

ARTICLES OF INCORPORATION

OF

TREGATE EAST CONDOMINIUM ASSOCIATION, INC.

APPROVED
AND
FILED
FEB 6 12 54 PM 1978
FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
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 1.

NAME

The name of the corporation shall be TREGATE EAST CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE 2.

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 718 of the Condominium Act, which is Chapter 718, Florida Statutes, 1976, for the operation of TREGATE EAST, a condominium, located upon the following lands in Sarasota County, Florida:

(SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF)

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

ARTICLE 3.

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.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act except 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 and 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 unit 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. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as unit 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.
- g. To approve or disapprove the transfer and ownership of units as may be provided by the Declaration of Condominium and the Bylaws.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of all property in the condominium.
- i. To contract for the management of the condominium and to delegate to such contractor 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.
- j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- k. To employ personnel to perform the services required for proper operation of the condominium.

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 Bylaws.

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 Bylaws.

ARTICLE 4.

MEMBERS

4.1 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.

4.2 After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Sarasota County, Florida, a deed establishing a record interest to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The grantee 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 of his apartment.

4.4 The owner of each unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the Bylaws of the Association. Where more than one unit is owned by the same person or corporation, such person or corporation shall be entitled to one vote for each unit owned.

ARTICLE 5.

DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of three directors.

5.2 Directors of the Association shall be elected by the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies in the Board of Directors shall be filled in the manner provided by the Bylaws.

5.3 Subject to the provisions of Chapter 718, Florida Statutes, 1976, the first election of directors shall not be held until November 1, 1979. The Directors named in these Articles shall serve until the first 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:

HOWARD W. TREVEY Apartment 542
 2220 Stickney Point Road
 Sarasota, Florida

HELEN TREVEY Apartment 542
 2220 Stickney Point Road
 Sarasota, Florida

RICHARD S. SPARROW 1435 Pine Bay
 Sarasota, FL 33581

ARTICLE 6.

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the 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:

President: Howard W. Trevey
 Apartment 542
 2220 Stickney Point Road
 Sarasota, Florida

Secretary/
Treasurer: Helen Trevey
 Apartment 542
 2220 Stickney Point Road
 Sarasota, Florida

ARTICLE 7.

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 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 a 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 rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 8.

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE 9.

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 a majority of the entire membership of the Board of Directors and by not less than a majority 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, without approval in writing by all members. 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 Sarasota County, Florida.

ARTICLE 10.

TERM

The term of the Association shall be perpetual.

ARTICLE 11.

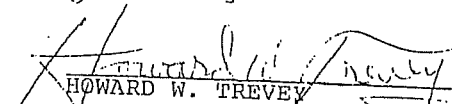
SUBSCRIBERS

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

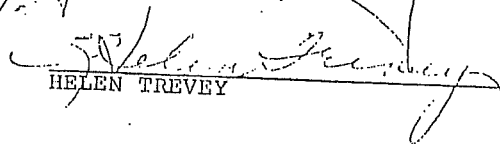
HOWARD W. TREVEY Apartment 542
 2220 Stickney Point Road
 Sarasota, Florida

HELEN TREVEY Apartment 542
 2220 Stickney Point Road
 Sarasota, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 24th day of January, 1978.



HOWARD W. TREVEY (SEAL)



HELEN TREVEY (SEAL)

STATE OF FLORIDA
COUNTY OF SARASOTA

Before me, the undersigned authority, personally appeared
HOWARD W. TREVEY and HELEN TREVEY, who, after being duly sworn,
acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles this 24th
day of January, 1978.

Gerardina B. Thompson
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May, 28, 1981
Printed by American Ink & Co., Inc., Tampa

5.2 The President shall be the chief executive officer of the Association. He shall have all the powers and duties usually vested in the office of President of an association, including but not limited to the power to appoint committees from among members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.5 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that there shall be no directors' fees shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. Budget. The Board of Directors shall adopt a budget for each calendar year.

a. Copies of the proposed annual budget of common expenses together with a written notice of the time and place of the Board meeting at which the budget will be considered shall be mailed to the unit owners not less than 30 days prior to said meeting. The meeting shall be open to the unit owners.

b. If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding 115 percent of the assessments for the preceding year, the Board, upon written application of 10 percent of the unit owners to the Board, shall call a special meeting of the unit owners within 30 days, upon not less than 10 days written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than a majority of all unit owners.

c. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted.

d. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the condominium property shall be excluded from the computation. However, as long as the developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the unit owners.

6.1 Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 31, preceding the year for which the assessments are made. Such assessments shall be due in monthly installments on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon

each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitations shall be subject to the approval of the membership of the Association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment and the balance of the assessment upon the next July 1. The first assessment shall be determined by the Board of Directors of the Association.

a. Any unit owner shall have the right to require from the association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which he has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

6.2 Acceleration of assessment installments upon default.

If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.3 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast

a majority of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of the assessment.

6.4 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.5 An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

7. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. Amendments. These Bylaws may be amended in the following manner:

8.1 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.

8.2 A resolution adopting amendment may be proposed by either the Board of Directors of the Association 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, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by owners of not less than two-thirds of the units.

a. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined; and words to be deleted

shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of bylaw. See bylaw ____ for present text."

8.3 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

PHASE I

A part of Lots 19-S and 20-S of a resubdivision of a part of Hyde Park Citrus Subdivision in Sec. 3, Twp. 37-S, Rge. 18-E (Recorded in P.B. 3, Pg. 86 of the Public Records of Sarasota County, Fla.) further described as follows:

Commence at the NW corner of Sec. 3, Twp. 37-S, Rge. 18-E; thence S 89°50'56" E along the N line of said Sec. 3-37-18, 673.92' to the NW corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Sec. 3-37-18; thence S 0°04'31" E, along the W line of said E $\frac{1}{2}$ of NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ (being the E R/W line of Mac Eachen Blvd.); 869.85', for a P.O.B.; thence S 89°56'07" E, 135.00'; thence S 0°03'53" W, 28.00'; thence S 89°56'07" E, 90.00'; thence N 0°03'53" E, 75.00'; thence S 89°56'07" E, 170.00'; thence N 0°03'53" E, 85.00'; thence S 89°56'07" E, 70.00'; thence S 0°03'53" W, 16.43'; thence S 89°56'07" E, 207.93', to the E line of said Lot 20-S; thence S 0°01'22" E, along said E line 218.57'; thence N 89°56'07" W, 673.01', to the W line of said Lot 19-S, (being the E R/W line of Mac Eachen Blvd.); thence N 0°04'31" W along said W line of Lot 19-S, 103.00' to the P.O.B.

Containing 2.4811 acres, more or less.

All lying and being in Section 3, Township 37-South, Range 18-East, Sarasota County, Florida.

SUBJECT TO a perpetual easement in, to, over and across the areas designated on Exhibit "B" attached to the Declaration of Condominium of Tregate East as "access easement" for purposes of ingress and egress to property adjoining the East boundary of said Phase 1, which Developers reserve unto themselves and their successors, assigns and grantees; said easement being more particularly described as follows:

A part of Lots 19-S and 20-S of a resubdivision of a part of Hyde Park Citrus Subdivision in Sec. 3, Twp. 37-S, Rge. 18-E (Recorded in P.B. 3, Pg. 86 of the Public Records of Sarasota County, Fla.) further described as follows:

Commence at the NW corner of Sec. 3, Twp. 37-S, Rge. 18-E; thence S 89°50'56" E along the N line of said Sec. 3-37-18, 673.92' to the NW corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 3-37-18; thence S 0°04'31" E along the W line of said E $\frac{1}{2}$ of NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 3-37-18 (being the E R/W line of Mac Eachen Blvd.); 923.85', for the P.O.B.; thence S 89°56'07" E, 673.05', to the E line of said Lot 20-S; thence S 0°01'22" E, along said E line, 24.00'; thence N 89°56'07" W, 673.03', to said E R/W line of Mac Eachen Blvd.; thence N 0°04'31" W along said E R/W line, 24.00' to the P.O.B.

EXHIBIT "1"

PHASE 2

A part of Lots 19-S and 20-S of a resubdivision of a part of Hyde Park Citrus Subdivision in Sec. 3, Twp. 37-S, Rge. 18-E (Recorded in P.B. 3, Pg. 86 of the Public Records of Sarasota County, Fla.) further described as follows:

Commence at the NW corner of Sec. 3, Twp. 37-S, Rge. 18-E; thence S 89°50'56" E along the N line of said Sec. 3-37-18, 673.92' to the NW corner of the E½ of the NW¼, of the NW¼ of said Sec. 3-37-18; thence S 0°04'31" E, along the W line of said E½ of NW¼ of the NW¼ (being the E R/W line of Mac Eachen Blvd.) 662.10', for a P.O.B.; thence continue along said W line, S 0°04'31" E, 207.75'; thence S 89°56'07" E, 135.00'; thence S 0°03'53" W, 28.00'; thence S 89°56'07" E, 90.00'; thence N 0°03'53" E, 75.00'; thence S 89°56'07" E, 170.00'; thence N 0°03'53" E, 85.00'; thence S 89°56'07" E, 70.00'; thence S 0°03'53" W, 16.43'; thence S 89°56'07" E, 207.93', to the E line of said Lot 20-S; thence N 0°01'22" W, along said E line, 91.67'; thence N 89°53'31" W, along the N line of the SW¼ of the NW¼ of the NW¼ of Sec. 3-37-18, 673.29' to the P.O.B.

Containing 2.3171 acres, more or less.

All lying and being in Section 3, Township 37-South, Range 18-East, Sarasota County, Florida.