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**FLORIDA PROFIT/NON PROFIT CORPORATION****VINTAGE LOFTS @ WEST END CONDOMINIUM ASSOCIATION, IN**

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**ARTICLES OF INCORPORATION**

**OF  
VINTAGE LOFTS @ WEST END CONDOMINIUM ASSOCIATION, INC.**

The undersigned incorporator, for the purposes of forming a corporation not for profit pursuant to Chapter 617, Florida Statutes, hereby adopts the following Articles of Incorporation:

**ARTICLE 1: NAME**

The name of the corporation is VINTAGE LOFTS @ WEST END CONDOMINIUM ASSOCIATION, INC., and its principal office and mailing address is 3505 E. Frontage Road, Suite 390, Tampa, Florida 33609 or such other place as may be subsequently designated by the Board of Directors. For convenience, the corporation shall be referred to in this instrument as the "Association."

**ARTICLE 2: PURPOSE**

2.1 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 Vintage Lofts @ West End, a Condominium (hereinafter the "Condominium"), to be created pursuant to the provisions of the Condominium Act and the Declaration of Condominium for Vintage Lofts @ West End, a Condominium (the "Declaration") when recorded or thereafter amended, in the Public Records of Hillsborough County, Florida (the "County"). All other words or terms defined in the Declaration shall have the same meaning when used herein, unless otherwise provided herein to the contrary, or the context otherwise requires. Membership in the Association shall be limited to Owners of Units (each a "Member" and collectively "Members").

2.2 The Association shall make no distributions of income to its Members, directors or officers.

2.3 All funds and 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 Bylaws.

**ARTICLE 3: POWERS**

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

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida, except as expressly limited or restricted by the terms of these Articles, the Declaration, the Bylaws or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by these Articles, the Bylaws 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 and as more particularly described in the Bylaws, as they may be amended from time to time, including but not limited to the following.

3.2.1 The power and right to buy, accept, own, operate, lease, sell, convey, trade and mortgage both real and personal property in accordance with the provisions of the Declaration.

3.2.2 The irrevocable right to make and collect Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

3.2.3 To maintain, repair, replace and operate the Condominium Property and Areas of Common Responsibility, including but not limited to the Surface Water Management System Facilities,

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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 and providing services therein necessary to prevent damage to the Common Elements or to another Unit or Units.

3.2.4 To purchase insurance upon and covering the Condominium Property and Areas of Common Responsibility and insurance for the protection of the Association and its officers, directors and Members as Unit Owners.

3.2.5 To reconstruct improvements after casualties and to make further improvements to the Condominium Property.

3.2.6 To make and amend reasonable Rules and Regulations for the maintenance, conservation and use of the Common Elements and Association Property and for the health, comfort, safety and welfare of the Unit Owners.

3.2.7 To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations adopted by the Association.

3.2.8 To impose fines on Unit Owners or their tenants for violations of the Declaration, these Articles, the Bylaws and the Rules and Regulations adopted by the Association in accordance with the provisions thereof and of the Condominium Act.

3.2.9 To contract for the maintenance, management and operation of the Condominium Property and Areas of Common Responsibility, including the Surface Water Management System Facilities, and to authorize a Management Firm to assist the Association in carrying out any and all of the Association's powers and duties. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of Rules and Regulations and execution of contracts on behalf of the Association.

3.2.10 To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association, the Common Elements, the Association Property and the Areas of common Responsibility.

3.2.11 To pay taxes and assessments which are liens against any part of the Condominium Property, 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.

3.2.12 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.

3.2.13 To borrow funds necessary or desirable for the operation of the Association to meet its long term objectives as set forth in the Bylaws.

3.2.14 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.

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

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**ARTICLE 4: MEMBERS**

4.1 The Members of the Association shall consist of all of the record title 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.

4.2 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 becomes a Member of the Association and the membership of the prior Owner is terminated.

4.3 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 the Unit for which that share is held.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be only (i) one (1) vote for each Unit except there shall be no vote for any Unit owned by the Association. The votes allocated to a Unit herein shall not be divisible. All votes shall be exercised or cast in the manner provided by the Declaration and the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to cast the aggregate number of votes attributable to all Units owned.

4.5 The Bylaws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

**ARTICLE 5: INCORPORATOR**

The name and address of the Incorporator of this corporation is:

J. Stephen Gardner  
c/o Gardner Law Group, P.A.  
101 South Franklin Street, Suite 101  
Tampa, Florida 33602

**ARTICLE 6: DIRECTORS**

6.1 The property, business and 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. Directors appointed by the Developer need not be Members of the Association; all other Directors must be either Unit Owners or the lawful representative of a corporation or other legal entity that is a Unit Owner. The number of Directors may be changed from time to time by a vote of no less than two-thirds (2/3) of the Board.

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

6.3 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.

6.4 The Developer shall appoint the members of the first Board of Directors of the Association and their replacements who shall hold office for the periods described in the Bylaws.

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6.5 Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

6.6 The names and addresses of the members of the first 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:

Thomas Lamberth  
Zaremba Residential Company  
c/o Nick Husak  
3505 E. Frontage Road, Suite 390  
Tampa, Florida 33609

Mark Culwell  
Zaremba Residential Company  
c/o Nick Husak  
3505 E. Frontage Road, Suite 390  
Tampa, Florida 33609

Matthew Brendel  
Zaremba Residential Company  
c/o Nick Husak  
3505 E. Frontage Road, Suite 390  
Tampa, Florida 33609

#### ARTICLE 7: OFFICERS

7.1 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 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 Bylaws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President	Thomas Lamberth Zaremba Residential Company c/o Nick Husak 3505 E. Frontage Road, Suite 390 Tampa, Florida 33609
Vice President	Mark Culwell Zaremba Residential Company c/o Nick Husak 3505 E. Frontage Road, Suite 390 Tampa, Florida 33609
Secretary	Matthew Brendel Zaremba Residential Company c/o Nick Husak 3505 E. Frontage Road, Suite 390

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Tampa, Florida 33609

Treasurer

Mark Culwell  
Zaremba Residential Company  
c/o Nick Husak  
3505 E. Frontage Road, Suite 390  
Tampa, Florida 33609

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

7.3 Each Director shall discharge his duties as a director, including any duties as a member of a committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by (i) one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; (ii) legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or (iii) or a committee of which the Director is not a member if the Director reasonably believes the committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

#### ARTICLE 8: INDEMNIFICATION AND INSURANCE

8.1 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 or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time such expenses are incurred, except when the director or officer is adjudicated guilty of willful misfeasance or malfeasance in the performance of his or her 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.

8.2 The Board of Directors shall use its best efforts to 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 9: BYLAWS

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

#### ARTICLE 10: 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 Condominium Act, 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 lease or

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for capital improvements or that is detrimental to the sale or lease of Units by the Developer, shall be effective without the written approval of the Developer.

**ARTICLE 11: TERM**

11.1 The term for which this corporation shall exist is perpetual.

11.2 the Association shall exist in perpetuity; however, if the Association is ever 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 if not accepted by same, then the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Association.

**ARTICLE 12: INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of this corporation shall be 101 S. Franklin Street, Suite 101, Tampa, Florida 33602, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be J. Stephen Gardner.

IN WITNESS WHEREOF, the incorporator has executed these Articles of Incorporation this 17<sup>th</sup> day of December, 2008.

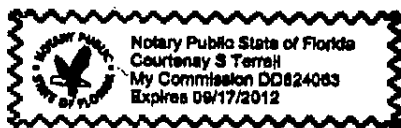
Gwendolyn M. Lisboa  
Print Name: Gwendolyn M. Lisboa  
Kymberly Sardinas  
Print Name: Kymberly Sardinas

J. Stephen Gardner  
J. STEPHEN GARDNER

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 2008 by J. STEPHEN GARDNER who is personally known to me or who have produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, State of Florida



COURTENAY S. TERRELL  
Print Name:  
My Commission Expires:

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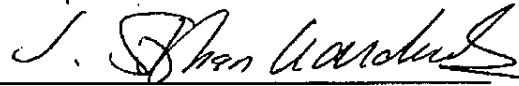
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CERTIFICATION DESIGNATING PLACE OF BUSINESS  
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN  
FLORIDA NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

Vintage Lofts @ West End Condominium Association, Inc. desiring to organize or qualify under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Hillsborough, State of Florida, has named J. Stephen Gardner, located at 101 S. Franklin Street, Suite 101, Tampa, Florida 33602, as its statutory registered agent to accept service of process within Florida.

Having been named the statutory registered agent of Vintage Lofts @ West End Condominium Association, Inc. at the office designated in this certificate, I am familiar with the obligations of that position, and hereby accept such position and agree to act in such capacity and to comply with the provisions of Florida Law relative to keeping the registered office open.



J. STEPHEN GARDNER

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