



Great American Corporation
GENERAL CONTRACTOR

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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April 28 2000

Florida Department of State
Division of Corporations
PO Box 6327
Tallahassee, FL 32314

Re: Filing of Articles of Incorporation
The Gates of Westshore, A Condominium

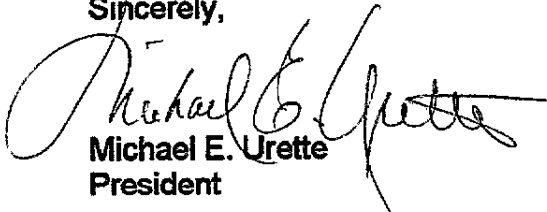
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****122.50 *****78.75

To Whom It May Concern:

Enclosed please find Articles of Incorporation for the above and our check in the amount of \$122.50 to cover the filing fee.

Please contact our office should you need any further information. Thank you.

Sincerely,


Michael E. Urette
President

Encls.

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SCHEDULE B
ARTICLES OF INCORPORATION
OF

THE GATES OF WESTSHORE, A CONDOMINIUM, INC
(A Corporation Not for Profit)

The undersigned, for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, hereby adopts the following Articles of Incorporation:

ARTICLE I - NAME AND PRINCIPAL
PLACE OF BUSINESS OF THE CORPORATION

The name of this corporation, hereinafter called the "Association," shall be THE GATES OF WESTSHORE, A CONDOMINIUM, INC. Its principal place of business shall be at 3239 Henderson Boulevard, Tampa, Florida 33609. The Board of Directors may from time to time move the principal office of the Association to any other address in Hillsborough County, Florida.

ARTICLE II – PURPOSE AND POWERS

Section 1. The purpose for which this Association is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for THE GATES OF WESTSHORE, A CONDOMINIUM, INC, located in Hillsborough County, Florida.

Section 2. The Board of Directors of the Association shall have all of the rights, powers, duties and functions of a governing board as set forth in the Condominium Act now or hereafter in effect, and all powers and duties reasonably necessary to administer, govern, and maintain 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 of the Association for the purpose of defraying the charges and expenses of the condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by unit owners shall be held in trust by the Association

and used solely to pay: (1) the cost of operation, maintenance, preservation, enhancement or repair of the condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities). To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the unit owners to be expended solely for the aforesaid purposes or, upon any termination of the condominium, the unexpended portion shall be added to the common surplus for disbursement to the unit owners.

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

(c) To maintain, repair, replace and operate all condominium property.

(d) To purchase insurance upon condominium property and upon all properties the Association shall hold, and insurance for the protection of the Association and its members.

(e) To improve the condominium property further and, after casualty, to reconstruct improvements.

(f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the regulations for the use of the property of the condominium.

(h) To contract for the management of the condominium, including maintenance, repair, replacement and operation of any and all of the condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.

(i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous with the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of

the members of the Association.

(j) To contract for the maintenance, operation and upkeep of any and all property held or controlled by the Association.

(k) To encumber, lease or grant other possessory or use interests in any and all property which the Association may acquire or control, including but not limited to any recreational facilities.

(l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the laws of the State of Florida with regard to maintenance of records.

(m) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(n) To employ all personnel reasonably necessary to perform the services Required for proper exercise of the rights, powers, duties and functions of the Association.

(o) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(p) To enact rules and regulations concerning the use and enjoyment of the units, the common elements and of the property owned by the Association.

(q) Operate and maintain common property, specifically the surface water management system including any mitigation areas as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

(r) If the Association is dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or

agent, may be a party to, or may be pecuniary or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between the Board of Directors of this Association and any other such person, firm, or corporation, and no act of the Board of Directors shall in any way be affected or invalidated thereby. Any member of the Board of Directors of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, and the Board of Directors shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

ARTICLE III - QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The subscriber constitutes the sole member of this Association until the recording of the Declaration of Condominium naming this Association as the association thereunder. Upon the recording of the Declaration of Condominium, the Developer shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a unit is issued, the owner thereof shall become a member.

Section 2. Ownership of a condominium unit shall be a prerequisite to exercising any rights as a member. A condominium unit may be owned by more than one person or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any unit owner shall terminate upon the termination of the condominium, or upon transfer of his ownership in the unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the unit, subject to a lien thereon for any unpaid assessments with interest and for reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment or enforcement of the lien. The Association may rely on a recorded deed as evidence of transfer of a unit

and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is Michael E. Urette, 3239 Henderson Boulevard, Tampa, Florida, 33609.

ARTICLE VI – OFFICERS

Section 1. The officers of the Association shall consist of a president, a secretary-treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time.

Section 2. The names of the officers who are to serve until the first election are:

Name	Office	Address
Michael E. Urette	President	3239 Henderson Boulevard Tampa, Florida 33609
Karen G. Urette	Secretary	3239 Henderson Boulevard Tampa, Florida 33609
Janet Wenrich	Treasurer	3239 Henderson Boulevard Tampa, Florida 33609

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) which may but need not be unit owners. The manner of election of Directors shall be stated in the bylaws.

Section 2. The names and addresses of the initial Board of Directors and their terms of office are as follows:

Name	Address	Term
Michael E. Urette	3239 Henderson Blvd. Tampa, Florida 33609	One Year
Karen G. Urette	3239 Henderson Blvd. Tampa, Florida 33609	One Year
Janet Wenrich	3239 Henderson Blvd. Tampa, Florida 33609	One Year

Section 3. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year. A director shall hold office until his successor has been elected and qualified.

Section 4. Directors may be removed with or without cause, by a majority vote or agreement in writing of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of units owners, and the notice shall state the purpose of the meeting.

Section 5. In the event of a vacancy on the Board by reason of death or resignation, a majority of the Board is authorized to fill the vacancy as provided by Rule 61B-23.0021 FAC, until the next annual meeting. If, after a written request of any member of the Association that the vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the members of the Association at a duly called meeting. If a vacancy occurs on the board as a result of a recall and less than a majority of the board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors.

Section 6. Annual meetings of the Board shall be held immediately following the annual meeting of the members and at the same place. Special meetings of the Board may be called by the president, secretary, or a majority of the Board upon notice by telegram or by United States mail to each director sent at least three (3) days prior to the date of the meeting. Meetings of the Board shall be open to all unit owners. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 continuous hours in advance, except in an emergency. Notice of any meeting in which

assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

ARTICLE VIII - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, or the mortgagee of any condominium property or unit without the written consent of the Developer or mortgagee, respectively. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE IX - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a unanimous vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A unanimous vote of the membership cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members and the consent of all record holders of mortgages upon any condominium property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

ARTICLE X - VOTING

Section 1. Each member shall be entitled to one vote. Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to only one vote, to be cast by a designee of the holder or holders. If the designation is not filed with the Secretary prior to the commencement of the meeting in which the vote may be exercised, the unit shall not be voted. The designation may be drawn to apply to a specific meeting

or to any and all meetings until revoked by the owners of the unit.

Section 2. Votes may be cast either in person or by proxy. The proxy holder may, but need not, be an officer or director of the Association, or affiliated with the Developer, or its successors or assigns. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner executing it.

ARTICLE XI - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XII - SEVERABILITY

Should any paragraph, sentence, phrase, or portion thereof, of any provision of these Articles or of the Bylaws or Rules and Regulations be held invalid, it shall not affect the validity of the remaining parts thereof or of the remaining instruments.

ARTICLE XIII - APPOINTMENT OF REGISTERED AGENT

FOR SERVICE OF PROCESS

Pursuant to Section 48.091, Florida Statutes, Michael E. Urette, whose address is 3239 Henderson Boulevard, Tampa, Florida 33609, is appointed registered agent for service of process upon THE GATES OF WESTSHORE, A CONDOMINIUM, INC.

IN WITNESS WHEREOF, the subscribing incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 27th day of

April, 2000.

(SEAL)

Michael E. Urette
Michael E. Urette, President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared Michael E. Urette, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Tampa, Hillsborough County, Florida, this 27 day of APRIL, 2000.

Janet A. Wenrich
Notary Public JANET A. WENRICH
My Commission expires:




2000 MAY -1 AM 10: 03

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as registered agent for service of process within the State of Florida upon THE GATES OF WESTSHORE, A CONDOMINIUM, INC at the place designated in Article XIII of the foregoing Articles of Incorporation, does hereby accept the appointment as such registered agent for THE GATES OF WESTSHORE, A CONDOMINIUM, INC.


Michael E. Urette
Registered Agent