

ARTICLES OF INCORPORATION
OF

769718

TIFFANY SUITES CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles of Incorporation, herein-
after referred to as the "Articles," associate themselves for the
purpose of forming a Corporation not for profit under Chapter 617
of the Florida Statutes and in accord with and pursuant to terms
and conditions of Chapter 718 of the Florida Statutes, hereinafter
after referred to as the Condominium Act.

ARTICLE INAME

The name of the Corporation shall be TIFFANY SUITES
CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the
"Association."

ARTICLE IIPURPOSE

The purpose for which this Association is organized is to
provide an entity pursuant to the Condominium Act for the
operation of TIFFANY SUITES CONDOMINIUM, hereinafter referred
to as the "Condominium."

ARTICLE IIIDISTRIBUTION OF INCOME

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

ARTICLE IVPOWERS

The powers of the Association shall include and be governed
by the following provisions:

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TALLAHASSEE, FLORIDA

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A. The Association shall have all 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 the powers and duties set forth in the Condominium Act and all of the powers and duties reasonably necessary to operate the Condominium as set forth in the Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

- (1) To make and collect assessments against members 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.
- (4) To purchase insurance on the Condominium Property and insurance for the protection of the Association and its members.
- (5) To reconstruct improvements after casualty and to further improve the property.
- (6) To approve or disapprove the transfer, mortgage, and ownership of apartments as may be provided by the Declaration and/or the By-Laws.
- (7) To enforce by legal means the provisions of the Condominium Act, the Declaration, these Articles, the By-Laws of the Association and the regulations for the use of the Condominium Property.
- (8) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common

Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

(9) To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.

(10) To employ personnel to perform the services required for proper operation of the Condominium.

(11) To acquire by purchase, or otherwise, Condominium Parcels of the Condominium, subject, nevertheless, to the provisions of the Declaration and By-Laws relative thereto.

C. Notwithstanding anything herein to the contrary, the Association prior to passage of control to Unit Owners other than BROWN & WALDECK, INC. (the "DEVELOPER"), shall not enter into or be bound by, either directly or indirectly, contracts or leases (including management contracts), unless there is a right of termination of any such contract or lease, without cause which is exercisable without penalty at any time after the transfer of control, upon not more than ninety (90) days notice to the other party thereto.

ARTICLE V

LEGAL STANDING

The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Condominium Property. After control of the Association is obtained by Unit Owners other than the Developer, the Association may institute, maintain, settle, or appeal actions or hearings in its name on

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- (9) To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.
- (10) To employ personnel to perform the services required for proper operation of the Condominium.
- (11) To acquire by purchase, or otherwise, Condominium Parcels of the Condominium, subject, nevertheless, to the provisions of the Declaration and By-Laws relative thereto.

C. Notwithstanding anything herein to the contrary, the Association prior to passage of control to Unit Owners other than BROWN & WALDECK, INC. (the "DEVELOPER"), shall not enter into or be bound by, either directly or indirectly, contracts or leases (including management contracts), unless there is a right of termination of any such contract or lease, without cause which is exercisable without penalty at any time after the transfer of control, upon not more than ninety (90) days notice to the other party thereto.

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behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements; the roof and structural components of a building or other improvements; mechanical, electrical, and plumbing elements serving an improvement or a building; representations of the Developer pertaining to any existing or proposed commonly used facilities; and protesting ad valorem taxes on commonly used facilities. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action which may otherwise be available.

ARTICLE VI

OPERATION OF CONDOMINIUM

The Association shall have the power of the operation of the Condominium Property.

ARTICLE VII

AUTHORITY OF MEMBERS

A Unit Owner, who is a member of this Association, does not have any authority to act for the Association by reason of being a Unit Owner.

ARTICLE VIII

BY-LAWS

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and 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

MEMBERS

A. The members of the Association shall consist of all the record owners of apartments.

B. Change of membership in the Association shall be established by the recording in the Public Records of Hillsborough County, Florida, the deed or other instrument establishing record title to a Unit in the Condominium. The membership of the prior Owner shall thereby be 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 members of the Association shall be entitled to at least one vote for each Unit owned by them. The exact number of votes to be cast by Owners of a Unit and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE X

DIRECTORS

A. The affairs of the Association will be managed by a Board consisting of the number of directors as shall be determined by the By-Laws, but not less than three (3) directors, and in the absence of such determination shall consist of three (3) directors.

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

C. The names and addresses 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>
William B. Waldeck	4216 Swann Avenue Tampa, Florida 33609
Beverly J. Waldeck	4216 Swann Avenue Tampa, Florida 33609
Curtis R. Waldeck	4216 Swann Avenue Tampa, Florida 33609

D. The foregoing provisions of this Article relating to election of Directors shall be subject to the following

qualifications. Initially, DEVELOPER shall appoint the members of the Board of Directors. When Condominium Unit Owners other than the DEVELOPER own fifteen percent (15%) or more of the Units, then the Unit Owners, other than the DEVELOPER, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit Owners other than the DEVELOPER are entitled to elect not less than a majority of the members of the Board of Directors upon the occurrence of the earlier of the following dates:

- (1) 120 days after 70% of the Units in the development have been conveyed to purchasers; or
- (2) Three years following conveyance to a purchaser of the first Unit; or
- (3) Three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or
- (4) The date on which all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business; or
- (5) The date on which some of the Units of the Condominium have conveyed to purchasers and none of the others are being constructed or offered for sale by the DEVELOPER in the ordinary course of business.

The DEVELOPER shall be entitled to elect at least one member of the Board of Directors of the Association, so long as the DEVELOPER holds for sale during the ordinary course of business, any two Units in the Condominium.

ARTICLE XI

OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting

following the annual meeting of the members of the Association, which officers 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:	William B. Waldeck 4216 Swann Avenue Tampa, Florida 33609
Treasurer:	Beverly J. Waldeck 4216 Swann Avenue Tampa, Florida 33609
Secretary:	Curtis R. Waldeck 4216 Swann Avenue Tampa, Florida 33609

ARTICLE XII

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 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, or any settlement thereof, 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 herein 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 XIII

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 approving a proposed amendment may be proposed by either 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.

C. Approval of an amendment must be by not less than fifty percent (50%) of the entire membership of the Board of Directors and not by less than fifty percent (50%) of the votes of the entire membership of the Association.

D. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members.

E. A copy of each amendment shall be certified by the Secretary of State and recorded in the public records of Hillsborough County, Florida.

ARTICLE XIV

TERM

The term of the Association shall be the life of the Condominium unless the Association is terminated sooner by unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration.

ARTICLE XV

SUBSCRIBERS

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

<u>Names</u>	<u>Home Addresses</u>
William B. Waldeck	4216 Swann Avenue Tampa, Florida 33609

Off. 4166 Pg. 994

Beverly J. Waldeck

4216 Swann Avenue
Tampa, Florida 33609

Curtis R. Waldeck

4216 Swann Avenue
Tampa, Florida 33606

IN WITNESS WHEREOF, the subscribers have hereto affixed
their signatures on this 27 day of July, 1983.

William B. Waldeck
WILLIAM B. WALDECK

Beverly J. Waldeck
BEVERLY J. WALDECK

Curtis R. Waldeck
CURTIS R. WALDECK

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

On this 27 day of July, 1983, before me, a
Notary Public, duly authorized in the State and County above
named to take acknowledgements, personally appeared WILLIAM B.
WALDECK, BEVERLY J. WALDECK and CURTIS R. WALDECK to me well
known to be the persons described as subscribers in and who exe-
cuted the foregoing Articles of Incorporation and acknowledged
before me that they subscribed to these Articles of
Incorporation.

WITNESS my hand and seal this 27 day of July,
1983.

Charles J. Gundersen
NOTARY PUBLIC

State of Florida at Large.

My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires Aug. 24, 1985