

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of INVERNESS CONDOMINIUM II ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on April 13, 1981, as shown by the records of this office.

The charter number for this corporation is 757511.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of April, 1981.



George F. L.
Secretary of State

State of Florida



Department of State

I certify from the records of this office that INVERNESS CONDOMINIUM II ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on April 13, 1981.

The document number of this corporation is 757511.

I further certify that said corporation has paid all fees due this office through December 31, 1988, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of March, 1988.



Jim Smith
Secretary of State

CR2E022 (8-87)

FILED
APR 13 8 59 AM '94
CLERK OF COUNTY OF ST. JOHNS
FLORIDA

ARTICLES OF INCORPORATION
OF
INVERNESS CONDOMINIUM II
ASSOCIATION, INC.

The undersigned by these Articles of Incorporation 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 INVERNESS CONDOMINIUM II ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association".

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act of the State of Florida for the operation of INVERNESS CONDOMINIUM II, a condominium to be located upon those certain lands in Pinellas County, Florida, legally described on Exhibit "A" attached hereto and made a part hereof under the heading DESCRIPTION OF LANDS INCLUDED IN PHASE I.

2.2 The condominium is a phase condominium and may be expanded to include additional land in subsequent phase II, which is also described on Exhibit "A" attached hereto.

2.3 The Association shall make no distribution of income to its members, directors or officers.

ARTICLE III

Power

The powers of the Association shall include and 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 in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, 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:

- (a) To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercise of the powers and duties.

PROSPECTUS EXHIBIT 3
ARTICLES OF INCORPORATION

- (c) The maintenance, repair, replacement and operation of the condominium property, including easements.
 - (d) The purchase of insurance upon the condominium property and insurance for the protection of the association and its members as apartment owners.
 - (e) The reconstruction of improvements after casualty and the further improvement of the property.
 - (f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.
 - (g) 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.
 - (h) To contract for the management and maintenance of the condominium property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.
 - (i) To employ personnel to perform the services required for proper operation of the condominium.
 - (j) To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.
 - (k) To acquire by purchase or otherwise condominium parcels of the Condominium, subject nevertheless to the provisions of the Declaration and/or By-Laws relative thereto.
 - (l) To enter into agreements with the Developer, other Condominium Associations, or any other legal entity for the maintenance, replacement or repair of properties of any used in common with others, such as, but not limited to, subdivision-type improvements.
- 3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.
- 3.4 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.

ARTICLE IV

Members

4.1 The members of the Association shall consist of all of the record owners of apartments 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.

4.2 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 an apartment in the condominium and the delivery to the Association of a certified 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.

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 his apartment.

4.4 The owner of each apartment shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

4.5 The terms "apartment" and "apartment owner" or "owners" shall have the same meaning as "unit" and "unit owner" or "owners" as same are defined in the Condominium Act.

ARTICLE V

Directors

5.1 The affairs of the Association will be managed by a Board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination, shall consist of three directors. The initial directors need not be members of the Association. All subsequent directors shall be members of the Association.

5.2 Directors of the Association, other than the initial directors and directors elected pursuant to Section 5.3, shall be elected at the annual meeting of the members in the manner determined by these By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The fee owner of the land and Developer of the condominium property is U. S. Home Corporation, a Delaware corporation authorized to do business in the State of Florida.

Association control shall be transferred from the Developer to unit owners, other than the Developer, in the manner provided for in Florida Statutes 718.301. The Directors named in these Articles and Directors elected pursuant to the provisions of said 718.301 shall serve until the first annual election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors.

5.4 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:

<u>Names</u>	<u>Addresses</u>
Franklin O. Collins	1452 U. S. Highway 19 South Suite 520 Clearwater, Florida 33516
J. D. Bauman-Gross	1452 U. S. Highway 19 South Suite 520 Clearwater, Florida 33516
Noel Jones	1452 U. S. Highway 19 South Suite 520 Clearwater, Florida 33516

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 members of the Association and 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:

<u>Names</u>	<u>Addresses</u>
Franklin O. Collins President	1452 U. S. Highway 19 South Suite 520 Clearwater, Florida 33516
J. D. Bauman-Gross Vice President	1452 U. S. Highway 19 South Suite 520 Clearwater, Florida 33516
Noel Jones Secretary/Treasurer	1452 U. S. Highway 19 South Suite 520 Clearwater, Florida 33516

5.5 Notwithstanding anything contained in this document to the contrary, the control of this corporation shall pass to the unit owners other than the Developer not later than the earlier of the following:

- (a) One hundred twenty (120) days after the date by which seventy-five percent (75%) of the units have been conveyed to unit purchasers; or
- (b) Within three (3) years following the first conveyance to a unit purchaser.

ARTICLE VII

Indemnification

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceeding or settlement of any proceeding to which he may be a part 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 of malfeasance in the performance of his duties provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors and the power to adopt, alter, amend or rescind bylaws shall be vested in the Board of Directors and the membership.

ARTICLE IX

Amendments

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

- 9.1 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.
- 9.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided,
- (a) such approvals must be by not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
- (b) By not less than 80% of the votes of the entire membership of the Association.
- 9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.
- 9.4 A copy of each amendment shall be certified by the Secretary of State and be recorded in the Public Records of Pinellas County, Florida.

ARTICLE X

Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

<u>Names</u>	<u>Addresses</u>
Franklin O. Collins	1452 U. S. Highway 19 South Suite 520 Clearwater, Florida 33516

J. D. Bauman-Gross

1452 U. S. Highway 19 South
Suite 520
Clearwater, Florida 33516

Noel Jones

1452 U. S. Highway 19 South
Suite 520
Clearwater, Florida 33516

ARTICLE XI

Association Address

The office of the Association shall be at 1452 U. S. Highway 19 South, Suite 520, Clearwater, Florida 33516.

ARTICLE XII

Registered Office and Agent

The registered office of the Association is at 1452 U. S. Highway 19 South, Suite 520, Clearwater, Florida 33516. The registered agent is Noel Jones, a resident of the State of Florida, whose business office is identical with that of the registered office.

Agency Accepted:

Noel Jones
Noel Jones

ARTICLE XIII

Term

The term for which this corporation shall exist is perpetual.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 3 day of April, 1981.

Franklin O. Collins
Franklin O. Collins

J. D. Bauman-Gross
J. D. Bauman-Gross

Noel Jones
Noel Jones

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared FRANKLIN O. COLLINS, J. D. BAUMAN-GROSS and NOEL JONES, after being first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of APRIL, 1981.

Robert E. Floyd
Notary Public
My Commission Expires:

ROBERT E. FLOYD
Notary Public, State of Florida at Large
My Commission Expires SEPT. 5, 1981

INVERNESS CONDOMINIUM II, PHASE I

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet to the Point of Beginning; thence S.89°59'56"W., 187.99 feet to the East Right-of-Way line of Village Drive; thence along said line by the following three (3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
 2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
 3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 12.56 feet; Chord N.23°29'44"W., 12.55 feet;
- thence leaving said Right-of-Way line N.89°59'56"E., 338.94 feet; thence S.44°59'56"W., 102.33 feet; thence S.45°00'04"E., 24.00 feet; thence S.44°59'56"W., 58.00 feet; thence S.45°00'04"E., 172.17 feet; thence S.44°59'56"W., 50.18 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 117.00 feet; Arc 91.89 feet; Chord S.67°29'56"W., 89.55 feet to the Point of Beginning.

INVERNESS CONDOMINIUM II
24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line N.00°00'04"W., 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

EXHIBIT A

INVERNESS CONDOMINIUM II, PHASE II

Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the East Right-of-Way line of Village Drive; thence along said line by the following three (3) courses:

1. N.00°00'04"W., 59.32 feet to a Point of Curve;
2. Along the Arc of a Curve to the Left, Radius 620.00 feet; Arc 258.42 feet; Chord N.11°56'30"W., 256.55 feet to a Point of Reverse Curve;
3. Along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 12.55 feet; Chord N.23°29'44"W., 12.55 feet to the Point of Beginning.

thence continue along the Arc of a Curve to the Right, Radius 930.00 feet; Arc 202.33 feet; Chord N.16°52'35"W., 201.93 feet to the South-easterly Right-of-Way line of Countryside Boulevard (120 foot Right-of-Way); thence along said Southeasterly line along the Arc of a Curve to the Left, Concave to the Northwest, Radius 1110.00 feet; Arc 306.18 feet; Chord N.67°32'46"E., 305.21 feet; thence leaving said Southeast line S.45°00'04"E., 19.97 feet; thence S.00°00'04"E., 24.00 feet; thence along the Arc of a non-tangent Curve to the Right, Radius 18.00 feet; Arc 14.14 feet; Chord S.67°30'04"E., 13.78 feet to a Point of Tangency; thence S.45°00'04"E., 238.00 feet to a Point of Curve; thence along the Arc of a Curve to the Right, Radius 13.00 feet; Arc 20.42 feet; Chord S.00°00'04"E., 18.38 feet to a Point of Tangency; thence S.44°59'56"W., 112.67 feet; thence S.89°59'56"W., 338.94 feet to the Point of Beginning.

INVERNESS CONDOMINIUM II

24 FOOT EASEMENT FOR INGRESS-EGRESS

The developer reserves for itself, its successors, and assignees, a non-exclusive Ingress-Egress easement over and across the following described real property, said easement being a 24.00 foot easement for Ingress-Egress, being 12.00 feet continuous on each side of the following described centerline unless otherwise noted: Beginning at the Northwest corner of Section 32, Township 28 South, Range 16 East, Pinellas County, Florida as a Point of Reference; thence N.00°00'04"W., 329.44 feet; thence S.89°59'56"W., 44.48 feet; thence N.45°00'04"W., 238.38 feet; thence S.89°59'56"W., 128.98 feet; thence N.00°00'04"W., 143.00 feet; thence S.89°59'56"W., 187.99 feet to the Easterly Right-of-Way line of Village Drive; thence along said Easterly line N.00°00'04"W., 12.00 feet to the Point of Beginning; thence leaving said line N.89°59'56"E., 187.99 feet to a Point of Curve; thence along the Arc of a Curve to the Left, Radius 105.00 feet; Arc 82.47 feet; Chord S.67°29'56"W., 80.36 feet to a Point of Tangency; thence S.44°59'56"W., 50.18 feet to a Point of Termination, said Point also being the Point of Termination of a 24.00 foot easement for Ingress-Egress as described in Inverness Condominium I.

SUBJECT TO: Restrictions, conditions, limitations and easements of record and applicable zoning ordinances, laws and regulations, without reimposing any of the same.

U. S. HOME CORPORATION reserves and retains for itself, its employees, agents, invitees, successors, and assigns a non-exclusive easement for ingress and egress over and across all driveways, roadways, streets, sidewalks, walkways, etc.

EXHIBIT A