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ARTICLES OF INCORPORATION
OF
WEST END LOFTS
CONDOMINIUM ASSOCIATION, INC.

No 7000032904

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ARTICLES OF INCORPORATION
FOR
WEST END LOFTS CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

1. Name. The name of the corporation shall be West End Lofts Condominium Association, Inc. (the "Association").

2. Principal Office. The principal office of the Association is 5224 West SR 46, Suite 305 Sanford, FL 32771.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 100 S.E. Third Avenue, Suite 1400, Fort Lauderdale, FL 33394-0030. The name of the Registered Agent of the Association is Howard Allen Cohen.

4. Definitions. A declaration entitled Declaration of Condominium of West End Lofts, a condominium (the "Declaration") will be recorded in the Public Records of Seminole County, Florida, and shall govern all of the operations of a Condominium to be known as West End Lofts, a condominium (the "Condominium"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), Chapter 718, *Florida Statutes*, as it exists on the date of recording of the Declaration in the Public Records, for the operation of the Condominium to be developed on property located in Seminole County, Florida, within two mixed use buildings (the "Buildings") located at 119 West First Street, Sanford, Florida 32771, known as West End Lofts. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association.

6. Powers and Duties. The powers of the Association shall include and be governed by the following:

6.1. General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws, or the Act.

6.2. Enumeration. Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws including, but not limited to, the following:

6.2.1. Assessments and Special Assessments. To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

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6.2.2. Real and Personal Property. To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to, and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.

6.2.3. Insurance. To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. 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 another corporation, partnership, joint venture, trust or other enterprise, 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 Article 11.

6.2.4. Rules and Regulations. To make and amend reasonable rules and regulations (the "Rules and Regulations") for the maintenance, conservation, and use of any Condominium Property and for the health, comfort, safety, and welfare of the Unit Owners in the Condominium.

6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

6.2.6. Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws, and the Act.

6.2.7. Approval of Transfers. Approve or disapprove the sale, leasing, transfer, ownership, mortgaging, and possession of Units as may be provided by the Declaration.

7. Unit Owners and Membership.

7.1. Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time

7.2. Assignment. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held, or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the Bylaws.

7.3. Voting. On all matters upon which the Unit Owners shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided

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by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

7.4. Prior to Recordation of Declaration. Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Miami-Dade County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three directors, but subject to change as provided by the Bylaws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

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

9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the Bylaws.

9.4. Initial Directors. The names and addresses of the members of the initial Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

<u>Name</u>	<u>Address</u>
Stephen Tibstra	5224 West SR 46, Suite 305 Sanford, FL 32771
Elizabeth Tibstra	5224 West SR 46, Suite 305 Sanford, FL 32771
Lawrence Tibstra	2614 Tammami Trail, Unit 600 Naples, FL 34103

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board and shall serve at the

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pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

President:	Stephen Tibstra 5224 West SR 46, Suite 305 Sanford, FL 32771
Vice President:	Elizabeth Tibstra 5224 West SR 46, Suite 305 Sanford, FL 32771
Treasurer:	Elizabeth Tibstra 5224 West SR 46, Suite 305 Sanford, FL 32771
Secretary:	Elizabeth Tibstra 5224 West SR 46, Suite 305 Sanford, FL 32771

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 reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

11.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his 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 of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

11.3. Effect of Termination of Action. 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 reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

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11.4. 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 attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

11.5. Approval. Any indemnification under Section 11.1 above (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 under the circumstances because he has met the applicable standard of conduct set forth in Section 11.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

11.6. 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 as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 11.

11.7. 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 the Bylaws, agreement, vote of Unit Owners 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.

12. Bylaws. The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Directors, Unit Owners, and/or the Developer as provided in the Bylaws.

13. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

13.1. Amendment by Association.

13.1.1. Proposal. Amendments to these Articles may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the Owners of a majority of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of

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Association shall be transmitted to the President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

13.1.2. Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

13.1.3. Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

13.1.3.1. Unit Owners owning not less than eighty (80%) percent of the Voting Interests represented at any meeting at which a quorum has been attained; or,

13.1.3.2. Prior to the date upon which Unit Owners other than Developer control the Board, one hundred percent (100%) of the Directors appointed by the Developer.

Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary (or other officer empowered by the Board or the President to receive proxies or such approvals) at or prior to the meeting.

13.1.4. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act or the Declaration, 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 herein or in the Declaration unless the Developer shall join in the execution of the amendment.

13.2. By Developer. For so long as Developer owns any Units in the Condominium, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to these Articles not materially affecting the rights of Unit Owners, lienors, or mortgagees. The execution and recording of any amendment by Developer pursuant to this section shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners and any such amendment shall be effective as provided below unless subsequently rescinded. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date of recording of the Declaration in the Public Records, as long as it owns one or more Residential Units, Developer shall have an absolute right to adopt and record an amendment to these Articles (i) to comply with requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee, or otherwise deal with first mortgages covering Residential Units, and (iii) to bring these Articles into compliance with applicable laws,

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ordinances, or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a such an amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting an Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute, and record such amendments. This subsection may not be amended.

13.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or these Articles, shall be evidenced by a certificate of Association which shall include recording date identifying the Declaration and these Articles. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of the Declaration is effective when a certified copy thereof issued by the Florida Secretary of State is properly recorded in the Public Records of Miami-Dade County, Florida, after the amendment is filed with the Florida Secretary of State as required by Chapter 617, *Florida Statutes*.

13.4. Procedure. The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act.

14. Incorporator. The name and address of the incorporator of the Association is:

Howard Allen Cohen One Financial Plaza, Suite 1400
Fort Lauderdale, FL 33394

Dated: 2/5/07

By: 
Howard Allen Cohen, as incorporator

Acceptance by Registered Agent

Pursuant to the provisions of the Florida Not For Profit Corporation Act., the undersigned does hereby accept his appointment as registered agent upon whom process may be served within the State of Florida for the proposed domestic corporation named in the foregoing articles of incorporation.

Dated: 2/5/07


Howard Allen Cohen, Registered Agent

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