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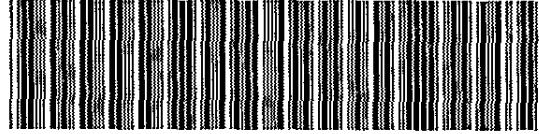
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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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T. Burch AUG 30 2006

**STEPHEN C. SULLIVAN, P.L.**

ATTORNEY & COUNSELOR AT LAW

11603 LIPSEY ROAD  
TAMPA, FLORIDA 33618

BUSINESS LAW  
ESTATE PLANNING & ADMINISTRATION

(813) 936-8881  
(813) 990-8882 (fax)

August 26, 2006

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

Re: **1708 4<sup>th</sup> Avenue Place Condominium Association, Inc.**


Dear Sir or Madam:

Enclosed please find an original and one copy of Articles of Incorporation for the above-captioned not-for-profit corporation and a check in the amount of \$70.00 to cover the cost of the filing and registered agent fee.

Please file the Articles of Incorporation, date stamp the enclosed copy, and return it to our office.

Thank you for your assistance.

Very truly yours,

  
Stephen C. Sullivan

Enclosures  
Check: \$70.00

**ARTICLES OF INCORPORATION  
OF  
1708 4TH AVENUE PLACE OWNERS' ASSOCIATION, INC.**

FILED  
2006 AUG 30 PM 06  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation.

Article 1 - Name

The name of the corporation is 1708 4TH AVENUE PLACE OWNERS' ASSOCIATION, INC., hereinafter called "the Association".

Article 2 - Registered Office

The address of the initial registered office of the Association in the State of Florida is 6913 Harney Rd, Tampa, Florida 33617; but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

Article 3 - Term of Existence

This Association shall have perpetual existence unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida

Article 4 - Purpose

The purposes for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, as it exists on the date hereof ("the Act") for the operation of that certain condominium located in Hillsborough County, Florida known as 1708 4<sup>th</sup> Avenue Place, A Condominium ("the Condominium"). The Association shall automatically assume all rights, powers and duties provided for herein and in the Act, the By-laws and the applicable Declaration of Condominium ("Declaration") upon recordation of the Declaration in the Public Records of Hillsborough County, Florida, naming the Association as the association responsible for the operation of the Condominium.

Article 5 - Definitions

The terms used in these Articles shall have the same meanings as those set forth in the Declaration, unless herein provided to the contrary or unless the context otherwise requires.

Article 6 - Powers

6.1 **Powers.** The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-laws, and the Declaration (to the extent that they are not in conflict with the Act) 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 the same may be amended from time to time, including but not limited to the power to do the following:

(a) Perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time, and to exercise such authority as may reasonably be necessary to effectuate its objectives under the Declaration, as the same may be amended from time to time;

(b) Assess, levy and collect and enforce payment, by any lawful means of, all assessments and other charges against members as Unit Owners (whether or not such sums are due and payable to the Association) and to use the proceeds thereof in the exercise of its powers and duties;

(c) Acquire (by gift, purchase, or otherwise), own, hold, mortgage, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of, real and personal property in connection with the affairs of the Association;

(d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property or common areas, provided that any merger, consolidation or annexation, shall have the assent by vote or written instrument of two-thirds (2/3) of the votes of the members of the Association;

(e) Maintain, repair, replace, reconstruct, add to and operate the Condominium Property and other property acquired or leased by the Association;

(f) Purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners;

(g) Make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners;

(h) Approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided in the Declaration;

(i) 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;

(j) Contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties. 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;

(k) Employ personnel to perform the services required for the proper operation of the Condominium; and

(l) Operate and maintain the improvements, facilities and systems utilized in connection with the storm and surface water collection, retention, detention, drainage and disposal services for the Condominium.

6.2 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles, and the By-laws.

6.3 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred to another not for profit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act, Chapter 617, Florida Statutes.

6.4 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-laws, and the Act, provided that in the event of conflict, the provisions of the Act shall control over those hereof and of the Declaration and By-laws to the extent that the Act is more restrictive.

#### Article 7 - Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit, including the Developer, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

The transfer of the membership of any Unit Owner shall be established by the recording in the public records of Hillsborough County, Florida of a deed or other instrument establishing a transfer of record title to any Units for which membership has already been established. Upon such recordation, the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the recorded deed or other instrument establishing the transfer of the ownership of the Unit. It shall be the responsibility of the former and new Unit Owner to provide such copy to the Association.

The interest 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 the Unit owned by such member.

#### Article 8 - Voting & Meetings

On all matters upon which the membership shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

The By-laws shall provide for an annual meeting of the members and may make provisions for the regular and special meetings of members other than the annual meeting.

#### Article 9 - Incorporator

The name and address of the incorporator is:

Dennis Carney  
6913 Harney Rd  
Tampa, Florida 33617

#### Article 10 - Directors

The affairs of the Association shall be managed by a board of directors, who shall be members of the Association, provided, however, that as long as the Developer owns one or more Units, the directors need not be members of the Association. The number of directors of the Association shall not be less than three (3) nor more than seven (7).

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 the Unit Owners when such approval is specifically required.

Directors shall be elected at the annual meeting of the Association members in the manner determined by and subject to the qualifications set forth in the By-laws.

The Developer shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-laws.

The names and addresses of the persons who shall serve as initial directors until the selection and qualification of their successors are:

Dennis Carney  
6913 Harney Rd.  
Tampa, FL 33617

Sean Carney  
6913 Harney Rd.  
Tampa, FL 33617

Daniel Martucci  
6913 Harney Rd.  
Tampa, FL 33617

#### Article 11 - Officers

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the By-laws. Said officers shall be elected annually 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:

<u>Name and Title</u>	<u>Address</u>
Dennis Carney, President	6913 Harney Road Tampa, Florida 33617
Sean Carney, Vice President	6913 Harney Road Tampa, Florida 33617
Daniel Martucci, Secretary	6913 Harney Road Tampa, Florida 33617
Daniel Carney, Treasurer	6913 Harney Road Tampa, Florida 33617

#### Article 12 - Indemnification

12.1 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 (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful; except no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance or malfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent,

shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.2 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 this Article 12, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

12.3 Approval. Any indemnification under this Article 12 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in 12.1 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of member votes of the Association.

12.4 Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

12.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a Director, Officer, employee or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.6 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 or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

12.7 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 12 may not be amended without the prior written consent of all persons whose interests would be adversely affected by such amendment.

### Article 13 -- 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 14 -- Amendment

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute; provided, however, that no such amendment shall conflict with the terms of the Act, the Declaration or the By-laws, nor shall any amendment make any changes which would in any way effect 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 such amendment ; provided further that any such amendment, alteration, change or repeal must be adopted by the vote of two-thirds (2/3) of the total votes entitled to be voted by members at a meeting properly called in accordance with the By-laws. 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.

Article 15 – Declaration

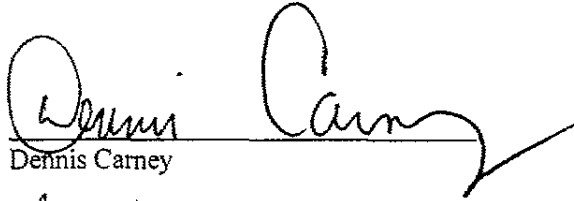
The provisions of the Declaration are amplified by these Articles of Incorporation and the by-laws of the Association; but no such amplification shall alter or amend substantially any of the rights or obligations of the Unit Owners as set forth in the Declaration. The provisions of the Declaration, on the one hand, and of these Articles of Incorporation and the by-laws of the Association on the other hand, are intended to be interpreted, construed, and applied to avoid inconsistencies or conflicting results. If such conflicts necessarily result, however, the provisions of the Declaration shall take precedence over and supersede the provisions of these Articles of Incorporation and the By-laws of the Association.

Article 16 – Registered Agent

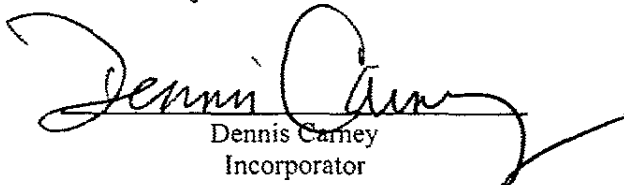
The name and address of the registered agent of the Association in the State of Florida is:

Dennis Carney  
6913 Harney Rd  
Tampa, Florida 33617

*Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.*

  
Dennis Carney  
August 24, 2006

EXECUTED this 24 day of August, 2006.

  
Dennis Carney  
Incorporator