State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FAIRWAY LAKES TOWNHOMES II CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 1, 1985, as shown by the records of this office.

The charter number of this corporation is N08479.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
2nd day of April, 1985.

George Firestone
Secretary of State

CER-101

N08479

ARTICLES OF INCORPORATION
OF
FAIRWAY LAKES TOWNHOMES II CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not for Profit)

We, the undersigned, being natural persons competent to contract, for the purpose of forming a corporation not for profit under the laws of the State of Florida, do hereby adopt, subscribe and acknowledge the following Articles of Incorporation:

ARTICLE I. NAME

The name of the corporation shall be Fairway Lakes Townhomes II Condominium Association, Inc., hereinafter referred to as the "Association".

ARTICLE II. PURPOSE & POWERS

Section 1. The purpose for which the Association is organized is to act as the condominium association within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for Fairway Lakes Townhomes II, A Condominium, hereinafter referred to as the "Condominium", located in Hillsborough County, Florida. All definitions contained in the Declaration of Condominium, hereinafter referred to as the "Declaration", for the Condominium, are incorporated herein by reference. "Developer", as used herein shall mean The Karpay Berger Group, Inc., a Florida corporation, or its successor in interest. The Association shall not be operated for profit and shall make no distributions of income to its members, directors or officers.

Section 2. The Association shall have all of the common law and statutory powers and duties of a corporation not for profit which are not in conflict with the terms of these Articles, the By-Laws, the Declaration, the Condominium Act and all of the powers and duties reasonably necessary or convenient to operate the Condominium pursuant to the Declaration as it may be amended from time to time, such other documents or agreements that may exist from time to time pertaining to the Condominium, and the Condominium Act, including but not limited to the following specific powers and duties:

(a) To make and collect such assessments and charges as may be required by or provided in the Declaration and the Condominium Act.

(b) To use the proceeds of assessments in the exercise of its powers and duties, and to enforce levy of such foregoing assessments through lien and foreclosure thereof or by such other action as may be allowed by the Declaration or by applicable law.

(c) To maintain, repair, replace, administer and operate all property owned by the Association and the common elements of the Condominium, and to contract for the maintenance, repair, replacement, administration, operation and use of such property.

(d) To make improvements to the common elements of the Condominium and the property of the Association, and after any condemnation or casualty

affecting the Condominium Property, to reconstruct improvements as contemplated by the Declaration.

(e) To use its best efforts to obtain and maintain adequate insurance to protect the Association, the common elements and other property of the Association and such other insurance as may be allowed or required by law or the Declaration.

(f) To adopt rules and regulations concerning the use and enjoyment of Units, the common elements and other property of the Association.

(g) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws of the Association and rules and regulations as may be enacted concerning the use and enjoyment of Units, the common elements and other property of the Association.

(h) To purchase, lease, receive by gift or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, and on such terms deemed reasonable by the Board of Directors ("Board"), intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.

(i) To encumber, lease or grant possessory or use interests in the common elements and any other property which the Association may acquire or control, including but not limited to any recreation facilities, on such terms as the Board of Directors may deem reasonable.

(j) To employ personnel and enter into such agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers and functions of the Association.

(k) To enter into such contracts and agreements, as the Board of Directors may deem desirable and reasonable, for the provision of services to the Association or the owners of Units, including but not limited to contracts and agreements for telephone, water, sewer, cable television, security, and pest control services.

(l) To enter into any contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties or functions of the Association.

(m) To lease, maintain, repair, replace and expand the common elements.

(n) To purchase Units in the Condominium for any purpose and to hold, lease, mortgage or convey such Units on terms and conditions approved by the Board of Directors.

(o) To contract for the management and maintenance of the Condominium and to authorize such management firm to act as the managing entity of the Condominium and accordingly to perform all of the functions and duties of the Association in its capacity as the managing entity pursuant to the Management Agreement, the Condominium Act and any other applicable laws.

(p) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.

ARTICLE III. QUALIFICATION OF MEMBERS AND THE MANNER OF THEIR ADMISSION

Section 1. The Incorporator constitutes the sole member of this Association until the recording of the Declaration naming this Association as the condominium association thereunder. Upon the recording of the Declaration, Developer shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a Unit is issued and recorded, the owner thereof shall become a member. As and if additional phases are added to the Condominium, Developer shall initially hold all new memberships created thereby.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a member. A Unit may be owned by one or more individuals or by a corporation, partnership, trust or any other appropriate entity with the power to hold title.

Section 3. The membership of the owner of any Unit shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all unpaid assessments, charges and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV. TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V. INCORPORATOR

The name and address of the Incorporator to these Articles are as follows:

Name	Address
Victoria H. Carter	201 E. Kennedy Blvd. Suite #1600 Tampa, Florida 33602

ARTICLE VI. OFFICERS

The officers of the Association shall consist of a president, a vice president, a secretary, a treasurer and such other officers as the Board of Directors may from time to time deem appropriate. The officers of the Association shall be elected at each annual meeting of the Board of Directors and

shall hold office at the pleasure of the Board. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

The names of the officers who shall serve until the first election are:

Name	Office
Barry I. Karpay	President
Andrew J. Berger	Secretary-Treasurer

ARTICLE VII. BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed and conducted by a Board of Directors. The number, terms of office and provisions regarding election, removal and filling of vacancies on the Board of Directors shall be as set forth below and in the By-Laws of the Association.

Section 2. The initial Board of Directors shall consist of three (3) persons. The names and addresses of the initial Board of Directors who shall hold office until their successors have been elected and qualified as provided in the By-Laws, at the first annual meeting of the membership, are as follows:

Name	Address
Barry I. Karpay	4204 Arborwood Lane Tampa, Florida 33624
Andrew J. Berger	4204 Arborwood Lane Tampa, Florida 33624
Jacquelynn Smith	4204 Arborwood Lane Tampa, Florida 33624

Section 3. The Developer shall be entitled to elect or designate from time to time all or a part of the directors, that will manage the affairs of the Association until such time as the Developer is no longer entitled to elect or designate directors or a director pursuant to the Condominium Act in effect on the date of the creation of the Association. The Developer shall be entitled to elect or designate all of the directors of the Association as long as members other than the Developer own less than 15% of the Units that will be operated ultimately by the Association. Members, other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors when such members own 15% or more of the Units of the Condominium. Members other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association at such time as is provided by F.S. 718.301, Florida Statutes (1981). After such time that the members other than the Developer are entitled to elect not less than a majority of the members of the Board, the Developer shall be entitled to elect at least one member of the Board (unless such right is waived in writing, by the Developer in its discretion) as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units. Notwithstanding anything herein to the contrary however, the Unit

Owners shall be entitled to elect a majority of the Board of Directors no later than the earlier of the following events:

(i) One hundred twenty (120) days after seventy percent (70%) of the Units in the Condominium or the first phase of the Condominium have been conveyed to Unit purchasers; or

(ii) Five (5) years following conveyance of the first Unit in the Condominium.

ARTICLE VIII. BY-LAWS

The By-Laws of the Association are to be made or approved by the initial Board of Directors and thereafter may be amended, altered, modified or rescinded by the action or approval of the members of the Association, except that any such change of the By-Laws shall not affect the rights or interests of the Developer, or its successors or assigns, or a mortgagee of any Condominium property or any Unit without the written consent of the Developer and/or mortgagee, respectively. The manner of amending, altering, modifying or rescinding the By-Laws shall be as set forth in the By-Laws.

ARTICLE IX. AMENDMENTS TO THE ARTICLES OF INCORPORATION

Section 1. Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if members have been admitted, directing that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of three-fourths (3/4) of the votes of the members of the Association entitled to vote thereon present and voting at such meeting.

Section 2. Any number of amendments may be submitted to the members and voted upon by them at one meeting.

Section 3. Notwithstanding anything herein to the contrary, no amendment shall make any change in the qualifications for membership without approval in writing of all of the members and the consent of all record holders of mortgages upon any Condominium Property or upon property held by the Association. No amendment shall be made that is in conflict with the Condominium

Act or the Declaration. No amendment which affects the rights and privileges provided to the Developer in the Condominium Act or the Declaration shall be effective without written consent of the Developer. No amendment shall be effective until filed in accordance with the applicable Florida corporation laws and a certified copy of the Articles of Amendment to these Articles are recorded in Hillsborough County, Florida.

ARTICLE X. VOTING

Section 1. Each Unit shall be entitled to one (1) vote. The vote of any Unit owned by a partnership or more than one person shall be cast by one designated partner or owner, except that no designation shall be required for those Units owned by a husband and wife. The vote attributable to a Unit owned by husband and wife may be voted by either of them but not both. A designation shall not be required for Units owned by one individual. A required designation must be in writing signed by all partners of the partnership or all of the persons owning the Unit and if such duly executed designation is not filed with the secretary prior to the commencement of the meeting in which the vote(s) may be exercised, the vote(s) of the Unit shall not be cast. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner(s) of the Unit. The vote of a Unit owned by any entity not provided for herein shall be cast in accordance with the applicable provision of the Florida General Corporation Act. The vote of a Unit is not divisible.

Section 2. Votes may be cast either in person or by proxy. Any person appointed as proxy may, but need not, be an officer or director of the Association, or affiliated with Developer or its successors or assigns.

ARTICLE XI. ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association except as provided in the Declaration.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors or officers. The Association may pay compensation in a reasonable amount to its members, directors or officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation may make distributions to its members as permitted by the court having jurisdiction thereof. No such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

Section 4. Should any paragraph, sentence, phrase or portion thereof, of any provision of these Articles or of the By-Laws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts hereof or of the remaining instruments or the application of such provisions to different circumstances.

Section 5. The Association shall indemnify any director or officer, or any former director or officer in the manner set forth in Section 607.014 of the Florida Statutes as amended.

ARTICLE XII. REGISTERED AGENT

Pursuant to Section 48.091 and Section 607.034, Florida Statutes, the name and address of the initial registered agent for the service of process upon the Association are:

Andrew J. Berger
4204 Arborwood Lane
Tampa, Florida 33624

The above address is also the address of the registered office of the Association.

IN WITNESS WHEREOF, the subscribing Incorporator has hereunto set her hand and seal and caused these Articles of Incorporation to be executed this 8th day of March, 1985.

(SEAL)
VICTORIA H. CARTER

STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared VICTORIA H. CARTER, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation, and acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at Tampa, Florida, this 8th day of March, 1985.

NOTARY PUBLIC
State of Florida at Large

(Notarial Seal)

My Commission Expires:

ACCEPTANCE BY AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon Fairway Lakes Townhomes II Condominium Association, Inc., at the place designated in Article XII of the foregoing Articles of Incorporation, does hereby accept the appointment as such agent for Fairway Lakes Townhomes II Condominium Association, Inc., and acknowledges the obligations under Section 607.325 of the Florida Statutes.

Andrew Bergef
Resident Agent

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA