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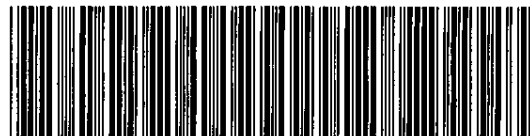
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TALLAHASSEE, FLORIDA

LAW OFFICES OF
JERRY E. ARON, P.A.
ATTORNEY-AT-LAW
2505 METROCENTRE BOULEVARD
SUITE 301
WEST PALM BEACH, FLORIDA 33407

Telephone: 561-478-0511
Facsimile: 561-478-0611

September 24, 2008

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Re: Dock of the Bay Condominium Association, Inc.

Dear Sirs:

Enclosed please find Articles of Incorporation for filing. If there are any questions, please contact me at the above number.

Sincerely,

A handwritten signature in black ink, reading "Danay Diaz". The signature is fluid and cursive, with a large, stylized "D" at the beginning and a long, sweeping underline that extends to the right.

Danay Diaz, Esq.

ARTICLES OF INCORPORATION
OF
DOCK OF THE BAY CONDOMINIUM ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation under Chapter 607, Florida Statutes, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be Dock of the Bay Condominium Association, Inc. For convenience, this corporation shall be referred to as the "Association."

ARTICLE II

Purposes

The purpose for which the Association is organized is to manage, operate and maintain a condominium, to be known as Dock of the Bay, a Condominium (the "Condominium") in accordance with the Florida Condominium and Timeshare Acts, and the Declaration of Condominium of Dock of the Bay, a Condominium, and all amendments thereto (the "Declaration"). The Association will manage, operate and maintain the property in which the Condominium is located pursuant to the Declaration. All capitalized terms not defined herein and used in these Articles of Incorporation shall have the same meaning as ascribed to them in the Declaration, unless the context otherwise requires.

ARTICLE III

Powers

3.1 The Association shall have all of the common law and statutory powers of a corporation which are not in conflict with the terms of these Articles of Incorporation, all of the powers set forth in Chapters 718 and 721, and all of the powers set forth in the Declaration.

3.2 The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

(a) To adopt a budget and make and collect assessments against Owners to defray the costs of the Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, manage, repair, replace and operate the Condominium Property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium Property.

(d) To reconstruct improvements after casualty and construct further improvements to the Condominium Property.

(e) To promulgate and amend the Rules and Regulations.

(f) To enforce by legal means, including the levying of fines in accordance with Chapter 718 and Chapter 721, the provisions of the various Condominium Documents, these Articles of Incorporation, the Bylaws, and the Rules and Regulations.

(g) To contract for the management of the Condominium and to delegate and assign to such Management Company all powers and duties of the Association except such powers and duties as are specifically required by the various Condominium Documents or the Management Agreement to have approval of the Board or the Owners or such powers and duties which may not be assigned or delegated pursuant to Chapter 721 and Chapter 718. The Association and its officers shall 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 Regulations and execution of contracts on behalf of the Association, except when such powers and duties have been expressly delegated or assigned to the Management Company in the Bylaws or in the Management Agreement.

(h) Unless otherwise provided by law, in the event anyone fails to pay taxes, fees, costs and assessments of any kind, to pay the same and to assess the same against the party which fails to properly pay.

(i) To maintain, manage, repair, replace and operate the property of the single condominium resulting from any possible future merger of this Condominium with another independent and separate condominium, or the property of other independent and separate condominiums and developments that the Board shall elect to manage, operate and maintain (in which event the terms

"Owner" and "Condominium" hereunder shall be deemed to include such other condominium developments and owners thereof).

(j) To contract for and acquire one or more Units within the Condominium it operates, for such purposes that are not in conflict with the Declaration, these Articles of Incorporation or the Bylaws, including for the purposes of providing a Unit(s) for the Management Company, which shall include the power to assume or grant a mortgage encumbering the Unit(s) acquired by the Association.

(k) To obtain loans for purposes of meeting the financial needs of running the Condominium Property it operates, and as security therefor, pledge the income from assessments collected from Owners.

(l) To pay the cost of all power, water, sewer and other Utility Services rendered to the Condominium Property and not billed directly to Owners.

(m) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including, but not limited to, accountants and attorneys.

(n) To bond any or all employees, officers and directors of the Association.

(o) To maintain all books and records concerning the Condominium Property, including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners.

(p) To collect from Owners all assessments, rental, membership fees, if any, operations, replacement or other expenses in relation to any agreements, leaseholds, memberships or other use interest in land or recreational facilities in accordance with the Declaration, all as a Common Expense.

(q) To collect from Owners all assessments and fees imposed by the Declaration (if any).

(r) To assign at any time and from time to time any or all of its powers to the Management Company to the extent permitted by law.

(s) To enter into contracts with cable television, telephone and transportation service, if any, providers for the benefit of Owners and to assess such costs to Owners as a Common Expenses.

(t) To enter into contracts with exchange companies for the provision of exchange services to Owners and to assess such costs to Owners as a Common Expenses.

(u) To grant use rights in and to the recreational facilities of the Condominium which are either Common Elements or Association Property to third parties who are not Owners of Units or Fractional Interests in the Condominium and to assess and collect from such third parties fees for the use of the same.

(v) To assess and collect reasonable user fees from any third party who is not an Owner of a Unit or Fractional Interest in the Condominium but who have been granted use rights in and to the recreational facilities of the Condominium which are either Common Elements or Association Property by the Developer.

(w) All funds, the title to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the Owners in accordance with the provisions of the Condominium Documents.

(x) To perform such functions as may be specified in the Declaration of Condominium and the By-Laws.

(y) To exercise all other power or authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable law of the State of Florida.

(z) To bring suit as may be necessary to protect the Association's interests, the interests of the Association's members, or the Condominium Property, and to be sued.

(aa) The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

Membership

4.1 The qualifications of members of the Association, the manner of their admission, and voting by Owners shall be as follows:

(a) All Owners shall be members of the Association, and no other persons or entities shall be entitled to voting membership. The Association may have one or more classes of non-voting memberships. An Owner shall be entitled to one (1) vote for every Fractional Interest they own in the Condominium.

(b) Changes in membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, of a deed or other instrument establishing a change of record title to a whole Unit or Fractional Interest in the Condominium and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by the recorded deed or other instrument establishing a change of record title to a whole Unit or Fractional Interest in the Condominium shall thereby become a member of the Association. The membership of the prior Owner shall be thereby terminated.

(c) The Owner's share in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit or Fractional Interest.

(d) In the event a Unit or Fractional Interest is owned by a legal entity other than a natural person, the officer, director or other official so designated pursuant to a Voting Certificate filed with the Association by such legal entity shall exercise its membership rights.

(e) In the event of joint and voting ownership of a whole Unit or Fractional Interest, the joint Owners of the whole Unit or Fractional Interest shall file a Voting Certificate with the Association setting forth which Owner is designated to cast the vote for that whole Unit or Fractional Interest.

ARTICLE V

Directors

5.1 The affairs of the Association shall be managed by a Board of not less than two (2) nor more than five (5) directors, as determined by the Board in accordance with the Bylaws and, in the absence of such a determination, it shall consist of two (2) directors. Within these limits, the Board may from time to time increase or decrease the number of persons to serve on the Board; provided, however, that the Board shall always consist of an odd number of members.

5.2 Directors of the Association shall be appointed or elected in the manner provided by the Bylaws.

5.3 The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
David Greth	9 Island Road, West Millsboro, DE 19966
Michael Eddinger	9 Island Road, West Millsboro, DE 19966

ARTICLE VI

Officers

The affairs of the Association shall be administered by a president, a secretary, and a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the Board shall from time to time determine. Such officers shall be elected by the Board at its first meeting following each annual meeting of the Owners of the Association. Officers shall serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the president shall not also be the secretary, assistant secretary, treasurer, or assistant treasurer. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

	<u>Name</u>	<u>Address</u>
President:	David Greth	9 Island Road, West Millsboro, DE 19966
Secretary and Treasurer:	Michael Eddinger	9 Island Road, West Millsboro, DE 19966

ARTICLE VII
Indemnification

7.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' and paraprofessionals' fees at all levels, including appellate levels), judgments, fines and amounts paid which are reasonably incurred by him in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association and acted with gross negligence, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. In the event of a termination of any action, suit or proceeding by settlement, this indemnification provision shall apply only when the Board has approved such settlement and reimbursement as being in the best interest of the Association.

7.2 Expenses. Unless a director, officer, employee or agent of the Association is not entitled to be indemnified under Section 7.1, he shall be indemnified against expenses (including attorneys' and paraprofessionals' fees at all levels, including any appellate levels) actually and reasonably incurred by him in connection with any action, suit or proceeding referred to in Section 7.1.

7.3 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 proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

7.4 Miscellaneous. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Owners 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.

7.5 Insurance. The Association shall 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 and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

7.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article VII may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE VIII

Rights of Developer

The Developer of the Condominium shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be Owners) until the following shall occur:

8.1 When fifteen (15%) percent or more of the Units that will be operated ultimately by the Association are conveyed to Owners other than Developer, such Owners shall be entitled to elect not less than one-third (1/3) of the Board.

8.2 Owners other than Developer will be allowed to elect a majority of the members of the Board and control the Association at whichever of the following times shall first occur:

(a) Three (3) years after Developer has sold fifty (50%) percent of the Units that will be ultimately operated by the Association;

(b) Three (3) months after Developer has sold ninety (90%) percent of the Units that will be ultimately operated by the Association;

(c) When all of the Units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by Developer in the ordinary course of business;

(d) When Developer has sold some of the Units and none of the other Units are held by the Developer for sale in the ordinary course of business; or

- (e) Seven (7) years after recordation of the initial Declaration.

8.3 Developer shall be entitled to elect at least one (1) member of the Board as long as Developer holds at least two (2%) percent of the Units of the Condominium.

ARTICLE IX

Bylaws

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded in the manner as provided by the Bylaws.

ARTICLE X

Amendments

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

(a) Notice of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(b) Until the first election of a majority of directors by the Owners other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of a majority of the entire membership of the Board, and no meeting of the Owners nor any approval thereof need be had.

(c) After the first election of a majority of directors by the Owners other than the Developer, a resolution approving a proposed amendment may be proposed by either the Board or by the Owners, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than a three-fourths (3/4) vote of all the directors and by not less than a majority vote of the Owners at a duly called meeting of the Association. Directors and the Owners not present at the meeting considering the amendment may express their approval in writing ten (10) days after such meeting.

(d) An amendment, if adopted, shall be effective when filed with the Secretary of State of Florida and recorded in the Public Records of Lee County, Florida.

(e) Notwithstanding the foregoing, these Articles of Incorporation may be amended by the Developer as may be required by any governmental entity or as may be necessary to conform these Articles of Incorporation to any governmental statutes or the Fractional Interest Ownership Plan documents, or as may be in the best interests of the Association.

ARTICLE XI

Term

The term of the Association shall be for the life of the Condominium as indicated in the Declaration. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XII

Shares

The aggregate number of common shares which this corporation shall have the authority to issue shall be eighty eight (88) shares, all of the same class and each having a par value of \$1.00.

ARTICLE XIII

Incorporator

The name and residence of the incorporator of these Articles of Incorporation is as follows:

Name

Address

Jerry E. Aron P.A.

2505 Metrocentre Blvd., Suite 301
West Palm Beach, FL 33407

ARTICLE XIV

Registered Office and Registered Agent

The name of the initial registered agent shall be Jerry E. Aron, Esq. to accept service of process within this state, with the Registered Office located at 2505 Metrocentre Blvd, Suite 301, West Palm Beach, FL 33407.

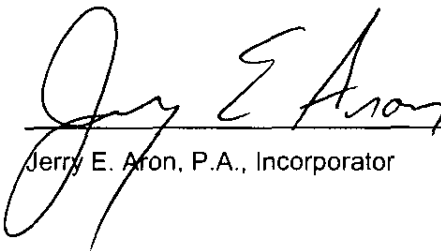
ARTICLE XV

Address

The principal place of business and mailing address of the Association shall be:

2505 Metrocentre Blvd., Suite 301
West Palm Beach, Florida 33407

IN WITNESS WHEREOF, the incorporator has hereto affixed his signature this 23 day of Sept., 2008.



Jerry E. Aron, P.A., Incorporator

STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO AND SUBSCRIBED before me this 23 day of Sept., 2008, by Jerry E. Aron, who is personally known to me.

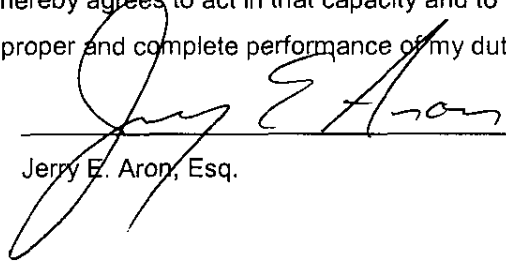
(NOTARY SEAL)


Name Printed: Danay Diaz
NOTARY PUBLIC, Commission No. DD543967

NOTARY PUBLIC-STATE OF FLORIDA
 Danay Diaz
Commission # DD543967
Expires: APR. 24, 2010
Bonded Thru Atlantic Bonding Co., Inc.

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial Registered Agent of Dock of the Bay Condominium Association, Inc. and hereby agrees to act in that capacity and to comply with the provisions of all statutes relative to the proper and complete performance of my duties.


Jerry E. Aron, Esq.

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