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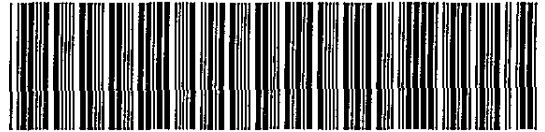
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Apr 14/2004

PEAVYHOUSE & OPP, P.A.

ATTORNEYS AT LAW

RUSSELL K. PEAVYHOUSE
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April 13, 2004

Department of State
Division of Corporations
CORPORATE FILINGS
P.O. Box 6327
Tallahassee, FL 32314

RE: The Terraces of Old Hyde Park Condominium Association, Inc.
FEI Number: **13-4278098**

Dear Sir/Madam:

Enclosed herewith are the Articles of Incorporation for the above referenced entity.

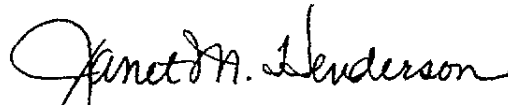
I am enclosing a check made payable to the FLORIDA DEPARTMENT OF STATE in the amount of \$87.50 for the filing fees, certified copy, and certificate of status:

Filing Fee	\$35.00
Registered Agent Fee	\$35.00
Certified Copy	\$ 8.75
Certificate of Status	<u>\$ 8.75</u>
	\$87.50

I am also enclosing a return FED-EX envelope for expedited service, please.

If you need anything further from our office, please do not hesitate to contact me.

Very truly yours,



Janet M. Henderson, Paralegal for
RUSSELL K. PEAVYHOUSE, ESQUIRE

Enclosures

**ARTICLES OF INCORPORATION
OF
THE TERRACES OF OLD HYDE PARK CONDOMINIUM ASSOCIATION, INC.**
A Florida Corporation Not for Profit
FEI Number: 13-4278098

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TALLAHASSEE, FLORIDA

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of this corporation is The Terraces of Old Hyde Park Condominium Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association" in these Articles.)

**ARTICLE II
OFFICE AND REGISTERED AGENT**

This Association's registered office is 815 South Howard Avenue, Tampa, Florida, 33606, Hillsborough County, Florida, and its Registered Agent is John J. Gold, Jr., who maintains a business office at 815 South Howard Avenue, Tampa, Florida, 33602, Hillsborough County, Florida. Both this Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of The Terraces of Old Hyde Park Condominiums, located in Tampa, Hillsborough County, Florida. This Association is organized and shall exist upon a non-stock basis as a corporation not for profit under the laws of the State of Florida and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, Director, or Officer of the Association. The Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other residence Units within that certain tract of property (hereinafter called the Property) in Hillsborough County, Florida and more particularly described as The Terraces of Old Hyde Park Condominiums.

**ARTICLE IV
POWERS OF ASSOCIATION**

For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not for profit except as limited or modified by these

Articles, the Declaration of Condominium, or Chapter 718, Florida Statutes, as it may hereafter be amended, including, but not limited to, the following:

(a) Exercise all rights, powers, and privileges and perform all duties of this Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions (hereinafter called the Declaration) applicable to the property as recorded or to be recorded in the Public Records of Hillsborough County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full;

(b) In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, specifically including any surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

(c) Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration against members of the Association to defray the costs, expenses and losses of the Condominium; and to use and expend the proceeds of said assessments in the exercise of its powers and duties hereunder.

(d) Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against this Association's property; and contract for services, such as to provide for operation and maintenance, repair or replacement, and protection of facilities, including any surface water management system facilities.

(e) Borrow money and, with the approval of two-thirds of each class of members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) With the approval of 3/4 of the members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as 3/4 of the members determine.

(g) With the approval of 3/4 of the members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) From time to time make, adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Units, Common Area, and Corporate Property consistent with the rights and duties established by the Declaration and these Articles and governing members' responsibilities.

(i) Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(j) To enforce by legal means the obligations of the members of the corporation; the provisions of the Declaration, and the provisions of a dedication or conveyance of the Corporate Property to the corporation with respect to the use and maintenance thereof; to sue and be sued.

(k) Operate and maintain any surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

(l) Contract for services to provide for operation and maintenance of the Condominium and of any surface water management system facilities if the association contemplates employing a maintenance company.

(m) Require all the lot owners, parcel owners, or Unit owners to be members.

(n) Exist in perpetuity; however, in the event the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

(o) To purchase insurance upon the Condominium property and Association property for the protection of the Association and its members.

(p) To approve or disapprove the transfer of ownership, leasing and occupancy of Units as provided for in the Declaration.

(q) To enforce the provisions of the Condominium Act, the Declaration, these Articles, and the By-Laws and any Rules and Regulations of the Association.

(r) To contract for the management and maintenance of the Condominium and the Condominium Property to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors.

(s) To employ accountants, attorneys, architects and other professional personnel to perform the services required for proper operation of the Condominium.

(t) To enter into agreements, or acquire leaseholds, memberships, and other possessory use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. It has the power whether or not the lands or facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit owners.

(u) To raise or borrow money for any of the purposes of the Association, and from time to time without limit as to amount; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest thereon, any mortgage, pledge, conveyance of assignment in trust, of the whole or any part of the rights or property of the Association, whether at the time owned or thereafter acquired.

(v) Take any other action necessary for the purposes for which the Association is organized.

ARTICLE V VOTING RIGHTS

The Association shall initially have two classes of voting membership:

Class A. Class A members shall be all Owners of legal title in one or more parcels in the Condominiums, with the exception of the Declarant (as defined in the Declaration), and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit. The share of a member in the funds and assets of the Association cannot be assigned or transferred in any manner except as an appurtenance to his/her Unit.

Class B. The Class B member shall be the Declarant, and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of the following events, whichever occurs earlier:

(1) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) on the anniversary date five years from the date when the first Unit is conveyed to an individual purchaser.

Upon termination of the Association, the members shall consist of those who were members at the time of such termination.

**ARTICLE VI
BOARD OF DIRECTORS**

Section 1. The Association's affairs are managed by a Board of Directors composed of three or more Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number not to exceed five (5). The Directors named below shall serve as Directors and as Officers until this Association's annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, if any, even if less than a quorum. Any Director may succeed himself or herself in office. All Directors will be elected by the members of the Association by ballot in the manner provided by the By-Laws. Each member may cast as many votes for each vacancy as such member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

John J. Gold, Jr.
720 South Delaware Avenue
Tampa, Florida 33606

Ernest L. Smith
815 South Howard Avenue
Tampa, Florida 33606

Gary Day
815 South Howard Avenue
Tampa, Florida 33606

Section 3. The officers of the Association shall be elected each year by the Board of Directors at its first meeting after the annual meeting of the members of the Association and they shall serve at the pleasure of the Board.

**ARTICLE VII
INCORPORATOR**

The name and residence of the incorporator is:

John J. Gold, Jr.
720 South Delaware Avenue
Tampa, FL 33606

**ARTICLE VIII
DISSOLUTION**

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by not less than three-fourths (3/4) of each class of members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of the Association's assets including the control or right of access to the property containing the surface water management system facilities, must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit on any member or other private individual.

**ARTICLE IX
DURATION**

This Association shall exist until it is terminated pursuant to the terms and conditions set forth in Section XV, Paragraphs 15.1 through 15.7, of the Declaration of Condominium of The Terraces of Old Hyde Park Condominium Association, Inc.

**ARTICLE X
BY-LAWS**

This Association's By-Laws initially were adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of a majority of each class of members in the manner provided for in said By-Laws.

**ARTICLE XI
AMENDMENTS**

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

A. Proposal. Amendments to these Articles shall be proposed by a majority of the Board of Directors or by petition of the owners of 3/4 of the Units by instrument, in writing, signed by them.

B. Procedure. Upon any amendment or amendments to these Articles being proposed by said Board or Unit owners, such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

C. Vote Required. Except as otherwise required by Florida law, these Articles may be amended by vote of a majority of the voting interest at any annual or special meeting, or by approval in writing of a majority of the voting interest without a meeting, provided the notice of any proposed

amendment has been given to the members of the Association and that the notice contains a fair statement of the proposed amendment.

D. Effective Date. An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Hillsborough County, Florida.

ARTICLE XII INTERPRETATION

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XIII FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XIV INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every Officer of the Association against all expenses and liabilities, including attorney fees and costs actually and reasonably incurred by or imposed on him/her in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he/she may be a party because of his/her being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that the actions or omissions to act of the said Director or Officer were material to the cause adjudicated and further involved:

a. Willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

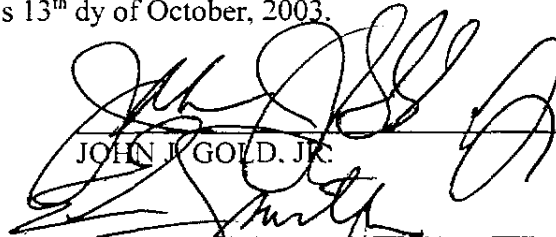
b. A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his/her action was unlawful or had reasonable cause to believe his/her action was legal and lawful.


c. A transaction from which the Director or Officer derived an improper personal benefit.


d. Wrongful conduct by Directors or Officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

IN WITNESS WHEREOF, for the purpose of reaffirming this corporation under the laws of the State of Florida, we, the undersigned, constituting the Board of Directors of this Association, have executed these Amended Articles of Incorporation by the method prescribed in the Association's governing documents this 13th dy of October, 2003.



JOHN J. GOLD, JR.


ERNEST L. SMITH


GARY DAY

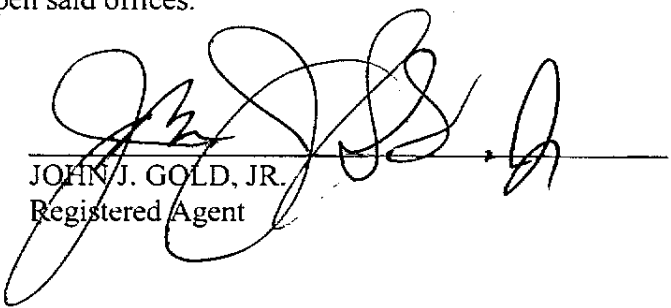
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted, in compliance with
said Act;

That THE TERRACES OF OLD HYDE PARK CONDOMINIUM ASSOCIATION, INC.,
desiring to organize under the laws of the State of Florida with its principal place of business in
Hillsborough County, Florida, has named John J. Gold, Jr., with his business office located at 815
South Howard Avenue, Tampa, Florida, 33606, Hillsborough County, Florida, as its agent to accept
service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above stated corporation, at place
designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the
provision of said Act relative to keeping open said offices.



JOHN J. GOLD, JR.
Registered Agent

Dated: October 13, 2003

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TALLAHASSEE, FLORIDA