

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

CASABLANCA COMMUNITY ASSOCIATION, INC.

filed in this office on the 13th day of August,

19 76

Charter Number: 736592

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
13th day of August,

19 76

SECRETARY OF STATE

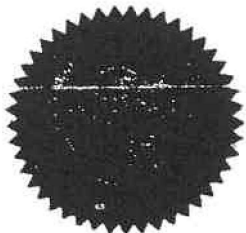


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OF
CASABLANCA COMMUNITY ASSOCIATION, INC.

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TALLAHASSEE, FLORIDA

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ARTICLES OF INCORPORATION
OF
CASABLANCA COMMUNITY ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.

Name

The name of the corporation shall be Casablanca Community Association, Inc. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II.

Purpose

A. The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, Chapter 711, Florida Statutes, for the operation of Casablanca Condominiums, to be located on the following property in Pinellas County, Florida:

THAT part of Lot 1, Block 2, Lakewood Country Club Estates Section 1, 3rd Partial Replat, as recorded in Plat Book 67, Page 30, Public Records of Pinellas County, Florida being described as follows:

FROM a point of beginning at the northeast corner of said Lot 1, run along the boundary of said Lot 1, by the following eight courses: S. 27°08'57" E., 125.00 feet; thence by a curve to the right, radius 125.00 feet, arc 49.51 feet, chord S. 74°12'35" W., 49.24 feet; thence S. 85°34'08" W., 2.75 feet; thence S. 00°13'20" E., 191.53 feet; thence S. 26°20'34" W., 22.36 feet; thence S. 00°13'20" E., 50.00 feet; thence by a curve to the right, radius 30.00 feet, arc 47.12 feet, chord S. 44°46'40" W., 42.42 feet; thence S. 89°46'40" W., 758.27 feet; thence N. 00°13'20" W., 178.26 feet; thence N. 05°53'16" E., 233.30 feet, to the north line of said Lot 1; thence S. 84°06'44" E., 280.00 feet, along the said north line of Lot 1; thence N. 85°34'08" E., 489.92 feet along the north line of said Lot 1 to the point of beginning.

B. The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III.

Powers

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which

are not in conflict with the terms of these Articles, the Declaration of Condominium, the By-Laws and the Condominium Act.

B. The Association shall engage in no activity unrelated to the purpose for which it is organized, being to manage, operate, maintain and replace the common elements of the condominium property and to operate the condominium.

C. Except as limited by Article III B, above, the Association shall have all of the powers and duties set forth in the Condominium Act, as limited by these Article and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration as it may be amended from time to time, including but not limited to the following:

1. The irrevocable right to make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the condominium property, which shall include the irrevocable right to 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 therein to prevent damage to the common elements or to another unit or units.
4. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners or Directors.
5. To reconstruct improvements after casualty and the further improvement of the property.
6. To make and amend reasonable regulations respecting the use of the property in the condominium.
7. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.
8. To contract for the maintenance, management or operation of the condominium property and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
9. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the purposes of the Association.
10. To pay taxes and assessments which are liens against any part of the condominium other than individual apartment units unless the individual apartment unit or units are owned by the Association, and the appurtenances thereto, and to assess the same against the apartment units subject to such liens.
11. To pay the cost of all power, water, sewer, trash, garbage and other utility services rendered to the condominium and not billed to owners of individual apartment units.

12. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

D. The Association shall have the power to purchase a unit or units in the condominium and to hold, lease, mortgage and convey the same.

ARTICLE IV.

Members

A. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

B. Change of membership in the Association shall be established by recording in the Public Records of Pinellas 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 thus becomes a member of the Association and the membership of the prior owner is terminated.

C. 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.

D. The owner of each unit shall be entitled to one vote as a member of the Association, except there shall be no vote for any unit owned by the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V.

Directors

A. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors designated by the Sponsor shall consist of three (3) Directors. The Board of Directors may be expanded by a vote of the majority of the Board of Directors, but the Board shall always consist of an odd number of Directors. Each Director shall be either a person designated by the Sponsor or a person entitled to cast a vote in the Association.

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

C. The initial Board of Directors of the Association shall be selected by the Sponsor. The Directors named in the Articles shall serve until the first election of Directors, and any vacancies in their number occurring prior to the first election shall be filled by the remaining Directors. The first election of Directors shall occur when unit owners other than the Sponsor own fifteen percent (15%) or more of the units that will be operated ultimately by the Association. At such first election, unit owners other than the Sponsor shall be entitled to elect not less than one-

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third (1/3) of the members of the Board of Directors. Subsequent elections shall be held in conformity with the requirements of the Condominium Act and as set forth in the By-Laws of the Association.

D. 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 removed, are as follows:

Felix de Golian III	300 Interstate North Atlanta, Georgia 30339
Thomas E. Campbell	300 Interstate North Atlanta, Georgia 30339
Barbara Seidenstein	2117P Lakewood Club Drive St. Petersburg Florida 33712

ARTICLE VI.

Officers

The affairs of the Association shall be administered by the officers designated by the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Association, and they 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 as follows:

President	Felix de Golian, III	300 Interstate North Atlanta, Georgia 30339
Vice-President	Thomas E. Campbell	300 Interstate North Atlanta, Georgia 30339
Secretary/ Treasurer	Barbara Seidenstein	2117P Lakewood Club Drive St. Petersburg Florida 33712

ARTICLE VII.

Indemnification and Insurance

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 in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for 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 directors or officers may be entitled.

The Board of Directors may, and shall if reasonably available, purchase liability insurance to insure all directors, officers or agents, past and present against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the Unit Owners as a part of the Common Expenses.

ARTICLE VIII.

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 by the By-Laws.

ARTICLE IX.

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by seventy-five (75%) percent of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than seventy-five (75%) percent of the members of the Association. However, so long as the Sponsor offers any units for sale in the ordinary course of business, no amendment shall be adopted without the written consent of the Sponsor.

C. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of apartment units in the manner required for the execution of a deed.

D. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section III.C of Article III hereof, without approval in writing by all members and the written consent of all record owners of mortgages upon units within the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

E. A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Pinellas County, Florida.

ARTICLE X.

Term

The term of the Association shall be perpetual.

