

InBack Office Park Condominium Association, Inc.

RULES AND REGULATIONS

InBack Office Park Condominium Association reserves the right, without the approval of Tenant, to rescind, add to and amend any rules or regulations, to add new reasonable rules or regulations and to waive any rules or regulations with respect to Unit Owners/Unit Owner's Tenants. Unit Owner/ Tenant shall provide a copy of these rules and regulations to each of its employees to facilitate compliance with these standards.

The normal Operating Hours for the Office Park are **7:00am until 5:30pm** – Monday through Friday with occasional use after hours and weekends.

The entry drive, parking lot other than marked parking spaces and sidewalks of the Office Park shall not be obstructed, and shall not be used by **Owner/Tenant**, or the employees, agents, servants, visitors or invitees Tenant, for any purpose other than ingress and egress to and from the Premises. None of the **Owner/Tenant's** merchandise is to be displayed on the sidewalks or any exterior areas of the Office Park. No skateboards, roller skates, roller blades or similar equipment shall be used in or about the Office Park.

No freight, furniture or other large or bulky merchandise or equipment of any description will be received into the Office Park except in such a manner during such hours and passageways as may be approved or designated by Landlord, and then only upon having been scheduled in advance. Any hand trucks, carryalls, or similar equipment used for the delivery or receipt of merchandise or equipment shall be equipped with rubber tires, side guards and such other safeguards as the Association shall reasonably require. Although Landlord or its personnel may participate or assist in the supervision of such movement, Tenant assumes financial responsibility for all risks as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including any equipment, property or personnel of Landlord damaged or injured in connection with carrying out this service for Tenant.

The Unit Owner/ Landlord shall have the right to prescribe the weight, position and manner of installation of safes or other heavy equipment which shall, if considered necessary by Landlord, be installed in a manner which shall insure satisfactory weight distribution. All damage done to the Office Park by reason of a safe or any other article of Tenant's equipment being on the Premises shall be repaired at the expense of Tenant. The time, routing and manner of moving safes or other heavy equipment shall be subject to **prior approval by Landlord and the Association.**

Tenant, or the employees, agents, servants, visitors or invitees of Tenant, shall not at any time place, leave or discard any rubbish, paper, articles or object of any kind whatsoever outside the doors of the Premises or passageways of the Office Park.

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Owner/Tenant shall not place, or cause to allow to be placed, any sign, placard, picture, advertisement, notice or lettering whatsoever, in, about or on the interior glass or exterior of the Premises or Office park except in and at such places as may be designated by the Association and consented to by the Association **in writing**. Any such sign, placard, advertisement, picture, notice or lettering so placed without such consent may be removed by the **Association** without notice to and at the expense of the **Owner/Tenant**. All lettering and graphics on doors and windows of the buildings must be approved by the Association.

Owner/Tenant shall not place, or cause or allow to be placed, any satellite dish, communications equipment or microwave receiving equipment, antennae or other similar equipment about or on the exterior of the Premises, Building or Office Park. Any such equipment so placed may be removed by the Association with notice to and at the expense of **Owner/Tenant**.

Canvassing, soliciting or peddling in the Office Park is prohibited and **Owner/Tenant** shall cooperate reasonably to prevent same.

If Tenant desires additional security service for the Premises, Tenant shall have the right (with advance written consent of Landlord) to obtain such additional service at Tenant's sole cost and reasonable precautions to protect property from theft, loss or damage. The Association shall not be responsible for the theft, loss or damage of any property or for any error with regard to the exclusion from or admission to the Office park of any person. In case of invasion, mob, riot, or public incitement, the Association reserves the right to prevent access to the Office Park during the continuance of same by taking measures for the safety of the Tenants and protection of the Office Park and property or persons therein.

Only workmen designated and/or approved by Landlord may be employed by Tenant for repairs, installations, alterations, paint in, material moving and other similar work that may be done in or on the Office Park.

Owner/Tenant shall not bring or permit to be brought or kept in or on the Premises or Office Park any flammable, combustible, corrosive, caustic, poisonous, or explosive substance, or firearms, or cause or permit any odors to permeate in or emulate from the Premises, or permit or suffer the Office Park to be occupied or used in a manner offensive or objectionable to the **Association** or other occupants of the Office Park by reason of light, radiation, magnetism, noise, odors and/or vibrations.

Owner/Tenant shall not mark, paint, drill into, or in any way deface any part of the Office Park or the Premises. No boring, driving of nails or screws, cutting or stringing of wires shall be permitted, except with the **prior written consent** of the Association which consent shall not be unreasonably withheld or delayed.

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Tenant shall not install any resilient tile or similar floor covering in the Premises except with the prior approval of the **Landlord**, which approval shall not be unreasonably withheld or delayed.

No additional locks or bolts of any kind shall be placed on any door in the Premises and no lock on any door therein shall be changed or altered without first informing the **Landlord** of Tenant's intent to do so. All keys shall be returned to Landlord upon the termination of this Lease and Tenant shall give to Landlord the explanations of the combinations of all safes, vaults and combination locks remaining with the Premises. All entrance doors to the premises shall be left closed at all times and left locked when the premises are not in use.

Owner/Tenant shall give immediate notice to the Association in case of known theft, unauthorized solicitation or accident in the premises or in the Office Park, or of known defects therein or in any fixtures or equipment, or of any known emergency in the Office Park.

Tenant shall not use the Premises or permit the Premises to be used for photographic reproductions, except in connection with its own business and not as a service for others without the Association's prior written permission.

No animals or birds shall be brought or kept in or about the Office Park with the exception of service animal accompanying visually handicapped persons.

No awnings, draperies, shutters or other interior or exterior window coverings that are visible from the exterior of the Premises may be installed by **Owner/Tenant** without the Association's prior written consent.

Owner/Tenant shall not place, install or operate within the Premises or any other part of the Office Park any engine, stove, or machinery, or conduct mechanical operations therein, without the written consent of the Association. No vehicles, equipment or other apparatus is to be cleaned and/or washed nor machinery oil be changed anywhere in the Common Areas of the Office Park including the areas at the rear of the buildings.

No portion of the Premises or any other part of the Office Park shall at any time be used or occupied as sleeping or lodging quarters.

Owner/Tenant shall at all times keep the premises neat and orderly.

The bathrooms, ~~urinals, wash bowls~~ and ~~there~~ **their** apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expenses of any

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breakage, stoppage or damage, resulting from the violation of this rule shall be borne by the **Owner**/Tenant who (or whose employees or invitees) shall have caused such damage.

All tenant modifications resulting from alterations or physical additions in or to the Premises must conform to all applicable building and fire codes. Tenant shall obtain written approval from the **Unit owner and the management** office prior to commencement of any such modifications and shall deliver "As Built" plans to the management office upon completion.

Tenant agrees to place all indoor potted plants requiring water within a container capable of collecting water overflow, such containers to be approved and/or supplied by Landlord, at Tenant's sole expense. Tenant agrees to use caution so that indoor plants do not damage or soil the Premises.

Owner/Tenant shall not park (and shall insure that ~~Tenant's~~ employees, agents, and invitees do not park) in any reserved parking space other than those reserved parking spaces, if any, specifically assigned to **Owner/Tenant**. All employees are to park in the **upper lot** of Outback Steakhouse during normal business hours. Any vehicle improperly parked, or parked in any unauthorized parking area in the Office Park, shall be towed at the vehicle owner's expense and without further or additional notice.

Persons using the **parking areas**, do so at their own risk. The Association specifically disclaims all liability, except when caused solely by its gross negligence or willful misconduct, for any personal injury incurred by users of the **parking areas**, their agents, employees, family, friends, guests or invitees, or as a result of damage to, theft of, or destruction of any vehicle or any contents thereof as a result of the operation or parking of vehicles in the **parking areas**.

Please notify the Association to report any infractions or requests:

Property Manager Jen Quick – 727-642-0084, Email flajena72@yahoo.com

or in writing at

InBack Office Park Office Condominium Association, Inc.

2231 HWY 44 West **Box 205**

Property Manager

Inverness, Florida 34453

Signed: _____

Owner/Tenant
(Circle one)

Company Name

Print: _____ Date: _____

**BYLAWS
OF
INBACK OFFICE PARK CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not-for-Profit)**

ARTICLE I - GENERAL

Section 1 - Name and Address. The name, address and term of existence of the Association shall be set forth in the Articles of Incorporation.

Section 2 - Powers. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation. The officers of the Association shall be managed and operated by the Board of Directors.

Section 3 - Members. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

ARTICLE II - MEETINGS

Section 1 - Meetings. All annual and special meetings of the Association shall be held at such place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meeting.

Section 2 - Annual Meetings. Annual meetings of the members of the Association shall be held by the end of the month of January of each year at a date, time and place fixed by the Board of Directors. Unless waived in writing, notice of the meeting, which shall include an agenda, shall be mailed to each member not less than fourteen (14) days prior thereto.

Section 3 - Special Meetings. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or any Declaration of Condominium naming this Association as the association thereunder, may be called by the President, Secretary, or a majority of the Board of Directors.

Section 4 - Special Meeting Business. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of persons present having two-thirds (2/3rds) of the votes. Unless waived in writing, notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or the Board of Directors, not less than fourteen (14) days before the date thereof, stating the date, time and place of the meeting and the purpose or purposes thereof. Unless waived as herein provided, notice shall be deposited in the mail, postage prepaid, and addressed to the members' last known address according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice.

Section 5 - Proof of Notice. The officer of the Association giving notice shall provide an affidavit, to be included in the official records of the Association, affirming that a notice of the Association meeting was mailed or hand delivered to each owner at the last address furnished to the Association as required by these Bylaws. If a waiver is obtained, the waiver of notice shall be included in the official records of the Association.

Section 6 - Quorum. Persons entitled to at least two-thirds (2/3rds) of the votes of the Association shall constitute a quorum.

Section 7 - Majority Vote. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the express provision shall govern and control.

Section 8 - Proxies. Unit owners may vote in person or by 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 of longer than ninety (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 unit owner executing it. A general power of attorney shall not be used as a proxy or for voting on behalf of a unit owner.

Section 9 - Voting Certificates. When a unit has more than one owner or is owned by a corporation, partnership or other artificial entity, the record owners of the unit shall designate in writing one owner, or in the case of a corporation or other entity an officer of the owner, who shall be authorized to vote and represent the unit. Any record owner of a unit shall be eligible to serve as an officer or director of the Association whether designated as the unit representative on the voting certificate or not.

Section 10 - Order of Business. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting.

ARTICLE III - BOARD OF DIRECTORS

Section 1 - Number and Term. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2 - Annual Meeting. The annual meeting of the Board shall be held immediately following the annual meeting of the members and at the same place.

Section 3 - Regular Meetings. 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 the Directors, and special meetings may be called by the President or a majority of the Board. Unless waived in writing, notice of regular and special meetings of the Board shall be given to each Director by telegram, hand delivery, or by United States mail sent at least three (3) days prior to the meeting. The Board may, by resolution duly adopted, establish regular monthly, quarterly, or semiannual meetings.

Section 4 - Quorum. At all meetings of the Board, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. A member of the Board may submit in writing his or her agreement or disagreement with any action taken at a meeting that the Board member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.

Section 5 - Order of Business. The order of business of all meetings of the Board shall be as prescribed in an agenda furnished each member of the Board by the President, Secretary or other officer.

Section 6 - Powers and Duties. The Board shall have and 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 may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

Section 7 - Limited Power to Convey Common Elements. The Board of Directors, on behalf of the Association, shall have the limited power to convey a portion or portions of the common elements to a condemning authority for purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

Section 8 - Bonding. All persons who control or disburse funds of the Association shall be insured or bonded in the sum of not less than an amount equal to the maximum funds that will be in the custody of the Association or its management agent at any one time. The cost of bonding shall be a common expense.

Section 9 - Recall. Any member of the Board may be recalled at any time, with or without cause, by the members of the Association in the manner provided by the Condominium Act.

ARTICLE IV - OFFICERS

Section 1 - Officers. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

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 of Directors. The President shall have the general powers and duties usually vested in the office of President, including, but not limited to, the power to appoint committees from among the members or Directors from time to time as deemed appropriate to assist in the conduct of the affairs of the Association. The President 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 or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 3 - Vice-President. The Vice-President or Vice Presidents shall be vested with all of the powers required to perform all the duties of the President in the President's absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

Section 4 - Secretary. The Secretary shall keep, or cause to be kept, the minutes of all proceedings of the Directors and the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and affix it to instruments

requiring a seal when duly signed. The Secretary shall keep, or cause to be kept, the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 5 - Treasurer. The Treasurer shall have responsibility for all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep, or cause to be kept, the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of Treasurer.

Section 6 - Other Officers. The Board of Directors may create and appoint such other and additional officers as they shall, from time to time, deem necessary and appropriate to assist with the affairs of the Association.

Section 7 - Removal of Officers. Any officer may be removed at any time, with or without cause, upon a favorable vote of a majority of the full Board of Directors.

ARTICLE V - MANNER OF COLLECTING FROM THE UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

The Association shall collect from the unit owners their respective shares of the common expense in accordance with procedure prescribed in the Declaration of Condominium and the applicable provisions of Chapter 718, Florida Statutes.

ARTICLE VI - AUTHORITY OF DIRECTORS

Section 1 - Rules and Regulations. The Board of Directors is authorized to adopt or to amend rules and regulations and statements of policy, not inconsistent with the Declaration of Condominium and the Articles of Incorporation of INBACK OFFICE PARK CONDOMINIUM ASSOCIATION, INC., governing the manner of use of the units and

appurtenances, the common elements, and all the facilities owned or controlled by the Association.

Section 2 - Inspection of Records. The Association shall maintain accounting records, current copies of the Declaration of Condominium, the Articles of Incorporation, Bylaws, rules and regulations, and other documents, books, records and financial information for the condominium. All accounting records shall be maintained in accordance with good accounting practices. All such records and documents shall be open to inspection by unit owners or their authorized representatives or by the holders, insurers or guarantors of any first mortgage at all reasonable times.

Section 3 - Audited Financial Statement. The Board of Directors, upon request of the holders of fifty-one percent (51%) or more of first mortgages, shall provide an audited financial statement to said mortgagees. The expense for said statement shall be borne by the said mortgagees and shall be furnished by the Board of Directors within a reasonable time following such request.

ARTICLE VII - AMENDMENT

Amendments to the Bylaws shall be proposed to the membership of the Association in writing. An affirmative vote of two-thirds (2/3rds) of the entire membership shall be necessary to amend the Bylaws.

ARTICLE VIII - ANNUAL BUDGET

Section 1 - Annual Budget. The annual budget shall be adopted by the Board of Directors at the organizational meeting of the Board of Directors following the annual members meeting. By resolution adopted by not less than two-thirds (2/3rds) of the members of the Board of Directors, the Board of Directors may change the fiscal year for


the Association and may change the date of the meeting at which the Board of Directors shall adopt the budget.

Section 2 - Reserves. In addition to actual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on the estimated remaining useful life and upon estimated replacement cost of each reserve item. The Board of Directors may establish an alternative policy with regard to reserves.

ARTICLE IX - SEVERABILITY

If any paragraph, sentence, clause or portion thereof or any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

The foregoing were adopted as the Bylaws of INBACK OFFICE PARK CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors.


Theresa C. Limric
President

modification to the common elements, or any additions or improvements thereto shall be made by the Board of Directors without the prior approval of not less than two-thirds (2/3rds) of the total voting interest of the condominium. No additional units shall be created upon the condominium property without the unanimous approval of the total voting interests of the Association.

16. EASEMENTS

A. Authority to Grant Easements. The Association shall have the authority to grant permits, licenses and easements over the common elements, and to move or modify the same, for utilities, ingress and egress, cable television service and for other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

B. Encroachments. If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

C. Ingress and Egress. Unit owners shall have easements over and across the common elements for ingress and egress to adjacent public rights of way over designated entrances and exits as more particularly described on Exhibit A attached hereto.

17. LEASE OF UNITS BY A UNIT OWNER

A. Leases and Rentals. Any rental by an owner of a unit shall be in writing and shall be for a minimum period of not less than twelve (12) months. The restriction limiting the terms of rentals may be amended only by the affirmative vote of two-thirds (2/3rds) of

the voting interests in the condominium. The purpose of this rental restriction is to maintain a congenial and stable commercial complex, non-transitory in nature, and this covenant shall exist until amended or until the condominium is terminated.

B. Copies of Condominium Documents. The Board of Directors of the Association shall make available current copies of the Declaration of Condominium, Articles of Incorporation, Bylaws, Rules and Regulations, the most recent financial statements and other such documentation to any prospective transferee of a unit, at the Association's actual cost for preparing or furnishing the copies.

18. LIABILITIES AND REMEDIES

A. Payment of Assessments. Each unit owner shall pay the assessments or assessment installment against the unit on or before the first day of the month in which such assessments are due, and any and all assessments or assessment installments levied shall bear interest at the maximum rate allowed by law, applicable to individuals, from and after the date that they shall become due. No owner may be exempt from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of the unit.

B. Claim of Lien. All such assessments or assessment installments levied upon each unit or unit owner shall constitute a lien in favor of the Association against the owner's unit, effective as to the fixed monthly assessment on the first day of each month and as to additional assessments or assessment installments, if any, as of the date when the common expense giving rise thereto was incurred by the Association. Such lien shall be

N. "Unit Owner" or "Owner" means the record owner of a condominium parcel, and if there is more than one (1) record owner, then all such owners collectively, of fee simple title to any portion of the unit as disclosed by the Public Records maintained by the Clerk of the Circuit Court of Citrus County, Florida.

O. "Voting Certificate" means a document which designates one of the owners, or the corporate, partnership or entity representative who will vote and represent the voting interest of the unit.

4. THE UNITS

A. Identification. Each of the units is identified and designated as set forth in the survey contained in Exhibit A attached hereto and by reference made a part hereof.

B. Boundaries. Each unit consists of (1) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubicle of space enclosed by any terrace, (2) all interior dividing walls and partitions (including the space occupied by such interior walls or partitions but excepting load-bearing interior walls and partitions), and all screening enclosing the terraces, and the exterior balconies and deck areas abutting or appurtenant to the enclosed portions of the unit, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the unit, (4) entry ways into the unit, and (5) all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, commencing at

the point of disconnection from the structural body of the condominium building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems not designated for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

5. COMMON ELEMENTS

A. Ownership Percentage. The undivided interest in the common elements and common surplus which is appurtenant to each unit shall be allocated among the units and each unit is hereby assigned an ownership interest therein based upon the square footage of each unit which shall be as follows: 35% for Unit 101; 13% for Unit 102; 13% for Unit 201; 13% for Unit 202; and 26% for Unit 203. The undivided ownership percentage in the common elements appurtenant to a unit shall remain constant unless amended in writing by the unit owners and the mortgagees of the units as required by the Condominium Act. These calculations are based upon the following information:

Total Area = 11,143 Sq. Ft.

<u>Unit</u>	<u>Area</u>	<u>Percentage of Total Area</u>
101	3,917 Sq. Ft.	35%
102	1,500 Sq. Ft.	13%
201	1,424 Sq. Ft.	13%
202	1,442 Sq. Ft.	13%
203	2,860 Sq. Ft.	26%
Total		100.0000%

B. Identification. The common elements appurtenant to each unit shall include, but are not limited to:

ARTICLE X - VOTING

Section 1. Each unit shall be entitled to vote based upon its percentage of ownership interest in the common elements and common surplus as set forth in the Declaration of Condominium, and such percentage may not be divided. Any unit owned by more than one person or by a corporation, partnership, or trust shall be entitled to vote only the full percentage as set forth above, to be cast by a designee of the holder or holders. If the designation is not filed with the Secretary prior to the commencement of the meeting in which the vote may be exercised, the unit shall not be voted. The designation may be drawn to apply to a specific meeting or to any and all meetings until revoked by the owner or owners of the unit.

Section 2. Votes may be cast either in person or by proxy. No power of attorney may be used for purposes of voting. All proxies and voting trust agreements must be in writing and filed with the Secretary before the convening for each meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof.

Section 3. All members of the Association shall be entitled to vote upon matters affecting the Association, its property, and other possessory interests or uses and election of Directors.

Section 4. A membership shall be deemed in "good standing" upon evidence of ownership of a condominium unit and current payment of all dues and assessments, and membership shall pass as an appurtenance thereto.

After Recording Return to:

OS Inverness Land Condominium Association, Inc.
c/o Private Restaurant Properties, LLC
2202 North West Shore Blvd., Suite 475
Tampa, FL 33607
Attn: Laureen Sustachek, Director of Lease Administration



2008013611 20 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$171.50
2008013611 BK:2202 PG:1540
03/20/2008 02:26 PM 20 PGS
JCARROLL,DC Receipt #007530

AMENDMENT TO DECLARATION OF LAND CONDOMINIUM OF OS INVERNESS LAND CONDOMINIUM

This Amendment to Declaration of Land Condominium of OS Inverness Land Condominium is made this 17th day of March, 2008, by Private Restaurant Properties, LLC, a Delaware limited liability company successor-in-interest to Outback Steakhouse of Florida, LLC, a Florida limited liability company (formerly known as Outback Steakhouse of Florida, Inc., a Florida corporation) (the "Owner of the OS Unit") and Inback Office Park, LLC, a Florida limited liability company (the "Owner of the Limric Unit").

RECITALS

On August 16, 2006, Outback Steakhouse of Florida, Inc., a Florida corporation, filed that certain Declaration of Land Condominium of OS Inverness Land Condominium (the "Declaration"), which was recorded in Official Records Book 2039, Page 2443, of the Public Records of Citrus County, Florida.

The Owner of the OS Unit and the Owner of the Limric Unit are all of the Unit Owners (as defined in the Declaration).

Pursuant to the terms of Section 5.1 of the Declaration, the Unit Owners may amend the Declaration.

The Unit Owners have determined that a condominium association is required for the Condominium Property (as defined in the Declaration), and therefore desire to amend the Declaration pursuant to Section 14 thereof to evidence the creation of a condominium association.

NOW, THEREFORE, the Unit Owners hereby amend the Declaration as follows.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein shall have the same meaning given thereto in the Declaration, unless separately defined herein.

2. **Assignment of Maintaining Owner's Rights.** All rights, responsibilities and obligations of the Maintaining Owner under the Declaration are assigned to OS Inverness Land Condominium Association, Inc., a Florida corporation not-for-profit (the "Association"), and the

Owner of the OS Unit is hereafter released from all responsibility and liability as Maintaining Owner under the Declaration.

3. **Assumption by Association of Maintaining Owner's Rights.** The Association, by its joinder herein, accepts the assignment made in Paragraph 2 and assumes all rights, responsibilities and obligations of the Maintaining Owner under the Declaration.

4. **Membership and Voting Rights.** Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to cast votes, in accordance with the provisions of the Bylaws (as hereinafter defined) and the Articles (as hereinafter defined), as set forth below:

<u>Unit</u>	<u>Votes</u>
Limric Unit	21.88
OS Unit	78.12

"Articles" mean the Articles of Incorporation of the Association, a copy of which are attached hereto as Exhibit "A". "Bylaws" means the bylaws of the Association, a copy of which are attached hereto as Exhibit "B".

5. **Ownership of common surplus and share of common expenses.** The undivided share of ownership of the common surplus and the share of liability for common expenses, appurtenant to each Unit, is as set forth below:

<u>Unit</u>	<u>Percentage Share</u>
Limric Unit	21.88%
OS Unit	78.12%

IN WITNESS WHEREOF, the Unit Owners have caused this Amendment to Declaration of Land Condominium of OS Inverness Land Condominium to be duly executed as of the ____ day of March, 2008.

Witnesses:

Amanda Candlish
Print Name: Amanda Candlish
Joanna C. Hestire
Print Name: JOANNA C. HESTIRE

Private Restaurant Properties, LLC,
a Delaware limited liability company

By: [Signature]
Name: Karen C. Bremer
Title: Vice President-Real Estate

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of March, 2008, by Karen C. Bremer, as Vice President-Real Estate of Private Restaurant Properties, LLC, a Delaware limited liability company, on behalf of said company. She is personally known to me.



Kathryn A. Davis
Name: Kathryn A. Davis
Notary Public, State of Florida
My commission expires: 10/5/10

Witnesses:

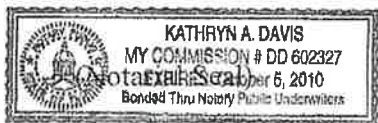
Maria Caudillo
Print Name: Maria Caudillo
Johnna C. Hestire
Print Name: JOHNA C HESTIRE

Inback Office Park, LLC,
a Florida limited liability company

By: Theresa C. Limric
Name: THERESA C. LIMRIC
Title: MANAGING MEMBER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of March, 2008,
by Theresa C. Limric, as Managing Member of Inback Office Park,
LLC, a Florida limited liability company, on behalf of said company. He (She) is personally
known to me or has produced Florida driver's license as identification.



Kathryn A. Davis
Name: Kathryn A. Davis
Notary Public, State of Florida
My commission expires: 10/5/10

JOINDER

OS Inverness Land Condominium Association, Inc., a Florida corporation not-for-profit, hereby agrees to accept all the rights, responsibilities and obligations imposed upon it by the provisions of the Declaration, as amended hereby.

IN WITNESS WHEREOF, OS Inverness Land Condominium Association, Inc., has caused these presents to be duly executed as of the 17th day of March, 2008.

Witnesses:

OS Inverness Land Condominium Association, Inc., a Florida corporation not-for-profit

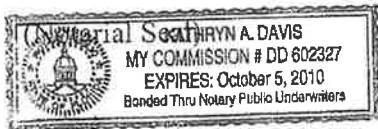
Anna Caudillo
Print Name: Anna Caudillo

By: *Karen C. Bremer*
Name: Karen C. Bremer
Title: President

Joanna C. Hestire
Print Name: JOANNA C HESTIRE

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17th day of March, 2008, by Karen C. Bremer, as President of OS Inverness Land Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation. She is personally known to me.



Kathryn A. Davis
Name: Kathryn A. Davis
Notary Public, State of Florida
My commission expires: 10/5/10

Exhibit "A"

**ARTICLES OF INCORPORATION
OF
OS INVERNESS LAND CONDOMINIUM ASSOCIATION, INC.**

(A Corporation Not for Profit)

In order to form a non-profit corporation in accordance with the laws of the State of Florida, the undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is OS INVERNESS LAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"), and the street address and mailing address of the initial principal office are: c/o Private Restaurant Properties, LLC, 2202 N. West Shore Blvd., Suite 475, Tampa, Florida 33607.

ARTICLE II

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and operation of the condominium within a certain tract of real property described in that certain Declaration of Condominium of OS Inverness Land Condominium (as amended from time to time, the "Declaration").

In furtherance of such purposes, the Association shall have the power to:

A. Perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the condominium, as recorded in the Public Records of Citrus County, Florida;

B. Affix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association; and

C. Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by periodic and special assessments

against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee simple interest in any condominium parcel as "Unit Owner" or "Owner of a Unit" as defined in Florida Statute 718.103(28) shall be a member of the Association and their membership shall automatically terminate when they are no longer a Unit Owner. If a member should transfer his Unit under the provisions of the Declaration, the grantee of such member will automatically acquire membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a condominium unit which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and mailing address of the incorporator is:

Private Restaurant Properties, LLC
2202 North West Shore Boulevard, Suite 475
Tampa, Florida 33607

ARTICLE VI

The President, Vice President, Secretary, and Treasurer of the Association shall be elected at the first meeting of the Board of Directors following each annual meeting of the members.

The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>
Karen C. Bremer	President
Richard L. Renninger	Vice President
Terrie Limric	Secretary/Treasurer

ARTICLE VII

The affairs of the Association shall be managed by a Board of three (3) Directors. The names and addresses of the persons who shall serve as initial Directors until the first election are:

Karen C. Bremer c/o Private Restaurant Properties, LLC
2202 N. West Shore Blvd., Suite 475
Tampa, FL 33607

Richard L. Renninger c/o Private Restaurant Properties, LLC
2202 N. West Shore Blvd., Suite 475
Tampa, FL 33607

Terrie Limric 727 Samantha Drive
Palm Harbor, FL 34683

ARTICLE VIII

The By-Laws of the Association may be altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, as set out in the Declaration and By-Laws of the Association.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, as set out in the Declaration and By-Laws of the Association.

ARTICLE X

On dissolution, the assets of the Association shall be distributed to the owners in common elements, in the same undivided shares as each owner previously owned, as set out in the Declaration and By-Laws of the Association, and as provided by law.

ARTICLE XI

REGISTERED AGENT AND REGISTERED ADDRESS: The initial registered agent for the corporation shall be D2 Law Group P. L., and the initial registered office of the corporation shall be 3239 Henderson Boulevard, Second Floor, Tampa, Florida 33609.

ARTICLE XII

EFFECTIVE DATE: The effective date of this corporation shall be upon filing of these Articles with the Office of the Secretary of State of the State of Florida.

ARTICLE XIII

Each Director and Officer of this Association shall be indemnified by the Association against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit, or proceeding in which he may be involved or to which he may be

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN FLORIDA, NAMING AGENT
UPON WHOM SERVICE MAY BE SERVED**

The following is submitted in compliance with applicable Florida Statutes:

That OS INVERNESS LAND CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at c/o Private Restaurant Properties, LLC, 2202 N. West Shore Blvd., Suite 475, Tampa, FL 33607 has named D2 Law Group P. L., whose address is 3239 Henderson Boulevard, Second Floor, Tampa, Florida 33609, as its agent to accept service of process within Florida. The agent's mailing address is 3239 Henderson Boulevard, Second Floor, Tampa, Florida 33609.

Name: _____
Title: _____
Date: _____

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties.

Signature of Resident Agent
Name: John Diamandis
Date: _____, 2008

made a party by reason of his having been a Director or Officer of this Association, such expense to include the cost of reasonable settlements.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on this ____ day of March, 2008.

OS INVERNESS LAND CONDOMINIUM
ASSOCIATION, INC., a Florida
corporation

By: _____
Name: Karen C. Bremer
Title: President

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this ____ day of March, 2008, by Karen C. Bremer, who is personally known to me.

Notary Public

My Commission expires: _____

Exhibit "B"

BYLAWS
OF
OS INVERNESS LAND CONDOMINIUM ASSOCIATION, INC.

a nonprofit corporation
under the laws of the State of Florida

1. IDENTITY

These are the Bylaws of OS Inverness Land Condominium Association, Inc., a nonprofit corporation under the laws of the State of Florida ("**Association**"), and under the Articles of Incorporation ("**Articles**") which have been filed in the office of the Florida Secretary of State. The Association has been organized for the purpose of administering a land condominium upon certain lands in Citrus County, Florida, known as OS Inverness Land Condominium ("**Condominium**"), in accordance with the Declaration of Condominium of OS Inverness Land Condominium ("**Declaration**").

1. The principal office of the Association is at c/o Private Restaurant Properties, LLC, 2202 N. West Shore Boulevard, Suite 475, Florida 33607, or at such other place as may be designated by the Board from time to time.

2. The fiscal year of the Association is the calendar year.

3. The seal of the Association will bear the name of the Association, the word "Florida," the words "Not-for-profit Corporation," and the year of incorporation.

4. The capitalized terms used in these Bylaws have the same meaning as the identical terms defined in the Declaration, unless the context otherwise requires.

II. MEMBERS' MEETINGS

1. The annual members' meeting will be held at such time, place, and date as may be designated by the Board, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to members in advance.

2. Special members' meetings will be held whenever called by the president or vice-president or by a majority of the Board, at such time, place and date as may be designated by the Board, and must be called by such officers upon receipt of a written request from a member. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting sent to members in advance.

3. Notice of all members' meetings stating the time and place and the agenda for which the meeting is called will be mailed to each member, unless waived in writing. Such notice will be sent in writing to each member at his address as it appears on the books of the Association and will be sent by mail to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. An affidavit executed by the Secretary attesting to the mailing or the post office certificate of mailing will be retained in the records of the Association as proof of such mailing. Members may waive notice of specific meetings and may take action by written agreement without meetings for those matters which are specifically provided for in the Bylaws, Declaration, or by statute. Where assessments against members are to be considered for any reason at a members' meeting, the notice will contain a statement that assessments will be considered and will specify the nature of any such assessments.

4. The presence in person or by proxy of members representing a majority of the total voting interests eligible to vote constitutes a quorum, and decisions are made by the vote of a majority of the total voting interests at a meeting at which a quorum is present.

5. Each Unit Owner is entitled to cast votes at Association meetings as set forth in Section 5.2 of the Declaration. Votes for Units owned by more than one person or by a corporation or other entity must be cast by the voting representative for the Unit as named in a voting certificate signed by all of the Owners of that Unit and filed with the secretary of the Association. Each voting certificate is valid until revoked by a subsequently executed and filed voting certificate.

6. Votes may be cast in person or by proxy in accordance with §718.112(2)(b)2., *Florida Statutes*. Any proxy given is effective only for the specific meeting for which originally given and any lawfully adjourned meetings of such meetings and must be filed with the secretary at or before the appointed time of the meeting. Each proxy must specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy must contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. In no event will any proxy be valid for a period of longer than ninety (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. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

7. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, must be by the same person, corporation or other entity who would cast the vote of such member if in an Association meeting.

8. If any meeting of members cannot be organized because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. Unless modified by the Board or the members, the order of business at annual members' meetings and, as far as practicable at all other members' meetings, is as follows:

- A. Collection of Ballots.
- B. Call to order.
- C. Election of chairman of the meeting.
- D. Calling of the roll and certifying of proxies.
- E. Proof of notice of meeting or waiver of notice.
- F. Reading and disposal of any unapproved minutes.
- G. Report of officers.
- H. Report of committees.
- I. Election of directors.
- J. Unfinished business.
- K. New business.
- L. Adjournment.

III. DIRECTORS

1. The affairs of the Association are managed by a Board who need not be members. The Board shall consist of three (3) directors. Where Units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations are eligible to serve on the Board on behalf of the corporation.

2. Election of directors will be conducted in the following manner:

A. Members of the Board are elected by written ballot or voting machine. Proxies may not in any event be used in electing the Board, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless specifically allowed by Chapter 718. Not less than sixty (60) days before a scheduled election, the Association will mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the election, the Association will mail or deliver a second notice of the election to all Owners entitled to vote in the election, together with a ballot listing all candidates. Upon request of a candidate, the Association will include an information sheet, no larger than 8 ½ inches by 11 inches, which must be furnished by the candidate not less than thirty five (35) days before the election, to be included with the mailing of the ballot, with costs of mailing and copying to be borne by the Association. However, the Association has no liability for the contents of the information sheets prepared by the candidates. Elections are decided by a plurality of those ballots cast. There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. There is no cumulative voting.

B. Vacancies on the Board may be filled by the remaining directors subject to the provisions of Paragraph 2(C) of this Article. A director appointed to fill a vacancy in office serves the remainder of the term of the office to which he is appointed.

C. The initial directors will be appointed by the Owner of the OS Unit and will serve until the first election of directors.

3. Members of the Board who are elected at the annual meeting of members serve for (1) year until the next annual meeting of the members and continuing until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.

4. The organizational meeting of a newly elected Board will be held within ten (10) days of their election at such place and time as will be fixed by the directors at the meeting at which they were elected.

5. Regular meetings of the Board may be held at such time and place as will be determined from time to time by a majority of the directors. Notice of regular meetings will be given to each director, personally, by facsimile upon confirmation of receipt, by mail, telephone or telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action will be noticed and ratified at the next regular meeting of the Board. Notwithstanding anything in this Section to the contrary, if a meeting of the Board at which nonemergency special assessments, notice will be mailed or delivered to the Owners not less than fourteen (14) days prior to the meeting. All meetings of the Board are open to all members of the Association. The Board may adopt reasonable rules governing the frequency, duration and manner of Owner statements.

6. Special meetings of the directors may be called by the chairperson of the Board or the president and must be called by the secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) days' notice of the meeting will be given to the directors personally or by mail, telephone or telegraph, which notice will state the time, place and purpose of the meeting.

7. Any director may waive notice of a meeting before or after the meeting, and such waiver will be deemed equivalent to the giving of notice. Any director's attendance at a meeting constitutes a waiver of the notice of that meeting.

8. A quorum at directors' meetings consists of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present constitute the acts of the Board except as specifically otherwise provided in the Declaration. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Once a quorum is present, the meeting may resume and business which might have been transacted at the meeting as originally called may be transacted without further notice.

9. The presiding officer of directors' meetings is the president of the Association. In the absence of the president the vice-president presides unless the Board votes otherwise.

10. Directors will serve without compensation.

11. Owner directors may be removed from the Board pursuant to §718.112(2)(j), *Florida Statutes*.

12. Any vacancies in office occurring prior to an election will be filled by the remaining directors.

IV. POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association will be exercised by the Board including those existing under the common law, statutes, the Declaration and the Articles, except as otherwise provided in these Bylaws, statutes, the Declaration and the Articles. Such powers and duties of the directors will be exercised in accordance with the provisions of the Declaration which governs the use of the Land, and will include, but not be limited to the following:

1. To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To operate, manage and maintain the Condominium Property as expressly provided in the Declaration.

4. To enforce by legal means the provisions of the Declaration.

5. To respond in writing to an Owner who has filed a written inquiry by certified mail with the Board within thirty (30) days of receipt of the inquiry in accordance with §718.112(2)(a)2., *Florida Statutes*.

V. OFFICERS

1. The executive officers of the corporation will be a president, a vice-president, a secretary, and a treasurer, all of whom will be directors who will be elected annually by the Board at any meeting. Officers will serve without compensation at the pleasure of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the president cannot be the vice-president, secretary, or treasurer, or assistant secretary or assistant treasurer. The Board will from time to time elect such other officers and designate their powers and duties as the Board determines necessary to manage the affairs of the Association.

2. The president is the chief executive of the Association. He will have all of the powers and duties which are usually vested in the office of president including, but not limited to, the power of appointing committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

3. The vice-president will in the absence of or disability of the president exercise the powers and duties of the president. He will also generally assist the president and exercise such other powers and perform such other duties as may be prescribed by the directors.

4. The secretary will keep the minutes of the proceedings of the directors and the members in a book available for inspection by the directors or members, or their authorized representatives, at any reasonable time. The Association will retain these minutes for a period of not less than seven (7) years. He will attend to the giving and serving of all notices required by law. He will have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

5. The treasurer will have custody of all property of the Association, including financial records, funds, securities and evidences of indebtedness. He will keep the financial records of the Association and will keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with generally accepted accounting practices. He will perform all other duties incident to the office of the treasurer of an Association and as may be required by the directors or the president.

6. There will be no compensation of employees of the Association.

VI. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and the Articles are supplemented by the following provisions:

I. Assessments.

A. The Board will fix and determine, from time to time, the sum or sums necessary and adequate for the "Common Expenses" of the Condominium. Common Expenses include the expenses for the operation, management and maintenance of the Condominium Property, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses from time to time by the Board, or under the provisions of the Declaration. Funds for the payment of Common Expenses will be assessed against the members in proportion to their respective obligations for Common Expenses, as provided in the Declaration. Assessments for Units will become due and payable as determined by the Board from time to time, and will be considered delinquent if payment has not been received on or before the first (1st) day of each month, unless otherwise ordered by the Board. Special assessments, should such be required by the Board, will be levied in the same manner as provided for regular assessments, and will be payable in the manner determined by the Board. If a member is in default in the payment of an assessment or taxes due on his interest, the

Association will have all collection rights available to it under Chapter 718. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure of a superior lien, the unpaid share of Common Expenses or assessments will be Common Expenses collectible from all the Owners.

B. The assessment roll will be maintained in a set of accounting books or records in which there will be an account for each Unit. Such an account will designate the name and address of the members or member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments will be made against members in an amount not less than 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. In the absence of a determination by the directors as to the frequency of assessments, assessments will be due and payable monthly. The personal liability of a member for assessments survives the termination of such member's membership in the Association.

C. Any member will have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien will have the same right as to any Unit upon which such holder has a lien. Any person who relies upon such certificate will be protected.

D. Notice of any meeting, whether a meeting of the Board or of the members of the Association, at which assessments against members are to be considered for any reason must specifically contain a statement that assessments will be considered and the nature of such assessments.

2. Budget

A. The Board will adopt a budget for each calendar year which will contain estimates of the cost of performing the functions of the Association and estimates of the income of the Association. The proposed annual budget of Common Expenses will be detailed and will show the amounts budgeted by accounts and expense classifications. The budget will include, but not be limited to, the following items, as applicable:

(a) Common Expense Budget

- i. Administration of the Association.
- ii. Management fees.
- iii. Maintenance.
- iv. Other expenses.

(b) Proposed assessments against each member, together with an annual total of assessments.

B. Copies of the proposed budget and proposed assessments will be hand delivered or mailed to each member at least fourteen (14) days prior to the meeting at which the budget is to be considered, together with a notice of the meeting which will state the time and place of the meeting. The meeting will be open to all members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget will be furnished each member. If an adopted budget requires assessment against the members in any fiscal or calendar year in excess of one hundred fifteen percent (115%) or the assessments for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests of the Association received by the Board within twenty-one (21) days after adoption of the budget, will call a special meeting of the members of the Association within sixty (60) days upon not less than fourteen (14) days' hand delivered or mailed notice to each member of the Association. At the special meeting, members will consider and enact a budget. The adoption of the budget at such a special meeting will require a vote of a majority of all voting interests. The Board may propose a budget which exceeds one hundred fifteen percent (115%) of the assessments for the preceding year to the members at a meeting of the members or in writing, and if the budget or proposed budget is approved at the meeting or by a majority of all voting interests in writing, the budget will be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, expenses by the Association which are not anticipated to be incurred on a regular or annual basis will be excluded from the computation.

3. The depository of the Association will be such bank or other institution as permitted by applicable Florida law, as will be designated from time to time by the directors and from which the monies in such accounts will be withdrawn only by checks signed by such persons as are authorized by the directors.

4. Within ninety (90) days after the end of the fiscal year, the Board will prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty one (21) days after the financial report is completed or received by the Board from the third party, the Board will mail to each owner at the address last furnished to the Association by the Owner, or hand deliver to each Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Owner, without charge, upon receipt of a written request from the Owner. The financial report will comply with §718.111(13), *Florida Statutes*, and the rules promulgated by the division of Florida Land Sales, Condominiums and Mobile Homes. Financial reports will be based upon the Association's total annual revenues and prepared in accordance with §718.111(13), *Florida Statutes*. During any period when the Association operates less than fifty (50) Units, regardless of the Association's annual revenues, the Association will prepare a report of cash receipts and expenditures in lieu of financial statements required by this paragraph.

5. The Board shall obtain fidelity bonding of all officers and directors who control or disburse funds of the Association, if required by Chapter 718. The amount of such bonds will be determined in accordance with Chapter 718. The premiums on such bonds will be paid by the Association as a Common Expense.

VII PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) govern the conduct of the Association proceedings when not in conflict with the Articles and Bylaws or with the statutes of the State of Florida.

VIII AMENDMENTS

Amendments to the Bylaws will be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

2. An amendment may be proposed by either the Board or by the members of the Association. The Bylaws may be amended by not less than two-thirds (2/3) of all the directors and by not less than a majority vote of the members of the Association present in person or by proxy at a duly called meeting of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing within ten (10) days after such meeting.

3. An amendment when adopted becomes effective only after being recorded in the Public Records of Citrus County, Florida.

4. No bylaw may be revised or amended by reference to its title or number only. Proposals to amend existing bylaws must contain the full text of the bylaws to be amended, new words will be inserted in the text underlined, and words to be deleted will be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of Bylaw. See Bylaw . . .for present text." Nonmaterial errors or omissions in the bylaw amendment process will not invalidate an otherwise properly promulgated amendment.

IX. SEVERABILITY AND CONFORMITY TO STATE LAW

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions of these Bylaws are in conflict with the Declaration or any rule of law or statutory provision of the State of Florida, then such provisions of these Bylaws will be deemed inoperative and null and void insofar as they may be in conflict with the Declaration or any rule of law, and will be deemed modified to conform to the Declaration or such rule of law.

X. MANDATORY NON-BINDING ARBITRATION

Internal disputes arising from the operation of the Condominium among the Association, the Owners, their respective agents and assigns, or any or all of them, must be

submitted first for resolution through non-binding arbitration pursuant to §718.1255, *Florida Statutes*.

O:\PRML\LEASED PROPERTIES\2015 OS Inverness, FL\Condominium\Outback Inverness Land Condominium Amendment\031708.DOC



2009057987 4 PGS

2015

After Recording Return to:

OS Inverness Land Condominium Association, Inc.
c/o Private Restaurant Properties, LLC
2202 North West Shore Blvd., Suite 475
Tampa, FL 33607
Attn: Laureen Sustachek, Director of Property Management

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$35.50
2009057987 BK:2330 PG:1332
12/30/2009 03:48 PM 4 PGS
JCLEMONS,DC Receipt #043918

FOURTH AMENDMENT TO DECLARATION OF LAND CONDOMINIUM OF OS INVERNESS LAND CONDOMINIUM

This Fourth Amendment to Declaration of Land Condominium of OS Inverness Land Condominium is made this 1st day of November, 2009, by Private Restaurant Properties, LLC, a Delaware limited liability company (the "Declarant" and "Owner of the OS Unit") and InBack Office Park, LLC, a Florida limited liability company and InBack Office Park condominium Association, Inc., a Florida corporation not-for-profit (collectively, the "Owner of the Limric Unit").

RECITALS

On August 16, 2006, Declarant, filed that certain Declaration of Land Condominium of OS Inverness Land Condominium (the "Declaration"), which was recorded in Official Records Book 2039, Page 2443, of the Public Records of Citrus County, Florida.

On March 30, 2008, the Owner of the OS Unit and the Owner of the Limric Unit, filed that certain Amendment to Declaration of Land Condominium of OS Inverness Land Condominium (the "First Amendment").

On April 21, 2008, the Owner of the OS Unit and the Owner of the Limric Unit, filed that certain Second Amendment to Declaration of Land Condominium of OS Inverness Land Condominium (the "Second Amendment").

On October 15, 2009, the Owner of the OS Unit and the Owner of the Limric Unit, filed that certain Third Amendment to Declaration of Land Condominium of OS Inverness Land Condominium (the "Third Amendment").

The Owner of the OS Unit and the Owner of the Limric Unit are all of the Unit Owners (as defined in the Declaration).

Pursuant to the terms of Section 5.1 of the Declaration, the Unit Owners may amend the Declaration.

That Section 8.2 of the Declaration needs to be amended.

NOW, THEREFORE, the Unit Owners hereby amend the Declaration as follows.

1. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein shall have the same meaning given thereto in the Declaration, unless separately defined herein.

2. Section 8.2 of the Declaration is hereby deleted in its entirety and replaced with the following:


"8.2 Operating Hours. The primary operating hours of the businesses operating at the Limric Unit shall be limited to 7:00 a.m. to 6:00 p.m., Monday through Thursday, 7:00 a.m. to 5:00 p.m., Friday through Sunday (the "Limric Unit Permitted Operating Hours"); provided that occasional non-regular evening hours are permitted."


IN WITNESS WHEREOF, the Unit Owners have caused this Third Amendment to Declaration of Land Condominium of OS Inverness Land Condominium to be effective on the date first set forth herein.

Witnesses:

Private Restaurant Properties, LLC,
a Delaware limited liability company


Print Name: LAUREEN SUSTEK

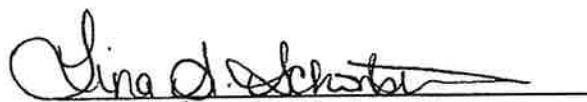
By: 
Karen C. Bremer
Vice President-Real Estate


Print Name: BRIAN Martel

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 21st day of December, 2009, by Karen C. Bremer, as Vice President-Real Estate of Private Restaurant Properties, LLC, a Delaware limited liability company, on behalf of said company. She is personally known to me.




Name: Tina S. Schonstrom
Notary Public, State of Florida
My commission expires: May 14, 2010

Witnesses:

[Signature]
Print Name: Don Plumb

[Signature]
Print Name: Darlene D. Berry

InBack Office Park, LLC,
a Florida limited liability company

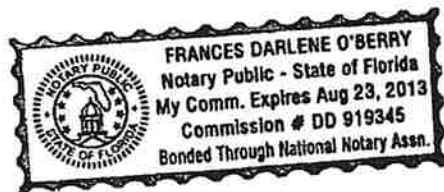
By: [Signature]
Theresa C. Limric
Managing Member

STATE OF FLORIDA)
COUNTY OF Citrus)

The foregoing instrument was acknowledged before me this 30 day of Dec, 2009, by Theresa C. Limric, as Managing Member of InBack Office Park, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or has produced Real as identification.

(Notarial Seal)

[Signature]
Name: Frances Darlene O'Berry
Notary Public, State of Florida
My commission expires: 8-23-2013



Witnesses:

Dawn Flanders

Print Name: Dawn Flanders

Darlene D. Berry

Print Name: Darlene D. Berry

InBack Office Park Condominium
Associations, Inc.

a Florida corporation not-for-profit

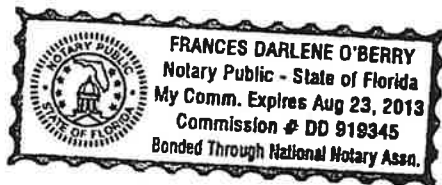
By: Theresa C. Limric

Theresa C. Limric
President

STATE OF FLORIDA)
COUNTY OF Citrus)

The foregoing instrument was acknowledged before me this 30 day of Dec,
2009, by Theresa C. Limric, as President of InBack Office Park Condominium Association, Inc.,
a Florida corporation not-for-profit, on behalf of said company. She is personally known to me
or has produced Fla DL as identification.

(Notarial Seal)



Frances Darlene O'Berry
Name: Frances Darlene O'Berry
Notary Public, State of Florida
My commission expires: 8-23-2013

After Recording Return to:

OS Inverness Land Condominium Association, Inc.
c/o Private Restaurant Properties, LLC
2202 North West Shore Blvd., Suite 475
Tampa, FL 33607
Attn: Laureen Sustachek, Director of Lease Administration

**THIRD AMENDMENT TO
DECLARATION OF LAND CONDOMINIUM OF
OS INVERNESS LAND CONDOMINIUM**

This Third Amendment to Declaration of Land Condominium of OS Inverness Land Condominium is made this 15th day of October, 2009, by **Private Restaurant Properties, LLC**, a Delaware limited liability company, successor-in-interest to Outback Steakhouse of Florida, LLC, a Florida limited liability company (formerly known as Outback Steakhouse of Florida, Inc., a Florida corporation) (the "Declarant" and "Owner of the OS Unit") and **Inback Office Park, LLC**, a Florida limited liability company (the "Owner of the Limric Unit").

RECITALS

On August 16, 2006, Declarant, filed that certain Declaration of Land Condominium of OS Inverness Land Condominium (the "Declaration"), which was recorded in Official Records Book 2039, Page 2443, of the Public Records of Citrus County, Florida.

On March 30, 2008, the Owner of the OS Unit and the Owner of the Limric Unit, filed that certain Amendment to Declaration of Land Condominium of OS Inverness Land Condominium (the "First Amendment").

On April 21, 2008, the Owner of the OS Unit and the Owner of the Limric Unit, filed that certain Second Amendment to Declaration of Land Condominium of OS Inverness Land Condominium (the "Second Amendment").

The Owner of the OS Unit and the Owner of the Limric Unit are all of the Unit Owners (as defined in the Declaration).

Pursuant to the terms of Section 5.1 of the Declaration, the Unit Owners may amend the Declaration.

That Exhibit "B" of the Declaration contains a scrivener's error in the legal description of the Limric Unit.

NOW, THEREFORE, the Unit Owners hereby amend the Declaration as follows.

1. The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein shall have the same meaning given thereto in the Declaration, unless separately defined herein.
2. Exhibit "B" of the Declaration is hereby amended to correct a scrivener's error as follows:

"LIMRIC UNIT DESCRIPTION

A PARCEL OF LAND LYING IN AND BEING A PART OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 19 EAST, CITRUS COUNTY, FLORIDA BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 39 OF FLETCHER HEIGHTS SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 41 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N.87°28'43"W., A DISTANCE OF 213.00 FEET; THENCE N.01°47'52"E., A DISTANCE OF 233.81 FEET; THENCE S.863°07'02"E., A DISTANCE OF 159.33 FEET; THENCE S.87°28'43"E., A DISTANCE OF 68.50 FEET; THENCE S.01°47'52"W., A DISTANCE OF 168.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.93 ACRES"

3. The Declaration is hereby further amended by attaching, as if originally attached, the complete, true and correct copy of the executed Articles of Incorporation of OS Inverness Land Condominium Association, Inc., which are attached hereto and are certified to be a complete, true and correct copy thereof.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Unit Owners have caused this Third Amendment to Declaration of Land Condominium of OS Inverness Land Condominium to be effective on the date first set forth herein.

Witnesses:

Teresa Schaaf
Print Name: Teresa Schaaf
Barbara Routt Kramer
Print Name: BARBARA ROUTT-KRAMER

Private Restaurant Properties, LLC,
a Delaware limited liability company

By: Karen C. Bremer
Karen C. Bremer
Vice President-Real Estate

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 16th day of October, 2009, by Karen C. Bremer, as Vice President-Real Estate of Private Restaurant Properties, LLC, a Delaware limited liability company, on behalf of said company. She is personally known to me.

(Notarial Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Kim F. Dummett
Commission # DD888468
Expires: JUNE 30, 2013
BONDED THRU ATLANTIC HOUSING CO., INC.

Kim F. Dummett
Name: Kim F. Dummett
Notary Public, State of Florida
My commission expires: June 30, 2013

Witnesses:

[Signature]
Print Name: Laura McDowell

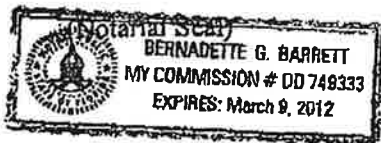
[Signature]
Print Name: Tory Verret

Inback Office Park, LLC,
a Florida limited liability company

By: [Signature]
Theresa C. Limric
Managing Member

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)
PINELLAS

The foregoing instrument was acknowledged before me this 16 day of October, 2009, by Theresa C. Limric, as Managing Member of Inback Office Park, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me or has produced FL DLs as identification.

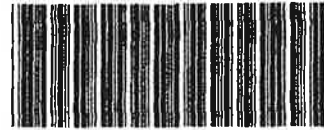


[Signature]
Name: Bernadette G. Barrett
Notary Public, State of Florida
My commission expires: 3-9-12

PREPARED BY AND

After Recording Return to:

OS Inverness Land Condominium Association, Inc.
c/o Private Restaurant Properties, LLC
2202 North West Shore Blvd., Suite 475
Tampa, FL 33607
Attn: Laureen Sustachek, Director of Lease Administration



2008025145 10 PGS

OFFICIAL RECORDS
CITRUS COUNTY
BETTY STRIFLER
CLERK OF THE CIRCUIT COURT
RECORDING FEE: \$87.50
2008025145 BK:2218 PG:14
05/21/2008 12:55 PM 10 PGS
JCARROLL, DC Receipt #013542

SECOND AMENDMENT TO DECLARATION OF LAND CONDOMINIUM OF OS INVERNESS LAND CONDOMINIUM

This Second Amendment to Declaration of Land Condominium of OS Inverness Land Condominium is made this 21st day of April, 2008, by **Private Restaurant Properties, LLC**, a Delaware limited liability company, successor-in-interest to Outback Steakhouse of Florida, LLC, a Florida limited liability company (formerly known as Outback Steakhouse of Florida, Inc., a Florida corporation) (the "Declarant" and "Owner of the OS Unit") and **Inback Office Park, LLC**, a Florida limited liability company (the "Owner of the Limric Unit").

RECITALS

On August 16, 2006, Declarant, filed that certain Declaration of Land Condominium of OS Inverness Land Condominium (the "Declaration"), which was recorded in Official Records Book 2039, Page 2443, of the Public Records of Citrus County, Florida.

On March 30, 2008, the Owner of the OS Unit and the Owner of the Limric Unit, filed that certain Amendment to Declaration of Land Condominium of OS Inverness Land Condominium (the "First Amendment")

The Owner of the OS Unit and the Owner of the Limric Unit are all of the Unit Owners (as defined in the Declaration).

Pursuant to the terms of Section 5.1 of the Declaration, the Unit Owners may amend the Declaration.

An incorrect copy of the Articles of Incorporation of the Association was attached to the First Amendment.

NOW, THEREFORE, the Unit Owners hereby amend the Declaration as follows.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms used herein shall have the same meaning given thereto in the Declaration, unless separately defined herein.


2. **Articles of Incorporation of the Association.** The Articles attached to the First Amendment as Exhibit "A" are hereby deleted in their entirety and replaced with the Articles attached to this Second Amendment as Exhibit "A".

[Remainder of Page Intentionally Left Blank]

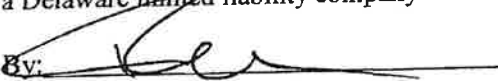
IN WITNESS WHEREOF, the Unit Owners have caused this Second Amendment to Declaration of Land Condominium of OS Inverness Land Condominium to be effective on the date first set forth herein.

Witnesses:


Print Name: Thomas White


Print Name: Lauren Sustaker

Private Restaurant Properties, LLC,
a Delaware limited liability company

By: 
Karen C. Bremer
Vice President-Real Estate

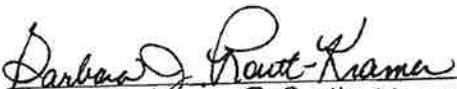
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of April, 2008, by Karen C. Bremer, as Vice President-Real Estate of Private Restaurant Properties, LLC, a Delaware limited liability company, on behalf of said company. She is personally known to me.

(Notarial Seal)



BARBARA J. ROUTT-KRAMER
MY COMMISSION # DD 616771
EXPIRES: March 8, 2011
Bonded Thru Budget Notary Services


Name: Barbara J. Routt-Kramer
Notary Public, State of Florida
My commission expires: 3/8/2011

Witnesses:

Kim Dummett
Print Name: Kim Dummett

Laureen Sustaker
Print Name: LAUREEN SUSTAKER

Inback Office Park, LLC,
a Florida limited liability company

By: Theresa C. Limric
Theresa C. Limric
Managing Member

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of April, 2008, by Theresa C. Limric, as Managing Member of Inback Office Park, LLC, a Florida limited liability company, on behalf of said company. She is personally known to me ~~or has produced~~ as identification.

(Notarial Seal)



Amanda Allie
Name: Amanda Allie
Notary Public, State of Florida
My commission expires: June 16, 2009

JOINDER


OS Inverness Land Condominium Association, Inc., a Florida corporation not-for-profit, hereby agrees to accept all the rights, responsibilities and obligations imposed upon it by the provisions of the Declaration, as amended hereby.


IN WITNESS WHEREOF, OS Inverness Land Condominium Association, Inc., has caused these presents to be duly executed as of the 21st day of April, 2008.

Witnesses:

OS Inverness Land Condominium Association, Inc., a Florida corporation not-for-profit


Print Name: Thomas White

By: 
Karen C. Bremer
President


Print Name: LAUREN SUSTACHER

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of April, 2008, by Karen C. Bremer, as President of OS Inverness Land Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of said corporation. She is personally known to me.

(Notarial Seal)



BARBARA J. ROUTT-KRAMER
MY COMMISSION # DD 616771
EXPIRES: March 8, 2011
Bonded Thru Budget Notary Services

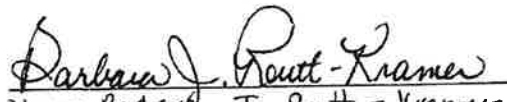

Name: Barbara J. Routt-Kramer
Notary Public, State of Florida
My commission expires: 3/8/2011

Exhibit "A"

**ARTICLES OF INCORPORATION
OF
OS INVERNESS LAND CONDOMINIUM ASSOCIATION, INC.**

(A Corporation Not for Profit)

In order to form a non-profit corporation in accordance with the laws of the State of Florida, the undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is OS INVERNESS LAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (hereinafter referred to as the "Association"), and the street address and mailing address of the initial principal office are: c/o Private Restaurant Properties, LLC, 2202 N. West Shore Blvd., Suite 475, Tampa, Florida 33607.

ARTICLE II

The specific primary purposes for which the Association is formed are to provide for maintenance, preservation, and operation of the condominium within a certain tract of real property described in that certain Declaration of Condominium of OS Inverness Land Condominium (as amended from time to time, the "Declaration").

In furtherance of such purposes, the Association shall have the power to:

A. Perform all of the duties and obligations of the Association as set forth in the Declaration applicable to the condominium, as recorded in the Public Records of Citrus County, Florida;

B. Affix, levy, collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration; and pay all expenses in connection therewith, and all other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the Association; and

C. Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by periodic and special assessments against members as provided in the Declaration, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee simple interest in any condominium parcel as "Unit Owner" or "Owner of a Unit" as defined in Florida Statute 718.103(28) shall be a member of the Association and their membership shall automatically terminate when they are no longer a Unit Owner. If a member should transfer his Unit under the provisions of the Declaration, the grantee of such member will automatically acquire membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of a condominium unit which is subject to assessment by the Association.

ARTICLE IV

The period of duration of the Association shall be perpetual.

ARTICLE V

The name and mailing address of the incorporator is:

Private Restaurant Properties, LLC
2202 North West Shore Boulevard, Suite 475
Tampa, Florida 33607

ARTICLE VI

The President, Vice President, Secretary, and Treasurer of the Association shall be elected at the first meeting of the Board of Directors following each annual meeting of the members.

The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>
Karen C. Bremer	President
Richard L. Renninger	Vice President
Terrie Limric	Secretary/Treasurer

ARTICLE VII

The affairs of the Association shall be managed by a Board of three (3) Directors. The method by which the Directors will be elected or appointed is as stated in the By-Laws of the Association. The names and addresses of the persons who shall serve as initial Directors until the first election are:

*added
sentence
#2*

Karen C. Bremer c/o Private Restaurant Properties, LLC
2202 N. West Shore Blvd., Suite 475
Tampa, FL 33607

Richard L. Renninger c/o Private Restaurant Properties, LLC
2202 N. West Shore Blvd., Suite 475
Tampa, FL 33607

Terrie Limric 727 Samantha Drive
Palm Harbor, FL 34683

ARTICLE VIII

The By-Laws of the Association may be altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, as set out in the Declaration and By-Laws of the Association.

ARTICLE IX

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, as set out in the Declaration and By-Laws of the Association.

ARTICLE X

On dissolution, the assets of the Association shall be distributed to the owners in common elements, in the same undivided shares as each owner previously owned, as set out in the Declaration and By-Laws of the Association, and as provided by law.

ARTICLE XI

REGISTERED AGENT AND REGISTERED ADDRESS: The initial registered agent for the corporation shall be D2 Law Group P. L., and the initial registered office of the corporation shall be 3239 Henderson Boulevard, Second Floor, Tampa, Florida 33609.

ARTICLE XII

EFFECTIVE DATE: The effective date of this corporation shall be upon filing of these Articles with the Office of the Secretary of State of the State of Florida.

ARTICLE XIII

Each Director and Officer of this Association shall be indemnified by the Association against all costs and expenses reasonably incurred or imposed upon him in connection with or arising out of any action, suit, or proceeding in which he may be involved or to which he may be

made a party by reason of his having been a Director or Officer of this Association, such expense to include the cost of reasonable settlements.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation on this 21st day of April, 2008.

PRIVATE RESTAURANT PROPERTIES,
LLC, a Delaware limited liability company

By: 

Karen C. Bremer
Vice President – Real Estate

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 21st day of April, 2008, by Karen C. Bremer, who is personally known to me.



BARBARA J. ROUTT-KRAMER
MY COMMISSION # DD 616771
EXPIRES: March 8, 2011
Bonded Thru Budget Notary Services


Notary Public

My Commission expires: 3/8/2011

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN FLORIDA, NAMING AGENT
UPON WHOM SERVICE MAY BE SERVED**

The following is submitted in compliance with applicable Florida Statutes:

That OS INVERNESS LAND CONDOMINIUM ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at c/o Private Restaurant Properties, LLC, 2202 N. West Shore Blvd., Suite 475, Tampa, FL 33607 has named D2 Law Group P. L., whose address is 3239 Henderson Boulevard, Second Floor, Tampa, Florida 33609, as its agent to accept service of process within Florida. The agent's mailing address is 3239 Henderson Boulevard, Second Floor, Tampa, Florida 33609.

Name: _____
Title: _____
Date: _____

Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all Statutes relative to the proper and complete performance of my duties.

Signature of Resident Agent
Name: John Diamandis
Date: _____, 2008