

ARTICLES OF INCORPORATION
OF
EASTFIELD SLOPES CONDOMINIUM ASSOCIATION, INC.

FILED
MAY 25 3 28 PM '82
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

We, the undersigned incorporators, hereby associate ourselves together and make, subscribe, acknowledge, and file with the Secretary of the State of Florida, these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I

Name

The name of this corporation shall be EASTFIELD SLOPES CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the "Association." The address of the Association shall be Route 2, Box 220, Thonotosassa, Florida 33592, or such other address within the State of Florida as the Board of Directors may from time to time designate.

ARTICLE II

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Condominium Act of the State of Florida (herein called "Condominium Act") for the operation of EASTFIELD SLOPES, A CONDOMINIUM, a condominium to be located upon those certain lands described on EXHIBIT 1 attached hereto and made a part hereof. Said condominium is herein referred to as "Condominium." The declaration for the Condominium as recorded in the public records of the county in which said land is located is referred to herein as the "Declaration of Condominium" or "Declaration." The Association shall make no distribution of income to its members, directors or officers. The Declaration was executed by parties who shall be referred to as "Developer," which term shall include any party designated in writing by the original Developer as a substitute Developer.

ARTICLE III

Powers

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 not in conflict with the terms of these Articles, the Declaration of Condominium, or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except as permissibly 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 of Condominium 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 its powers and duties.
- c. To maintain, repair, replace and operate the condominium property, including easements.
- d. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. To reconstruct improvements after casualty and to further improve 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 a majority of the Board of Directors 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 and to authorize the management agent to assist the association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of common elements. The Association and its officers and directors shall, however, retain at all times the powers and duties granted them by 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 acquire 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 any properties used in common with others such as, but not limited to, roads or subdivision-type improvements.

m. To pay liens or charges assessed against the Condominiums as a whole.

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 Condominium Act.

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 the county in which the Condominium is located, 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. If a unit is owned by more than one owner, all the owners of such unit shall collectively be entitled to cast only one vote. 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 of the State of Florida.

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 one Director, and in the absence of such determination, shall consist of one Director. Directors need not be members of the Association.

5.2 The fee owners of the land are David R. Chadwell and James M. Chadwell and the developers of the Condominium property

are David R. Chadwell and James M. Chadwell. The initial Directors named in the Articles of Incorporation shall serve until such time as unit owners other than Developer are entitled to elect a Director under the provisions of Section 718.301 of the Condominium Act. Thereafter, Developer shall elect all Directors except those that unit owners other than Developer are entitled to elect under said Section 718.301, which shall be elected by other unit owners in accordance with said statute. Developer may at any time relinquish in writing its right to elect one or more Directors, in which case such Director or Directors shall be elected by the members. Developer shall have the right to elect one Director so long as the Developer holds for sale at least 5% of the Units in the Condominium.

Directors may be removed and vacancies on the Board of Directors filled in the manner provided in the By-Laws.

5.3 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 as provided in the By-Laws, or until removed as provided in the By-Laws, are as follows:

<u>Names</u>	<u>Home Addresses</u>
Don Chadwell	310 Chadwell Drive Seffner, Florida 33584
Delores Scaglione	Route 2, Box 220 Thonotosassa, Florida 33592
David Chadwell	312 Chadwell Drive Seffner, Florida 33584
Larry Chadwell	1902 Capri Drive Valrico, Florida 33594
James Chadwell	1514 Blindpond Avenue Lutz, Florida 33549

ARTICLE VI

Officers

The affairs of the Association shall be administered by the officers designated in 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:

Don Chadwell
310 Chadwell Drive
Seffner, Florida 33584 President

Delores Scaglione
Route 2, Box 220
Thonotosassa, Florida 33592 Secretary/Treasurer

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 by 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 as a result of a willful and knowing breach of the fiduciary relationship provided in Section 718.111(1) of the Condominium Act or other willful and knowing misfeasance or malfeasance in the performance of his duty; 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 may be altered, amended or rescinded in the same manner provided for herein for the amendment of these Articles.

ARTICLE IX

Amendments

Amendments to the Articles of Incorporation shall be 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. 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 and shall be considered at a joint meeting of members and Directors. 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 otherwise provided herein or in the Condominium Act or the Declaration of Condominium, a resolution adopting a proposed amendment shall require the approval of 75% of the membership of the Board of Directors and approval of unit owners entitled to vote not less than 75% of the votes of the Association.

9.2 The Articles may also be amended without a meeting by the written joinder and consent to the amendment by all of the Directors and all of the unit owners.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, 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. No amendment shall be made without the written consent of the Developer so long as Developer owns more than two (2) units.

9.4 Amendments shall not be effective until a copy certified by the Association as having been properly adopted has been recorded in the Public Records of the County in which the Condominium is located.

ARTICLE X

Subscribers

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

<u>Name</u>	<u>Home Address</u>
Don Chadwell	310 Chadwell Drive Seffner, Florida 33584
Delores Scaglione	Route 2, Box 220 Thonotosassa, Florida 33592

ARTICLE XI

Registered Office and Agent

The street address of the Association's initial registered office is Route 2, Box 220, Thonotosassa, Florida 33592, and the name of the Association's initial registered agent at such office is Delores Schelione. The Association may change its registered office or agent or both by filing with the Department of State of the State of Florida a statement complying with Florida Statute 607.37.

ARTICLE XII

Term

The term of the Association shall be perpetual.

IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation for the uses and purposes herein expressed this 18 day of December, A.D. 1981.

Don Chadwell
Don Chadwell, Subscriber

Delores Scaglione
Delores Scaglione, Subscriber

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this
18th day of December, 1981, by DON CHADWELL and
DELORES SCAGLIONE.

Mattie B. Perry
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 26 1981
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT 1 TO
ARTICLES OF INCORPORATION
OF
EASTFIELD SLOPES CONDOMINIUM ASSOCIATION, INC.

A parcel of land in the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 28 South, Range 20 East, Hillsborough County, Florida being more particularly described as follows: Beginning at a point 30.0 feet South, and 30.0 feet East of the Northwest corner of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 17, Township 28 South, Range 20 East, Hillsborough County, Florida; run thence North 89°54'10" East, 473.28 feet: along the South right-of-way line of Eastfield Road; thence South, 60.70 feet to a point of curvature: thence 565.49 feet, along the arc of a 360.0 foot radius curve, concave to the Northwest, chord bearing South 45°00'00" West, 509.12 feet to the point of tangency; thence West, 113.42 feet: to a point on the East right-of-way line of Williams Road; thence North 00°01'10" East, 419.90 feet, along said right-of-way line, to the Point of Beginning. Tract contains 3.929 acres.

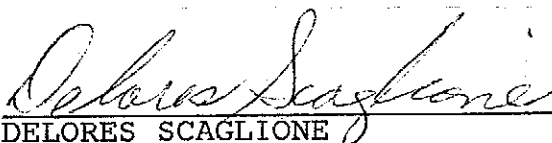
ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

FILED

MAY 25 3 28 PM '82

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, having been designated as Registered Agent of EASTFIELD SLOPES CONDOMINIUM ASSOCIATION, INC. in its Articles of Incorporation, hereby accepts such designation and agrees to comply with the provisions of F.S. §48.091, relative to keeping the corporation's registered office open.


DELORES SCAGLIONE
Registered Agent