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(City/State/Zip/Phone #)

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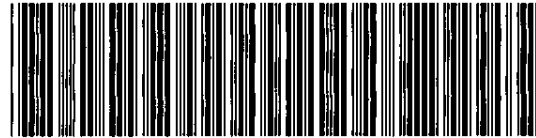
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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12/05/08--01001--013 **78.75

12/05/08--01001--014 **8.75

MRS
12/15

RECEIVED
08 DEC -4 PM 3:45
TALLAHASSEE, FLORIDA
DIVISION OF CORPORATIONS
SECRETARY OF STATE

FILED
08 DEC -4 PM 12:38
TALLAHASSEE, FLORIDA
SECRETARY OF STATE

Kathy May
Requester's Name
Ausley Law Firm
Address
Tallahassee FL
City/State/Zip
Phone #

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):

1. Alliance Center Condominiums Association, Inc.
(Corporation Name) (Document #)
2. _____
(Corporation Name) (Document #)
3. _____
(Corporation Name) (Document #)
4. _____
(Corporation Name) (Document #)

- ☒ Walk in ☒ Pick up time ASAP ☒ Certified Copy
☐ Mail out ☐ Will wait ☐ Photocopy ☒ Certificate of Status

NEW FILINGS

- ☒ Profit
- ☐ Not for Profit
- ☐ Limited Liability
- ☐ Domestication
- ☐ Other

AMENDMENTS

- ☐ Amendment
- ☐ Resignation of R.A., Officer/Director
- ☐ Change of Registered Agent
- ☐ Dissolution/Withdrawal
- ☐ Merger

OTHER FILINGS

- ☐ Annual Report
- ☐ Fictitious Name

REGISTRATION/QUALIFICATION

- ☐ Foreign
- ☐ Limited Partnership
- ☐ Reinstatement
- ☐ Trademark
- ☐ Other

Examiner's Initials

AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

DIRECT DIAL - (850) 425-5306
REAL ESTATE FAX - (850) 222-7139

December 4, 2008

Florida Department of State
Division of Corporations
Koger Center - The Clifton Building
2661 Executive Center Circle West (32301)
Tallahassee, FL 32314

VIA HAND-DELIVERY

Re: Filing of Articles of Incorporation for Alliance Center Condominiums Association, Inc.

Dear Sir/Madam:

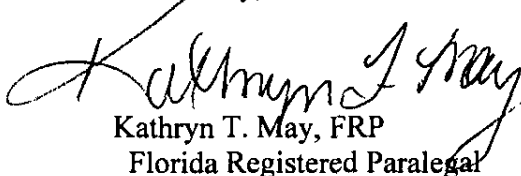
Enclosed for filing with the Division of Corporations is an original and one (1) copy of the Articles of Incorporation and Resident Agent Designation for the above-referenced corporation. I am also enclosing our checks payable to Florida Department of State totaling \$87.50 representing the following:

1.	Filing fees	\$35.00
2.	Registered Agent Designation	35.00
3.	Certificate of Status	8.75
4.	Certified copy	<u>8.75</u>

TOTAL \$ 87.50

Please call me at 425-5306 when the Articles are ready to be picked up. Thank you for your assistance. If you have any questions, please do not hesitate to call me.

Yours truly,


Kathryn T. May, FRP
Florida Registered Paralegal

/ktm
Enclosures

425 5306

Please call
when ready.

FILED

08 DEC -4 PM 12:38

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

of

ALLIANCE CENTER CONDOMINIUMS ASSOCIATION, INC.,
a Florida Not-For-Profit Corporation

[Exhibit "B" to the Declaration of Condominium of Alliance Center Condominiums]

THE UNDERSIGNED hereby associate themselves together for the Purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAMES AND ADDRESSES

§ 1.1. Corporation. The name of the corporation shall be ALLIANCE CENTER CONDOMINIUMS ASSOCIATION, INC. For convenience this corporation shall be referred to herein as the "Association".

§ 1.2. Incorporator. The name and address of the incorporator of these Articles of Incorporation is as follows: DIAMOND AT MONROE, LLC, a Florida Limited Liability Company, 401 E. Virginia St., Tallahassee, FL 32301.

§ 1.3. Principal Office. The address of the principal office of the Association is as follows: 401 E. Virginia St., Tallahassee, FL 32301.

§ 1.4. Registered Agent. The association hereby appoints Thomas C. Proctor, Jr. as its Registered Agent to accept service of process within this state, with the Registered Office located at 401 E. Virginia St., Tallahassee, FL 32301.

ARTICLE II

DEFINITIONS & PURPOSES

§ 2.1. Terms. Unless otherwise defined herein, terms shall have the same meaning given such terms in the Declaration (as defined below).

§ 2.2. Purpose. The purposes for which the Association is organized is to manage, operate and maintain the condominium to be known as ALLIANCE CENTER CONDOMINIUMS, hereinafter referred to as the "condominium", in accordance with the DECLARATION OF CONDOMINIUM OF ALLIANCE CENTER CONDOMINIUMS (hereinafter the "Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.

§ 2.3. Stock and Profits. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

ARTICLE III

POWERS

§ 3.1. Common Law & Statutory Powers. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

§ 3.2. Other Powers. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

- (a) To adopt a budget and make and collect assessments against members to defray the costs of the Condominium.
- (b) To use the Proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, manage, repair, replace and operate the Condominium property.

- (d) To reconstruct improvements after casualty and construct further improvements to the Condominium Property.
- (e) To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.
- (f) To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association and the Condominium Rules and Regulations.
- (g) Pursuant to the terms of the Declaration, to contract for the management of the Condominium and the delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents and applicable law to have approval of the board of directors or the members of the Association.

§ 3.3. Funds & Titles to Property. All funds and the titles to all Property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

§ 3.4. Exercise of Powers. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

ARTICLE IV

MEMBERS

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

§ 4.1. Owners. All Owners are members of the Association, and no other persons or entities are entitled to membership. Each Owner is entitled to vote at Association meetings in accordance with the following:

- (a) Each Owner of a Residential/Live Work Unit is entitled to one (1) vote for each Residential/Live Work Unit owned.
- (b) Each Owner of a Retail Unit is entitled to one (1) vote for each Retail Unit owned.

- (c) Each Owner of a Commercial/Professional Unit is entitled to TWO (2) votes for each Commercial/Professional Unit owned.

The vote of the Owner must be cast by its voting representative. Voting representatives for Units owned by more than one person or by a corporation or other entity must be cast by the voting representative named in a voting certificate signed or accepted by all of the Owners of that Unit and filed with the secretary of the Association. Each voting certificate will be valid until revoked by a subsequently executed and filed voting certificate. Notwithstanding anything in these Articles or the Bylaws to the contrary, the number of votes allocated to each Owner as set forth in this Section 4.1 is an appurtenance to the Owner's Unit. Consequently, no change or amendment may be made to the number of votes allocated to each Owner without the unanimous approval of all of the Owners.

§ 4.2. Changes. Changes in membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is situated, 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 copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall thereby terminate.

§ 4.3. Assignment & Transfer. The share of a member in the funds and assets of the Association can **not** be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

ARTICLE V DIRECTORS

§ 5.1. Number of Board Members. The affairs of the Association will be managed by a board of directors consisting of seven (7) directors.

§ 5.2. Appointment or Election. Directors of the Association shall be appointed or elected based upon the three (3) separate classes of voting, as follows:

- (a) Residential/Live Work Unit Owners shall be entitled to elect one (1) member of the Board;
- (b) Retail Unit Owners shall be entitled to elect one (1) member of the Board;
- (c) Commercial/Professional Unit Owners shall be entitled to elect five (5) members of the Board, as follows:

2nd Floor Owners shall elect one (1) member of the board;

3rd Floor Owners shall elect one (1) member of the board;

4th Floor Owners shall elect one (1) member of the board;

5th Floor Owners shall elect one (1) member of the board;

The last remaining member of the board shall be an "at large" selection voted on by all Commercial/Professional Unit Owners of the 2nd, 3rd, 4th, and 5th Floors.

In the event of a tied vote for any board seat, the vote of the Unit Owner with the most square footage shall break the tie.

Cumulative voting for Board members is expressly prohibited. Each Board member seat elected by each type of Unit will be elected by the majority of votes cast by all the Units of that type of Unit.

§ 5.3. Initial Board. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

NAME:

ADDRESS:

Gary K. Hunter, Jr.

123 S. Calhoun St., Tallahassee, FL 32301

Richard Brightman

123 S. Calhoun St., Tallahassee, FL 32301

Gary Perko

123 S. Calhoun St., Tallahassee, FL 32301

Brian Crumbaker

123 S. Calhoun St., Tallahassee, FL 32301

Thomas C. Proctor, Jr.

401 E. Virginia St., Tallahassee, FL 32301

Tom Allen

401 E. Virginia St., Tallahassee, FL 32301

Michael B. Kramer

401 E. Virginia St., Tallahassee, FL 32301

ARTICLE VI OFFICERS

§ 6.1. Offices. The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected as set forth in the Bylaws. Officers shall serve with or without compensation (as determined in the Bylaws) at the pleasure of the board of directors. The same person may hold multiple offices if so elected.

The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Thomas C. Proctor, Jr. 401 E. Virginia St., Tallahassee, FL 32301
Vice President:	Gary K. Hunter, Jr. 123 S. Calhoun St., Tallahassee, FL 32301
Secretary	Tom Allen 401 E. Virginia St., Tallahassee, FL 32301
Treasurer	Tom Allen 401 E. Virginia St., Tallahassee, FL 32301

ARTICLE VII INDEMNIFICATION

§ 7.1. Director & Officer Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney and paralegal fees, reasonably incurred by or imposed upon him in connection with 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 at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the board of directors has approved such settlement and when the

board of directors has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII BYLAWS

§ 8.1. Adoption. The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded as provided in the Bylaws.

ARTICLE IX AMENDMENTS

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

§ 9.1. Notice. 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.

§ 9.2. Proposal and Adoption. An amendment may be proposed by either the board of directors or by the membership of the Association. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than a majority of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Articles may be amended by an affirmative vote of not less than two-thirds (2/3) of the total voting interests of the condominium as provided in Section 4.1 of these Articles at a duly called meeting of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting; provided however, this agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

No amendment may alter the number of the Board members, the classes of Owners who may elect the Board members, the voting classes established by the Articles, or make any other amendments that may modify, abridge, alter, or delete the permissible uses of the Commercial/Professional Units, Retail Units, or Live/Work Units or the Limited Common

Elements appurtenant thereto; (b) interfere with the ownership or operation of the Commercial/Professional Units, Retail Units, or Live/Work Units, or the Limited Common Elements appurtenant thereto; or (c) modify, alter, or delete any: (i) provision that benefits the Owner(s) of the Commercial/Professional Units, Retail Units, or Live/Work Units; (ii) rights, privileges, easements, protections, or defenses of the Owner(s) of the Commercial/Professional Unit(s), Retail Unit(s), or Live/Work Unit(s); or (iii) rights of the Owners or the Association in relationship to the Owners of the Commercial/Professional Units, Retail Units, or Live/Work Units, without the written consent of at least seventy-five percent (75%) of the Owner(s) of each and every unit type (Commercial/Professional Unit(s), Retail Unit(s), and Live/Work Unit(s)) attached to and recorded with such amendment.

§ 9.3. Effective Date of Amendments. An amendment shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of the county in which the Condominium is situated.

§ 9.4. Developer Amendments. Developer amendments to these Articles may be made in the same manner as stated in the Declaration.

§ 9.5. Accord. Any amendments to these Articles shall be in accord with the terms and provisions of the Declaration.

ARTICLE X

TERM

§ 10.1. Term. The term of the Association shall be the life of the Condominium.

§ 10.2. Termination. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

EXECUTION

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this
3rd day of December, 2008.

WITNESSES:

Thomas C. Proctor, Jr.
Signature

M. JULIAN PROCTOR JR
Printed Name

Kathryn T. May
Signature

Kathryn T. May
Printed Name

INCORPORATOR SIGNATURE:

DIAMOND AT MONROE, LLC
By: Black Diamond, LLC, its Member

By: Thomas C. Proctor, Jr., President

Note: All of the above-referenced entities
are Florida Limited Liability Companies

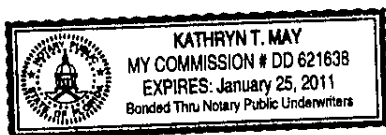
NOTARY

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Thomas C. Proctor, Jr., in the capacity as stated in the signature block above, and he acknowledged that he executed the foregoing instrument on behalf of the company pursuant to due authority therefrom. He is personally known to me or has produced sufficient identification.

WITNESS my hand and seal this 3rd day of December, 2008.

Stamp or Seal:



Kathryn T. May
Notary Signature

Kathryn T. May
Notary Printed Name

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

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

That ALLIANCE CENTER CONDOMINIUMS ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office indicated in the articles of incorporation in the City of Tallahassee, County of Leon, State of Florida, has appointed Thomas C. Proctor, Jr., 401 E. Virginia St., Tallahassee, FL 32301, as its agent to accept service of process within this state.

ACKNOWLEDGMENT

Having been named to accept service of process for the above corporation, at the 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 being available at said location.


THOMAS C. PROCTOR, JR.

FILED
08 DEC -4 PM 12:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA