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ARTICLES OF INCORPORATION
OF

OFF. REC. 4154 PG. 1116

VINEYARD OF TAMPA CONDOMINIUM ASSOCIATION, INC.

We, the undersigned incorporators, hereby associate ourselves together and make, subscribe, acknowledge, and file with the Secretary of the State of Florida, these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I.

Name

The name of this corporation shall be VINEYARD OF TAMPA CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association". The address of the Association shall be 4611 North "B" Street, Tampa, Florida, 33609 or such other address within the State of Florida as the Board of Directors may from time to time designate.

ARTICLE II.

Purpose and Definitions

2.1 The purpose for which the Association is organized is to provide an entity pursuant to condominium act of the State of Florida for the operation of THE VINEYARD, A CONDOMINIUM, a condominium to be located upon certain lands in Hillsborough County, Florida. The Association shall make no distribution of income to its members, directors or officers. The condominium act in effect at the time of recording of the Declaration shall be referred to as the "Condominium Act". Said condominium is herein referred to as "Condominium". The declaration for the Condominium as recorded in the public records of said county is referred to herein as the "Declaration of Condominium" or "Declaration". The Declaration was executed or will be executed by a party who shall

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be referred to as "Developer", which term shall include any party
designated in writing by the original Developer as a substitute
developer.
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ARTICLE III.

Powers

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

3.1 The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles, the Declaration of Condominium, or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:

a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the Condominium.

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

c. To maintain, repair, replace and operate the condominium property, including easements.

d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.

e. To reconstruct improvements after casualty and to further improve the property.

f. To make and amend reasonable regulations respecting the use of the property in the Condominium; provided, however, that all such regulations and their amendments shall be approved by a majority of the Board of Directors before such shall become effective.

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REF: 4154
pg. 1118

g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations for the use of the property in the Condominium.

h. To contract for the management and maintenance of the Condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of common elements. The Association and its officers and directors shall, however, retain at all times the powers and duties granted them by the Condominium Act, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association.

i. To employ personnel to perform the services required for proper operation of the Condominium.

j. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

k. To acquire by purchase or otherwise acquire condominium parcels of the Condominium, subject, nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.

l. To approve or disapprove the transfer of apartments as may be provided by the Declaration of Condominium and the By-Laws.

m. To enter into agreements with the Developer, other condominium associations, or any other legal entity for the maintenance, replacement or repair of any properties used in

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common with others such as, but not limited to, roads or
subdivision-type improvements.
n. To pay liens or charges assessed against the
Condominium as a whole.

OFF: 4154
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3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Condominium Act.

ARTICLE IV.

Members

4.1 The members of the Association shall consist of all of the record owners of apartments in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of the county in which the Condominium is located, a deed or other instrument establishing a record title to an apartment in the Condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

4.4 The owner of each apartment shall be entitled to one vote as a member of the Association. If a unit is owned by more than one owner, all the owners of such unit shall collectively be entitled to cast only one vote. The manner of exercising voting

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rights shall be determined by the By-Laws of the Association.

4.5 The terms "apartment" and "apartment owner" or "owners" shall have the same meaning as "unit" and "unit owner" or "owners", as same are defined in the Condominium Act of the State of Florida.

OFF: 4154
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ARTICLE V.

Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of Directors determined by the By-laws, but not less than three Directors, and in the absence of such determination, shall consist of three Directors. Directors need not be members of the Association.

5.2 The initial Directors named in the Articles of Incorporation shall serve until such time as unit owners other than Developer are entitled to elect a Director under the provisions of Section 718.301 of the Condominium Act in effect at the time of the recording of the Declaration. Thereafter, Developer shall elect all Directors except those that unit owners other than Developer are entitled to elect under said Section 718.301, which shall be elected by other unit owners in accordance with said statute. Developer may at any time relinquish in writing its right to elect one or more Directors, in which case such Director or Directors shall be elected by the members. When Developer has transferred title to its last unit to a purchaser other than a substitute developer, thereafter all Directors shall be elected by the members at their annual meeting in the manner determined by the By-Laws.

Directors may be removed and vacancies on the Board of Directors filled in the manner provided in the By-Laws.

5.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified as provided in the By-Laws, or until removed as provided in the By-Laws, are as follows:

<u>Names</u>	<u>Addresses</u>
Edward J. Roberts	3 First National Plaza, Suite 2725 Chicago, Illinois 60602
David L. Snyder	4616 Fig Street Tampa, Florida 33609
Marianne Snyder	4616 Fig Street Tampa, Florida 33609

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ARTICLE VI.

Officers

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected

by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

- President - David L. Snyder
4616 Fig Street
Tampa, Florida 33609
- Vice President - Edward J. Roberts
3 First National Plaza, Suite 2725
Chicago, Illinois 60602
- Secretary and Treasurer - Marianne Snyder
4616 Fig Street
Tampa, Florida 33609

ARTICLE VII.

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 any proceeding or settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of gross negligence or willful misconduct in the performance of his duties; provided, that in the event of a settlement, the indemnification 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 other rights to which such Director or Officer may be entitled.

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ARTICLE VIII.

By-Laws
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The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the same manner provided for herein for the amendment of these Articles.

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ARTICLE IX.

Amendments

Amendments to the Articles of Incorporation shall be adopted in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice to the owners of any meeting at which a proposed amendment is to be considered. Except as otherwise provided herein or in the Condominium Act or the Declaration of Condominium, a resolution adopting a proposed amendment shall require the approval of unit owners entitled to vote not less than a majority of the votes of the Association.

9.2 The Articles may also be amended without a meeting by the written joinder and consent to the amendment by all of the Directors and all of the unit owners.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written consent of the Developer so long as Developer owns more than ten (10%) percent of the units. In addition, if any Institutional Mortgagee holds mortgages on more than twenty (20%) percent of the units, any amendment to the Articles shall require joinder of that Institutional Mortgagee to be effective.

9.4 Amendments shall not be effective until a copy certified by the Association as having been properly adopted has been recorded in the Public Records of the County in which the Condominium is located.

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ARTICLE X.
Subscribers

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The names and addresses of the incorporators of the corporation and subscribers of these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses</u>
Edward J. Roberts	3 First National Plaza, Suite 2725 Chicago, Illinois 60602
David L. Snyder	4616 Fig Street Tampa, Florida 33609
Marianne Snyder	4616 Fig Street Tampa, Florida 33609

ARTICLE XI.

Registered Office and Agent

The street address of the Association's initial registered office is c/o CT Corporation System, 8751 W. Bioward Boulevard, Plantation, Florida, and the name of the Association's initial registered agent at such office is CT Corporation System. The Association may change its registered office or agent or both by filing with the Department of State of the State of Florida a statement complying with Florida Statute 607.37.

ARTICLE XII.

Term

The term of the Association shall be perpetual.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation for the uses and purposes herein expressed this _____ day of _____, A.D. 19 ____.

EDWARD J. ROBERTS
Subscriber

DAVID L. SNYDER
Subscriber

MARIANNE SNYDER
Subscriber

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OFF. REC. 4154 PG 1124

The foregoing instrument was acknowledged before me
this _____ day of _____, 19____, by EDWARD J. ROBERTS.

Notary Public

My Commission Expires:

STATE OF _____

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COUNTY OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 19____, by DAVID L. SNYDER.

Notary Public

My Commission Expires:

STATE OF _____

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COUNTY OF _____

The foregoing instrument was acknowledged before me
this _____ day of _____, 19____ by MARIANNE SNYDER.

Notary Public

My Commission Expires:

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