it's agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.3 ELECTION AND REMOVAL. The 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 By-Laws. The Administrators of the Association may be removed, and vacancies on the Board of Administrators shall be filed in the manner provided by the By-Laws.

9.4 TERM OF DEVELOPER'S DIRECTORS. The Developer of the Condominium shall appoint the members of the first Board of Administrators and their replacements who shall hold office for the periods described in the By-Laws.

9.5 FIRST ADMINISTRATORS. The names and addresses of the members of the first Board of Administrators who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME	ADDRESS
SERAFIN M. GARCIA	3735 Tamiami Trail Suite 208 Coral Gables, Florida 33134
HECTOR E. ARAGON	3735 Tamiami Trail Suite 208 Coral Gables, Florida 33134
HUGO E. DORTA	Brickell Bay Tower 1001 South Bayshore Drive 27th Floor Miami, Florida 33131

ARTICLE X
INDEMNIFICATION

10.1 INDEMNITY. The Association shall indemnify and person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he/she is or was a Director, Officer, employee or agent of the Association, against expenses (including but not limited to, attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceedings unless: (a) A court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he 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/she had reasonable cause to believe his/her conduct was unlawful; and (b) Such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or it's 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/she reasonably believed to be not in, or opposed to, the interest of the Association, and with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

10.2 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 action, suit or proceeding referred to in Article 10.1 [Indemnity] hereof, or in defense of any claim, issue or matter therein, he/she shall be indemnified against expenses (including but not limited to, attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him/her in connection therewith.

10.3 ADVANCES. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee or agent to re-pay such amount unless it shall ultimately by determined that he/SHE is entitled to be indemnified by the Association as authorized in this Article 10 [Indemnification].

10.4 MISCELLANEOUS. The indemnification provided by this Article hereof shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, and 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 and personal representatives of such person.

10.5 INSURANCE. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Association would have the power to indemnify him/her against such liability under the provisions of this Article.

10.6 AMENDMENT. Anything to the contrary herein notwithstanding, the provisions of this Article 10 [Indemnification] hereof may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XI
BY-LAWS OF THE ASSOCIATION

The first By-Laws of the Association shall be adopted by the Board of Administrators and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE XII
AMENDMENTS TO THE ARTICLES OF INCORPORATION

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

12.1 NOTICE. Notice of a proposed amendment shall be included in the notice any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Florida Statutes, Chapter 617. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administrator or by not less one-third (1/3) of the Voting Interests of the members of the Association. Administrators who are absent from the Board meeting and members not present in person or by limited proxy at the member's meeting considering the amendment(s) may express their approval in writing, provided, however, that such approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

(a) At any time, by not less than a majority of the votes of all members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66 2/3 %) of the entire Board of Administrators; or

(b) After control of the Association is turned over to Unit Owners other than the Developer, by not less than eighty percent (80 %) of the votes of the members of the Association represented at a meeting at which a quorum has been attained; or

(c) Before control of the Association is turned over to Unit Owners other than the Developer, by not less than sixty-six and two-thirds percent (66 2/3 %) of the entire Board of Administrators.

12.3 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 Article 4.3 [Assets of the Association], Article 4.4 [Distribution of Income and Dissolution], or 4.5 [Limitation] of Article 4 [Powers of the Association], without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this subsection hereof shall be effective.

12.4 DEVELOPER AMENDMENTS. 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.

12.5 RECORDING. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable laws of the State of Florida, and a copy certified by the Secretary of State shall be recorded in the public records of Dade County, Florida.

ARTICLE XIII
REGISTERED AGENT AND REGISTERED OFFICE

The Registered Agent for the said is corporation shall be the following and the registered office shall be located at:

LAW OFFICES OF HUGO E. DORTA, P.A.,
Attorneys & Counselors At Law
Courvoisier Centre in Brickell Island
501 Brickell Key Drive, 3rd Floor
Miami, Florida 33131
Attention: Hugo E. Dorta, Esquire

or such other place as the Board of Directors shall from time to time designate, with appropriate notice being given to the Secretary of State.

ACKNOWLEDGMENT OF
ACCEPTANCE OF REGISTERED AGENT

The undersigned agrees to act in the capacity of registered agent and to accept the service of process for the above-stated corporation at the place designated in the Articles of Incorporation. The undersigned further agrees to fully comply with the provisions of all applicable statutes and laws of the State of Florida relating to the proper and complete discharge of its duties.

(Sign) ______________________________
Registered Agent
Print Name: HUGO E. DORTA

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared HUGO E. DORTA who acknowledges to having executed the foregoing instrument (X) who is personally known to me and/or ( ) who has produced ______________________ as identification and who did take an oath.

Witness my hand and seal in the County and State last aforesaid this 21st day of AUGUST, 1996.

(Sign) ______________________________
Notary Public-State of Florida

NOTARY PUBLIC STATE OF FLORIDA
OFFICIAL NOTARY SEAL
VIVIAN FAGET-BARJA
COMMISSION NUMBER
CC306127
MY COMMISSION EXP.
SEPT 19,1997

(Affix Notary Public's Seal)

IN WITNESS WHEREOF, I have set our hands/seals at Miami, Dade County, Florida this ___21st___ day of ___AUGUST___, 1996.

SERAFIN M. GARCIA, Incorporator

STATE OF FLORIDA)
) ss
COUNTY OF DADE)

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared ___SERAFIN M. GARCIA___ who acknowledges to having executed the foregoing instrument (✓) who is personally known to me and/or ( ) who has produced ______ as identification and who did take an oath.

Witness my hand and seal in the County and State last aforesaid this ___21st___ day of ___AUGUST___, 1996.

(Sign) ______
Notary Public-State of Florida

(Affix Notary Public's Seal)

NOTARY PUBLIC
Hugo Enrique Dorta
No. CC556403
Comm. Exp. 7/6/2000
STATE OF FLORIDA

FILED
96 AUG 26
TALLAHASSEE, FLORIDA

Prepared By and Please Return To:
LAW OFFICES OF HUGO E. DORTA, P.A.
Attorneys & Counselors At Law
Courvoisier Centre in Brickell Island
501 Brickell Key Drive, 3rd Floor
Miami, Florida 33131
Telephone: (305) 377-2100
Facsimile: (305) 371-9747
Attention: Hugo E. Dorta, Esquire