



Prepared by and Return to:

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OR BK 08779 PG 2230 PGS=77
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
07/31/2006 03:11:26 PM
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**AMENDMENT FOUR TO THE
DECLARATION OF CONDOMINIUM
FOR
DREW TINA COMMERCE CENTER,
a Commercial Condominium**

THIS AMENDMENT FOUR is made effective as of the 15th day of September, 2004, by **DREW TINA PROPERTIES I, L.L.C.**, a Florida limited liability company, whose address is 6881 Kingspointe Parkway, Suite 11, Orlando, Florida 32819 ("Developer").

RECITALS:

A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium ("Original Declaration") for DrewTina Commerce Center, a Commercial Condominium, recorded in Official Records Book 7618, Page 4825, as amended by that certain Amendment One to the Declaration of Condominium recorded at Official Records Book 7924, Page 1782, and re-recorded at Official Records Book 8124, Page 1226, that certain Amendment Two to the Declaration of Condominium recorded at Official Records Book 4404, Page 17, and that certain Amendment Three to the Declaration of Condominium recorded at Official Records Book 8751, Page 4133, all of the Public Records of Orange County, Florida, as amended from time to time (collectively referred to herein as the "Declaration").

B. The Original Declaration contains a scrivener's error in the signature page, in particular that the Original Declaration was recorded without two witnesses to Developer's signature.

C. Developer alone maintains the right, pursuant to Section 8(B) of the Declaration, to amend the Declaration.

D. Pursuant to Section 718.110(9), Florida Statutes, and the rules and regulations issued in connection therewith and the applicable provisions of the Declaration, the Developer desires to amend the Original Declaration to correct the scrivener's error, as set forth herein.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Developer hereby amends the Original Declaration as follows:

1. The Signature Page attached hereto and made a part hereof hereby supersedes and replaces the Signature Page attached at page 27 to the Original Declaration.

2. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed as of the day and year first above written.

Witnesses:

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

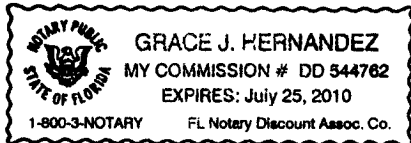
Shaine Capone
Print Name: Shaine Capone

By: [Signature]
Name: Art Neaf
Title: Manager

[Signature]
Print Name: Jun Zhu

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28th day of July, 2006, by Arthur O Neaf, the MANAGER of DREWTINA PROPERTIES I, L.L.C. a Florida limited liability company, on behalf of the company, who [] is personally known to me or who [] produced FL Driver License as identification.



Signature of person taking acknowledgment

Print Name: [Signature]
Commission number: DD 544762
My commission expires: 7/25/2010

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 DREWTTINA COMMERCE CENTER,
a Commercial Condominium**

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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.

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

Witness:

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

Name: [Signature]
Print Name: Grace Hernandez

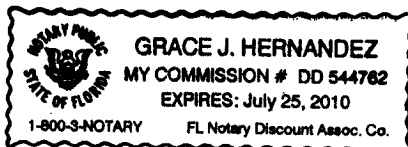
Name: Shirley Capone
Print Name: Shirley Capone

By: [Signature]
Print name: Art Neaf

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 28th day of July, 2006, by Arthur O Neaf, the Manager 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 FL Driver's License as identification and did (did not) take an oath.



[Signature]
Printed/Typed Name: GRACE HERNANDEZ
Commissioner Number: DD 544762
My Commission Expires: 7/25/2010

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 KINGSPINTE 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 KINGSPINTE 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.

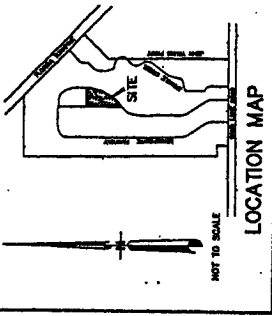
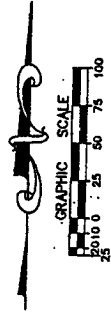
EXHIBIT "B"
Plot Plan And Survey

[See Attached]

BLOCK "V"

BLOCK "W"

BLOCK "N"



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 96°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 KINGSPOINTE PARKWAY, A DISTANCE OF 455.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.36 ACRES OF LAND, MORE OR LESS.

PARKING SPACE DATA:

MIN. WAREHOUSE AREA PARKING REQUIRED: 0.25:1,000 sf GFA. = (75,710x 50%) / 1,000x0.25 = (10 SPACES)
 MAX. WAREHOUSE AREA PARKING REQUIRED: 3.51:1,000 sf GFA. = (75,710x 50%) / 1,000x3.5 = (133 SPACES)
 MIN. OFFICE AREA PARKING REQUIRED: 2.5:1,000 sf GFA. = (75,710x 50%) / 1,000x2.5 = (95 SPACES)
 MAX. OFFICE AREA PARKING REQUIRED: 4.0:1,000 sf GFA. = (75,710x 50%) / 1,000x4.0 = (152 SPACES)
 TOTAL MIN. PARKING REQUIRED: 105
 TOTAL MAX. PARKING REQUIRED: 285

PARKING PROVIDED: 117 REGULAR SPACES
 PARKING PROVIDED: 6 HANDICAP SPACES
 PARKING PROVIDED: 28 BAY SPACES
 TOTAL SPACES PROVIDED: 149 SPACES

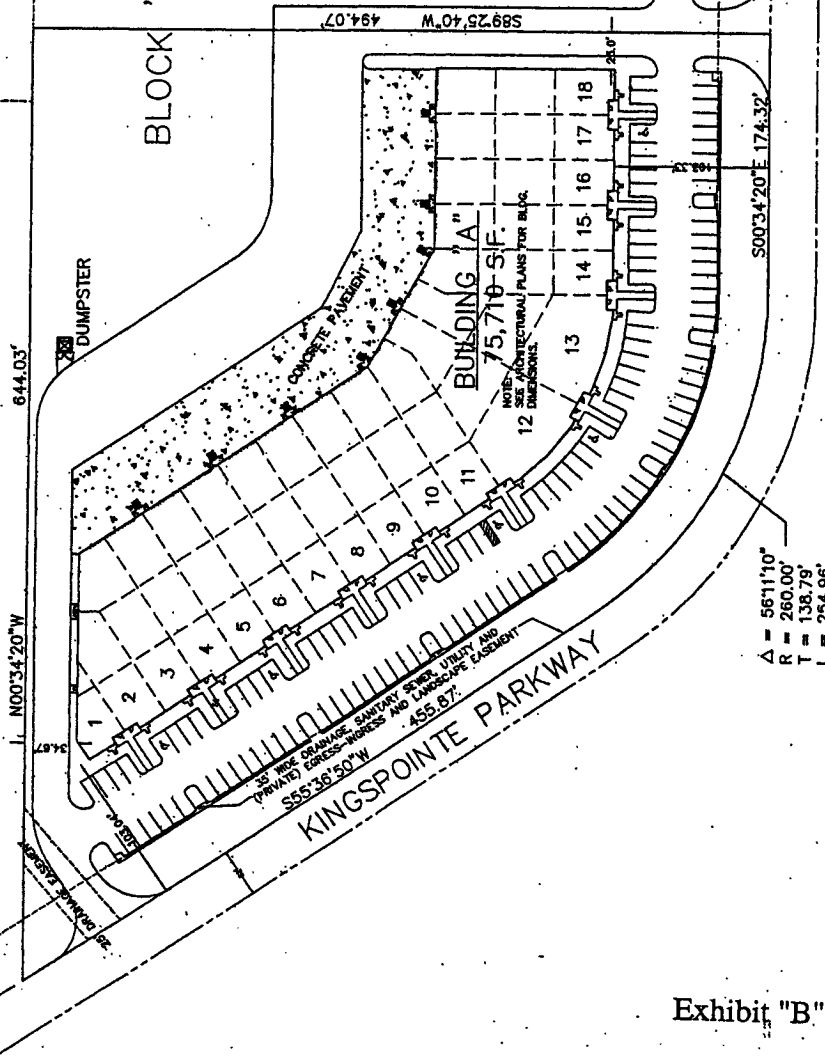


Exhibit "B"

PROJECT NO. 2006-004 SHEET NO. 1 OF 1		DATE: 08/11/2006 SCALE: AS SHOWN	
DRAWN BY: [Signature] CHECKED BY: [Signature]		CONSTRUCTION: [Signature] PROJECT ENGINEER: [Signature]	
CONDOMINIUM SITE PLAN			
Drew Tina Office/Warehouse Condominium CROWNPOINTE COMMERCE PARK PHASE 2			
[Professional Seal and Stamp]			

EXHIBIT "C"

ARTICLES OF INCORPORATION
[See Attached]

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

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

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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: _____

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

EXHIBIT "D"

BY-LAWS
[See Attached]

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

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

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Bylaws
of
DrewTina Commerce Center Property Owners Association, Inc.

(A Not-For-Profit Corporation)

Article I
General

Section 1. Name, Term and Principal Office. The name, term of existence, and principal office of DrewTina Commerce Center Property Owners Association, Inc. ("Association"), shall be as set forth in the Articles of Incorporation.

Section 2. Rights, Powers, and Duties. The Association and its Members, directors, and officers shall have the rights, powers, duties, and functions as set forth in these Bylaws, the Articles of Incorporation, and, as applicable, Chapter 718, F.S., as amended from time to time.

Section 3. Members. The members of the Association ("Members"), their qualifications, manner of admission, and transfer of membership shall be as set forth in the Articles of Incorporation.

Section 4. Definitions. Each capitalized term used in these Bylaws shall have the meaning ascribed to such term in the Declaration of Condominium for DrewTina Commerce Center, a commercial condominium ("Declaration"), and Chapter 718, F.S., and is incorporated by reference in these Bylaws as if set forth herein.

Article II
Officers

Section 1. Title of Officers. The officers of the Association shall consist of a president, a vice president, a secretary, a treasurer, and such other officers as the Board from time to time may deem appropriate.

Section 2. President. The president shall be the chief executive officer of the Association and shall preside at all meetings of the Members and the Board. He shall have the general powers and duties usually vested in the office of president, including the power to appoint committees from among the Members or directors from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association. He shall execute such deeds, contracts, and other instruments in the name and on behalf of the Association (and under its corporate seal when a seal is required) except when such documents are required by law to be otherwise

executed and except when the signing and execution of the documents shall be delegated by the Board to another officer or agent of the Association.

Section 3. Vice President. The vice president(s) shall be vested with all the powers and required to perform all the duties of the president in his absence, and such other duties as may be prescribed by the Board. In the event there is more than one vice president, the Board may prescribe the order in which the vice presidents shall assume control in the absence of the president.

Section 4. Secretary. The secretary shall attend all meetings of the Board and all meetings of the Members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committees when so required. He shall have charge of the minute book and such records and papers as the Board may direct, maintain the mortgage roster(from information provided by mortgage holders and Members), and perform all duties incident to the office of secretary, including the sending of notices of meetings to the members of the Board and committees, and such other duties as may be prescribed by the Bylaws or by the Board or the president. He also shall have custody of the corporate seal and when authorized by the Board shall affix the same to any instrument requiring it and attest the same when appropriate. He shall compile and keep up to date, at the principal office of the Association, a complete list of the Members and their last known post office addresses, and the names and addresses of any proxy holders or voting trustees. The secretary shall make the minute book available for inspection by the Members and directors at all reasonable times. The Board also may designate an Assistant Secretary who shall perform the functions of the secretary when the secretary is absent.

Section 5. Treasurer. The treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as from time to time may be designated by the Board. He shall disburse the funds of the Association as from time to time may be ordered by the Board or by the president, shall make proper vouchers for such disbursements, and shall render to the president and directors, at the regular meetings of the Board or whenever they or any of them shall require, an account of his transactions as treasurer and/or the financial condition of the Association. He shall, in addition, keep all books and records of accounts as may be required by Chapter 718, F.S. or any other applicable law. The accounting records of the Association shall be open to inspection by the Members at all reasonable times, and a summary of the records shall be provided to each Member along with the notice of the annual meeting required in these Bylaws.

Section 6. Manner of Selection and Removal. Officers need not be directors or Members. Officers of the Association shall be elected at each annual meeting of the Board by the affirmative vote of a majority of directors when a quorum is present, and shall hold office at the pleasure of the Board. Any officer may be removed, either with or without cause, and any vacancy in any office may be filled at any meeting of the Board by the affirmative vote of a majority of the directors at which a quorum is present. The Board may appoint other officers and grant them the duties it deems appropriate.

Section 7. Compensation. The Association may pay the officers reasonable compensation.

Section 8. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect upon its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Article III Board of Directors

Section 1. Initial Board and Term of Office. The members of the initial Board shall be as set forth in the Articles of Incorporation. The term of office of each Board member shall be as set forth in Article V, Section 4, of these Bylaws. The Board may, from time to time, increase the number of directors of the Board as they deem to be in the best interests of the Association, provided that such determination shall not affect the term of a duly qualified and seated director of the Board, and further provided that the Board shall consist of not less than three (3) nor more than seven (7) persons. Until changed by action of the Board, the Board initially shall consist of three (3) directors.

Section 2. Powers and Duties. The Board shall have and may exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties, and functions. The Board is authorized to adopt and amend Rules and Regulations, not inconsistent with Chapters 607 or 718, F.S., the Declaration, the Articles of Incorporation, and these Bylaws governing the Units and appurtenances, the common elements, and all the facilities owned or controlled by the Association. The Board may do or cause to be done all other lawful acts and things which are not by law, the Declaration, the Articles of Incorporation, these Bylaws, or otherwise, specifically directed or required to be done or exercised by the Members. When appropriate, the Board may make reasonable delegation of its authority to officers and/or employees of the Association.

The powers of the Board shall specifically include, but not be limited to, the following:

- A. To levy and collect regular and special Assessments.
- B. To use and expend the Assessments collected to maintain, care for and preserve the Units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the Members.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To enter into and upon the Units when necessary, with as little inconvenience to the Members as possible, in connection with said maintenance, care and preservation.
- E. To insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty and the Association and the Members against public liability, and to purchase such other insurance as the Board may deem advisable.
- F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these Bylaws, the Articles, the Declaration, and the rules and regulations promulgated by the Board.
- G. To employ and compensate such personnel as may be required for the maintenance and preservation of the condominium property.
- H. To make reasonable rules and regulations for the occupancy of the Units and the use of the common elements.
- I. To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declarations to have the specific approval of the Board or membership.
- J. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.
- K. To contract for commonly metered Utility Service and levy and collect for same.

Section 3. Manner of Selection and Removal. Directors need not be Members. Subject to the provisions of these Bylaws securing the rights of the Developer to appoint a portion of the directors, each director shall be elected by the Members in such a manner as to achieve staggered terms of service. The Developer shall be entitled to vote as a Member for a director only when permitted by the provisions of Section 718.301, F.S. An election of directors shall be held at the annual Members' meeting at which a quorum is present. Each director shall be elected by a plurality of the Members present at the meeting in person or by proxy.

Notwithstanding anything in the Articles of Incorporation, or these Bylaws to the contrary, the Developer shall be entitled, but not obligated, to elect or designate from time to time all or a part of the directors that will manage the affairs of the Association until the earlier of such time as the Developer (a) no longer holds any Units for sale; (b) does not own any Units within the Condominium; or (c) elects to turn-over control to all Members other than the Developer. After such time that Developer (a) no longer holds any Units for sale; (b) does not own any Units; and/or (c) elects to turn-over control, the Members other than the Developer shall be entitled to elect the directors of the Board.

Nominations for each director vacancy to be filled by election at the next annual Members' meeting shall be made in accordance with the provisions of Section 718.112(2)(d)3. The Board may appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates. If there is no nominee for election to a directorship or if no nominee is elected for such position at the annual meeting, then as soon as practicable thereafter, such directorship shall be filled by appointment of the Board on approval of at least 66% of the remaining members of the Board. In the event of a vacancy on the Board by reason of death, resignation, or otherwise (except an increase in the number of directors on the Board), a majority of the Board, even if the remaining directors constitute less than a quorum, is authorized to fill the vacancy, such successor to hold office as a director continuing until the next election of directors by the Members. In the event of a vacancy on the Board by reason of an increase in the number of directors on the Board, a majority of the Board is authorized to fill the vacancy only for a term of office as a director continuing until the next election of directors by the Members. If after a written request of any Member that a vacancy be filled, the Board fails or refuses to fill the vacancy for a period of ninety (90) days from the receipt of such notice, then the vacancy shall be filled by the Members at a duly called meeting in the same manner as the election of directors provided in these Bylaws.

Section 4. Compensation. The Association may pay Board members reasonable compensation.

Section 5. Committees. The Board may appoint Committees as deemed appropriate in carrying out its purpose, including without limitations an Architectural Review Committee.

Section 6. Accounting Records. The Association shall maintain accounting records for the Condominium according to generally accepted accounting principles, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit which shall designate the name and address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due. Notwithstanding anything herein to the contrary, the Association's duties in this regard shall be governed by relevant provisions of the Condominium Act, including Section 718.111(7).

Section 7. Common or Interested Directors. Each member of the Board shall exercise his or her powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and any of its Directors, or between the Association and any corporation, firm, or association (including Developer) in which any of the Directors of the Association are directors or officers or are pecuniarily or otherwise interested, is either void or voidable because any such directors is present at the meeting of the Board or any committee thereof which authorizes or approves the contract or transaction, or because his or her vote is counted for such purpose, so long as any of the conditions specified in any of the following subparagraphs exist:

(a) the fact of the common directorate or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(b) the fact that the common directorate or interest is disclosed or known to at least a majority of the members of the Association and the members' ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Any common or interested director may be counted in determining the presence of a quorum at any meeting of the Board or committee thereof, which

authorizes, approves or ratifies any contract or transaction but shall not vote on the specific issue or issues in which he or she has a common interest in the outcome.

Article IV
Board of Directors Meetings

Section 1. Quorum. At all meetings of the Board, a majority of directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each director by the president.

Section 2. Annual Meetings. Annual meetings of the Board shall be held as soon as practicable after the annual meeting of the Members at such place as shall be designated by the Board. Regular meetings of the Board may be held at such time and place permitted by law and from time to time as may be determined by a majority of the members of the Board when a quorum is present. Notice of regular and special meetings of the Board shall be given to each director personally or by telegram or by United States mail sent to each director at least seven (7) days prior to the date of the meeting. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings for which separate notice to the directors shall not be required.

Section 3. Special Meetings. Special meetings of the directors may be called by the president or on the written request of any director. All meetings of the Board and any committee of the Board at which a quorum of the members of that committee is present shall be open to the Members, who may speak at such meetings on all designated agenda items. The Board may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements.

Section 4. Notice Requirements. Adequate notice of all meetings of the Board, which notice shall specifically incorporate an identification of agenda items, shall be mailed or delivered to all Members, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by the vote of at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency Special Assessments, or at which amendment to a Rule or Regulation regarding Unit use will be considered, shall be mailed or delivered to the Members not less than fourteen (14) days prior to the meeting. Evidence of compliance of this fourteen-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Notice of any meeting in which regular Assessments against Members are to be considered for any reason specifically shall contain a

statement that regular Assessments will be considered and the nature of any such Assessments.

Section 5. Waiver of Notice. Any director may waive notice of a meeting before, at, or after the meeting and the waiver shall be deemed equivalent to the giving of notice to the director. Attendance at the meeting shall constitute waiver of notice of the meeting, except when the director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

Section 6. Telephonic Meetings. Members of the Board may participate in any meeting of the Board by means of a telephone or video conference. When a telephone or video conference is used, a telephone speaker shall be used so that the discussion may be heard by the directors and the Members present in an open meeting. Directors utilizing telephone or video conference calls may be counted toward obtaining a quorum and may vote over the telephone.

Article V Member Meetings

Section 1. Quorum. Members present in person or represented by proxy, entitled to cast at least fifty-one percent (51%) of the votes of all Members shall constitute a quorum. When a quorum is present at any meeting, a simple majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one on which by express provision of Chapter 718, F.S., the Declaration, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present.

Section 2. Proxy Voting Requirements. All Members may vote by proxy unless prohibited by Chapter 718, F.S., the Articles of Incorporation, or these Bylaws.

Section 3. Proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Member executing it.

Section 4. Annual Meeting. Vacancy Caused by Expiration of Term, and Terms. There shall be an annual meeting of the Members. Except as provided in

these Bylaws, a vacancy on the Board caused by the expiration of a director's term shall be filled by electing a new Board member at such meeting and the election shall be by closed ballot; however, if there is only one candidate for election to fill the vacancy, no election is required. Unless earlier removed, each director shall hold office for three (3) years plus or minus such time so that such term actually shall terminate on the date of the third annual membership meeting following the date of the meeting at which the subject director was elected ("full three-year term"); provided, however, that the Board may determine that any director to be elected at a forthcoming meeting shall have a specified shorter term in order to (i) achieve staggered terms of service for the directors so that once the staggered terms are achieved no more than one director will be elected each year by the Members at the annual Members' meeting until the total number of directors exceeds three or (ii) maintain the staggering of such terms. When the total number of directors exceeds three (3), then the number of directors elected each year shall be as nearly equal as possible.

Section 5. Method of Calling Meetings. All annual and special meetings of the Association shall be held in Orange County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members with the notice of each meeting.

Annual meetings of the Members shall be held on such date and at such time as the Board may select from time to time. Notice of the meeting shall incorporate the agenda, and shall be hand-delivered or sent by United States mail to each Member listed in the membership book of the Association at the address shown in the membership book at least fourteen (14) days prior to the meeting ("Member of Record"). Unless a Member waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Member.

Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration may be called by the president, vice-president, secretary, a majority of the Board, or by the Members having one-tenth (1/10) of the votes of the membership. No business shall be transacted at any special meeting except as stated in the notice of the meeting unless by consent of one-half (1/2) of the Members represented at the meeting either in person or by proxy. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or any member of the Board, not less than fourteen (14) days prior to the date of the meeting, stating the date, time, and place of the meeting, and the purpose or purposes. The Members may waive notice

of a special meeting and shall be deemed to have waived notice by being present at the meeting.

When a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Members shall so advise the Association in writing, or if no address is given, or the Members do not agree, to the address provided on the deed of record. An officer of the Association, or the Manager, or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service Certificate that the notice was mailed or hand-delivered in accordance with Section 718.112(2)(d)2, F.S., to each Member at the address last furnished to the Association.

Section 6. Miscellaneous Provisions. Members of the Board shall be elected by written ballot or voting machine. Proxies may be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, if permitted by Chapter 718, F.S. The election shall be conducted as required by Chapter 718, F.S. The Association and Members shall comply with any rules established by the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") for voting procedures and secrecy of ballots. Elections shall be decided by the plurality of ballots cast. Fifty-one percent (51%) of the voting interests must be present at a Members meeting to constitute a quorum. No Member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Member who needs assistance in casting the ballot for reasons stated in Section 101.051, F.S. may obtain assistance in casting a ballot. Any Member violating this provision may be fined by the Association in accordance with Section 718.303, F.S. The regular election shall occur on the date of the annual meeting.

Section 7. Approval; Written Agreement. Any action which may be taken by the membership pursuant to a duly called meeting may be taken by written agreement without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least fifty-one percent (51%) of the votes of all Members. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of Chapter 718, F.S., the Declaration, the Articles of Incorporation, or these Bylaws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 8. Waiver of Notice. Members may waive notice of specific meetings as allowed in these Bylaws, the Declaration, or any statute.

Section 9. Member Participation. Members have the right to participate in meetings of Members with reference to all designated agenda items. However, the Association may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member participation.

Section 10. Taping Meetings. Any Member may tape record or videotape a meeting of the Members subject to reasonable rules adopted by the Board in accordance with procedures established by the Division.

Article VI Budget Meeting

The Board shall determine an annual budget for the Association and shall mail a copy of the proposed annual budget to the Members not less than fourteen (14) days prior to the Board meeting at which the budget will be considered together with a written notice of the time and place of that meeting. The meeting shall be open to all Members. If an adopted budget requires assessment against the Members in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board, on written application of Members having ten percent (10%) of the votes of the entire membership, shall call a special meeting of the Members within thirty (30) days, on not less than ten (10) days' written notice to each Member. At the special meeting, Members shall consider and enact a budget. The adoption of the budget at such meeting shall require a vote of not less than a majority of the votes of the entire membership. The Board may propose a budget to the Members at the special meeting of Members or in writing, and if the budget or proposed budget is approved by the Members at the meeting or in writing by Members having a majority of the votes of the entire membership, the budget shall be adopted. If a meeting of the Members has been called and a quorum is not attained without adjourning or a substitute budget is not adopted by the Members, the budget adopted by the Board shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, or for the payment of commonly metered Utility Service, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterment to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board, the Board shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of the votes of the entire membership.

If the Board fails for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and Assessment for the previous year shall be increased by fifteen percent (15%) and shall continue in effect until a new budget is adopted.

If the annual assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board. Unpaid Assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

Article VII Annual Budget

Section 1. Basic Requirements. The proposed annual budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications. In addition, if the Association maintains limited common elements with the cost to be shared only by those entitled to use the limited common elements as provided for in Section 718.113(1), F.S., the budget or a schedule attached thereto shall show amounts budgeted therefor.

Section 2. Reserve Accounts. The Board shall have the right to assess Units to establish a reserve fund for commonly metered Utility Service and for deferred maintenance or the future replacement of or additions to the common elements, and such reserve fund shall be held in trust by the Board or its designated nominee.

Section 3. Use of Reserve Funds. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interests, voting in person or by limited proxy present at a duly called meeting of the Association.

Article VIII Assessments

The Association shall collect from the Members their respective shares of the Assessments pursuant to the Declaration, in accordance with the procedure prescribed in the Declaration. A Member's proportionate share of Assessments shall constitute a personal obligation of the Member. Assessments shall be made not less frequently than quarterly in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Any Assessment, unpaid for more than ten (10) days after the due date, shall bear

interest from the due date until paid at the rate of eighteen percent (18%) per annum or such other amount as may be set from time to time by the Board; provided, however, that the rate charged shall not exceed the maximum rate under applicable usury laws, if any. If permitted under Chapter 718, F.S., and at the discretion of the Board, an administrative late fee for each delinquent Assessment, or any installments on them, in an amount then allowed by applicable law, shall be due and payable by the delinquent Member in addition to interest. Any costs of collection, including reasonable collection agency fees and reasonable attorneys' fees incurred in collection of a delinquent Assessment shall be paid by the Member and shall be secured by a lien in favor of the Association on the respective Unit.

The Association may accelerate Assessments of a Member who is delinquent in payment of any Assessment. Accelerated Assessments shall be due and payable as of the date the claim of lien is filed. Accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

Article IX Amendment of Bylaws

Section 1. Method. Amendments to these Bylaws 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, directing that it be submitted to a vote at either the annual or a special meeting of the Members. 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 full text of the proposed amendment, as described in Section 2 below, shall be given to each Member of Record entitled to vote within the time and in the manner provided in these Bylaws for the giving of notice of meetings of Members. If the meeting is an annual meeting, the proposed amendment or summary may be included in the notice of annual meeting.

(c) At such meeting having a quorum in attendance by Members present 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 seventy-five percent (75%) of the number of votes cast by the Members in person or by proxy at such meeting.

Section 2. Procedure. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full

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

Section 3. Nonmaterial Errors. Nonmaterial errors or omissions in the amendment process will not invalidate an otherwise properly promulgated amendment.

Section 4. Specific Prohibitions. No amendment shall make any change in the qualification for membership without approval in writing of all Members and the consent of all record holders of mortgages on any Condominium Property or on property held by the Association. No amendment shall be made that is in conflict with 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 the prior written consent of the Developer.

Article X Transfer Fees

No charge shall be made by the Association or any body thereof in connection with the sale of a Unit unless the Association is required to approve such transfer and a fee for such approval is provided for in the Declaration, Articles, or Bylaws. Any such fee may be preset, but in no event may such fee exceed the amount provided by law per applicant, other than husband/wife or parent/ dependent child, which are considered one applicant. While Unit Owners may lease their Units without the prior approval of the Association, the Association may require that a prospective lessee or the Owner of the Unit place a security deposit, in an amount not to exceed the equivalent of one month's rent, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements, limited common elements, and/or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83, F.S..

Article XI Fidelity Bonds

[INTENTIONALLY OMITTED]

Article XII
Removal

Subject to the provisions of Section 718.301 F.S., as enacted upon the date of recordation of the Declaration, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Members. A special meeting of the Members to recall a member or members of the Board may be called by ten percent (10%) of the Members giving notice of the meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Developer. If any Director fails to pay any Assessment levied by the Board, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Article XIII
Arbitration

In the event of a dispute as defined in Section 718.1255, F.S., the disputing parties must arbitrate their dispute(s) in accordance with the provisions of Section 718.1255, F.S..

Article XIV
Default

Section 1. Delinquent Payment. In the event a Member does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board, may enforce its lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

Section 2. Foreclosure. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale, and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Unit which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and

refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Owner of the Unit.

Section 3. Violation. In the event of a violation of the provisions of the Declaration, the Articles or these Bylaws, which violation is not corrected within ten (10) days after notice from the Association to the Member to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. The Association shall not impose a fine (a late charge shall not constitute a fine) unless and until the violator is served with a written notice stating: (a) that the violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine and be provided with a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration, Bylaws or rules which have been violated; (c) a short and plain statement of the matters asserted by the Association; and (d) that all rights to have the fine considered are waived if a hearing is not requested within ten days of the date of the notice.

If a hearing is requested, it shall be before the Board or a committee appointed by the Board to hear violations, if established, and the alleged violator shall be given a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The minutes of the meeting shall contain a written statement of the results of the hearing.

Nothing contained in this Article shall be construed to require the Association to furnish notice to any Member of his failure to pay any Assessment, sum or other charge due to the Association. In the event such legal action is brought against a Member and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

Section 4. Consent. Each Member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Members to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Members, and to preserve each Member's right to enjoy his Unit free from unreasonable restraint and nuisance.

Article XV
Common Elements; Limited Power to Convey

The Association has a limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Article XVI
Additional Provisions

Section 1. Miscellaneous. Should any paragraph, sentence, phrase, or portion of any provision of these Bylaws ("provision") be held invalid or held inapplicable to certain circumstances, it shall not affect the validity of the remaining parts or the application of such provision to different circumstances. If any provision of these Bylaws conflict with any applicable law, statute, rule, regulation, or ordinance (collectively "law"), the provision shall be deemed to comply with the law. If any provision of these Bylaws conflicts with the Declaration, the provision shall be deemed to comply with the Declaration.

Section 2. Indemnification. Every officer and director shall be indemnified by the Association against all expenses and liabilities, including reasonable attorneys' fees, incurred and imposed in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or director, whether or not he is an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if he is adjudged guilty of gross negligence or willful misconduct or shall have breached his fiduciary duty to the Members. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

Section 3. Corporate Seal. The Association shall have a seal in circular form with two concentric circles having within their circumference the words "DrewTina Commerce Center Property Owners Association, Inc., a Florida not for profit corporation," and the year of incorporation in the center of that circle.

Section 4. Construction. Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires. Should any of the provisions of these Bylaws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

EXHIBIT "E"

UNDIVIDED SHARE OF COMMON ELEMENTS AND FRACTIONAL SHARE AS TO COMMON EXPENSES AND SURPLUS

<u>Unit Number</u>	<u>Square Feet Inside Unit</u>	<u>Undivided Share of Common Elements and Common Expenses/Surplus</u>
Unit #1	1,381	1041/75,710
Unit #2	2,930	2930/75,710
Unit #3	4,171	4171/75,710
Unit #4	4,100	4100/75,710
Unit #5	4,100	4100/75,710
Unit #6	4,100	4100/75,710
Unit #7	4,100	4100/75,710
Unit #8	4,100	4100/75,710
Unit #9	4,100	4100/75,710
Unit #10	4,100	4100/75,710
Unit #11	4,199	4199/75,710
Unit #12	6,870	6870/75,710
Unit #13	6,822	6822/75,710
Unit #14	4,236	4236/75,710
Unit #15	4,100	4100/75,710
Unit #16	4,100	4100/75,710
Unit #17	4,100	4100/75,710

Unit #18	4,100	4100/75,710
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The foregoing determination is based upon the current plot plan for the Condominium. The as-built square footages may vary from the foregoing, but no adjustment shall be made in the foregoing assignment of shares unless Developer elects to subdivide a Unit. In the event the Developer elects to subdivide one or more Units, then the foregoing square footages shall be adjusted accordingly and the undivided share for any such Units shall be re-calculated based on a ratio of which the numerator shall be the number of net square feet inside the Unit as revised and the denominator shall be 75,710, the total number of net square feet included inside all Units.

EXHIBIT "F"

PROHIBITED USES

1.1 Prohibited Uses. In addition to those uses which are inconsistent with applicable zoning or are prohibited or restricted by other recorded covenants, conditions, restrictions or easements, specifically including, without limitation, the Commerce Park Declaration, the following businesses shall not be transacted within any of the Units notwithstanding that the uses may otherwise be permitted under local zoning rules and regulations: veterinary clinic or kennel; funeral parlor or crematorium; any business involving adult related entertainment appealing to the prurient interest (which shall include, but not be limited to the sale of adult oriented books and videos involving nudity, peep show store, strip club, or other similar business); massage parlor; cabinet manufacturing; automotive body repair business; call centers; truck terminals and truck stop-type facilities; any industrial use, other than light manufacturing activities which otherwise comply with the restrictions herein; residential use; cocktail lounge; bar; disco; bowling alley; pool hall; billiard parlor; skating rink; roller rink; amusement arcade; children's play or party facility; second hand store; odd lot, closeout or liquidation store; auction house; flea market; educational or training facility; blood bank; sleeping quarters or lodging; the housing or raising of animals; the sale, leasing or storage of automobiles, boats or other vehicles; a car wash; an assembly hall; off track betting establishment; bingo parlor; a restaurant; any business which uses an excessive amount of parking; and/or any business which stores or generates chlorine, hazardous materials, biohazardous materials, hazardous wastes or biohazardous wastes as defined by applicable federal, State or local laws, or such other restrictions as Developer or Association may provide to any deed of conveyance, or by amendment to this Declaration.

1.2 Additional Restrictions. No Owner, tenant or other occupant shall:

- (A) paint or otherwise change the appearance of any exterior wall, door, window, patio, or any exterior surface; tint color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board; plant any planting outside of a Unit except upon written approval of the Board of Directors of the Association; erect any exterior lights or signs (except as otherwise provided herein); or erect or attach any structures or fixtures within the Common Elements.

- (B) make any structural additions or alterations without prior written consent of the Association (except the erection or removal of non-support carrying interior partitions wholly within the Unit). Any such additions or alterations shall be performed by a licensed contractor in accordance with applicable Building Codes, laws and ordinances and in accordance with plans and specifications and a schedule of commencement and completion previously approved in writing by the Board of Directors of the Association.
- (C) permit loud or objectionable noises or obnoxious odors to emanate from the Unit that may cause a nuisance to the occupants of other Units, in the sole opinion of the Board of Directors of the Association.
- (D) fail to conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units and the Common Elements which may be adopted from time to time by the Board of Directors, or fail to allow the Board of Directors or its designated agent to enter the Unit or assigned storage areas at any reasonable time to determine compliance with the Condominium Act, this Declaration, or the Bylaws and regulations of the Association.
- (E) erect, construct or maintain wires, antennas, satellite dishes or other equipment or structures on the exterior or roof of the Building or on or in any of the Common Elements, except with the written consent of the Board of Directors of the Association (which may be granted or denied in the Board's sole discretion).
- (F) permit or suffer anything to be done or kept in a Condominium Unit or assigned storage area or in the Common Elements which will increase insurance rates on any Unit or on the common property.
- (G) commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Elements.
- (H) obstruct the common way of ingress or egress to the other Units or the Common Elements.
- (I) with respect to non-commercial vehicles, park anywhere on site other than in provided parking spaces or in front of their own Unit, provided they do not impede the designed flow of traffic.
- (J) allow anything to remain in the Common Areas which would be unsightly or hazardous or hang any unsightly objects which are visible outside of the Unit.

- (K) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, or allow excessive rubbish, refuse, garbage or trash to accumulate so as to overburden the receptacles.
- (L) allow any fire or health hazard to exist.
- (M) fail to keep their Unit in a clean and sanitary condition.
- (N) make use of the Common Elements in such a manner as to abridge the equal rights of the other Unit Owners to their use and enjoyment.
- (O) park vans or trucks (except for delivery vans or trucks used in the businesses conducted on the Condominium Property provided that the number of delivery vans or trucks is not excessive as determined by the Board of Directors), boats, campers, trailers, mobile homes and similar vehicles in any parking area, unless, in the case of a van or pickup truck, such vehicle is for the personal use of a Unit Owner, a tenant of a Unit Owner or customers. Service vehicles and trucks located in the truck bays are excluded from this provision.
- (P) lease a Unit without the prior written approval of the Board of Directors or its duly authorized officer for any period of time, so that the high quality of this Condominium shall be maintained and so that it shall not become a facility for transient and unstable businesses, practices or operations. During the time a Unit is leased or occupied by others, the Unit Owner shall not have the right to use the Common Elements and facilities except as a guest of another Unit Owner or lessee and the lessee shall fully comply with all the covenants and restrictions set forth herein.
- (Q) use a Unit for any purpose which violates Federal, State or local laws.
- (R) allow any animals to be kept overnight in the Unit other than tropical fish.
- (S) place a load upon any floor of its Unit, including mezzanine area, if any, which exceeds the load per square foot that such floor was designed to carry and that is allowed by law. Heavy objects shall stand on platforms to properly distribute the weight. All damage done to the Building by the placement, maintaining or moving of such equipment or other property shall be repaired at the expense of the Unit Owner.

- (T) Forklifts which operate on asphalt areas shall only use tires that do not damage the asphalt.
- (U) use any method of heating or air conditioning other than that approved by the applicable governmental authorities.
- (V) go on the roof without Developer's permission.
- (W) permit trucks, tractors or similar vehicles to be parked anywhere other than in its own truck bay. Tractor-trailers which must be unhooked or parked with dolly wheels beyond the concrete loading areas must use steel plates or wood blocks under the dolly wheels to prevent damage to the asphalt paving surfaces. No parking or storing of such trailers will be permitted in the parking areas or on streets adjacent thereto, except that parking is permitted in the truck bays.
- (X) during periods of loading and unloading, unreasonably interfere with traffic flow and loading and unloading areas of other Owners.
- (Y) All products, materials or goods must be stored within the Unit Owner's Unit and not in any exterior areas, including, but not limited to, exterior dock platforms or the truck bays, against the exterior of the Building, or in the parking areas and driveway areas. Unit Owners agree to keep the exterior of the Unit clean and free of nails, wood, pallets, packing materials, barrels and any other debris produced from their operation.

1.3 Limitations on Usage Within Certain Units. Notwithstanding anything herein to the contrary, with the exception of those Units which are Office Units, no more than twenty percent (20%) of the square footage of any Unit shall be used for Office Purposes, it being the intent that a minimum of eighty percent (80%) of the square footage of each Unit (except the Office Units) shall be used for Warehouse Purposes, unless otherwise approved in advance by Developer, in its sole discretion.

1.4 Proviso. Provided, however, notwithstanding anything to the contrary contained herein until the Developer has closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, shall interfere with the sale of the Condominium Units. Developer may make such use of the unsold Units, Common Elements and common areas as may facilitate such completion and sale, including, but not limited to maintenance of a sales office, showing of the property, and the display of signs.