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FLORIDA PROFIT/NON PROFIT CORPORATION
CYPRESS STREET CENTER CONDOMINIUM ASSOCIATION, INC.

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**Articles of Incorporation
of
Cypress Street Center Condominium Association, Inc.,
a Florida Not-for-Profit Corporation**

The undersigned Incorporator, desiring to form a corporation not for profit under **Chapter 617, F.S.**, delivers for filing the following Articles of Incorporation ("Articles") for the Cypress Street Center Condominium Association, Inc. ("Association"), pursuant to **Section 617.0201, F.S.**:

Article I
Name and Principal Office

Section 1. The name of the Association shall be Cypress Street Center Condominium Association, Inc.

Section 2. The principal office and mailing address of the Association is:

100 North John Young Parkway # D
Kissimmee, Florida 34741

Article II
Purpose and Powers

Section 1. The purpose for which the Association is organized is to act as a governing association and the managing entity for Cypress Street Center, a Condominium ("Condominium") to be located upon the following lands in **Osceola County**, Florida, described in **Exhibit "A"** attached hereto. All capitalized terms used in these Articles of Incorporation, if not defined, shall have the meanings ascribed to such terms that are contained in the Declaration of Condominium for the Condominium ("Declaration"), or **Chapter 718, F.S.**, or the Bylaws and such meanings are incorporated into these Articles of Incorporation by reference as if set forth herein. To the extent that a provision in these Articles of Incorporation conflicts with the Declaration, the Declaration shall govern. "Member" means a member of the Association. "Director" means a member of the Board of Directors. The Association shall not be operated for profit and shall make no distributions of income to its Members, Directors or Officers.

Section 2. The Association shall have all of the powers, rights, and privileges that a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise, provided that such powers, rights, and privileges do not conflict with the terms of these Articles, the By-Laws, the Declaration, and **Chapter 718, F.S.**, and provided further that the Association shall have the powers, rights, and privileges reasonably necessary or convenient to operate, maintain, and manage the Condominium pursuant to the Declaration and By-Laws, as amended from time to time, other documents or agreements that may exist from time to time

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pertaining to the Condominium, and **Chapter 718, F.S.** In addition, the Association shall have the following specific powers and duties:

(a) Power to Manage Condominium Property, Contract, and Sue. The Association may contract and sue with respect to the exercise or non-exercise of its powers, duties and functions. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property.

(b) Assessments; Management of Common Elements. The Association has the power to make and collect Assessments as to each Unit and to lease, maintain, repair, replace, alter, add to, improve, administer, and operate the Common Elements and Limited Common Elements as provided in the Declaration and applicable law. The Association may pay ad valorem taxes and special assessments which are liens against any part of the Condominium other than the Units and assess the Members therefor. The Association also may contract for utilities for the Condominium (including the Units on a bulk service basis) and assess Members for same. The Association may act as agent for Members as required by and in accordance with applicable law in connection with the collection from Members of ad valorem taxes and special assessments and the remittance of same to the county tax collector or appropriate authority. The Association may use the proceeds of the Assessments in the exercise of its powers and duties, and enforce levy of the Assessments as to each Unit through lien and foreclosure or by such other action as may be allowed by the Declaration or applicable law.

The Association may not charge a use fee against a Member for the use of the Common Elements or property owned by the Association ("Association Property") unless otherwise provided in the Declaration or by a majority vote of the Association or unless the charges relate to the expenses incurred by a Member having exclusive use of the Common Elements or Association Property.

(c) Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary in its discretion for the maintenance, repair, or replacement of any Common Element or Limited Common Element or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements, the Limited Common Elements, or a Unit.

(d) Title to Property. The Association has the power to acquire title to or otherwise hold, convey, lease, grant possessory or use interests in, and mortgage Association Property for the use and benefit of its Members on terms the Board of Directors of the Association ("Board") may deem reasonable. The power to acquire personal property shall be exercised by the Board in its discretion. The Association may purchase Units for any purpose and hold, lease, mortgage, or convey such Units on terms and conditions approved by the Board. Subject to **Section 718.112(2)(m), F.S.**, the Association, through its Board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent

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domain proceedings.

(e) Purchase of Units. The Association has the power, except as prohibited by the Declaration, these Articles, or the By-Laws, to purchase Units and to acquire, hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments as to the Unit, or to take title by deed in lieu of foreclosure.

(f) Easements. Except as prohibited or as otherwise prescribed by the Declaration, the Board has the authority, without the joinder of any Member, to grant, modify, or move any easement, if the easement constitutes part of or crosses the Common Elements, the Limited Common Elements, or Association Property. The Board is not authorized to modify, move, or vacate any easements created in whole or in part for the use or benefit of anyone other than the Members, or which crosses the property of anyone other than the Members, without consent or approval of those persons having the use and benefit of the easement, as required by law or by the instrument creating the easement. Nothing in this subsection affects the minimum requirements of **Section 718.104(4)(n), F.S.** or the powers enumerated in **Section 718.111(3), F.S.**

(g) Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the Common Elements, the Limited Common Elements, and the Condominium Property required to be insured by the Association pursuant to **Section 718.111(11)(b), F.S.**, and as provided in the Declaration. The Association also may obtain and maintain other insurance including, but not limited to, liability insurance for the Directors and Officers, insurance for the benefit of the Association employees, and flood insurance for Common Elements, Limited Common Elements, Association Property, and Units. The Association or a group of associations may self-insure against claims against the Association, the Association Property, and the Condominium Property required to be insured by the Association. A copy of each policy of insurance in effect shall be made available for inspection by Members at reasonable times.

Every hazard policy issued to protect the Condominium shall comply with Florida law.

Every insurance policy issued to an individual Member shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association in accordance with **Section 718.111(11), F.S.** and the By-Laws.

(h) Official Records. From the inception of the Association, the Association shall maintain each of the items, when applicable, which shall constitute the official record of the Association, which are more fully set out in **Section 718.111(12)(a)1-15, F.S.** The official records

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of the Association shall be maintained with the State. The official records of the Association shall be made available to a Member as required by Section 718.111(12)(b)-(d), *F.S.*

(i) Financial Reports. The Association shall prepare and deliver financial reports in accordance with Section 718.111(13), *F.S.*

(j) Commingling. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may not be commingled for purposes of investment. No manager or business entity required to be licensed or registered under Section 468.32, *F.S.*, and no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with funds from any other condominium association or community association.

(k) Rules and Regulations. The Association has the power to adopt Rules and Regulations concerning the Units, the Common Elements, the Limited Common Elements, and Association Property.

(l) Enforcement. The Association has the power to enforce by legal means the provisions of Chapter 718, *F.S.*, and the Condominium Documents.

(m) Employment of Service Personnel. The Association has the power to employ personnel and enter into agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers, and functions of the Association.

(n) Contracts for Services. The Association has the power to enter into contracts the Board deems desirable and reasonable, for the provision of services to the Association or the Members, including but not limited to contracts for telephone, water, sewer, gas, cable television, security, and pest control services.

(o) Contract for Management and Maintenance. The Association has the power to contract for the management and maintenance of the Condominium and to authorize a management firm to act as the managing entity of the Condominium, and accordingly, assist the Association in the performance of the functions and duties of the Association. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of Rules, and execution of contracts on behalf of the Association.

(p) Authorize Private Use of the Common Elements. The Association may authorize Members or others to use portions of the Common Elements for private purposes. Reasonable charges may be imposed provided an agreement is entered into between the Association and the user.

(q) Other Authority. The Association has the power to exercise such other power

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and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in these Articles and as permitted by the applicable *Florida Statutes*.

Article III

Qualification of Members and the Manner of their Admission

Section 1. The Members of the Association shall consist of all of the record owners of the Units in the Condominium and after termination of the Condominium shall consist of those Unit owners in the terminated Condominium who are Members at the time of such termination, and their successors and assigns.

Section 2. Change of membership in the Association shall be established by recording in the Public Records of Osceola County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium. The owner designated by such instrument becomes a Member of the Association and the membership of the prior owner is terminated.

Section 3. 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.

Section 4. Each Member shall have the same number of votes as is equal to the approximate square footage of his Unit or Units as provided in the Declaration.

Article IV

Term of Existence

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

Article V

Incorporator

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

Michael Tattoli
100 North John Young Parkway #D
Kissimmee, Florida 34741

Article VI

Officers

The officers of the Association ("Officers") shall consist of a President, Vice-President, Secretary, Treasurer, and such other Officers as the Board may from time to time deem appropriate.

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The Officers of the Association shall be elected at the first meeting of the Board, and each annual meeting of the Board thereafter. Officers shall serve at the pleasure of the Board, and any vacancy in any office may be filled by the Board at any Board meeting.

The names of the Officers who shall serve until the election of their successors are:

<u>Name</u>	<u>Office</u>
Michael Tattoli	President
Julia S. Tattoli	Vice-President
AnneMarie T. Hendren	Secretary
Michael Tattoli	Treasurer

Article VII
Board of Directors

Section 1. The affairs of the Association shall be managed by a Board consisting of no less than three (3) persons, nor more than nine (9) persons. All Directors shall be Members in the Association, except as provided in Sections 3 and 5 hereof and by the By-Laws.

Section 2. Directors shall be elected at the annual meeting of the Members in the manner specified in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

Section 3. The initial Board shall consist of three (3) Directors who need not be Members in the Association and shall be elected by the Developer. The initial Board named in the Articles shall serve until Unit owners are entitled to elect Unit owners to replace a Director or Directors of the initial Board as contained in the schedule set out in Sections 4 and 5 hereof. Any vacancies in the Developer appointed Directors may be filled by the Developer appointing a replacement. All other vacancies between annual meetings of Members shall be filled by the remaining Directors.

Section 4. The Unit owners other than the Declarant shall be entitled to elect not less than one-third (1/3) of the Directors at such time as the Declarant has conveyed fifteen percent (15%) or more of the Units in the Condominium, or at such earlier time as the Declarant in its discretion may determine.

Section 5. Unit owners other than the Developer shall be entitled to elect not less than a majority of the Directors:

(a) Three (3) years after the Developer has conveyed fifty percent (50%) of the Condominium Units; or

(b) Three (3) months after the Developer has conveyed ninety percent (90%) of the

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Condominium Units; or

(c) When all of the Condominium Units have been completed, some of them have been conveyed to purchasers, and none of the remaining Units are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the Condominium 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 years after recordation of the Declaration of Condominium, or at such earlier time as the Developer in its discretion may determine. The Board shall call a special Members' meeting for any election required under this Section as provided in Section 718.301(2), F.S.

Section 6. The Developer is entitled to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Condominium Units.

Section 7. The names and addresses of the first Board of Directors, who shall hold office until their successors are elected and have qualified, are as follows:

Name:

Address:

Michael Tattoli
Julia S. Tattoli
AnneMarie T. Hendren

100 North John Young Parkway #D
Kissimmee, Florida 34741

Article VIII
By-Laws

The power to adopt the initial By-Laws shall be vested in the Board. Thereafter, the manner of amending, altering, modifying, or rescinding the By-Laws shall be as set forth in the By-Laws.

Article IX
Amendments to Articles

Section 1. Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, direct that it be submitted to a vote at a meeting of the Members, which may be either the annual or a special meeting. If no Members have been admitted, the

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amendment shall be adopted by a vote of the majority of the Board and the provisions for adoption by Members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the change to be effected shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting having a quorum in attendance in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of more than 50% of the number of votes cast by the Members in person or by proxy at such meeting.

Section 2. Any number of amendments may be submitted to the Members and voted on by them at one meeting.

Section 3. Notwithstanding anything in these Articles to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all of the Members and the consent of all record holders of mortgages on any Condominium Property or Association Property. No amendment shall be made that is in conflict with **Chapter 718, F.S.**, or the Declaration. No amendment which affects the rights and privileges provided to the Developer in **Chapter 718, F.S.**, or the Declaration shall be effective without written consent of the Developer. No amendment shall be effective until filed in accordance with the applicable Florida corporation laws and a certified copy of the Articles of Amendment to these Articles are recorded in the Public Records of Osceola County, Florida.

Article X Voting

Section 1. Each Member is entitled to the number of votes as provided in Article III, Section 4 of these Articles and the Declaration.

Section 2. Votes may be cast either in person or by proxy, subject to the provisions of the By-Laws and **Chapter 718, F.S.** Any person appointed as proxy may, but need not be, an Officer or Director, or affiliated with Developer, its successors, or assigns.

Section 3. For purposes of these Articles, the By-Laws, the Declaration, or any other document of the Association or Condominium, the term "all Members" when used with reference to voting shall mean the total of all Members entitled to vote and shall not mean just those Members present at the meeting in person or by proxy. No vote appurtenant to a Unit shall be cast at any meeting unless the Member(s) owning the Unit is registered on the membership book of the Association.

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Article XI
Additional Provisions

Section 1. No Officer, Director, or Member shall be personally liable for any debt or other obligation of the Association except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its Members, Directors, or Officers. The Association may pay compensation in a reasonable amount to its Members, Directors, or Officers for services rendered, may confer benefits on its Members in conformity with its purposes, and on dissolution or final liquidation may make distributions to its Members as permitted by a court of competent jurisdiction. No such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income.

Section 3. When the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

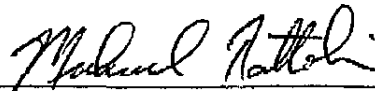
Section 4. Should any paragraph, sentence, phrase, or portion of any provision of these Articles or of the By-Laws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, the remaining instruments, or the application of such provisions to different circumstances.

Article XII
Registered Agent

The name and address of the initial registered agent, and the address of the initial registered office of the service of process on the Association within Florida are:

Michael Tattoli
100 North John Young Parkway #D
Kissimmee, Florida 34741

In Witness Whereof, the subscribing Incorporator has set his hand and seal and caused these Articles of Incorporation to be executed this 15th day of March, 2007.



Michael Tattoli

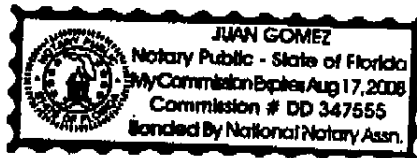
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STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 15 day of March, 2007, by Michael Tattoli, who is personally known to me, who executed the foregoing Articles of Incorporation, who did take an oath, and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes expressed in the Articles.

NOTARY PUBLIC:



Sign: _____

Print: _____

State of Florida at Large (Seal)

My Commission Expires: 8-17-2008

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ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in Article XII of the foregoing Articles of Incorporation, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of any duties, and I am familiar with and accept the obligations of my position as Registered Agent.



Michael Tattoli, Registered Agent

Date: March 15, 2007

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TALLAHASSEE, FLORIDA

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Exhibit "A"

A PORTION OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 25 SOUTH, RANGE 29 EAST MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EAST RIGHT OF WAY OF MICKLER STREET AND THE NORTH RIGHT OF WAY OF CYPRESS STREET AS SHOWN ON THE PLAT OF HILLCREST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 294 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE NORTH 00 DEGREE 06'25"WEST, 184.0 FEET; THENCE NORTH 00 DEGREE 02'35"EAST, 166.15 FEET TO THE CENTERLINE OF A CITY CRAINAGE CANAL; THENCE SOUTH 00 DEGREE 01'31"EAST, 112.94 FEET; THENCE SOUTH 16 DEGREES 11'35"WEST, 56.15 FEET; THENCE SOUTH 16 DEGREES 11'41"WEST, 190.83 FEET THE LAST THREE COURSES DESCRIBED BEING ALONG SAID CENTERLINE; THENCE NORTH 89 DEGREES 13'30"WEST, 341.29 FEET TO THE POINT OF BEGINNING, SAID LANDS LYING IN OSCEOLA COUNTY, FLORIDA.

LESS THE FOLLOWING AS SHOWN IN DOCUMENT RECORDED IN OFFICIAL RECORDS BOOK 1514, PAGE 709 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF CYPRESS STREET AND THE EAST RIGHT OF WAY LINE OF MICKLER STREET AS SHOWN ON HILLCREST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 294 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 13'30"EAST ALONG THE NORTH RIGHT OF WAY LINE OF CYPRESS STREET, 295.65 FEET TO THE POINT OF BEGINNING; THENCE NORTH 16 DEGREES 11'40"EAST, 234.94 FEET; THENCE NORTH 00 DEGREE 01'31"WEST, 123.86 FEET (127.29 FEET); EAST, 112.94 FEET; THENCE SOUTH 16 DEGREES 11'39"WEST, 246.98 FEET; THENCE NORTH 89 DEGREES 13'30"WEST, 45.64 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN OSCEOLA COUNTY, FLORIDA.

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