

ARTICLES OF INCORPORATION

OF

PINE ISLAND RIDGE CONDOMINIUM G ASSOCIATION, INC.

(A Corporation not-for-Profit)

FILED
JUL 19 5 31 PM '73
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation under and in accordance with the provisions and the laws of the State of Florida for the formation of corporations not-for-profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth the following:

EXPLANATION OF TERMINOLOGY

All terms shall have the meaning set forth in the Act (defined below) and for clarification the following terms have the following meanings:

1. "PINE ISLAND RIDGE" means the planned community, including condominium apartment buildings, being developed by Pine Island Ridge, Inc.
2. "Phase" means a stage in the development of the Condominiums of Pine Island Ridge that is operated by the same Association; all of the Pine Island Ridge Condominiums within each Phase will be collectively referred to by the same capital letter which is the Phase designation.
3. "Condominium of Pine Island Ridge" means a particular condominium which is the subject of a particular Declaration; in some instances a group of buildings may be the subject of a single Declaration and in some instances a single building may be the subject of a single Declaration.
4. "Developer" means Pine Island Ridge, Inc., its successors and assigns.
5. "Act" means Chapter 711, Florida Statutes, 1963, as amended; the Condominium Act.

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TRUE COPY

EXHIBIT TO DECLARATION OF CONDOMINIUM

OF POINSIANA CONDOMINIUM TWO OF PINE ISLAND RIDGE G

BARNETT, McCLOSKEY, SCHUST, BA SCHMEIDER, ATTORNEYS AT LAW, 900 N.E. 28th AVENUE, FORT LAUDERDALE, FLORIDA

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6. "Condominium Documents" means in the aggregate the Declaration, Articles, By-Laws, Lease and all of the instruments and documents referred to therein and executed in connection with a Condominium of Pine Island Ridge.
7. "Declaration" means the document submitted by the Developer for a portion of a phase of Pine Island Ridge to establish a Condominium of Pine Island Ridge.
8. "Apartment" means unit as defined by the Act, and is that portion of Condominium Property which is subject to private ownership.
9. "Apartment Owner" means unit owner as defined by the Act.
10. "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents.
11. "Condominium Property" means the land and all improvements thereon submitted to condominium ownership under the Declaration.
12. "Common Elements" means the portion of the Condominium Property not included in the Apartments.
13. "Country Club" means Pine Island Ridge Country Club, Inc., a Florida corporation not for profit, of which this Association is a member.
14. "Association" means this corporation.
15. "Articles" means this document.
16. "By-Laws" mean the By-Laws of the Association.
17. "Board" means Board of Directors of the Association.
18. "Rent" means the rent due to be paid by the apartment owner to the Lessor of the Lease.
19. "Lease" means the Long Term Lease and Land Use Agreement by which possessory and use interests in the Country Club lands are demised to Pine Island Ridge Country Club, Inc. ("Country Club") of which the Association is one of the members. Under the Lease Operating Expenses are assessed through Country Club as Common Expenses of this condominium.

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21. "Sub-Lease" means the agreement between Country Club and Association whereby Country Club lands are sub-leased on a non-exclusive basis to Association.

22. "Recreation Expense" means the taxes, insurance, utility expenses, maintenance and other monetary expenses due under the Recreational Covenants Agreement, which are part of the Common Expenses of this condominium.

ARTICLE I

NAME

The name of this association shall be Pine Island Ridge Condominium G Association, Inc., whose present address is 900 N. E. 26th Avenue, Fort Lauderdale, Florida.

ARTICLE II

PURPOSE

The purpose for which this Corporation is organized is the operation and management of condominium apartment buildings known as the PHASE G CONDOMINIUMS OF PINE ISLAND RIDGE which may be established in accordance with the Act.

And, further, to undertake the performance of, and to carry out the acts and duties incident to the administration of the operation and management of each of the PHASE G CONDOMINIUMS OF PINE ISLAND RIDGE in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in each Declaration which will be recorded amongst the Public Records of Broward County, Florida, at the time portions of real property and the improvements thereon are submitted to a plan of condominium ownership as a PHASE G CONDOMINIUM OF PINE ISLAND RIDGE; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of each of said condominiums.

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ARTICLE III

POWERS

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

1. 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 the Condominium Documents and the Act.
2. The Association shall have all of the powers of condominium associations under and pursuant to the Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:
 - A. to make, establish and enforce reasonable rules and regulations governing the use of Apartments, Common Elements; Limited Common Elements and Condominium Property.
 - B. to make, levy and collect assessments against Apartment Owners; to provide the funds to pay for common expenses of each PHASE G CONDOMINIUM OF PINE ISLAND RIDGE as is provided in the Condominium Documents and the Act and, to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association;
 - C. to maintain, repair, replace and operate the Condominium Property, specifically including all portions of the Condominium Property to which the Association has the right and power to maintain, repair, replace and operate in accordance with the Condominium Documents and the Act;
 - D. to reconstruct improvements within the Condominium Property in the event of casualty or other loss;
 - E. to maintain, repair, replace and pay the obligations set forth in the Recreational Covenants Agreement referred to in the Declaration and to assess the same as part of the Common Expenses of each condominium;
 - F. to enforce by legal means the provisions of the Condominium Documents;

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G. to become and continue to be a member of the PINE ISLAND RIDGE COUNTRY CLUB, INC. a corporation not-for-profit; and, such other corporations not-for-profit with which the Association may have mutual interests, and to perform the functions and discharge the duties incumbent upon such membership, and further, to delegate to persons or entities selected by the Board of this corporation the functions of representing this Association at the membership meetings of the just described corporations and to collect and to transmit to those corporations any assessments duly levied thereby.

H. to deal with other Condominium Associations or representatives thereof or other land owners in PINE ISLAND RIDGE on matters of mutual interest.

ARTICLE IV

MEMBERS

The qualification of members, the manner of their admission to membership, the termination of such membership and voting by members shall be as follows:

1. The owners of all Apartments in the PHASE G CONDOMINIUMS OF PINE ISLAND RIDGE shall be members of this Association, and no other persons or entities shall be entitled to membership.

2. Membership shall be established by the acquisition of ownership of fee title to or fee interest in an Apartment in a PHASE G CONDOMINIUM OF PINE ISLAND RIDGE, whether by conveyance, devise, judicial decree, and designating the Apartment effected thereby. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the Apartment designated shall be terminated. The new owner shall deliver to the Association a true copy of such deed or instrument of acquisition of title.

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3. The share of a member in the funds and assets of the Association, and membership in this Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Apartment.

4. The aggregate of the entire membership, that is all of the owners of Apartments in the PHASE G CONDOMINIUMS OF PINE ISLAND RIDGE are referred to herein as the "Membership". Since the Association shall be the condominium association for each Condominium of Phase G of PINE ISLAND RIDGE, the membership in the Association shall be divided into classes, and there shall be one class for each Condominium in PHASE G OF PINE ISLAND RIDGE. The Class identification shall be set forth in the Declaration. The voting rights or limitations for each class shall be as set forth in Item 5 of this Article IV. On all matters for which the membership shall be entitled to vote, as hereinafter provided, there shall be only one vote for each Apartment, which vote shall be exercised by its owner or owners in accordance with the Declaration and the By-Laws. In matters which require a vote, any membership voting shall be as follows:

A. matters pertaining to a particular Condominium of PHASE G OF PINE ISLAND RIDGE shall be voted on by the class of membership owning Apartments in that condominium;

B. matters pertaining to the Association as a whole shall be voted on by the Membership.

5. The decision as to whether a matter relates to a particular Condominium in PHASE G OF PINE ISLAND RIDGE or to the Association as a whole shall be determined by the Board, provided, however, that no action or resolution which shall require the vote of the Membership because of any provisions of the Declaration, or the By-Laws, or in the Condominium Act, shall be effective with regard to any part of a particular Condominium unless the Apartment

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Owners of that Condominium shall have voted on said act or resolution.

6. Until the first Phase G Condominium of Pine Island Ridge is submitted to condominium ownership by the recordation of its Declaration, the membership of this Association shall be comprised of the subscribers to these Articles, and in the event of the resignation or termination of membership by voluntary agreement by any such subscriber, then the remaining subscribers may nominate and designate a successor subscriber. Each of these subscribers and their successors shall be entitled to cast one vote on all matters which the membership shall be entitled to vote. Once a Phase G Condominium of Pine Island Ridge is submitted to condominium ownership by the recordation of its Declaration, the Developer as the owner of each Apartment shall exercise membership rights of each Apartment until the establishment of new ownership as provided in Section 2 of this Article.

ARTICLE V

TERM

The term for which this Corporation is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

NAME	ADDRESS
Elliott B. Barnett	900 N. E. 26th Avenue Fort Lauderdale, Florida
Barbara Bass	900 N. E. 26th Avenue Fort Lauderdale, Florida
Harvey Kopelowitz	900 N. E. 26th Avenue Fort Lauderdale, Florida

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ARTICLE VII

OFFICERS

1. The affairs of the Association shall be managed by the President of the Association, assisted by one or several Vice Presidents, the Secretary and the Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Board.

2. The Board shall elect the President, a Vice President, a Secretary, and a Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Fred Stanton Smith
Vice President	Robert E. Hunt
Secretary	Frank Kett
Treasurer	Frank Kett

ARTICLE IX

BOARD OF DIRECTORS

1. The number of members of the first Board of Directors (the "First Board") shall be Three (3). The number of members of the Board of Directors elected subsequent

to the First Board shall be increased as provided in Section 3 of this Article.

2. The names and street addresses of the persons who are to serve as the First Board are as follows:

NAME	ADDRESSES
Fred Stanton Smith	150 S. E. 2nd Ave., Miami, Florida
Robert E. Hunt	150 S. E. 2nd Ave., Miami, Florida
Frank Kett	150 S. E. 2nd Ave., Miami, Florida

3. Membership of all Boards elected subsequent to the First Board shall be composed of the following:

There shall be at least five (5) but not more than Fifteen (15) Directors elected by the Membership, at least 75% of whom shall be residents of the PHASE G CONDOMINIUMS OF PINE ISLAND RIDGE. The number of Directors to be elected shall be determined by the Board not later than sixty (60) days prior to the annual meeting and which number shall be set forth in the notice of annual meeting.

4. The first election by the members of the Association for Directors shall not be held until after the Developer has relinquished control of the Association as described in Section 5 of this Article IX. Thereafter the election of Directors shall take place annually during the month of March of each year as provided in the By-Laws. After the Developer has relinquished control, there shall be a special meeting of the Members for the purpose of electing a Board as provided in Section 3 of this Article to serve until the regular election of Directors and until new Directors are elected.

5. So long as the Developer owns ten (10) Apartments in a Phase G condominium or until December 30, 1975 whichever is the sooner to occur the Developer shall have the right to appoint designate and elect all of the members of the First Board. The Developer may, at any time, relinquish its right to appoint Directors and resign its Directorships. The Developer shall relinquish its

right to appoint Directors and cause the First Board to resign at the time hereinabove described in the first sentence of this section 5.

Notwithstanding the foregoing provisions the Developer shall continue to have the right to appoint, designate and elect members of the first Board so long as the Developer continues to be responsible for the difference between actual common expenses and interim assessments for any condominium operated by this Association.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with the proceeding to which he may become involved, by reason of his being or having been a Director or officer of the Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases where in the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all right of indemnification to which such Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board of Directors, and thereafter may be altered, amended or rescinded in the manner provided for by the By-Laws.

ARTICLE XII

AMENDMENTS

1. Prior to the time of the recordation of the Declaration for the first PHASE G CONDOMINIUM OF PINE ISLAND RIDGE these Articles of Incorporation may be amended by an instrument, in writing, signed by all the subscribers to these Articles of Incorporation, stating the Article Number and the contents of its amendment and filed in the office of the Secretary of State of the State of Florida with a certified copy of each such amendment attached to these Articles of Incorporation upon its recordation with the Declaration.

2. After the recordation of the Declaration for the first PHASE G CONDOMINIUM OF PINE ISLAND RIDGE these Articles of Incorporation may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which such proposed amendment is considered.

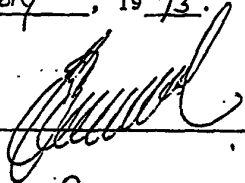
B. A resolution approving a proposed amendment may be proposed by either the Board or by the Membership and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive such approval of the other. Such approval must be by seventy-five percent (75%) of the members of the Association present at any meeting; and such approval must be by two-thirds (2/3) of the members of the Board.

C. No amendment may be made to the Articles of Incorporation which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in a Declaration.

D. A copy of each amendment shall be certified by the Secretary of State and filed of record.

E. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of the Developer, including the right to designate and select members of the First Board as provided in Article IX hereof, may be adopted or become effective without the prior written consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 6 day of July, 1973.



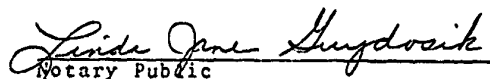
Barbara Bass

Harvey Kopelowitz

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared ELLIOTT B. BARNETT, BARBARA BASS, HARVEY KOPELOWITZ to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures, this 12th day of July, 1973.



Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 26, 1975
Bonded by Ass. _____

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