



INSTR 20040593015
OR BK 07618 PG 4825 PGS=75
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
09/17/2004 09:15:34 AM
REC FEE 639.00

This instrument prepared by and
after recording return to:

Christopher C. Brockman
Holland & Knight LLP
200 South Orange Avenue
Suite 2600
Orlando, Florida 32801

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

DECLARATION OF CONDOMINIUM FOR DREW TINA COMMERCE CENTER,
a Commercial Condominium

COPY

INDEX

Page

1. <u>ESTABLISHMENT OF CONDOMINIUM; DEFINITIONS</u>	1
2. <u>CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION, AND ENJOYMENT</u>	4
3. <u>RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS</u>	6
4. <u>COMMON ELEMENTS</u>	6
5. <u>LIMITED COMMON ELEMENTS</u>	7
6. <u>DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP</u>	8
7. <u>AMENDMENTS TO DEVELOPMENT PLAN</u>	8
8. <u>AMENDMENT OF DECLARATION</u>	9
9. <u>THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES</u>	10
10. <u>BY-LAWS</u>	12
11. <u>MAINTENANCE; LIMITATION UPON IMPROVEMENT</u>	12
12. <u>COMMON EXPENSES AND COMMON SURPLUS</u>	13
13. <u>ASSESSMENTS; LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS</u>	13
14. <u>TERMINATION OF CONDOMINIUM</u>	15
15. <u>EQUITABLE RELIEF</u>	16
16. <u>LIMITATION OF LIABILITY</u>	16
17. <u>LIENS</u>	16
18. <u>REMEDIES FOR VIOLATION</u>	17
19. <u>EASEMENTS</u>	17
20. <u>SIGNAGE</u>	19
21. <u>PARKING AND ACCESS</u>	19
22. <u>ENFORCEMENT OF MAINTENANCE</u>	20
23. <u>INSURANCE</u>	20
24. <u>EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT</u>	24
25. <u>EMINENT DOMAIN OR CONDEMNATION PROCEEDING</u>	24
26. <u>GENERAL PROVISIONS</u>	24

EXHIBITS

- A. Legal Description
- B. Plot Plan and Survey
- C. Articles of Incorporation
- D. By-Laws
- E. Undivided Shares of the Common Element
- F. Prohibited Uses

**DECLARATION OF CONDOMINIUM FOR
DREWTINA COMMERCE CENTER**

1. ESTABLISHMENT OF CONDOMINIUM; DEFINITIONS.

DREWTINA PROPERTIES I, L.L.C., a Florida limited liability company, for itself, its successors, grantees, and assigns, makes, declares, and publishes its intention to submit and submits the property described in Exhibit "A" attached to this Declaration to condominium ownership and use in accordance with Chapter 718, F.S. , as enacted upon the date of recordation hereof (the "Condominium Act").

All exhibits referred to in this Declaration are incorporated herein by reference and made a part of this Declaration as fully and completely as if set forth in the text of this Declaration.

The terms used in this Declaration and all Condominium Documents as hereinafter defined, shall have the meanings stated in Chapter 718, F.S. on the date this Declaration is recorded, unless otherwise defined in the context of this Declaration.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners, as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association, as hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

As used in this Declaration and all Condominium Documents, and in all amendments thereto, unless the context otherwise requires, the following definitions shall apply:

A. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

B. "Association" or "Corporation" means DrewTina Commerce Center Property Owners Association, Inc., the Florida not-for-profit corporation responsible for the operation of the Condominium.

C. "Board" means the board of directors or other representative body responsible for the administration of the Association.

D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws, respectively, of the Association as they exist from time to time.

E. "Building" means the structure within which the Units are located.

F. "Common Elements" means that portion of the Condominium Property not included in the Units (sometimes also referred to as "Common Area").

G. "Commerce Park Association" means Crownpointe Commerce Park Owners Association, Inc., a Florida not for profit corporation.

H. "Commerce Park Declaration" means that certain Declaration of Covenants, Conditions and Restrictions, Crownpointe Commerce Park, Orange County, Florida, dated April 18, 1990, and recorded in Official Records Book 4190, Page 3507; as modified by that Assignment of Developer's Rights, dated July 16, 1999, and recorded in Official Records Book 5798, Page 995; as further modified by that Supplement to Declaration of Covenants, Conditions and Restrictions, dated July 20, 1999, and recorded in Official Records Book 5802, Page 4857; as further modified by that Amendment to Declaration of Covenants and Restrictions, dated January 31, 2000, and recorded in Official Records Book 5935, Page 493; and as further modified by that Second Supplement to Declaration of Covenants, Conditions, and Restrictions, Crownpointe Commerce Park, Orange County, Florida, dated March 16, 2000, and recorded in Official Records Book 5963, Page 1827, all of the Public Records of Orange County, Florida.

I. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property; other expenses declared by the Association or this Declaration to be Common Expenses; commonly metered Utility Service; assessments, annual dues and fees payable to the Commerce Park Association; and any other valid expenses or debts of the condominium as a whole, of individual Unit Owners, or of the Association which are assessed against the Unit Owners.

J. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

K. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

L. "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all

improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

M. "Condominium Documents" means the Declaration, Articles of Incorporation, Bylaws, rules and regulations adopted by the Association, if any, and any amendments thereto.

N. "Declaration" or "Declaration of Condominium" means this instrument as it may be amended from time to time.

O. "Developer" means Drewtina Properties I, L.L.C., a Florida limited liability company, and its successors and assigns.

P. "Limited Common Elements" means and includes those Common Elements, if any, which are reserved for the use of a certain Unit or Units to the exclusion of other Units (sometimes referred to as "Limited Common Areas").

Q. "Mortgagee" means a bank, the Developer, any Unit Owner who finances a purchaser with seller financing, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel.

R. "Office Unit" means a Unit which is used solely for Office Purposes. Initially, Units 1 and 2 shall be the Office Units.

S. "Office Purposes" means general office uses and purposes customarily associated with an office building, but specifically excluding any uses prohibited or restricted by or under the terms of the Commerce Park Declaration or this Declaration. Notwithstanding the foregoing, Office Purposes may include Warehouse Purposes.

T. "Office Space" means those portions of a Unit which are used solely for Office Purposes.

U. "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

V. "Reciprocal Easement" means that certain Declaration of Easements, Covenants and Restrictions recorded at Official Records Book 7588, Page 4007, Public Records of Orange County, Florida. The Reciprocal Easement is, in part, an easement for vehicular and pedestrian access, ingress and egress between the Condominium Property and certain adjacent property. The Reciprocal Easement shall benefit and burden all Unit Owners and their invitees, guests, employers and agents.

W "Unit" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land improvements.

X "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Orange County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Y "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

Z. "Warehouse Purposes" means general warehouse and distribution uses and those related uses incidental thereto, but specifically excluding any Office Purposes.

AA. "The Condominium" or "this Condominium" means DrewTina Commerce Center, a commercial condominium.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION, AND ENJOYMENT.

A. The name of this Condominium is DREW TINA COMMERCE CENTER, a commercial condominium.

B. There shall pass with each Unit as appurtenances thereto:

(1) An undivided share in the Common Elements.

(2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(3) An undivided share in the Common Surplus.

(4) Membership of the Unit Owner in the Association.

C. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration. He shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each Unit is identified by a specific numerical designation as set forth in Exhibit "B" attached hereto. Each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit, and the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such Unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or service another Unit, or the Common Elements, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including drywall or plaster, paint and wallpaper.

E. Notwithstanding anything herein to the contrary, Developer shall have the ability to subdivide any Unit and sell any portion of any space which is currently designated as a Unit on Exhibit "B" attached hereto. In the event Developer elects to subdivide any such Unit, then that portion so sold and the remaining portion which is not yet sold shall comprise two (2) separate Units as that term is used herein. The square footages and Undivided Share of Common Elements as set forth on Exhibit "E" are approximate and shall be modified in the manner set forth therein in the event of any subdivision by Developer.

F. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of the following items which service only his Unit: (i) all components for the individual air conditioning unit(s), (ii) all electrical wiring, (iii) electrical boxes, (iv) conduits, (v) alarm system wiring, if any, (vi) hot water tanks, if any, and (vii) plumbing, together with any other items which service only his Unit although such items may be located within the Common Areas.

G. "Time share estates" may not be created in any Unit by any person or entity. As used herein, "time share estates" includes any arrangement, plan, scheme or similar device, whether by membership agreement, tenancy in common, interval ownership, sale, lease, deed, rental agreement, license or right-to-use agreement, whereby an owner of the time share estate receives a right to the use of a Unit and the Common Elements for a period of not less than seven (7) days during any given year and which extends for a period of more than three (3) years.

H. The Units shall be used only for the purposes allowed by the applicable zoning classification for the Condominium Property, the Commerce Park Declaration, the Master Declaration and this Declaration, and specifically shall not be used for the Prohibited Uses as set forth in Exhibit "F" attached hereto. All Units other than the Office Units shall have additional prohibitions as to what percentage of said Units may be used for Office Purposes as more particularly set forth in Exhibit "F."

I. Membership in Commerce Park Association. The Condominium Property is also a part of the real property described in the Commerce Park Declaration, which real property is a part of a development known as Crownpointe Commerce Park. All Condominium Property is subject to the provisions of the Commerce Park Declaration and all Unit Owners are members of the Commerce Park Association; however, the voting rights and membership in the Commerce Park Association shall be granted to and held by the Association. Notwithstanding anything in the Commerce Park Declaration to the contrary, while individuals may have voting rights under the Commerce Park Declaration, all such rights are hereby assigned to the Association and the Association shall control all such voting rights. All meetings of the Commerce Park Association and votes cast at such meetings shall be by a person designated by the Board of Directors of the Association and in compliance with the requirements of the Commerce Park Association. Assessments, annual dues and fees payable to the Commerce Park Association shall be paid by the Association on behalf of the Unit Owners and shall be a Common Expense of the Condominium Property. The provisions of the Commerce Park Declaration shall control over this Declaration as to any conflict of terms or provisions. Except as specifically set forth herein, the provisions which require approval of the Developer as set forth in the Commerce Park Association Declaration are applicable for those affected actions taken under this Declaration by Unit Owners.

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

4. COMMON ELEMENTS.

A. Common Elements include the following:

(1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

(2) Any portion of the Condominium Property which is not included within the Units or Limited Common Elements, specifically including, without limitation the dumpster area, truck court center, non-commercial parking areas, and all roads and other access corridors, all as set forth in Exhibit "B" attached hereto.

(3) An easement of support which is hereby created in every portion of a Unit which contributes to the support of the Building.

(4) The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

(5) Easements through Units for conduit ducts, plumbing, wiring, cable television services and other facilities for the furnishing of Utility Services to Units and the Common Elements.

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is a ratio of which the numerator shall be the number of net square feet inside the Unit and the denominator shall be Seventy-Five Thousand Seven Hundred Ten (75,710), the total number of net square feet included inside all Units. The undivided shares of Common Elements and the fraction for Common Expenses for each Unit are listed on Exhibit "E" attached hereto.

5. LIMITED COMMON ELEMENTS.

A. The Limited Common Elements also are depicted on the plot plan and survey attached as Exhibit "B" hereto and include, without limitation, the truck bays located adjacent to any Unit, the covered entranceways to each Unit (which entranceways shall be a shared Limited Common Element as to the two (2) Units to which said entranceways are appurtenant), and office signage, and may, in the future, include other areas designated "Limited Common Elements" pursuant to an amendment to this Declaration added pursuant to Article 8 below.

B. The Limited Common Elements shall be maintained by the Unit Owners which use the Limited Common Elements or which are benefited by the Limited Common Elements. The costs of maintaining, repairing and replacing the Limited Common Elements shall be borne by the Unit Owner(s) which use the Limited Common Elements.

If a Unit Owner fails to pay the maintenance costs of its Limited Common Elements, the other Unit Owners ("Other Unit Owners") or the Association, may make such repairs as they may deem necessary and the costs of same shall be assessed against the defaulting Unit Owner. The Other Unit Owners and/or the Association shall have a lien against the defaulting Unit Owner for the costs of any repairs it shall make for the defaulting Unit Owner, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the maximum rate allowed by law and reasonable attorneys' fee incurred by the Other Unit Owners or the Association, or both, for collection.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.

B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

C. The identification, location and dimensions of each Unit and the Common Elements and Limited Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements, the Limited Common Elements, if any, and each Unit and provides accurate representations of their locations and dimensions.

7. AMENDMENTS TO DEVELOPMENT PLAN.

A. The Developer is constructing this condominium development so that the interior of all Units may be custom-made within the dimensions shown on the plat to suit the individual needs and desires of the various Unit Owners. The Developer therefore shall retain reasonable development flexibility to meet its marketing needs and the particular desires of prospective Unit Owners. The Developer therefore specifically reserves the right, without anyone else's consent, to (i) make alterations, additions or improvements in, to and upon Units (and their appurtenant Limited Common Elements, if any) owned by the Developer; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change exterior configurations and sizes of Units within the dimensions shown on the plat and the provisions of this Declaration and (iv) change a portion of the Common Elements to a Limited Common Element if the change is necessary for the individual use of a Unit Owner and does not materially adversely effect the rights of all other Unit Owners in their use of the Common Elements.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by the Developer need be signed and acknowledged only by the

Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of the Unit Owners owning more than two-thirds (2/3) of the total number of the net square feet included inside all Units. All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Orange County, Florida; provided, however, that except as otherwise provided in this Declaration:

(1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment and unless a majority of record owners of all Units approve the Amendment;

(2) No amendment shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. Mortgagee's consent shall not be unreasonably withheld;

(3) No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer; and

(4) Any amendment which would affect the surface water management system, including water management portions of the Common Elements, shall not be passed without the prior written approval of all applicable governmental agencies and/or the Commerce Park Association, provided the Commerce Park Association manages the surface water management system.

B. Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend the Declaration and any Exhibits hereto, which exclusive rights shall continue for such period of time as the Developer shall be in control of the Association; provided, however, that no such amendment by the Developer shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee, which consent shall not be unreasonably withheld. Such amendment need be executed and

acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

C. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof, and same shall remain in full force and effect.

9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

A. The management and operation of the Condominium shall be vested in the Association. The Association has been organized as a Florida not-for-profit corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "C".

B. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

C. All Unit Owners automatically shall be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

D. Each Unit Owner shall be entitled to a vote equal to its percentage of ownership of the Common Elements in accordance with the voting privileges set forth in the Articles and By-Laws. Multiple owners of a Unit collectively shall be entitled to cast its vote for said Unit in accordance with voting privileges set forth in the Articles and By-Laws. There shall be no cumulative voting.

E. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

(1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or another Unit, or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(2) The power to levy and collect Assessments from Unit Owners and to lease, maintain, repair and replace the Common Elements.

(3) The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at

reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

(4) The power to enter into contracts with others for the maintenance, management, operation, repair, replacement and servicing of the Condominium, and the provision of Utility Service thereto, if commonly metered.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(6) The power to obtain and maintain adequate insurance to protect the Association, the Board and/or the Common Elements.

(7) The power to purchase Units and to acquire, hold, lease, mortgage and convey same.

F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities, cross access or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.); or

(5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion; provided, however, if after repair, replacement or reconstruction of such portion, there are surplus insurance proceeds, same shall be deposited to the operating account of the Association.

10. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. The maintenance and repair of the Building and the Common Elements shall be the responsibility of the Association; provided, however, that the Association shall not be responsible for the maintenance, repair or replacement of any air conditioning compressor, electrical wiring, plumbing, alarm system wiring, hot water tanks, conduits, or other items located outside the Units which service a particular Unit, which responsibility shall, instead, be borne solely by the Owner of such Unit. The Association initially may incur the charge related to said specific items servicing a specific Unit, but the Association shall assess the charge against the responsible Unit Owner, who hereby agrees to pay the special assessment. The maintenance and repair of the Limited Common Elements shall be the responsibility of the Owner of the Unit utilizing same.

B. Subject to the provisions of Article 7, there shall be no material alteration or substantial addition to the Common Elements other than in the manner provided herein unless approved by a majority of the record owners of all Units, and the Developer if it still owns any Units.

C. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

D. No privacy fence, wall, gate or other structure may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure have

been approved in writing by the Association (or the Architectural Review Board, if one is provided for in the Articles). Nothing contained in this paragraph shall be construed to lessen the obligation of any Unit Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Developer.

12. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements and Limited Common Elements, if any, when applicable, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

B. Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

C. Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

13. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.

A. The Association, through its Board, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment initially shall be payable in advance, monthly, on the first day of each such month; however, the Board shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

B. The Association may determine and fix special assessments against individual Unit Owners to pay for the costs and expenses incurred by the Association in maintaining, repairing or replacing items which service only a particular Unit, including, but not limited to, Limited Common Elements or

electrical wiring, conduits, hot water tanks, alarm system wiring, air conditioners, signage, and other specific use items.

C. A Unit Owner, regardless of the manner in which he acquired title to his Unit, including without limitation a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of first mortgagees acquiring title through foreclosure or a deed in lieu of foreclosure shall be limited to a period of Assessments not exceeding six (6) months, subject to a maximum liability of one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or services, or by abandonment of the Unit against which the Assessment was made.

D. Assessments and installments thereof not paid when due shall bear interest from the tenth (10th) day after the due date until paid at the maximum rate allowed under Florida law. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full when due, the Association at its option may, in accordance with the requirements of the Condominium Act, declare all of the unpaid balance of the annual Assessment to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration. In addition to the payment of interest as provided for herein, if an assessment is not paid within ten (10) days after becoming due, the Unit Owner shall pay to the Association an administrative late fee in an amount equal to the greater of (i) \$25 or (ii) five percent (5%) of each installment of the Assessment that payment is late.

E. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon. Such lien also shall secure reasonable attorneys' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As to first mortgages of record, the lien shall be evidenced by a claim recorded in the Public Records of Orange County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording. As to other than first mortgages of record, the lien shall relate back to the recording of the original Declaration of Condominium creating the Unit. The Board may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

F. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In

any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid on the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

G. Any unpaid share of Common Expenses or Assessments for which a first mortgage mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A first mortgage mortgagee may not, during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

H. The Association, acting by and through its Board, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

I. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

J. Except as provided in subparagraph C above, no Unit Owner may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment.

14. TERMINATION OF CONDOMINIUM.

Subject to the provisions of this Declaration concerning total or substantial destruction, the Condominium Property may be removed from the provisions of this Declaration at any time by a vote of eighty percent (80%) of the voting rights of all Unit Owners and unanimous written consent of all of the first mortgage holders by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the public records of Orange County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the Insurance Trustee selected by the Board as provided in Article 23 of this Declaration.

15. EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if same is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

16. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

C. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

17. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Article, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by

paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

18. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

19. EASEMENTS.

A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon sidewalks and other Common Elements intended for such purposes.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their

proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

D. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole discretion to be necessary to consummate the sale, lease or rental of any Unit including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted.

E. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. Such easements shall be for the use and benefit of the members of the Association, as well as the invitees, guests, employers and agents of such members (collectively the "Permitted Parties"); provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes. The Condominium Property shall be subject to such easements for access for vehicular and pedestrian traffic as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time, including without limitation the Reciprocal Easement. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such access easements, including without limitation the Reciprocal Easement, requires the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

F. Easements over parts of the Common Elements shall exist for access, right of way, drainage and utilities as described on the plat of the Condominium recorded of even date herewith.

G. The Condominium Property shall be subject to any and all easements set forth in both the Commerce Park Declaration and the Reciprocal Easement, if/when same is recorded; all parties benefited by the Reciprocal Easement shall adhere to all requirements related thereto, specifically including, without limitation, the restrictions relating to the types of vehicles that may utilize specific portions of the Reciprocal Easement, all as more particularly set forth therein.

20. SIGNAGE.

Developer shall install the initial signage on the side and center of the Condominium Property. Each Unit may have signs for its Unit which shall be a Limited Common Element and subject to the approval of the Association (or the Architectural Review Board, if any) and the Commerce Park Association, if required under the Commerce Park Declaration.

21. PARKING AND ACCESS.

A. Developer reserves the right to designate the use of parking areas and spaces. Neither members of the Association nor the Permitted Parties shall park in reserved spaces or unauthorized parking areas. The parking areas located in the front of the Units shall be used exclusively by non-commercial vehicles, it being the intent that all trucks and other commercial vehicles access the Condominium Property via the side entrance and park in the rear of the Building. Members of the Association and Permitted Parties shall park between designated parking lines only and shall not park motor vehicles in those areas designated by Developer for loading and unloading. Vehicles in violation of the above shall be subject to being towed at the vehicle owner's expense. All vehicles (other than those trucks and other commercial vehicles which are located in the truck bays) parked overnight without the prior written consent of the Developer or the Association shall be deemed abandoned and shall be subject to being towed at vehicle owner's expense. Unit Owners will from time to time, upon the request of Developer, supply Developer with a list of license plate numbers of vehicles owned or operated by its employees or agents.

B. Notwithstanding anything herein or in the Reciprocal Easement to the contrary, all parking areas within the Condominium Property are for the sole use of the members of the Association and the Permitted Parties, it being the intent that there are no cross-parking rights by and between the Condominium Property and any other property subject to the Reciprocal Easement.

C. With respect to the truck bays which are Limited Common Elements hereunder, every Unit other than the Office Units, shall have primary rights to at least one (1) truck bay. Every Unit, other than the Office Units, shall have the exclusive right to use the truck bays adjacent to its docks; provided, however, in the

event of any conflict as to usage rights between Units 10 and 11 and Units 14 and 15 which may arise due to the configuration of the truck bay area, Unit 11 shall have priority as to that truck bay located adjacent to the truck bay of Unit 10 and Unit 14 shall have priority as to that truck bay located adjacent to Unit 15. In the event a condition exists which would adversely affect the access and other use rights of the Owners of Units 11 and 14, the Owners of Units 10 and 15 shall immediately move any parked truck, remove any stock or other materials, and otherwise clear the applicable truck bay so that the Owners of Units 11 and 14 shall have unfettered access and use rights as to their applicable truck bays. To the extent the use does not adversely affect the use rights of the Owners of Units 11 and 14, then the Owners of Units 10 and 15 shall have all rights set forth hereunder. Nothing set forth herein shall grant any rights to the Owners of Units 11 and 14 as to the second truck bays of Units 10 and 15 which are not located immediately adjacent to Units 11 and 14.

22. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their family, lessees or guests.

23. INSURANCE

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

B. Minimum Coverage.

(1) Casualty. All buildings and improvements upon the Property described in Exhibit "B" attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board. At a minimum, such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph (b) including, but not limited to, vandalism and malicious mischief.

(2) Public liability in such amounts and with such coverage as shall be required by the Board, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Workers' compensation insurance meeting all the requirements of the laws of Florida, if applicable.

(4) Directors and officers liability insurance, if available.

(5) Such other insurance as the Board shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses; provided, however, any portion of the insurance premium which is charged in excess of the normal amount because of the insurance rating of a Unit based on its use, shall be the sole responsibility of the Unit Owner responsible for said excess amount. Any unit Owner who is responsible for excess insurance premium being charged hereby agrees to pay said excess amount.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that

all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Element appurtenant to his Unit.

(2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer and paid over to the Insurance Trustee if said proceeds are in excess of \$50,000, to be held by the Insurance Trustee in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event the proceeds

are not sufficient to pay the cost of reconstruction and the Trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the Common Expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a Unit Owner, but if it is determined that the damage was proximately caused by the negligence of a Unit Owner, the Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for that amount, plus interest at the maximum rate allowed by law from the date of the assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the insurance proceeds are less than \$50,000 they need not be placed in trust but shall be held by the treasurer and applied directly by the Board for the above purposes.

In the event of a total or substantial destruction of all of the Condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds (2/3) of the voting rights of the Units in the Condominium vote to terminate this Condominium. In the event the Condominium is to be terminated, then all Owners of Units immediately shall convey all their right, title and interest to their respective Units to the Insurance Trustee selected by the Board, to be held by the Insurance Trustee in trust. The recording of each conveyance to the Insurance Trustee in the Public Records of Orange County, Florida will have the immediate effect of releasing all liens upon the respective Unit and shall cause their instantaneous transfer to that Unit Owner's share of the Common Surplus to be subsequently distributed by the Insurance Trustee as herein provided. The Insurance Trustee shall collect all insurance proceeds payable as a result of the destruction, shall collect all assets of the Association which are allocable to the Units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium Property, by whatever means the Board shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable Insurance Trustee's fees, appraiser's fees, and other costs reasonably incurred, the Insurance Trustee shall apportion the remaining funds in his hands among the Units in accordance with the Common Expenses percentages. The Insurance Trustee shall distribute each Unit's share of the funds jointly to the record title Owner(s) of each Unit and the record owners of any mortgages or other liens encumbering the Unit at the time of the recording of its conveyance to the Insurance Trustee by the Unit Owner. All mortgages and other liens upon the respective Units shall be fully released and discharged as herein provided even though the share of a particular Unit in the funds is insufficient to pay all liens in full; in that event the lien holders who had priority against the title to the Unit shall have priority of payment of the Unit's

share of the Common Surplus. None of these actions shall relieve the Unit Owner of his personal liability for any deficiency which may be caused by any liens to which his Unit is subject at the time of his conveyance to the Insurance Trustee. Mortgagees and other lien holders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their lien. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

F. Unit Owners' Personal Insurance. Unit Owners shall be required to obtain their own individual insurance policies to insure against damage and liability to the individual Units and personal property located therein not covered by the insurance described above.

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Orlando and/or Orange County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

25. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated, or if a settlement is reached pertaining to an eminent domain proceeding, against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

26. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act,

and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

(1) Assessment of the Developer as a Unit Owner for capital improvements, or

(2) Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Notices to Unit Owners shall be sent by certified mail, to their place of business in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail, return receipt requested, to 4601 S.W. 34th Street, Suite 102, Orlando, Florida 32811. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$100.00 per violation for each day that such Owner continues to violate any of the requirements of this Declaration after the Association has given notice of such violation and an opportunity for hearing to the Unit Owners. No fine for a single continuing violation shall exceed \$1,000 in the aggregate.

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

F. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

H. So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

COPY

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 15th day of September, 2004.

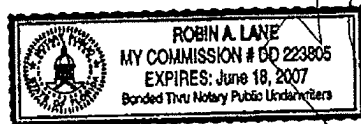
DREWTINA PROPERTIES I, L.L.C.
a Florida limited liability company

By: [Signature]
Print name: Art Neaf

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 15th day of September, 2004, by Art Neaf, the President of DREWTINA PROPERTIES I, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He/she ☒ is personally known to me or ☐ has produced a valid Driver's License as identification and did (did not) take an oath.



[Signature: Robin A. Lane]
Printed/Typed Name: Robin A. Lane
Commissioner Number: 00223805
My Commission Expires: June 18, 2007

EXHIBIT "A"

LEGAL DESCRIPTION

PORTION OF SOUTH 1/2 OF BLOCK N, CROWNPOINTE COMMERCE PARK PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGES 37 THROUGH 39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

THE SAME PROPERTY BEING FURTHER DESCRIBED AS FOLLOWS:

THE SOUTH 1/2 OF BLOCK "N", CROWNPOINTE COMMERCE PARK PHASE 2, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 44, PAGE 39 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE MENTIONED BLOCK "N"; SAID CORNER BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF KINGSPOINTE PARKWAY (32' WIDE RIGHT-OF-WAY), AND ALSO BEING THE SOUTHEAST CORNER OF BLOCK "V" OF THE ABOVE MENTIONED CROWNPOINTE COMMERCE PARK PHASE 2; THENCE N00°34'20"W, DEPARTING SAID RIGHT-OF-WAY LINE, AND ALONG THE COMMON LINE OF SAID BLOCKS "N" AND "V", PASSING AT A DISTANCE OF 595.21 FEET THE COMMON EAST CORNER OF SAID BLOCK "V" AND BLOCK "W" OF SAID CROWNPOINTE COMMERCE PARK PHASE 2, AND CONTINUING FOR A TOTAL DISTANCE OF 644.03 FEET TO A POINT OF THE COMMON LINE OF THE ABOVE MENTIONED BLOCKS "N" AND "W"; THENCE N89°25'40"E, DEPARTING SAID COMMON LINE AND ACROSS SAID BLOCK "N", A DISTANCE OF 494.07 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED KINGSPOINTE PARKWAY; THENCE

S00°34'20"E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 174.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 260.00 FEET, A CENTRAL ANGLE OF 56°11'10", AND A CHORD BEARING AND DISTANCE OF S27°31'15"W, 244.87 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 254.96 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S55°36'50"W, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE ABOVE MENTIONED KINGSPONTE PARKWAY, A DISTANCE OF 455.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Plot Plan And Survey
[See Attached]

COPY

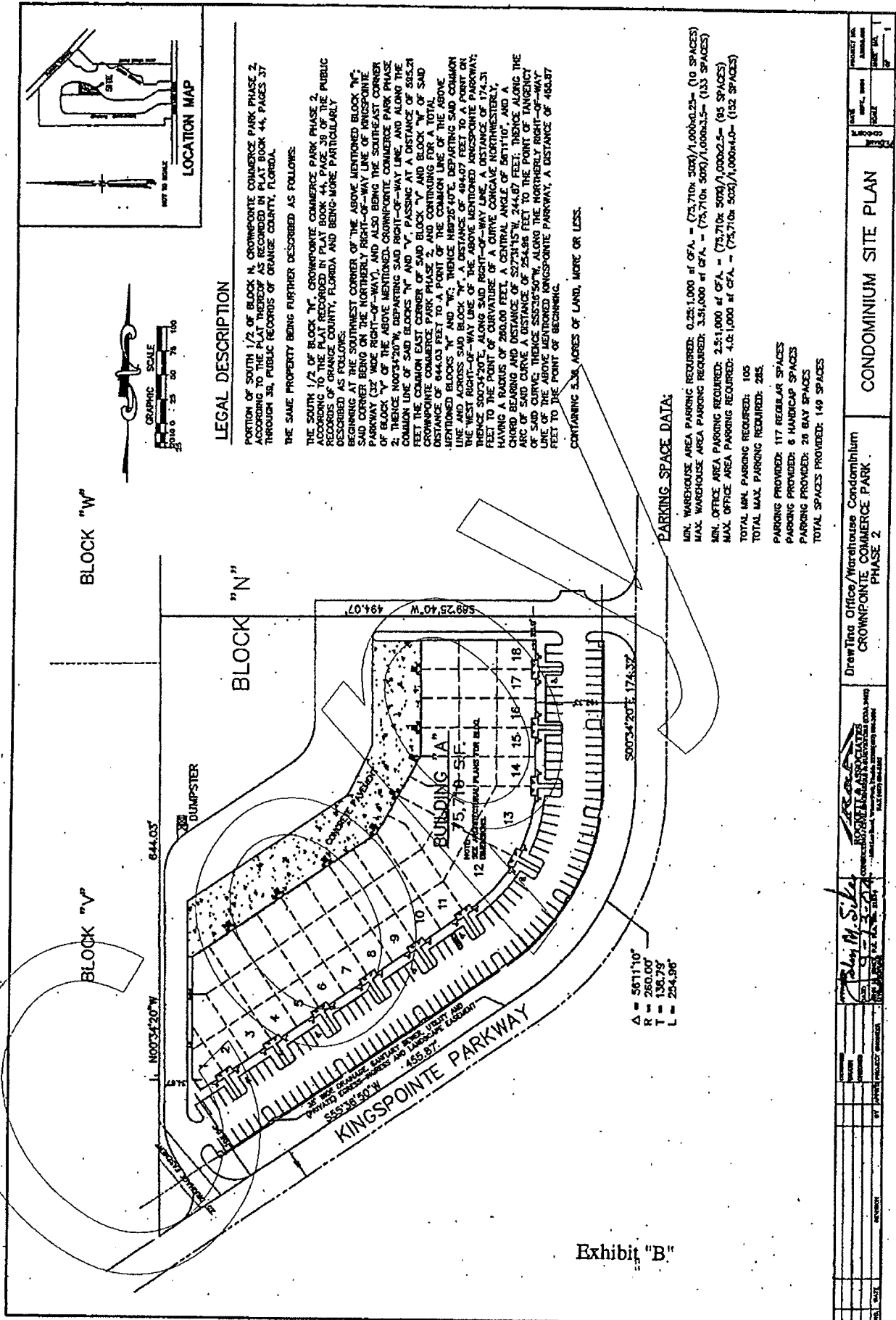


EXHIBIT "C"
ARTICLES OF INCORPORATION
[See Attached]

COPY

**Articles of Incorporation
of
DrewTina Commerce Center Property Owners Association, Inc.
(A Not-For-Profit Corporation)**

COPY

Table of Contents
Articles of Incorporation
of
DrewTina Commerce Center Property Owners Association, Inc.
(A Not-For-Profit Corporation)

	<u>Page</u>
Article I - Name and Principal Office	1
Article II - Purpose and Powers	1
<u>Section 1</u>	1
<u>Section 2</u>	1
(a) <u>Power to Manage Condominium Property, Contract, and Sue</u>	2
(b) <u>Assessments; Management of Common Elements</u>	2
(c) <u>Right of Access to Units</u>	2
(d) <u>Title to Property</u>	2
(e) <u>Purchase of Units</u>	3
(f) <u>Easements</u>	3
(g) <u>Insurance</u>	3
(h) <u>Commingling</u>	3
(i) <u>Bylaws; Rules and Regulations</u>	3
(j) <u>Enforcement</u>	3
(k) <u>Employment of Service Personnel</u>	3
(l) <u>Contracts for Services</u>	3
(m) <u>Contract for Management and Maintenance</u>	4
(n) <u>Other Authority</u>	4
Article III - Qualification of Members and the Manner of their Admission	4
<u>Section 1</u>	4
<u>Section 2</u>	4
<u>Section 3</u>	4
Article IV - Term of Existence	4
Article V - Incorporator	5
Article VI - Officers	5
Article VII - Board of Directors	5
<u>Section 1</u>	5
<u>Section 2</u>	5
Article VIII - Bylaws	6
Article IX - Amendments to Articles	6
<u>Section 1</u>	6
<u>Section 2</u>	7

<u>Section 3</u>	7
Article X - Voting	7
<u>Section 1</u>	7
<u>Section 2</u>	7
<u>Section 3</u>	7
Article XI - Additional Provisions	7
<u>Section 1</u>	7
<u>Section 2</u>	7
<u>Section 3</u>	8
<u>Section 4</u>	8
<u>Section 5</u>	8
<u>Section 6</u>	8
<u>Section 7</u>	8
Article XII - Registered Agent	8

COPY

Articles of Incorporation
of
DrewTina Commerce Center Property Owners Association, Inc.
(A Not-For-Profit Corporation)

We, the undersigned Incorporator(s), desiring to form a corporation not-for-profit under Chapter 617, F.S., deliver for filing the following Articles of Incorporation for DrewTina Commerce Center Property Owners Association, Inc. ("Association"), pursuant to Chapter 617, F.S.:

Article I
Name and Principal Office

Section 1. The name of the Association shall be DrewTina Commerce Center Property Owners Association, Inc.

Section 2. The principal office of the Association is 4601 S.W. 34th Street, Suite 102, Orlando, Florida 32811. The mailing address of the Association is 4601 S.W. 34th Street, Suite 102, Orlando, Florida 32811.

Article II
Purpose and Powers

Section 1. The purpose for which the Association is organized is to act as a governing association and the managing entity for DrewTina Commerce Center ("Condominium"), a commercial condominium located in Orange County, Florida. All capitalized terms used in these Articles of Incorporation, if not defined, shall have the meanings ascribed to such terms that are contained in the Declaration of Condominium for DrewTina Commerce Center ("Declaration"), or Chapter 718, F.S., or the Bylaws, and such meanings are incorporated into these Articles of Incorporation by reference as if set forth herein. To the extent that a provision in these Articles of Incorporation conflicts with the Declaration, the Declaration shall govern. "Developer" means DrewTina Properties I, L.L.C., a Florida limited liability company, its successors, and/or assigns. "Member" means a member of the Association. 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 powers, rights, and privileges that a corporation organized under the Florida Not-For-Profit Corporation Act may now or hereafter have or exercise, provided that such powers, rights, and privileges do not conflict with the terms of these Articles, the Bylaws, the Declaration, or applicable provisions of Chapter 718, F.S., and provided further that the Association shall have all the powers, rights, and privileges reasonably necessary or convenient to operate, maintain, and manage the Condominium pursuant to the Declaration and Bylaws, as amended from time to time, other documents or

agreements that may exist from time to time pertaining to the Condominium, and Chapter 718, F.S.. In addition, the Association shall have the following specific powers and duties:

(a) Power to Manage Condominium Property, Contract, and Sue.

The Association may contract and sue with respect to the exercise or non-exercise of its powers, duties, and functions. For this purpose, the powers of the Association include, but are not limited to, the maintenance, repair, reconstruction, improvement, management, administration and operation of the Condominium Property.

(b) Assessments; Management of Common Elements.

The Association has the power to make and collect Assessments as to each Unit and to lease, maintain, repair, replace, alter, add to, improve, administer, and operate the common elements and limited common elements as provided in the Declaration and applicable law. The Association may pay ad valorem taxes and Governmental Special Assessments which are liens against any part of the Condominium other than the Units and assess the Members therefor. The Association also may contract for utilities for the Condominium and for commonly metered Utility Service and assess Members for same. The Association may use the proceeds of the Assessments in the exercise of its powers and duties, and enforce levy of the Assessments as to each Unit through lien and foreclosure or by such other action as may be allowed by the Declaration or applicable law.

(c) Right of Access to Units.

The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary in its discretion for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration, or as necessary in the event of an emergency or to prevent damage to the Common Elements, the Limited Common Elements, or a Unit.

(d) Title to Property.

The Association has the power to acquire title to or otherwise, own, operate, hold, convey, lease, grant possessory or use interests in, and mortgage Association Property for the use and benefit of its Members on terms the Board of Directors of the Association ("Board") may deem reasonable. The power to acquire personal property shall be exercised by the Board in its discretion. The Association may purchase Units for any purpose and hold, lease, mortgage, or convey such Units on terms and conditions approved by the Board. Subject to any applicable statutory limitation, the Association, through its Board, has the limited power to convey a portion of the common elements to a condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

(e) Purchase of Units. The Association has the power to purchase Units and to acquire, hold, lease, mortgage, and convey them. There shall be no limitation on the Association's right to purchase a Unit at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments as to the Unit, or to take title by deed in lieu of foreclosure.

(f) Easements. Except as may be prohibited or as otherwise proscribed by the Declaration, the Board has the authority, without the joinder of any Member, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements, the limited common elements, or Association Property.

(g) Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association Property, the common elements, the limited common elements, and the Condominium Property required to be insured by the Association. The Association also may obtain and maintain other insurance including, but not limited to, liability insurance for the directors and officers, insurance for the benefit of the Association employees, and flood insurance for common elements, limited common elements, Association Property and, if deemed appropriate, for Units.

(h) Commingling. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association may not be commingled for purposes of investment. No manager or business entity required to be licensed or registered under Section 468.32, F.S., and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with funds from any other condominium association or community association.

(i) Bylaws, Rules and Regulations. The Association has the power to establish Bylaws for the operation of the condominium ("Bylaws"), provide for the administration of the Association, and enforce the provisions of the Declaration, these Articles, and the Bylaws. The Association has the power to adopt Rules and Regulations concerning the Units, the common elements, the limited common elements, and Association Property.

(j) Enforcement. The Association has the power to enforce by legal means the applicable provisions of Chapter 718, F.S., and the Condominium Documents.

(k) Employment of Service Personnel. The Association has the power to employ personnel and enter into agreements reasonably necessary for the performance of services required for the proper exercise of the rights, duties, powers, and functions of the Association.

(l) Contracts for Services. The Association has the power to enter into contracts the Board deems desirable and reasonable, for the provision of

services to the Association or the Members, including but not limited to contracts for telephone, water, sewer, gas, security, and pest control services.

(m) Contract for Management and Maintenance. The Association has the power to contract for the management and maintenance of the Condominium and to authorize a management firm to act as the managing entity of the Condominium and, accordingly, perform all of the functions and duties of the Association in its capacity as the managing entity pursuant to the Declaration, Chapter 718, F.S., and any other applicable laws.

(n) Other Authority. The Association has the power 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 in these Articles and as permitted by the applicable Florida Statutes.

Article III

Qualification of Members and the Manner of their Admission

Section 1. The Incorporator(s) constitute the sole Members of this Association until the recording of the Declaration naming the Association as the condominium association. On recording of the Declaration, the Developer shall own all of the memberships in the Association. When the purchase price is paid and the deed to a Unit is issued and recorded, the Owner automatically becomes a Member. If additional phases are added to the Condominium, the Developer initially shall hold all new memberships created, and when the purchase price is paid and the deed to a Unit is issued and recorded, the Owner automatically becomes a Member.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights, powers, and privileges 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. Membership shall terminate on the termination of the Condominium, or on transfer of a Member's ownership in the Unit (for that Unit only if more than one is owned), provided the transfer is accomplished in accordance with all provisions of the Declaration. The transferor's membership automatically shall transfer and be vested in the new Owner succeeding to the ownership interest in the Unit, subject to a lien for all unpaid Assessments as to the Unit. The Association may rely on a recorded deed as evidence of transfer of a Unit and 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 is as follows:

Art Neaf
4601 S.W. 34th Street, Suite 102
Orlando, Florida 32811

Article VI
Officers

The officers of the Association shall consist of a president, vice-president, secretary, treasurer, and such other officers as the Board may from time to time deem appropriate. The officers of the Association shall be elected at the first meeting of the Board, and each annual meeting of the Board thereafter. Any officer may be removed at any meeting by the affirmative vote of a majority of the directors of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any Board meeting.

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

<u>Name</u>	<u>Office</u>
Art Neaf	President
Art Neaf	Secretary
Art Neaf	Treasurer

Article VII
Board of Directors

Section 1. The affairs of the Association shall be managed and conducted by a Board consisting of at least 3 natural persons who are 18 years of age or older.

Section 2. The initial Board shall consist of 3 persons. The names and addresses of the initial Board who shall hold office until their successors have been elected and qualified are as follows:

Art Neaf	4601 S.W. 34 th Street, Suite 102 Orlando, Florida 32811
Mary Neaf	4601 S.W. 34 th Street, Suite 102 Orlando, Florida 32811

David Simon

4601 S.W. 34th Street, Suite 102
Orlando, Florida 32811

Provisions regarding the election, removal, and filling of vacancies on the Board shall be stated in the Bylaws.

Article VIII
Bylaws

The power to adopt the Bylaws shall be vested in the Board. Thereafter, the Bylaws may be amended, altered, modified, or rescinded by the action or approval of a majority of a quorum of Members present, in person or by proxy, at a regular or special meeting of the Members. However, any such change of the Bylaws shall not affect the rights or interests of the Developer, 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 Bylaws shall be as set forth in the Bylaws.

Article IX
Amendments to Articles

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

(a) The Board shall adopt a resolution setting forth the proposed amendment and, if Members have been admitted, direct 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 shall be given to each Member of record entitled to vote within the time and in the manner provided in these Articles 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 having a quorum in attendance in person or by proxy, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted on receiving the affirmative vote of 75% of the number of votes cast by the Members in person or by proxy at such meeting.

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

Section 3. Notwithstanding anything in these Articles 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 on any Condominium Property or Association Property. No amendment shall be made that is in conflict with any applicable provisions of Chapter 718, F.S., or the Declaration. No amendment which affects the rights and privileges provided to the Developer in Chapter 718, F.S., or the Declaration shall be effective without written consent of the Developer. Notwithstanding anything herein to the contrary, these Articles may be amended only by the Developer of the Condominium during such time as the Developer shall be in control of the Association.

Article X
Voting

Section 1. Each Unit is entitled to vote pursuant to the terms and conditions of the Declaration.

Section 2. Votes may be cast either in person or by proxy, subject to the provisions of the Bylaws and Chapter 718, F.S.. Any person appointed as proxy may, but need not be, an officer or director of the Association, or affiliated with Developer, its successors, or assigns.

Section 3. For purposes of these Articles, the Bylaws, the Declaration, or any other document of the Association or Condominium, the term "all Members" when used with reference to voting shall mean the total of all Members entitled to vote and shall not mean just those Members present at the meeting in person or by proxy. No vote appurtenant to a Unit shall be cast at any meeting unless the Member(s) owning the Unit is registered on the membership book of the Association.

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 on its Members in conformity with its purposes, and on dissolution or final liquidation may make distributions to its Members as permitted by a court of competent jurisdiction. No such payment, benefit, or distribution shall be deemed to be a dividend or distribution of income.

Section 3. When 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. A quorum at meetings of the Members shall be attained by the presence, either in person or by proxy, of persons entitled to cast fifty-one percent (51%) of the votes of Members. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or the Bylaws, then the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

Section 5. Should any paragraph, sentence, phrase, or portion of any provision of these Articles or of the Bylaws or rules and regulations be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts, the remaining instruments, or the application of such provisions to different circumstances.

Section 6. Every director and 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 proceedings or any settlement thereof, 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 in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board as being in 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.

Section 7. The Association shall accept any and all deeds of conveyance delivered to it by the Developer.

Article XII
Registered Agent

The name and address of the initial registered agent, and the address of the initial registered office for the service of process on the Association within Florida are:

Miller, South, Milhausen & Carr. P.A.
2699 Lee Road, Suite 120
Winter Park, Florida 32789
Attn: Jeffrey P. Milhausen, Esquire

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

In witness whereof, the subscribing Incorporator has set his hand and seal and caused these Articles of Incorporation to be executed this ____ day of September, 2004.

Name: _____

COPY

STATE OF FLORIDA)

)SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by _____, who [] is personally known to me or [] produced _____ as identification, who executed the foregoing Articles of Incorporation, who did take an oath, and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes expressed in the Articles.

Print Name: _____

Notary Public, State of Florida

(Notarial Seal)

Commission Number: _____

My Commission Expires: _____

ACCEPTANCE OF REGISTERED AGENT

Having been named as Registered Agent and to accept service of process for the above stated corporation at the place designated in Article XII of the foregoing Articles of Incorporation, I hereby accept the appointment as Registered Agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as Registered Agent.

Name: _____
Registered Agent

Date: _____, 2004

COPY

EXHIBIT "D"

BY-LAWS
[See Attached]

Copy