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FLORIDA PROFIT/NON PROFIT CORPORATION

CITY BLUE Condominium Association, Inc.

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TALLAHASSEE FLORIDA

ARTICLES OF INCORPORATION  
OF  
CITY BLUE CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME; REGISTERED AGENT; INITIAL PRINCIPAL ADDRESS

The name of the corporation is CITY BLUE Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association." The initial registered agent shall be Henry C. Lewis, III, and the principal office address for the Association shall be c/o Henry C. Lewis, III, 119 N. 11<sup>th</sup> St., Tampa, Florida 33602.

ARTICLE II  
PURPOSE

(a) The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of CITY BLUE, a Condominium (hereinafter "the Condominium"), to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium of CITY BLUE, a Condominium (the "Declaration") when recorded or thereafter amended, in the Public Records of Hillsborough County, Florida (the "County"). All words defined in the Declaration shall have the same meaning when used herein.

(b) The Association shall make no distributions of income to its members, directors or officers, and shall not issue any shares of stock.

ARTICLE III  
POWERS

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

(a) The Association shall have all of the common law and statutory powers of a not-for-profit corporation which are not in conflict with the terms of these Articles, nor in conflict with the provisions of the Condominium Act.

(b) The Association shall have all of the powers set forth in the Condominium Act, except as limited by these Articles and the Declaration to the extent allowed by the law, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including but not limited to the following:

(1) The irrevocable right to make and collect assessments against members as Unit Owners defray the costs, expenses and losses of the Condominium.

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

(3) To maintain, repair, replace and operate the Condominium Property which shall include the irrevocable right of access to each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

(4) To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

(5) To reconstruct improvements after casualty and to make further improvements to the Condominium Property.

(6) To make and amend reasonable regulations respecting the use of the property in the Condominium.

(7) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations adopted by the Association.

(8) To impose fines on Unit Owners or their tenants for violations of the Declaration of Condominium, these Articles, the By-Laws of the Association and the regulations adopted by the Association in accordance with the provisions of the Condominium Act.

(9) To contract for the maintenance, management and operation of the Condominium Property.

(10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.

(11) To pay taxes and assessments which are liens against any part of the Condominium other than individual Units, unless the individual Unit or Units are owned by the Association, and to assess the same against the Units subject to such liens.

(12) To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the Condominium and not billed to Unit Owners.

(13) To borrow funds necessary for the operation of the Association or desirable to meet its long term objectives, as set forth in the By-Laws.

(14) To enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities which are intended to provide enjoyment, recreation or other use or benefits to the members of the Association.

(15) To purchase a Unit or Units in the Condominium and hold, lease, mortgage and convey the same.

(16) To maintain, repair, replace, and operate the Common Areas for the Unit owners of the Condominium Property and to assess the Unit Owners for their allocable share of such costs.

#### ARTICLE IV MEMBERS

(a) The members of the Association shall consist of all of the record owners of Units in the Condominium, and in the event of a termination of the Condominium, shall consist of those who are members at the time of such termination and their successors and assigns.

(b) Change of membership in the Association shall be established by recording in the Public Records of Hillsborough County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium and the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Unit.

(d) The Owner of a Unit shall be entitled to one vote per Unit as a member of the Association, except there shall be no vote for any Unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

#### ARTICLE V DIRECTORS

(a) The affairs of the Association will be managed by a Board of Directors consisting of no less than three (3) Directors, nor more than nine (9) Directors; however, the Board shall consist of an odd number of Directors. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By-Laws.

(b) Members of the Board of Directors shall be elected in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. A list of names and addresses of the Board of Directors shall be maintained in the Official Records of the Association.

(c) The initial Board of Directors of the Association shall be selected by the Developer. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. At such first election, Unit Owners other than the Developer shall be entitled to elect not less than one-third (1 1/3) of the members of the Board of Directors. Subsequent elections shall be held in conformity with the requirements of the Condominium Act and as set forth in the By-Laws of the Association.

(d) The names and addresses of the members of the current Board of Directors, who shall hold office until their successors are elected and have qualified, or until they resign or are removed, are as follows:

Henry C. Lewis, III 119 N. 11<sup>th</sup> Street, Suite 100  
Tampa, Florida 33602

Joseph T. Bauer 119 N. 11<sup>th</sup> Street, Suite 100  
Tampa, Florida 33602

#### ARTICLE VI OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors 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 names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Henry C. Lewis, III	119 N. 11 <sup>th</sup> Street, Suite 100	President, Vice President,
	Tampa, Florida 33602	Secretary and Treasurer

A list of names and addresses of the officers shall be maintained in the Official Records of the Association.

#### ARTICLE VII INDEMNIFICATION AND INSURANCE

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of 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 of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudicated guilty or willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such

settlement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officers may be entitled.

The Board of Directors shall purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities set forth above, unless the Board determines that such insurance is not reasonably available. The premiums for such insurance shall be a Common Expense.

ARTICLE VIII  
BY-LAWS

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

ARTICLE IX  
AMENDMENTS

Amendments to the Articles of Incorporation may be proposed and adopted as provided in the Condominium Act, provided that no amendment may be in conflict with the Declaration, and further provided no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration. For so long as Developer holds any Units for sale in the ordinary course of business, no amendment that assesses the Developer as a Unit Owner for capital improvements or that is detrimental to the sale of Units by the Developer, shall be effective without the written approval of the Directors.

ARTICLE X  
INCORPORATOR

The name and address of the incorporator to these Articles of Incorporation is as follows:

C. Graham Carothers, Jr., Esq  
Shumaker, Loop & Kendrick, LLP  
101 East Kennedy Boulevard, Suite 2800  
Tampa, Florida 33602

ARTICLE XI  
TERM

The term for which this corporation shall exist is perpetual.

ARTICLE XII  
NOT FOR PROFIT STATUS

No part of the net earnings of the Association shall inure to the benefit of any of its Members or any other individual. Accordingly, the Association shall not carry on any activity for the profit of its Members, or distribute any gains, profits, or dividends to any of its Members as such, or engage, except to an insubstantial degree, in any activities which are not in furtherance of the specific and primary objects and purposes of the Association. The Association may however, provide a rebate, reimbursement or refund of excess membership dues, fees or Assessments to its Members. In determining whether there should be any such rebate, reimbursement or refund or the amount of any such rebate, reimbursement or refund, the earnings of the Association are not to be taken into account in any manner.

*[signature page follows]*

IN WITNESS WHEREOF, the Incorporator and Registered Agent have executed this Agreement effective on the day and year first above written.

WITNESSES:

[Signature]  
Name: IVELY GONZALEZ  
(Print or Type Name)

By: [Signature]  
C. Graham Carothers, Jr., Incorporator

[Signature]  
Name: APRICA BRABA  
(Print or Type Name)

By: [Signature]  
Henry C. Lewis, III, Registered Agent

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 26 day of January, 2006 by C. ~~Graham Carothers, Jr.~~ He either (mark one) \_\_\_\_\_ is personally known to me personally, or FLDL has provided (picture identification), as identification.

Henry C Lewis III

[AFFIX NOTARY SEAL OR STAMP]

[Signature]  
(Signature of Notary)



Name: \_\_\_\_\_  
(Print or Type Name)

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 30th day of January, 2006 by ~~Henry C. Lewis, III.~~ He either (mark one)  is personally known to me personally, or \_\_\_\_\_ has provided (picture identification), as identification.

Graham Carothers Jr.

[AFFIX NOTARY SEAL OR STAMP]

[Signature]  
(Signature of Notary)

Colette C. Jaccard  
Name: Colette C. Jaccard  
(Print or Type Name) Commission # DD258855  
Expires: Oct 13, 2007  
Bonded Thru Atlantic Bonding Co., Inc.

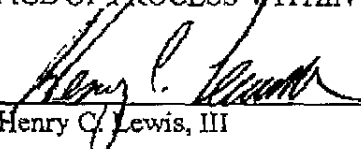
My Commission Expires: \_\_\_\_\_



**CERTIFICATION DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN  
FLORIDA, NAMING AGENT UPON  
WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

CITY BLUE CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE  
OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL  
PLACE OF BUSINESS AT 119 N. 11<sup>th</sup> STREET, SUITE 100, TAMPA, FLORIDA 33602,  
HAS NAMED HENRY C. LEWIS, III, 119 N. 11<sup>th</sup> STREET, SUITE 100, TAMPA,  
FLORIDA 33602, ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

  
Henry C. Lewis, III

Date: January 26, 2006

HAVING BEEN DESIGNATED AS REGISTERED AGENT OF CITY BLUE  
CONDOMINIUM ASSOCIATION, INC., I HEREBY ACCEPT SUCH DESIGNATION AND  
AGREE TO COMPLY WITH THE PROVISIONS OF F.S. §48.091, RELATIVE TO KEEPING  
THE CORPORATION'S REGISTERED OFFICE OPEN.

**FILED**  
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