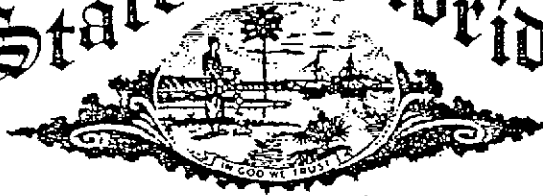


State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 7, 1984, as shown by the records of this office.

~~The charter number of this corporation is N02909.~~

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the

7th day of May, 1984.

George Firestone
Secretary of State



CER-101

O. R. 1753 PG 1731

ARTICLES OF INCORPORATION
OF
JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC.

SECRETARY OF STATE
MAY 7 1 46 PM '04
FILED

A corporation not for profit
under the laws of the State of Florida

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1.
Name, Address and Registered Agent

1.1) Name. The name of the corporation shall be JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. For convenience the corporation shall be herein referred to as the "Association".

1.2) Address and Registered Agent. The street address of the initial registered office of the Association is 2041 Main Street, Sarasota, Florida, 33577, and the name of the Association's initial registered agent at such address is Stephen D. Rees.

ARTICLE 2.
Purpose

2.1) Purpose. The purpose for which the Association is organized is to provide an entity pursuant to Section 718.111 of the Condominium Act for the maintenance, operation and management of JEFFERSON PINES II, PHASE 1, a Condominium, (herein the "Condominium"), located in Sarasota County, Florida, and in addition to operate additional phases as provided for within the Declaration of Condominium of JEFFERSON PINES II, a Condominium.

2.2) Distribution of Income. The Association shall make no distribution of income to and no dividend shall be paid to its members, directors, or officers.

2.3) No Shares of Stock. The Association shall not have or issue shares of stock, but membership may be evidenced by a certificate of membership issued pursuant to §617.011(1) Florida Statutes (1983).

ARTICLE 3.
Powers

3.1) Common Law and Statutory Powers. The Association shall have all of the common-law and statutory powers of a corporation not for profit and

the powers and duties of an Association as set forth in §718.111 Florida Statutes and those set forth in the Declaration of Condominium and the Association Bylaws if not inconsistent with the Florida Condominium Act.

3.2) Specific Powers. The Association shall have all of the powers and duties set forth in the Condominium Act of the State of Florida, including all of the powers and duties reasonably necessary to maintain, manage and operate the Condominium pursuant to such Declaration of Condominium and 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 Unit 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.
- (d) To purchase insurance upon the Condominium property and insurance for the protection of the Association and its members as Unit Owners.
- (e) To make and amend reasonable rules and regulations respecting the use of the property in the Condominium; provided, however, that all such rules and regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before the same shall become effective.
- (f) To approve or disapprove the sale, transfer, lease, mortgage, occupation and ownership of Units in the Condominium.
- (g) To enforce by legal means the provisions of the Condominium Act of the State of Florida, the Declaration of Condominium, these Articles of Incorporation, Bylaws of the Association and the regulations for use of the property of the Condominium.
- (h) To contract for the management and maintenance of the Condominium and to authorize a 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 the common elements. The Association 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, execution of contracts on behalf of the Association.

(i) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(j) To employ personnel to perform the services required for proper operation of the Condominium.

(k) To acquire or enter into (prior or subsequent to the recording of the Declaration of Condominium) agreements whereby it acquires leaseholds, memberships or other possessory or use interests in real and personal property, 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, to declare expenses in connection therewith to be common expenses, and to adopt covenants and restrictions relating to the use thereof.

3.3) Assets Held in Trust. All funds and properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws of the Association.

3.4) Limitation on Exercise of Powers. 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 Bylaws of the Association.

ARTICLE 4.

Members

4.1) Members. The members of the Association shall consist of all of the record Owners of Units in the Condominium from time to time, 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) Change of Membership. After receiving any approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by the recording in the Public Records of Sarasota County, Florida, of a deed or other instrument establishing a change of record title to a Unit in the Condominium and the delivery to the Association of a certified copy of such instrument. The Owner designated by such instrument thereby automatically becomes a member of the Association and the membership of the prior owner is terminated.

4.3) Limitation on Transfer of Shares of Assets. 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 the member's Unit.

4.4) Voting. Each Unit shall be entitled to one vote. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5.
Directors

5.1) Developer's Right to Control Association and Board of Directors. The Developer of the Condominium, during the development and sales period of the Condominium, shall have and hereby reserves the absolute right and authority to manage and control the Association and its affairs and decisions and the exclusive right to elect or appoint all directors of the Association (who need not be Unit Owners), subject, however, to the statutory formula set out at Paragraph 5.3) hereafter which shall govern the transfer of control from the Developer to Unit Owners other than the Developer. During the period the Developer is in control of the Association, the directors shall exercise all rights, powers and privileges that would otherwise be exercisable by the members. The Developer may, at its option, at any time in writing waive its right to control the Association and turn over control to the Unit Owners, who must then accept such turnover of control.

5.2) Board of Directors and Election of Directors. The affairs of the Association shall be managed by the Board of Directors consisting of the number of Directors provided by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors. Directors, other than those elected or appointed by Developer, must be members of the Association. The Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws of the Association. Vacancies on the Board of Board of Directors shall be filled in the manner provided by the Bylaws of the Association and Directors may be removed as provided for in the Condominium Act.

5.3) First Election of Directors. The Directors herein named within these Articles shall serve until the first election of Directors by the membership. Vacancies in this first initial Board of Directors occurring before Unit Owners other than the Developer named in the Declaration of Condominium own 15% or more of the Units to be ultimately operated by this corporation shall be filled by the Developer. Within sixty (60) days after the Unit Owners other than the Developer own 15% or more of this Units within a Condominium that will be operated ultimately by this Association, Unit Owners other than the Developer shall be entitled to elect no less than one-third (1/3) of the members of the Board of Administration of this Association at a meeting of the members of the corporation called for that purpose. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of this Association three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or three (3) months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or when some of

the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first, within sixty (60) days thereafter, the Unit Owners, other than the Developer, shall elect a majority of the Directors of this Association. The Developer shall be entitled to elect at least one (1) member of the Board of Administration of this Association as long as the Developer shall hold for sale in the ordinary course of business at least 5% of the Condominium Units within the Condominium operated by the Association. Vacancies in Unit owner directorships occurring before the organization meeting of the Unit Owners shall be filled in the same manner as hereinabove provided. For purposes of this Article, the number of Units to be operated ultimately by the Association is 43 Units.

5.4) First Board of Directors. 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, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
T.A. HAMILTON,	2749 Siesta Drive Sarasota, Florida 33579
R.L. STRONG	2749 Siesta Drive Sarasota, Florida 33578
O. LEROY STRONG	2749 Siesta Drive Sarasota, Florida 33578

5.5) Organizational Meeting. The operation, administration and control of this Association and the Condominium shall be turned over to the members at the organizational meeting of the members to be held at the time as prescribed by law hereinabove within Paragraph 5.3). Notice of the organizational meeting shall be given by the Secretary of the Association not less than thirty (30) days and not more than forty (40) days before the meeting. The meeting shall be conducted by the President or Vice President. Member Directors shall be elected at that meeting. Immediately following the organizational meeting of the membership the newly elected Board of Directors shall convene to elect officers.

ARTICLE 6. Officers

6.1) Officers. The affairs of the Association shall be administered by a President, one (1) or more Vice Presidents, a Secretary and a Treasurer and such other officers as may be designated in the Bylaws of the Association. The officers shall be elected by the Board of Directors at its annual meeting which shall immediately follow the annual meeting of the members of the corporation 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 and elected by the Board of Directors are as follows:

<u>Name</u>	<u>Office</u>	<u>Address</u>
T.A. HAMILTON	President	2749 Siesta Drive Sarasota, Florida 33579
O. LEROY STRONG	Vice President	2749 Siesta Drive Sarasota, Florida 33579
R.L. STRONG	Secretary/ Treasurer	2749 Siesta Drive Sarasota, Florida 33579

Both Directors and officers may lawfully and properly exercise the powers set forth in Article 3, particularly those set forth in Sections 3.2)(h), (i), (j) and (k), notwithstanding the fact that some or all of them who may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or consummation of agreements executed pursuant to such powers are some or all of the persons with whom the corporation enters into such agreements or own some or all of the proprietary interests in the entity or entities with whom the Association enters into such agreements. Disclosure of such agreements by setting forth the same within the Declaration of Condominium as initially declared or subsequently redeclared or amended shall stand as an absolute confirmation of such agreements and the valid exercise by the Directors and officers of this corporation of the powers pertinent thereto.

ARTICLE 7.
Indemnification

7.1) Indemnification. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party, 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 willful misfeasance 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 interests 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.

7.2) Exculpation. This Association has been formed by officers, directors and/or nominees of the Developer named within the Declaration of Condominium. No contract or other transaction between this Association and the Developer or other person or corporation shall be void or voidable because the Developer or its officers, directors and/or nominees are financially interested in either this Association or the other party to the contract or transaction or both.

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ARTICLE 8.

Bylaws

8.1) Bylaws. The Bylaws of the Association may be altered, amended or repealed by the members in the manner provided by the Bylaws.

ARTICLE 9.

Amendments

9.1) Amendments. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

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

(b) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the members of the Association. Such approval must be by 75% of the voting rights of the entire membership of the Association present at such meeting.

9.2) Limitation on Amendments. No amendment shall make any changes in the qualifications for membership, the voting rights of members, nor any change in Sections 2.1), 2.2) or 2.3) of Article 2, Section 3.3) of Article 3, Section 5.1) of Article 5, or Section 9.1) of Article 9, without approval in writing by all members and the joinder of all record Owners of mortgages upon the Condominium Units. No amendment shall be made that shall be in conflict with the Condominium Act of the State of Florida or the Declaration.

9.3) Certification. A copy of each amendment to these Articles shall be certified by the Secretary of State and be recorded in the Public Records of Sarasota County, Florida, as an amendment to the Declaration pursuant to the requirements contained therein for amendment of the Declaration.

9.4) Limitation on Right of Members to Amend. Notwithstanding anything herein contained to the contrary, until the first election of directors by the members, amendments to these Articles of Incorporation may be proposed and adopted only by the unanimous action of the initial Board of Directors named within these Articles or their duly appointed substitutes.

ARTICLE 10.

Term

10.1) Term. The term of the Association shall be perpetual unless the Condominium is terminated pursuant to the provisions of the Declaration and in the event of such termination, the corporation shall be dissolved in accordance with the law.

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ARTICLE 11.
Subscribers (Incorporators)

11.1) Names and Addresses. The names and residence addresses of the subscribers (incorporators) of these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
T.A. HAMILTON	2749 Siesta Drive Sarasota, Florida 33579
O. LEROY STRONG	2749 Siesta Drive Sarasota, Florida 33579
R.L. STRONG	2749 Siesta Drive Sarasota, Florida 33579

IN WITNESS WHEREOF, the subscribers (incorporators) have hereunto affixed their signatures on this 23rd day of April, 1984.

Thomas A. Hamilton
O. Leroy Strong
R. L. Strong

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared Thomas A. Hamilton, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as his free act and deed for the purposes therein set forth.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of April, 1984.

Stephen D. Recs.
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 30 1984

CERTIFICATE DESIGNATING REGISTERED OFFICE, PLACE OF BUSINESS
OR DOMICILE FOR SERVICE OF PROCESS WITHIN FLORIDA AND
NAMING REGISTERED AGENT ON WHOM PROCESS MAY BE SERVED

JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at 2041 Main Street, City of Sarasota, State of Florida, has named STEPHEN D. REES, located at 2041 Main Street, City of Sarasota, State of Florida, as its registered agent to accept service of process within Florida.

JEFFERSON PINES II CONDOMINIUM ASSOCIATION, INC.

By: *Tom A. Decker*
Its President

Date: 4-23-84

Having been named registered agent to accept service of process for this corporation, at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Stephen D. Rees
STEPHEN D. REES, Registered Agent

Date: April 23, 1984

FILED
MAY 7 14 PM '84
SECRETARY OF STATE