

STATE OF FLORIDA
DEPARTMENT OF STATE

I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION
OF
GRENELEFE ASSOCIATION OF CONDOMINIUM OWNERS NO. 1, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 3rd day of April, A.D., 1974, as shown by the records of this office.

GIVEN under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
5th day of April, A.D., 1974.

Richard (Dick) Stone
SECRETARY OF STATE

EXHIBIT "I"

ARTICLES OF INCORPORATION

OF

GRENELEFE ASSOCIATION OF CONDOMINIUM OWNERS NO. 1, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes 1971, and certify as follows:

ARTICLE 1

Name

The name of the corporation shall be GRENELEFE ASSOCIATION OF CONDOMINIUM OWNERS NO. 1, INC., hereinafter referred to as the "Association". The principal place of business shall be Cypress Gardens, Florida, and its post office address is Post office Box 143, Cypress Gardens, Florida, 33880, or at such other place or places as the Board of Directors may from time to time designate.

ARTICLE 2

Purpose

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1971, for the operation of not more than the first 1141 apartment units completed as part of GRENELEFE CONDOMINIUM DEVELOPMENT STAGE I, according to the Declarations of Condominium now and hereinafter recorded in the public records of Polk County, Florida, located upon lands in Polk County, Florida.

2.2 The Association shall make no distributions 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 and all of the powers and duties reasonably necessary to operate the condominium pursuant to the Declarations and as they 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. 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 apartment owners.
- e. The reconstruction of improvements after casualty and 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 except the initial regulations shall be approved in the same manner as amendments to the Articles of Incorporation.
- g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the respective Declarations of Condominium and the By-Laws.
- h. To enforce by legal means the provisions of the Condominium Act, the respective Declarations of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.
- i. To contract for the management of the condominium with a third party and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the respective Declarations 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 the 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.
- l. To operate and manage the Condominium in accordance with the sense, meaning, direction, purpose and intent of the respective Declarations of Condominium as the same may be from time to time amended and to otherwise perform, fulfill and exercise the powers and privileges, options, rights, duties, obligations and responsibilities entrusted to or delegated to it by the Declarations and/or By-Laws.

3.3 The Association shall not have the power to purchase an apartment of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. The provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4 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 respective Declarations of Condominium, these Articles of Incorporation and the By-Laws.

3.5 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the respective Declarations of Condominium, these Articles of Incorporation and the By-Laws.

ARTICLE 4

Members

4.1 The members of the Association shall be record owners of condominium apartments in GRENELEFE CONDOMINIUM DEVELOPMENT STAGE I, but shall in no event exceed 1141 members and after termination of the condominiums 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 respective Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Polk 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 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 By-Laws of the Association.

4.5 If an apartment unit is owned by more than one person, or is under lease, or is owned by a corporation, partnership, joint venture, or other entity, the designation of voting representative shall be made as provided in the By-Laws and such voting representative for purposes of this Article shall be considered to be the "member".

ARTICLE 5

Directors

5.1 The affairs of the Association will be managed by a board consisting of a 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. Directors need not be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner proved by the By-Laws.

5.3 The first election of directors shall not be held until after the developer has closed the sales of not more than the first 759 apartment units of the GRENELEFE CONDOMINIUM DEVELOPMENT STAGE 1 or until the developer elects to terminate his control of the condominium or until after December 31, 1976, whichever occurs first. 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 remaining directors.

5.4 The name 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:

ALVIN T. STOLEN, JR	Post Office Box 1295 Haines City, Florida 33844
GEORGE W. PHELPS	Post Office Box 1295 Haines City, Florida 33844
DONALD SOROTA	Post Office Box 1295 Haines City, Florida 33844

ARTICLE 6

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 elected by the board of directors are as follows:

PRESIDENT	Alvin T. Stolen, Jr. Post Office Box 1295 Haines City, Florida 33844
VICE PRESIDENT	George W. Phelps Post Office Box 1295 Haines City, Florida 33844
SECRETARY-TREASURER	Donald Sorota Post Office Box 1295 Haines City, Florida 33844

The directors and officers may lawfully and properly exercise the powers set forth in Section 3, notwithstanding the fact that some or all of them may be directly or indirectly involved in the exercise of such powers and in the negotiation and/or

consummation of agreements executed pursuant to such powers are some or all of the persons with whom the Association enters into such agreements or who own some or all of the proprietary interest in the entity or entities with whom the Association enter into such agreements; and all such agreements shall be presumed conclusively to have been made and entered by the directors and officers of this Association in the valid exercise of their lawful authority.

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 proceedings 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 of the Association 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 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 8

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 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, provided such approval is delivered to the secretary at or prior to the meeting.

- a. Such approvals must be by not less than 66-2/3% of the entire membership of the board of directors and by not less than 66-2/3% 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 not the voting rights of members, nor any change in Section 3.3 of Article 3, 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 respective 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 Polk County, Florida.

ARTICLE 10

Term

The term of the Association shall be perpetual unless all the condominiums comprising it are terminated and in the event of such termination the Association shall be dissolved in accordance with the law.

ARTICLE 11

Definitions

11.1 The definitions contained in the Florida Condominium Act are hereby adopted to the extent that such definitions are applicable to these Articles of Incorporation.

11.2 The term "Developer" means ARROWHEAD ASSOCIATES, INC., a Florida corporation, d/b/a GRENELEFE.

11.3 The term "GRENELEFE CONDOMINIUMS" means collectively those condominium properties whose Declaration of Condominium are executed by the Developer and in which Declaration this Association is designated as operating entity.

ALVIN T. STOLEN, JR

Post Office Box 1295
Haines City, Florida 33844

GEORGE W. PHELPS

Post Office Box 1295
Haines City, Florida 33844

DONALD SOROTA

Post Office Box 1295
Haines City, Florida 33844

IN WITNESS WHEREOF, the subscribed have affixed their signatures this 14th day of March, 1974.

ALVIN T. STOLEN, JR

GEORGE W. PHELPS

DONALD SOROTA

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared ALVIN T. STOLEN, JR., GEORGE W. PHELPS, and DONALD SOROTA who after being first duly sworn, acknowledged that they executed the forgoing Articles of Incorporation for the purposes expressed in such Articles, this 14th day of March, 1974.

ROSE D. BALL
NOTARY PUBLIC, State of Fla.