

FILED

ARTICLES OF INCORPORATION 06/23 9 00 AM '77
TALLAHASSEE, FLORIDA

WINDRUSH BAY
CONDOMINIUM ASSOCIATION, INC.

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 Windrush Bay Condominium 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 Chapter 718, Florida Statutes (the "Condominium Act"), for the operation of Windrush Bay, A Condominium, to be located on the following property, to the extent the Declaration of Condominium (hereinafter the "Declaration of Condominium" or the "Declaration") of Windrush Bay, A Condominium, when filed or thereafter amended, effects same in Pinellas County Florida (the "County"):

See Exhibit "1" attached and made a part hereof.

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.

B. The Association shall have all of the powers and duties set forth in the Condominium Act, except to the extent allowed by the law as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as presently drafted and 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 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 therein necessary 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.

5. To reconstruct improvements after casualty and to make further improvement to the Condominium Property.

6. To make and amend reasonable regulations respecting the use of the property in the Condominium.

7. To approve or disapprove the transfer, mortgage and ownership of Units as provided by the Declaration of Condominium and the By-Laws of the Association.

8. 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.

9. 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.

10. To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Association.

11. To pay taxes and assessments which are liens against any part of the Condominium other than individual Units unless the individual Unit or Units are owned by the Association, and the appurtenances thereto, and to assess the same against the Units subject to such liens.

12. 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 Units.

C. 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. After receiving approval of the Association as required by the Declaration of Condominium, change of ownership in the Association shall be established by recording in the Official Public Records of the County, 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 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. Each Director shall be a person entitled to cast a vote in the Association, except as otherwise provided herein or in the By-Laws.

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-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 current 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:

Mr. Francis F. Hughes
843 Alderman Road
Jacksonville, Florida 32211

Deborah Wallace
301 North Florida Avenue
Tarpon Springs, Florida 33589

Mr. Bert C. Simon
720 Gilmore Street
Jacksonville, Florida 32204

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:

Mr. Francis F. Hughes
843 Alderman Road
Jacksonville, Florida 32211

President

Deborah Wallace
301 North Florida Avenue
Tarpon Springs, Florida 33589

Vice President

Mr. Bert C. Simon
720 Gilmore Street
Jacksonville, Florida 32204

Secretary, Treasurer

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 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.

C. In the alternative, an amendment may be made by an agreement signed and acknowledged by all the record owners of 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 Article V, Section C hereof, without approval in writing by all members and the written consent 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.

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

ARTICLE X.

Term

The term of the Association shall be perpetual.

ARTICLE XI

Subscribers

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

Mr. Francis F. Hughes
843 Alderman Road
Jacksonville, Florida 32211

Mr. Winfield A. Gartner
720 Gilmore Street
Jacksonville, Florida 32204

Mr. Bert C. Simon
720 Gilmore Street
Jacksonville, Florida 32204

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures this 23rd day of March, 1979.

Francis F. Hughes
Winfield A. Gartner
Bert C. Simon

STATE OF FLORIDA
COUNTY OF DUVAL

Before me, the undersigned authority, personally Francis F. Hughes, Winfield A. Gartner and Bert C. Simon, who being duly sworn, severally acknowledged the execution of the foregoing Articles of Incorporation of Windrush Bay Condominium Association, Inc., for the purposes expressed in such Articles.

Witness my signature and official seal, in the State and County aforesaid, this 23rd day of March, 1979.

Susan C. Holland
Notary Public, State of Florida
at Large. Notary Public, State of Florida at Large
My commission expires Jan. 29, 1981
My Commission Expires: _____

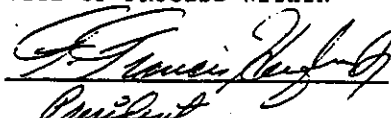
(Notarial Seal)

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

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

WINDRUSH BAY CONDOMINIUM ASSOCIATION, INC.

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF
FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF
TARPON SPRINGS, STATE OF FLORIDA HAS NAMED FRANCIS F. HUGHES,
LOCATED AT 843 ALDERMAN ROAD, CITY OF JACKSONVILLE, STATE OF
FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN
FLORIDA.

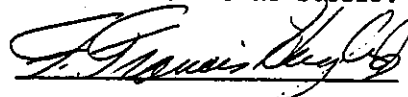


President

(Title)

Dated: March 23, 1979

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE
ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I
FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.



Dated: March 23, 1979

FILED

MAR 29 9 00 AM '79

JACKSONVILLE, FLORIDA

WINDRUSH BAY, A CONDOMINIUM - PARCEL C

(Page 1 of 2)

Being a part of Lots 36, 40, 41 and 45 in the SE 1/4 of Section 10, Township 27 South, Range 15 East, TAMPA AND TARPON SPRINGS LAND COMPANY SUBDIVISION, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida of which Pinellas County was formerly a part, being further described as:

Commence at the Southeast corner of the SE 1/4 of Section 10, Township 27 South, Range 15 East, Pinellas County, Florida, thence N.00°40'00"W., along the East boundary of said SE 1/4, a distance of 996.94 feet to the Southeast corner of the North 1/4 of the South 1/2 of said SE 1/4, and the Southeast corner of Lot 41, Tampa and Tarpon Springs Land Company Subdivision, as recorded in Plat Book 1 Page 116, Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part; thence N.89°54'51"W., along the South boundary of said North 1/4, and the South boundary of said Lot 41, a distance of 33.00 feet to a point on the West right-of-way line of Florida Avenue; thence N.00°40'00"W., along said right-of-way line, 33.00 feet from and parallel with said East boundary, a distance of 297.31 feet to the Point of Beginning; thence N.89°54'18"W., 35.00 feet Southerly of and parallel with the North boundary of said North 1/4 and the South boundary of Lot 36, said subdivision, a distance of 794.03 feet; thence S.00°07'49"W., 297.41 feet to a point on the South boundary of said North 1/4 and the South boundary of said Lot 41; thence N.89°54'51"W., along said South boundary and the South boundary of Lots 41 and 45, 1153 feet, more or less (1154.59 feet to CM), the approximate mean high water line of the Gulf of Mexico as established June 15, 1976 (said point being 1.7 feet East of a CM); thence by the following seven courses along said mean high water line to a seawall: N.08°19'51"W., 16.88 feet; thence N.16°54'07"E., 17.83 feet; thence N.45°22'19"E., 9.59 feet; thence N.65°55'52"E., 14.64 feet; thence N.63°20'17"E., 17.46 feet; thence N.21°43'11"E., 14.46 feet; thence N.06°46'43"W., 42.80 feet; thence by the following three courses along the water side of a crooked concrete seawall: S.89°23'40"W., 270.40 feet; thence N.49°42'50"W., 29.32 feet; thence N.10°20'03"W., 45.77 feet; thence N.87°16'53"E., 294.29 feet; thence N.24°40'34"E., 67.25 feet; thence N.82°23'10"E., 241.95 feet; thence N.59°09'18"E., 145.00

feet; thence S.89°50'42"E., 729.48 feet; thence S.00°07'49"W., 20.24 feet to a point on the South boundary line of Lot 36, said Tampa and Tarpon Springs Land Company Subdivision; thence S.89°54'18"E., along said South boundary 793.54 feet to the West right-of-way line of Florida Avenue; thence S.00°40'00"E., along said right-of-way line 35.00 feet to the Point of Beginning.
Containing 9.513 acres, more or less.