

**AMENDED
ARTICLES OF INCORPORATION
FOR
STADIUM VIEW CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purpose of forming a **corporation not for profit** under Chapter 617, Florida Statutes, hereby adopts the following articles of incorporation and certifies as follows:

ARTICLE 1

NAME

The name of the corporation is **STADIUM VIEW CONDOMINIUM ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2

OFFICE

The initial principal office and mailing address of the Association shall be 405 Dunwoody Street, Tallahassee, Florida 32304, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

ARTICLE 3

PURPOSE

This Association is organized for the purpose of providing an entity under Chapter 718, Florida Statutes, known as the Florida Condominium Act, as it exists on the date hereof (the "Act"), for the operation, maintenance and control of that certain condominium located in Leon County, Florida, and known as STADIUM VIEW, a Condominium (the "Condominium Property" or "Condominium").

ARTICLE 4

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of Condominium ("Declaration"), to be recorded in the Public Records of Leon County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 5

POWERS

The powers of the Association shall include and be governed by the following:

- 5.1 **General.** The Association shall have all of the common-law and statutory powers of a corporation not for profit or for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.
- 5.2 **Enumeration.** The Association shall have all of the powers and duties set forth in the Act, and except as limited by the Act, those powers and duties set forth in these Articles, the By-Laws and the Declaration and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect assessments against the members as Unit owners to defray the costs, expenses and losses of any condominium operated by the Association or any costs, expenses or losses of any other business, enterprise, venture or property interest of the Association.
 - (b) To use the proceeds of the assessments in the exercise of these powers and duties.
 - (c) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property.

- (d) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property and Association Property, and other property acquired or leased by the Association.
- (e) To purchase insurance upon the Condominium Property and Association Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (f) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units, the Condominium Property and Association Property, and for the health, comfort, safety and welfare of the Unit Owners.
- (g) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property.
- (h) To contract for the management and maintenance of the Condominium Property and Association Property and to authorize a management agent (which may be an affiliate of Campus View East, LLC., a Florida limited liability company, (the "Developer") to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements and Association Property with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominium Property and Association Property.

ARTICLE 7

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 8

INCORPORATOR

The name and address of the Incorporator of this Corporation is:

NAME

ADDRESS

Joseph P. Jones

215 S. Monroe Street, Suite 400
Tallahassee, Florida 32301

ARTICLE 9

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors nor more than seven (7) (but always an odd number) directors who shall be designated or elected as set forth herein and therein. Except for the Developer's designees, in order to qualify as a candidate for election and to serve as a director of the Association, such candidate or director shall be a member of the Association and shall own record title to at least an undivided one-half (1/2) interest in a Unit in the Condominium. Developer's designees do not have to hold an ownership interest in a Unit. During Developer control of the Condominium, Directors need not be members of the Association; however, upon turnover of control of the condominium from the Developer to the Association, Directors shall be members of the Association. From and after turnover of control of the Condominium from the Developer to the Association, if any member of the Board of Directors ceases to own at least an undivided one-half (1/2) interest in a Unit, such member shall no longer be qualified to serve on the Board of Directors and shall forthwith resign from the Board of Directors, failing which the other members of the Board of Directors shall remove him or her by notice, simply as a ministerial duty.

9.2 Developer Turnover. The Board shall consist of three (3) Directors during the period that the Developer is entitled to designate a majority of the Directors, as hereinafter provided. The Developer shall have the right to designate all of the members of the Board of Directors until Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three years after 50% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to the purchasers; (c) when all of 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; (d) 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, or (e) seven (7) years after recordation of the Declaration of Condominium in the public records, whichever occurs first. The Developer is entitled (but not obligated) to designate at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units in the Condominium that ultimately will be operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owners except for purposes of reacquiring control of the Association or selecting the majority of members of the Board of Directors.

The Developer can voluntarily turn over control of the Association to Unit Owners other than the Developer prior to the dates specified herein, in its sole discretion, by causing all of its designated Directors to resign (subject to the Developer's rights under the first Paragraph of this Section 9.2 to designate at least one (1) member of the Board of Directors under the circumstances described therein), whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least seventy-five (75) days' notice of Developer's decision to cause its designees

to resign is given to Unit Owners, neither the Developer, nor such designees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The election shall proceed as herein before provided for the election of Directors in paragraph 4.2 of the By-Laws. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

At the time that Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and such Unit Owners shall accept control. At that time, Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, the following items, if applicable:

The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration, and all amendments thereto.

A certified copy of the Articles of Incorporation of the Association, and all amendments hereto.

A copy of the By-Laws of the Association and all amendments thereto.

The minute books, including all minutes, and other books and records of the Association.

Any rules and regulations which have been promulgated.

Resignations of resigning Officers and Board members who were designated by the Developer.

Association funds or the control thereof.

All tangible personal property that is the property of the Association which is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property.

A copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment and for the construction and installation of all mechanical components serving the Improvements and the Condominium Property, with a certificate, in affidavit form, of the Developer or the Developer's agent or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of his knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and for the construction and installation of the mechanical components serving the Improvements and the Condominium Property.

A list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association property.

Insurance policies.

Copies of all Certificates of Occupancy which may have been issued for the Condominium Property.

Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association.

All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective.

A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records.

Leases of the Common Elements and other leases to which the Association is a party, if applicable.

Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

All other contracts to which the Association is a party.

Within ninety (90) days after Unit Owners other than the Developer elect a majority of members of the Board of Directors of the Association, the Developer shall deliver the financial records, including financial statements of the Association, and source documents from the incorporation of the Association through the date of turnover. The records shall be audited for the period from the incorporation of the Association or from the period covered by the last audit, if an audit has been performed for each fiscal year since incorporation, by an independent certified public accountant. All financial statements shall be prepared in accordance with generally accepted accounting principles and shall be audited in accordance with generally accepted auditing standards, as prescribed by the Florida Board of Accountancy, pursuant to Chapter 473 of the Florida Statutes. The accountant performing the audit shall examine to the extent necessary supporting documents and records, including the cash disbursements and related paid invoices to determine if expenditures were for Association purposes and the billings, cash receipts, and related records to determine that the Developer was charged and paid the proper amounts of Assessments.

9.3 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

9.4 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided herein and in the By-Laws.

9.5 Term of Developer's Directors. The Developer of the Condominium shall designate the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

9.6 First 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 taken office, as provided in the By-Laws, are as follows:

NAME

ADDRESS

Sanford M. Schmookler

Post Office Box 15191
Tallahassee, Florida 32317

ARTICLE 10

OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Sanford M. Schmookler
Post Office Box 15191
Tallahassee, Florida 32308

Vice President:

Secretary:

Treasurer:

ARTICLE 11

INDEMNIFICATION

11.1 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, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit 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 (i) he did not act in good faith, (ii) that he acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, or (iii) with respect to any criminal action or proceeding,

that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit 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 which he reasonably believed to be not in, or opposed to, the best interest of the Association or with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

11.2 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, suit or proceeding referred to in Section 11.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit 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 is entitled to be indemnified by the Association as authorized in this Article 11.

11.4 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 by-law, 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 such person.

11.5 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 enterprises, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

11.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 11 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 12

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

ARTICLE 13

AMENDMENTS

Subject to Section 11.6, above, amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting of the Association at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes, and in the Act (the latter to control over the former to the extent provided for in the Act).

13.3 Limitation. No amendment shall make any changes in the qualifications for membership in the Association, nor in the voting rights or property rights of members of the Association, nor any changes to Article 5 hereof, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Section 13.3 shall be effective.

13.4 Methodology. A resolution for the adoption of a proposed amendment to these Articles may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary or assistant Secretary, if such officially exists, at or prior to the meeting considering the amendment. Except as elsewhere provided, such approvals must be by not less than three-fifths (3/5) of the vote of the entire membership of the Association.

13.5 Developer Amendments. To the extent lawful, the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

13.6 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Leon County, Florida.

ARTICLE 14

REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

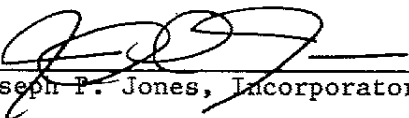
The registered office of this corporation shall be 2317 Tour Eiffel Drive, Tallahassee, Florida 32308. The registered agent of this corporation is Sanford M. Schmookler.

ARTICLE 15

SUBSCRIBERS

The name and address of the subscriber to these Articles of Incorporation is: Joseph P. Jones, 215 S. Monroe Street, Suite 400, Tallahassee, Florida 32301.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on September 4, 2007.



Joseph P. Jones, Incorporator



Name: Sanford M. Schmookler

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

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its initial principal office, as indicated in the foregoing Articles of Incorporation, in the City of Tallahassee, County of Leon, State of Florida, the corporation named in the said Articles has named Joseph P. Jones, 215 S. Monroe Street, Suite 400, Tallahassee, Florida 32301, as its statutory registered agent.

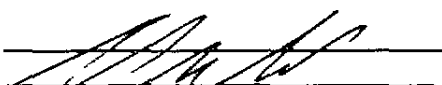
Having been named the statutory registered agent of said corporation, at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and further agree to comply with the provisions of Florida law relative to the proper and complete performance of my duties.

Dated this 4th day of Sept, 2007.

By:

Name:

Its:



Registered Agent

The date of adoption of the amendment(s) was: 9/4/07

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature 
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

Sanford M. Schmookler
(Typed or printed name of person signing)

President
(Title of person signing)

FILING FEE: \$35