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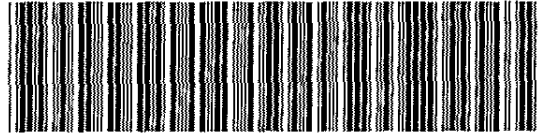
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TALLAHASSEE, FLORIDA

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T. BUREAU JUN 30 2005

MATHEWS LAW FIRM, P.A.

277 PINWOOD DRIVE
TALLAHASSEE, FLORIDA 32303
E-MAIL: MATT@MATHEWSLAWFIRM.COM
TELEPHONE: (850) 681-9303
FACSIMILE: (850) 681-2998

June 30, 2005

Via Hand Delivery

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

Re: Cherry Laurel Condominium Association, Inc.

Dear Sir or Madam:

Enclosed are an original and one copy of the Articles of Organization for the above-referenced not- for- profit corporation. Also, attached is a check in the amount of \$78.75 to cover filing fees and a certified copy of the Articles. PLEASE CALL KATRICE AT 681-9303, WHEN READY TO BE PICKED UP.

Thank you for your assistance in this matter.

Sincerely,



Katrice Thompson
Legal Assistant

/kmt
Enclosures

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ARTICLES OF INCORPORATION
FOR
CHERRY LAUREL CONDOMINIUM ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator, for the purpose of forming a not-for-profit corporation under the laws of the state of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1
NAME

The name of the corporation shall be Cherry Laurel Condominium Association, Inc.

ARTICLE 2
PRINCIPAL OFFICE

The principal place of business and mailing address of this corporation shall be 502 West Jefferson Street, Tallahassee, Florida 32301.

ARTICLE 3
PURPOSE AND POWERS

The purpose for which the corporation is organized is to operate and govern the Condominium located in Leon County, Florida, and known as Cherry Laurel Condominiums. The Association shall have all of the common law and statutory powers of a Florida not-for-profit corporation that are not in conflict with the Declaration of Condominium of Cherry Laurel Condominiums, the Condominium Act, the Bylaws or these Articles.

ARTICLE 4
INDEMNIFICATION

4.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

- 4.2 Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, lawsuit, or proceeding referred to in Section 10.1 above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection with that defense.
- 4.3 Advances. Expenses incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article 10.
- 4.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.
- 4.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.
- 4.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 5 MANNER OF ELECTION

The manner in which the directors are elected or appointed will be as provided for in the Bylaws.

ARTICLE 6 INITIAL DIRECTORS AND/OR OFFICERS

Barbara Bumgarner Director/President	502 West Jefferson Street Tallahassee, Florida 32301
Barry Bumgarner Director/Vice-President	502 West Jefferson Street Tallahassee, Florida 32301
Susan Groeniger Director/Secretary-Treasurer	502 West Jefferson Street Tallahassee, Florida 32301

ARTICLE 7
INITIAL REGISTERED AGENT AND STREET ADDRESS

<u>Name</u>	<u>Address</u>
Susan Groeniger	502 West Jefferson Street Tallahassee, Florida 32301

ARTICLE 8
INCORPORATOR

<u>Name</u>	<u>Address</u>
Susan Groeniger	502 West Jefferson Street Tallahassee, Florida 32301

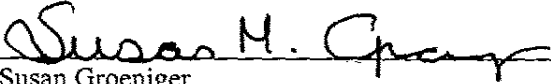
ARTICLE 9
MEMBERS

The members of the Association shall be all of the record title owners of the units of Cherry Laurel Condominiums.

ARTICLE 10
AMENDMENTS

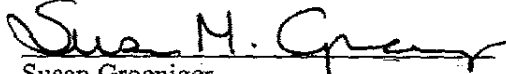
These Articles of Incorporation may be amended as provided in the Bylaws.

IN WITNESS WHEREOF, the Incorporator has affixed her signature the day and year set forth below.


Susan Groeniger

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for Cherry Laurel Condominium Association, Inc., a Florida corporation not for profit, at the place designated in these Articles, I agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the property and complete performance of my duties.


Susan Groeniger