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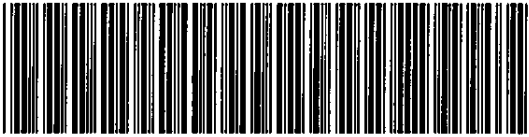
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



FLORIDA FIRST
Development Corporation
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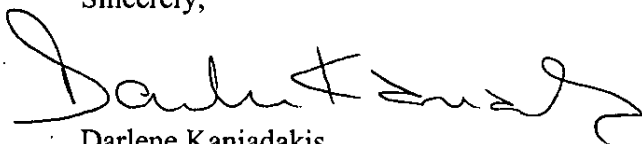
August 10, 2007

To: Division of Corporations
Clifton Bldg.
2661 Executive Center Circle
Tallahassee, Florida 32314

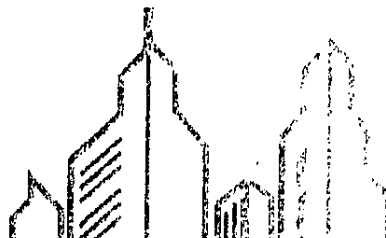
Re: New Filing for 58th Avenue, LLC- Windsor Pointe Townhomes
Home Owners Association

Please find the Article of Incorporation of Windsor Pointe Townhomes HOA. With the
principle address listed under Article I.

Sincerely,



Darlene Kaniadakis
58th Avenue, LLC
Phone: 727-388-2236
Fax: 727-388-2236



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF
WINDSOR POINTE TOWNHOMES
HOMEOWNERS ASSOCIATION, INC**

In compliance with the provisions of the State of Florida Business Corporation Act, (FBCA), the undersigned, 58TH AVENUE, LLC, a Florida Limited Liability Company, does hereby certify and adopt in duplicate the following Articles of Incorporation for the Windsor Pointe Townhomes Homeowners Association, Inc,

ARTICLE I- NAME AND PRINCIPAL ADDRESS

Section 1.1 The name of the Corporation is Windsor Pointe Townhomes Homeowners Association, Inc. (hereinafter called the "Association") and the Principal Address is 150 Second Avenue North #1600, St. Petersburg, Florida 33701.

ARTICLE II- OBJECTS AND PURPOSES

The objects and purposes for which the Associate is formed are as follows:

Section 2.1 This Association does not contemplate pecuniary gain or profit to the members thereof, and is organized solely for non-profit purposes.

Section 2.2 The Association shall not have the power to issue stock or to declare dividends.

Section 2.3 The specific purposes for which the Association is formed are to maintain, preserve and improve the residential lots, improvements, and common areas within that certain tract of property (hereinafter the "Property") situated in Pinellas County, and more particularly described in the Windsor Pointe Townhomes Master Declaration of Covenants, Conditions and Restrictions filed with the real property records of said county (hereinafter the "Declaration"), including any amendments thereto, as may hereafter be brought within the jurisdiction of this Association; to promote the health, safety and welfare of the residents within the above described Property; to sponsor for the benefit of its members, social, cultural and/or artistic events; and to do any and all other things necessary and convenient for the accomplishment of furtherance of any of the purposes stated herein, and to do all things necessary or convenient for the protection and benefit of the Association, and for these purposes to:

- (a) Exercise all of the powers and privileges to perform all of the duties and obligations of the Association as set forth in the Declaration;
- (b) Fix, levy, collect and enforce payment by any lawful means, including commencement of legal proceedings or litigation, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levies or imposed against the property of the Association;

- (c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, conserve, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property and any interest therein in connection with the affairs of the Association; including but not limited to, the common areas, recreational facilities, parks, roads, bridges, and drainage structures and a system for acquisition, distribution and delivery of water to property owner by existing and future members of the Association.
- (d) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that any such mortgage, pledge, deed in trust, or hypothecation shall be in compliance with provisions of applicable law at the time of the conduct, including membership vote if required by applicable law;
- (e) Participate in mergers and consolidations with other non-profit corporations organized for the purposes, and otherwise extend its jurisdiction and responsibilities to additional tracts of land, provided that any such merger, consolidation or annexation shall be in compliance with provisions of applicable law at the time of such conduct and;
- (f) To bring suit or participate or commence any proceeding, whether judicial or administrative as necessary to protect the interests of the Association.
- (g) The Association has the power to do the following;
 - (a) Own and convey property.
 - (b) Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
 - (c) Establish rules and regulations.
 - (d) Assess members and enforce said assessments.
 - (e) Sue and be sued;
 - (f) Contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company.
 - (g) Require all the lot owners, parcel owners, or unit owners to be members.
 - (h) Exist in perpetuity, If the association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility, and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit similar to the association.

ARTICLE III-INITIAL REGISTERED OFFICE AND INITIAL REGISTERED AGENT

Section 3.1 Cliff Davis is hereby appointed the initial registered agent and 150 2nd Avenue North Suite #1600, St. Petersburg, Florida 33701, is hereby appointed the initial registered office of this Association.

ARTICLE IV-DURATION

Section 4.1 The Association shall have perpetual existence.

ARTICLE V- MEMBERSHIP

Section 5.1 The eligibility for membership shall be as stated in the Declaration and the Bylaws shall set forth any additional qualifications for membership.

ARTICLE VI- BOARD OF DIRECTORS

Section 6.1 The business and affairs of this Association shall be conducted and managed by a Board of three (3) directors, once all units are sold, who shall be members of the Association or authorized agents of a member corporation or partnership or limited liability corporation. Until all units are sold and elections for the Board of Directors are held Cliff Davis shall be the sole Director. The number of directors may be changed by amendment of the Bylaws of the Association. The name and address of the person who shall comprise the initial board of directors are:

NAME: CLIFF J. DAVIS ADDRESS: 150 2ND Avenue North- #1600 St.Petersburg, FL. 33701

Section 6.2 With the exception of the initial board of director, the Directors shall be elected at the annual meeting and shall serve a two year term. The terms of the initial Directors shall be staggered. Directors' seats numbers 1 and 3 shall be subject to an election of the Association at the first annual meeting. Director's seat numbered 2 shall be subject to an election at the next following annual meeting.

ARTICLE VII- DISSOLUTION

Section 7.1 The Association may be dissolved if consistent with Florida law and the Windsor Pointe Townhomes Master Declaration of Covenants, Conditions and Restrictions, and amendments thereto, filed with the real property records of Pinellas County. Upon dissolution of the Association other than incident to a merger or consolidation, the assets of the Association shall be dedicated to any appropriate public agency to be used for purposed similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

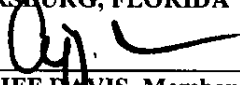
Section 7.2 Notwithstanding the foregoing, the Association cannot terminate in whole or in part for the purpose of avoiding the rights of 58th Avenue, LLC., its successors or assigns , and/or any member of 58th Avenue, LLC.

ARTICLE VIII- AMEDEMEMENTS

Section 8.1 Amendment to these Articles can be made if consistent with Florida Law and the Windsor Pointe Townhomes Master Declaration of Covenants, Conditions and Restrictions, and amendments thereto, filed with the real property records of Pinellas County, Notwithstanding the foregoing, these Articles cannot be amended or repealed in whole or part to affect the rights (and no amendment or repeal shall serve to affect those rights) of 58th Avenue, LLC, it successors or assigns, and/or any member of 58th Avenue, LLC.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 8th day of August, 2007.

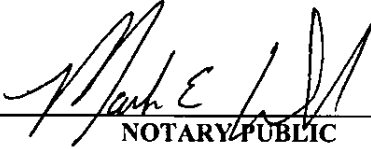
INCORPORATOR
58TH AVENUE, LLC
150 2ND AVENUE NORTH, SUITE 1600
ST. PETERSBURG, FLORIDA 33701

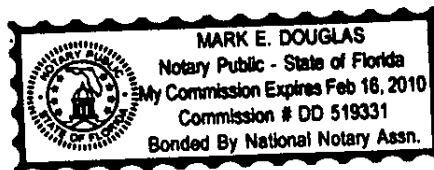
BY: 
CLIFF DAVIS, Member
On Behalf of 58th Avenue, LLC

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The forgoing instrument was acknowledged before me this 8th day of August, 2007 BY CLIFF DAVIS, A MEMBER OF 58TH Avenue, LLC, on its behalf.


NOTARY PUBLIC
My Commission Expires:



X Personally Known

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TALLAHASSEE, FLORIDA