

Prepared By and Following
Recording to be Returned to:
Randall C. Smith, Esquire
290 North Thornton Avenue
Orlando, Florida 32801

DECLARATION OF CONDOMINIUM
OF
INVESTGROUP SERVICE CENTER,
A CONDOMINIUM

THE CONDOMINIUM DECLARATION, made and executed this 31st day of JUNE, 2002, by
INVESTGROUP DEVELOPMENT, INC., a Florida corporation, hereinafter "Developer", for itself, its successors, grantees,
and assigns, and the said developer does submit the condominium property as hereinafter defined and described to
condominium ownership upon the terms and conditions hereinafter set forth.

1. STATEMENT OF CONDOMINIUM SUBMISSION.

In accordance with the Act, Developer herein submits the following described real property to condominium
ownership. This property is located in Orange County, Florida and is more particularly described as follows:

SCHEDULE A, ATTACHED HERETO & INCORPORATED HEREIN

2. CONDOMINIUM NAME.

The name by which the condominium is to be identified shall be INVESTGROUP SERVICE CENTER, A
CONDOMINIUM.

3. UNIT IDENTIFICATION.

Developer has undertaken to construct a single story WAREHOUSE AND OFFICE building on the Property,
consisting of approximately 63,500 square feet of gross space, including common areas, divided into twelve (12)
offices/warehouses units. Identification of each unit shall be by number as shown by the plot attached hereto as Exhibit A. As of
the date of this Declaration ~~construction~~ of the foregoing improvements ~~has been substantially completed~~. In
accordance with F.S. § 712.104(X), the Developer or Association expressly reserves the right unilaterally to amend this
Declaration upon substantial completion of the improvements to include the requested further conditions.

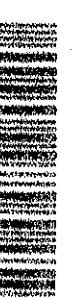
4. ASSOCIATION NAME.

The name of the condominium association is "INVESTGROUP CONDOMINIUM ASSOCIATION, INC.", a Florida
not-for-profit corporation, hereinafter the "Association".

5. LEVYINGS.

The terms used herein shall have the following meanings unless the context otherwise requires:

1. "Assessment" means a share of the funds that are required for the payment of common expenses, which from
time to time is assessed against the Unit Owner.
2. "Association" means INVESTGROUP CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit
corporation, which shall maintain the condominium property.
3. "Associate Property" means that property, real and personal, which is owned or leased by, or is dedicated
by a recorded plat to the Association for the use and benefit of its members.
4. "Board" means the board of directors of the Association.



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5.

"Trustee" means a person who purchases a condominium unit.

6.

"Bylaws" means the bylaws of the Association as they exist from time to time.

7. "Committee" means a group of Board Members, Unit Owners, or Board members and Unit Owners appointed by the Board, or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

8. "Common Expenses" means the portions of the Condominium Property that are not included in the units.

9. "Common Elements" means all expenses and Assessments that are properly incurred by the Association.

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

11. "Condominium" means that form of ownership of commercial real property which is created pursuant to the provisions of Chapter 718, Florida Statutes, comprised of units that may be owned by one or more persons, and in which there is, appurtenant to each unit, an undivided share in common elements.

12. "Condominium Documents" means this Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern those rights. All the other condominium documents will be subject to the provisions of this Declaration. The order of priority of the documents will be as follows: (1) Declaration, (2) Association Articles of Incorporation, (3) Association Bylaws, and (4) Association Rules and Regulations.

13. "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements appurtenant to the Unit.

14. "Condominium Ownership" means the lands, buildings, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereto and all easements and rights appurtenant thereto intended for use in connection with the condominium.

15. "Condominium Act" means the provisions of Chapter 718, Part I-III, Florida Statutes, applicable to non-residential condominium developments.

16. "Declaration" refers to this instrument, by which a condominium is created, as from time to time amended.

17. "Developer" means Investors' Developers, Inc., a Florida corporation.

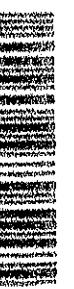
18. "Land" means, unless otherwise defined in the Declaration as "land" provided, the surface of a legally described parcel of real property and includes, unless otherwise specified in the Declaration and whether separate from or including such surface, airspace lying above and subsurface space lying below such surface. However, if so defined in the Declaration, the term "land" may mean all or any portion of the airspace or subsurface space between two legally identifiable elevations and may extend the surface of a parcel of real property and may mean any combination of the foregoing, whether or not contiguous.

19. "Limited Common Elements" means those Common Elements that are reserved for the use of a certain condominium Unit or Units to the exclusion of other Units, as specified in these Definitions.

20. "Operation" or "Operation of the Condominium" includes the administration and management of the Condominium Property.

21. "Rental Agreement" means any written or oral agreement providing for use and occupancy of a Unit or any part thereof.

22. "Special Assessment" means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.



23. "Unit" means a part of the Condominium Property that is subject to exclusive ownership.

24. "Unit Owner" means a record owner of legal title to a Condominium Parcel.

25. "Voting Certificate" means a document which designates one of the record title owners or the corporate partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity other than a natural person.

26. "Voting Interest" means the voting rights distributed to the Association members pursuant to § 718.104(4)(1), Florida Statutes.

6. COMMON ELEMENTS, APPURTENANCES, POSSESSION AND ENJOYMENT.

(a) Each Condominium Parcel shall be a separate parcel of real property, ownership of which may be in fee simple. Each such Parcel may be conveyed, transferred and encumbered independent of other parts of the Condominium Property, subject only to the provisions of this Declaration and applicable law.

(b) Titles shall pass with a Unit as appurtenances

(i) An individual share in the Common Elements as hereinafter defined.

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

(iii) An individual share in the Common Surplus.

(iv) Membership of each Unit Owner in the Association.

(v) Limited Common Elements - either the exclusive use or use in common with one or more other designated Units of the Limited Common Elements that may exist.

(c) Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners except as otherwise provided herein, there shall be a joint use of the Common Elements and a joint mutual easement for that purpose if hereby created.

(d) The owner of each respective Unit shall not be deemed to own the undecorated and unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective Unit, nor shall the owner be deemed to own the pipes, wires, conduits or other utility lines running through any Unit which are utilized for or serve more than one Unit, which items are by these presents hereby made a part of the Common Elements. Each owner, however, shall be deemed to own the walls, and partitions which are contained within the owner's respective Unit, together with those decorated and finished surfaces of the perimeter walls, floors and ceilings, including without limitation plaster, paint, and wallpaper. The upper and lower Unit boundaries shall be as follows:

(e) The upper, lower, and perimeter boundaries of each Unit are as follows:

(i) The upper boundary is the horizontal plane of the inner surfaces of the undecorated or unfinished ceiling.

(ii) The lower boundary is the horizontal plane of the upper surfaces of the undecorated or unfinished floor.

(iii) The perimeter boundaries of each Unit shall be the vertical planes of the undecorated, unfinished interior of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries.

(f) Notwithstanding anything in the Declaration to the contrary, where there is an aperture in any vertical boundary, including but not limited to windows and doors, the vertical boundary shall be extended to all such places, at right angles to the dimension of such aperture, so that the perpendicular boundary at such places shall be coincident with the exterior, unfinished surface of such aperture, including the framework thereof. Exterior perimeter walls made of glass or glass fixed to metal framing, exterior windows and frames, and exterior glass sliding doors, frames and casings shall be included within the Unit and shall not be deemed a Common Element. Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weight bearing structure, which may otherwise be within the horizontal and perpendicular boundaries as herein defined.

7. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

(a) The undivided share in the Common Elements appurtenant to a Unit shall not be separated from and shall pass with the title to the Unit, whether or not separately described.

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

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

8. COMMON ELEMENTS.

(a) Common Elements include the following items in addition to those described by Article 6:

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

(ii) All parts of the improvements, including gardens and landscaping, which are not included within the Units.

(iii) Externals through Units for drainage, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and Common Areas.

(iv) An easement of support in every portion of a Unit which contributes to the support of a building.

(v) Installations for the furnishing of utility and other services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

(vi) The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements.

(vii) Parking spaces.

(b) The Common Elements shall exclude all HVAC units serving in more than one Unit.

9. AMENDMENT TO PLANS.

(a) *Contiguous Units.* To allow the owner of contiguous Units the opportunity to utilize more than one Unit simultaneously and to afford said Unit owner the ability to convert multiple Unit ownership into one or more larger units, any Unit owner who is or shall become the owner of one or more contiguous Units shall have the right, with the advance written consent of a majority of the Board of Directors of the Association, to remove the partitions between said contiguous Units as long as said alteration does not in any way weaken the structural support of the building in which said Units are located. Upon such removal, the Common Areas upon and in which the partition was located shall become a Limited Common Element to be used only by the owner of said contiguous Units. In the event of a sale of any of said Units separately from the others(s), the Unit owner shall return said partition(s) into the original condition existing prior to removal. In the event that a partition does not exist as of the date of the recording of this Declaration, the Unit Owner shall nevertheless be responsible for the placing of a partition in the Common Area located between Units in the event of a sale as set forth above. Any expenses incurred by a Unit Owner in removing or replacing a partition located in a Common Area shall be borne solely by the Unit

Owner removing or replacing a Unit such time as all Units in the Condominium are sold, the Developer shall have the right to sell two (2) or more contiguous Units, which Units shall be considered as a multi-unit space as specified above. No transfer of any Unit which shall have been a part of a multi-unit space shall become effective until the portion(s) located between said Unit and any other Unit contiguous to it, not being transferred to the same greater, have been replaced as hereinbefore provided.

(b) Single Units. With the advance written consent of a majority of the Board of Directors of the Association, any Unit owner shall be entitled to subdivide the space within such Unit, provided that no such subdivision affects the structure of the building in which such Unit is located. The Association reserves the right to require the removal of any such alterations and restoration of the Unit for use as a single unit. All such alterations and the removal thereof, if required by the Association, shall be borne solely by the affected Unit owner. No sale of a Unit shall become effective until such time as the restoration requirements, if any, imposed by the Association have been completed.

10. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND VOTING.

(a) Exclusive of Common Areas, the Condominium is hereby declared to contain and is divided into TWELVE (12) Units. Each Unit, together with its undivided share of the Common Elements, constitutes a Condominium Parcel. The undivided share in the Common Elements appurtenant to each Unit and the percentage share of Common Expenses and Common Surplus attributable to each Unit is shown on Exhibit B hereto.

(b) Each Unit Owner is entitled to one vote as a member of the Association.

11. AMENDMENT OF DECLARATION.

(a) This Condominium Declaration may be modified or amended upon the approval of Sixty-six and Two Thirds percent (66 2/3%) of the members of the Association.

(1) Common Expenses or Common Surplus, not the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all mortgagees and others who have voluntarily placed liens thereon shall join in the execution of the amendment.

(2) No amendment shall change any Condominium Parcel nor a Unit Owner's proportionate share of the rights and liabilities of mortgagees without the express written consent of such mortgagee.

(b) Amendment of any part of this Declaration, or any provision contained in this Plan, or in a conveyance of a Unit in the Condominium by Seller, Court Order, or law shall in no wise affect any of the other provisions, which shall remain in full force and effect.

(c) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any errors or omissions not substantially affecting the rights of the owners, lessees or mortgagees, and such right shall exist until one year from the date of the recording of this Declaration in the Public Records of Orange County, Florida. The Developer may amend this Declaration as herein described by recording an amendment to the Declaration in the Public Records of Orange County, Florida. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lessees or mortgagees of Units of the Condominium whether or not disclosure required for amendments.

(d) Notwithstanding anything to the contrary herein, Developer reserves the right to increase the number of Units, to change the interior design and arrangement and to alter the boundaries between Units so long as Developer owns the Unit or Units so altered. No such unilateral changes by Developer shall alter the boundaries of the Common Elements. If more than one such Unit is concerned, the Developer shall apportion between the Units the shares in the Common Elements which are apportioned to the Units concerned. Amendment of this Declaration to effect such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lessees or mortgagees, whether or not disclosure required for an amendment.

(e) No amendment shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

12. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

(a) The authority and obligation to operate this Condominium shall be vested in the Association. Copies of the Articles and Bylaws of the Association are attached hereto as Exhibits C and D.

(b) No Unit Owner, except as an officer of the Association, shall have any authority to act for the Association.

(c) The powers and duties of the Association shall include those set forth in the Articles of Incorporation and Bylaws, but in addition thereto, the Association shall have all of the powers and duties set forth in the Condominium Act as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(i) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, protection, repair, or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Units.

(ii) The power to make and collect annual and special Assessments and to lease, maintain, protect, repair, and replace the Common Elements and Limited Common Elements.

(iii) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times, and the duty to render annually a written summary thereof.

(iv) The power to enter into contracts for the maintenance, management, and security of the Common Elements, including the normal maintenance and repair of the Common Elements, and for the collection of Assessments, and, in connection therewith, to delegate the powers and rights herein contained, including that of collecting Assessments, performing liens for non-payment, etc. Any such service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repair, and replacement of the Common Elements, but shall not relieve the condominium Unit Owner from personal responsibility to maintain and preserve the major surface of the Condominium Parcels and to paint, clean, decorate, maintain, and repair the individual Condominium Unit.

(v) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Common Elements, and for the health, comfort, safety and welfare of Unit Owners, all of whom shall be subject to such rules and regulations. Any such rules and regulations may be amended from time to time as provided by the Bylaws of the Association.

(vi) The power to purchase Units in the Condominium and to acquire and hold, lease, mortgage, and convey the same.

(vii) The power and duty to enforce the provisions of this Declaration, the Rules and Regulations, the Articles of Incorporation, and the Bylaws.

(viii) The power to grant utility or other easements as may, at any time, be required for the benefit of the Condominium and Unit Owners.

(ix) Unless all holders of first mortgages or liens on individual Units have given their prior written approval, the Association shall not be entitled to:

(i) Change the pro rata interest or obligations of any Unit for purposes of levying Assessments and charges.

(ii) Partition or subdivide any Unit or the Common Elements, or

(iii) By act or omission seek to abdicate the condominium status of the Condominium except as provided by statute in case of substantial loss to the Units and Common Elements.

13. MAINTENANCE, IMULATION UPON IMPROVEMENT.

(a) The maintenance of the Common Elements shall be the responsibility of the Association.



(b) There shall be no material alteration or substantial additions to the Common Elements or Limited Common Elements, except in a manner provided in the Declaration.

(c) No Unit Owner shall make any alteration or improvement to the Common Elements or do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easements. (d) No Unit Owner shall utilize in any way, or attach anything to any part of, any roof support structure without the prior written consent of the Association.

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

(f) A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

14. COMMON EXPENSES AND COMMON SURPLUS

(a) Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by this Declaration or the Bylaws.

(b) Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions of percentages provided in this Declaration; provided, however, where separate notes or charges exist or are made for a Unit, such items shall be paid by the Unit Owner as charged or incurred.

(c) The Common Surplus shall be owned by Unit Owners in the shares provided by this Declaration.

15. ASSESSMENTS, LIABILITY, LIAIN AND PRIORITY, INTEREST, COLLECTIONS.

(a) The Association shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of this Condominium, including the expenses allocable to services being rendered by a management company with which the Association may contract. Unless specifically waived by the Association, the Assessments shall include property and liability insurance premiums. A Unit Owner, regardless of how title is acquired, shall be liable for all Assessments owing due during the period of ownership. In a voluntary conveyance, the grants shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of such voluntary conveyance.

(b) The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or services, or by abandonment of the Unit for which the Assessment is made.

(c) Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the rate of eighteen (18%) per cent per annum or at the highest rate allowed by law if less than eighteen percent. Assessments and installments not paid when due shall likewise be subject to a late fee in the amount of 5 percent or 1.5% whichever is greater. In the event the Unit Owner shall be more than thirty (30) days delinquent in the payment of any Assessment, or installment thereof, the Association, at its discretion, may, upon five (5) days written notice, declare due and payable all Assessments applicable to such Unit for the year in which the delinquency occurs.

(d) The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, late fees, and interest thereon until paid. Such lien shall also include reasonable attorney fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not any civil action is commenced. Such liens shall be executed and recorded in the Public Records of Orange County, Florida in the manner provided by law, but shall enjoy such priority over existing liens as is provided by F.S. § 718.116 or otherwise by law. The Association may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interests of the Association. Said liens shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

(e) Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on all property, as more fully set forth in the Condominium Act. The Association may, at any sale, bid in it and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

(f) No person who acquires an interest in a Unit, except a first mortgagee through foreclosure (or by deed in lieu thereof), including without limitation persons acquiring title by operation of law, including purchasers at judicial sales, shall be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing by the former owner have been paid.

(g) The Association shall have the right to assign its claim for unpaid Assessments and lien rights therefor to the Developer or to any Unit Owner or group of Unit Owners or to any third party.

(h) The liability of a first mortgage or its successors or assigns who acquire title to a unit by foreclosure or by deed in lieu thereof for unpaid Assessments that became due prior to the mortgagee's acquisition of title shall be as prescribed by P.S. § 718.116(1)(b), as from time to time amended.

(i) There shall be an initial operating assessment imposed as to each Unit in the amount of \$200.00, payable on the transfer of each such Unit by the Developer to a purchaser.

(j) In accordance with P.S. § 718.116(9)(A)(ii), the Developer, in its sole and exclusive discretion, may be excused from the payment of Assessments for the share of Common Expenses attributable to any Unit owned by the Developer and offered for sale during the period subsequent to the recordation of this Declaration and ending not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first Unit occurs. Notwithstanding the Developer's election of such exemption, and except as otherwise provided by statute, the Developer shall nonetheless be obligated to pay such Common Expenses as may be incurred during the period of exemption in excess of Assessments against other Unit Owners.

16. TERMINATION OR CONDOMINIUM.

If all Unit Owners and the holders of all liens and mortgages securing any of the Condominium Property execute and duly record an instrument terminating the Condominium Property or if "Major" damage occurs as defined by Article 31 of the Declaration, said property shall be deemed to be subject to termination and thereafter owned in common by the Unit Owners. The undivided interest in the Common Elements previously secured by each Unit Owner shall then become the undivided interest owned by such owner in the property owned, as follows in common.

17. EXEMITABLE RELIEF.

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and in the event the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of equity, having jurisdiction in and for Orange County, Florida, for equitable relief which may, but need not necessarily, include a termination of the Condominium and a partition.

18. LIMITATION OF LIABILITY.

(a) The liability of the owner of a Unit for Common Expenses shall be limited to the interests for which the Unit is from time to time assessed.

(b) The owner of a Unit shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Elements. A Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a business would be liable for an accident occurring within such facility that was not subject to any condominium regime.

19. LIENS.

(a) With the exception of liens which may result from the initial construction of this Condominium, no liens of any nature may be created subsequent to the recordation of this Declaration against the Condominium Property as a whole (as distinguished from individual units) except with the unanimous consent of the Unit Owners.

(b) Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials shall not be the basis for the filing of a claim of lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association.

(c) In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel of the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the Board to release the lien or record for such Condominium Parcel.

20. REMEDIES FOR VIOLATION.

Each Unit owner shall be governed by the requirements of this Declaration, the Bylaws, and such Rules and Regulations as may from time to time be promulgated by the Association. Failure to do so shall entitle the Association or any Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

21. BASEMENTS.

(a) Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their Units over stairs, streets, walls and other Common Elements.

(b) All Condominium Property shall be subject to perpetual easements for excavations presently existing or which may hereafter be caused by settlement or movement of the building or cause inaccuracies in construction, which easements shall continue until such excavation no longer exists. If the Condominium Property is destroyed and then rebuilt, excavations due to construction shall be permitted and a valid easement for said excavations and its maintenance thereof shall exist.

(c) Easements are reserved through the Condominium Property as may be required for utility service in order to serve the Condominium adequately.

(d) All Condominium Property is subject to any kind of way reparances and assessments of record and such other utility easements as may be approved by the Developer and to any future easements that may be approved by the Association as necessary or appropriate for the use and benefit of the operation of the Condominium.

22. MEMBERSHIP IN ASSOCIATION, VOTING RIGHTS.

(a) The Association shall endeavor to perform the acts and duties described in connection with the management of the Units and Common Elements directed and determined by this Declaration, and the last and ultimate adoption of Assessments necessary to perform said acts and duties.

(b) All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Unit(s).

(c) The owner of each Unit shall be entitled to one (1) vote for each such Unit in accordance with voting privileges set forth in the Bylaws, provided, however, that there shall be no more than one vote per Unit regardless of ownership.

23. ASSESSMENTS.

(a) The Association shall approve annual budgets for this Condominium in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in appropriate detail, and shall show separate estimates for taxes, if any, and insurance for the Common Elements.

(b) Each Unit shall be responsible for the annual Assessment chargeable for each fiscal year, based upon the comparative square footage of the Units. Each owner of a Unit shall own an undivided share in the Common Elements in the same respective percentage amounts. Owners shall own any Common Surplus in the same proportion as their percentage ownership interest in the Common Elements. The annual Assessment shall be broken into at least four (4) equal, quarterly installments, each installment being payable in advance, but the Association has the power to establish more frequent

collection procedures. In addition, the Association has the power to levy special Assessments against each Unit in their respective shares if a deficit should develop or threaten to develop in the treasury for the payment of the expenses of the Association, or if needed for capital improvement.

24. TRANSFER OF CONTROL OF ASSOCIATION

(a) The initial Board of Directors of the Association (or their replacements nominated by Developer) will remain in office, and the Developer will control the Association until the earliest of the following events: (a) three years after sales by the Developer have been closed on 50% of the Units; (b) three months after sales have been closed by the Developer on 90% of such Units; (c) some of the Units having been conveyed to purchasers, the date on which no Units continue to be offered for sale by Developer; (d) seven years after recordation of this Declaration, or (e) the election by Developers to turn over control upon sale and closing of at least 15% of the Condominium Units, Unit Owners other than the Developers shall be entitled to elect one-third (1/3) of the directors of the Association. An employee of a corporate owner, including Developer, shall be eligible to serve as a Director of the Association.

(b) Within seventy-five (75) days of the date on which Unit Owners other than Developers are entitled to elect one or more directors, the Association shall call, with not less than sixty (60) days notice to members, for such election. Immediately following such election, the Developer shall forward the name and mailing address of said new director to the Florida Department of Business and Professional Regulation in accordance with F.S. § 718.391(2).

(c) Within ninety (90) days of the date on which Unit Owners other than Developers are entitled to elect control of the Association, Developer shall, at its own expense, deliver or cause to be delivered to the Association all of the property and records specified by F.S. § 718.301(4).

25. OBLIGATIONS OF MEMBERS

In addition to other obligations and duties hereinafter set out in this Declaration, every Unit Owner shall:

- (a) Pay the Assessments levied by the Association when due.
- (b) Maintain the Unit in good condition and repair, including all interior surfaces within or surrounding the Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit or Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to said Unit.
- (c) Not permit or suffer anything to be done or kept in the Unit which will increase the insurance rates on the Unit or the Common Elements or which will distract or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise, nor shall a Unit Owner permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.
- (d) Conserve to and abide by the Rules and Regulations of the Association in regard to the use of the Unit and Common Elements, and to see that all persons using a Unit through or under an owner do likewise.
- (e) Make no alterations, decorations, repairs, improvements, or changes of the Common Elements or to any outside or exterior portion of the building of the Condominium.
- (f) Allow the agents and employees of the Association to enter any Unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within Units or the Common Elements, or in case of emergency, threatening Units or the Common Elements, or to determine compliance with the Declaration or the Rules and Regulations of the Association.
- (g) Show no signs, advertisement or notices of any type on the Common Elements or a Unit, and erect no exterior antennas and aerials except as provided in Rules and Regulations of the Association.
- (h) Make no repairs to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Association. Plumbing and electrical repairs within a Unit shall be paid for, and be the financial obligation of the owner of the Unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

26.

ENFORCEMENT OF OWNER MAINTENANCE RESPONSIBILITIES.

In the event the owner of a Unit fails to maintain it as required above, or otherwise violates the provisions of this Declaration or of any Rule or Regulation of the Association, the Association or any other Unit Owner shall have the right to proceed in a Court of equity to seek compliance with such provisions, or the Association shall have the right specially to assess the Unit Owner and the Unit for the necessary sums to put the improvement within the Unit in good condition, and to collect such Assessment and have a lien for same as is otherwise provided herein. In the event of such Assessment, the Association shall have the right, for its employees or agents, to enter the Unit and do the necessary work to enforce compliance with the above provisions.

27. PARKING.

The Developer, for such time as it determines in its sole discretion, and therefore the Association, shall have the right to assign and to change the assignments of such parking spaces from time to time as to the Unit Owners, or may at its discretion take no action with respect to such assignments. A portion of the parking spaces may be for the use of guests as determined by and pursuant to the Rules and Regulations adopted by the Association. The right to the use of a designated parking space shall be a use right only, exclusive to the person to whom such space is assigned subject, however, to the provisions of this Article.

28. IMPROVEMENTS AND ALTERATIONS.

There shall be no material alteration or substantial additions to the Common Elements or to the real property subject to this Declaration except as provided by this Article. All such alterations and additions shall be authorized by at least a majority of Unit Owners. Unit Owners may undertake alterations and improvements within their Units only with the express written approval of the Association and in accordance with such reasonable rules and regulations as the Association may, from time to time, promulgate.

29. SALE, RENTAL, LEASE OR OTHER TRANSFERS.

(a) Prior to the sale, rental, lease, sublease, or other transfer of any Unit or any interest therein, the Unit Owner shall notify the Association in writing of the name and address of the person to whom the proposed transfer is to be made and the terms and conditions thereof, and provide such additional information as may reasonably be required by the Association. Failure to do so shall be deemed a breach thereof, and any transfer or lease in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser, lessee, or transferee. Within ten (10) days of receipt of said notice and such supplemental information as it reasonably requires, the Association shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the owner of its decision. No such approval shall be given or deemed to have been given if at the time approval is sought the Unit Owner is delinquent in payment of Assessments. Failure by the Association to act within said ten (10) days shall be tantamount to its consent and deemed a waiver of all objection by the Association. Approval of the Association shall be stated in a certificate executed on behalf of the Association upon receipt by the Association of such proposal, as may from time to time be established by resolution of the Board. In no event shall such approval be exceed the amount established by Fla. S. § 116.112(2)(c) as such provision may from time to time be amended. The Association may further require, as a condition of its approval, of a prospective lessee of a unit, that the said lessee pay over to the Association a security deposit equal to one month's rent, which said deposit shall be held in escrow by the Association and shall protect against damage to the Common Elements or Association property.

(b) The Association shall have the right to require that a substantially uniform form of lease be used by Unit Owners. No Unit Owner shall be relieved of responsibility for compliance with the provisions of this Declaration, or the Rules and Regulations of the Association, by reason of the lease of any Unit.

(c) Notwithstanding any other provisions herein, should any Unit at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the owner of such Unit through foreclosure or by deed in lieu of foreclosure, shall have the unqualified right to sell, lease, or otherwise transfer said Unit, including the fee ownership thereof, without prior approval by the Association.

(d) Notwithstanding any other provisions herein, this Article shall not be applicable to the Developer, who is hereby irrevocably empowered to sell, lease, or rent Units to any lessees or purchasers without consent of the Association. Developer shall have the right to transact any business necessary to consummate sale or leases of Units, including, but not limited to, the right to maintain model Units, have signs, employees in the offices, use the Common Elements and show Units.

Sales office signs and all items pertaining to sales and leases shall not be considered Common Elements and shall retain the property of the Developer.

30. INSURANCE

(a) In accordance with F.S. § 718.111(1), except as provided by paragraph (c) of this Article, the Association shall use its best efforts to obtain and maintain public liability insurance for itself and members, fire and extended coverage insurance, including vandalism and malicious mischief coverage, insuring all of the Condominium Property and the property of the Association, together with such other insurance as the Association deems necessary in and for the interest of the Association, its members, and their mortgagees, as their interests may appear, in a company licensed to do business in the State of Florida, in an amount equal to maximum insurable replacement value as determined similarly. The premiums for such coverage and other expenses in connection therewith shall be assessed against the Condominium Property and the Association Expenses. The named insured shall be the Association, individually and as agent for Unit Owners and their mortgagees, who shall be considered additional insureds.

(b) Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

31. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

(a) Determination to Reconstruc^t or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Elements. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Office Space. If the Association determines that casualty damage has rendered portions of a structure uninhabitable to which no more than 50 percent of the Common Elements are appurtenant, then the damaged improvements shall be reconstructed or repaired. If the Association determines that casualty damage has rendered portions of a structure uninhabitable to which more than 50 percent of the Common Elements are appurtenant, then the damaged improvements will not be reconstructed or repaired and the Condominium shall terminate unless within 60 days after the casualty, the owners of Units as to which at least 75 percent of the Common Elements are appurtenant agree in writing to seek reconstruction or repair.

(b) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Association.

(c) Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be solely responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(d) Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(e) Special Assessments. The amount by which insurance proceeds is reduced on account of a deductible clause in an insurance policy shall be assessed against all Unit Owners in proportion to their shares in the Common Elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of the reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

32. TAX ASSESSMENT

For the purpose of ad valorem taxation, the interest of the owner of a Condominium Parcel in its Condominium Unit and in the Common Elements shall be considered as a single Unit. The value of said Unit shall be equal to the percentage of the assessed value of the entire Condominium, including land and improvements, as has been assigned to said Unit in this Declaration. The total of all of said percentages shall equal 100% of the assessed value of all of the land and improvements thereon.

33. ENCROACHMENTS

In the event any portion of any Unit encroaches upon the Common Elements as a result of the construction, reconstruction, repair, shifting, settling or moving of any portion of the condominium property, a valid easement for the encroachment, and for the maintenance of the same, shall exist so long as the encroachment exists.

34. REGULATED SUBSTANCES

(a) Hazardous Materials

(1) As used in this Declaration, "Regulated Substance" shall mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, a hazardous toxic or radioactive substance, or other similar term, by any federal, state, or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including but not limited to, the statutes and regulations listed below.

Federal Resource Conservation and Recovery Act
of 1976, 42 U.S.C. §§ 6501 et seq.

Federal Comprehensive Environmental Response,
Compensation, and Liability Act of 1980, 42
U.S.C. §§ 9601 et seq.

Federal Clean Air Act, 42 U.S.C. §§ 7401-7626

Federal Water Pollution Control Act, Federal
Clean Water Act of 1972, 33 U.S.C. §§ 1251 et seq.

Federal Insecticide, Fungicide, and Rodenticide
Act, Federal Pesticide Act of 1978, 7 U.S.C.
§§ 13 et seq.

Federal Toxic Substances Control Act 15 U.S.C.
§§ 2601, et seq.

Federal Safe Drinking Water Act, 42 U.S.C.
§§ 300f-9 et seq.

Chapter 442, Florida Statutes, 40 Code of Federal
Regulations, Sections 115.4, 162.31, 261.21
261.22, 261.23, 261.24, 261.31, 261.32
261.33 and Appendix VII

49 Code of Federal Regulations, Section 172.

(ii) The following materials and uses are absolutely prohibited within the Condominium Property:

A. Any materials or substances containing PCB's,
dioxins, or other toxic or Regulated Substance that may

be so designated from time to time by the Association or Governmental Agency, other than small amounts of solvents, cleaning compounds, and other substances used in the ordinary course of business.

B. On-site disposal of any Restricted Substance.

C. Storage tanks for fuels or other flammables.

35. MISCELLANEOUS.

(a) If any provision of this Declaration, of the Bylaws of the Association, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration and Bylaws and the application of any such provision, section, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

(b) Nothing in this Declaration shall be construed as limiting the power and remedies of the Association as set forth by the Condominium Act. Should the Association at any time find it necessary to bring Court action to bring about compliance with this Declaration, the Bylaws, or Rules and Regulations of the Association, upon a finding by the Court that the violation, or the continuation thereof, was willful and deliberate, the noncomplying Unit Owner shall reimburse the Association for the costs, including reasonable attorneys' fees, incurred by it in bringing such compliance action.

(c) Copies in this Declaration are for ease of reference and do not constitute a part of this Declaration.

(d) Notwithstanding any other provision in this Declaration, Developer is irrevocably empowered to sell, lease, or rent Condominium Units on any terms to any purchasers or lessees for as long as it owns any Unit of the Condominium.

(e) All notices to the Association required or desired hereunder or under the Bylaws or Rules or Regulations of the Association shall be sent by certified mail, return receipt requested, to the Association, in care of its office at the Condominium, or at such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such address as may have been designated by the Unit Owner from time to time in writing to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses or such other addresses as may be designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when mailed in the proper addressed postage paid, sealed wrapper, except notices of changes of address which shall be deemed to have been given when received a five days after mailing, which ever shall first occur.

(f) The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless validly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

(g) The Association shall not be responsible to any mortgagee or lessor of any Unit hereunder, and may assume the Unit in lieu of any such mortgagee or lessor unless written notice of the existence of such mortgage or lien is received by the Association.

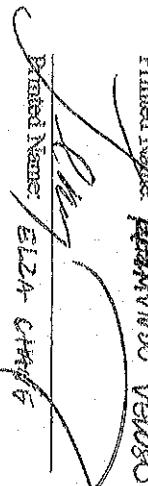
(h) Each Unit Owner, by reason of acquiring ownership (whether by purchase, gift, operation of law or otherwise), and each mortgagee and occupant of a Unit shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration and of the Articles and Bylaws of the Association, and applicable Rules and Regulations are fair and reasonable in all material aspects.

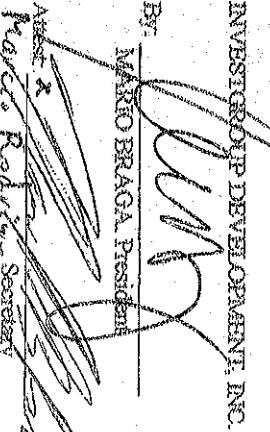
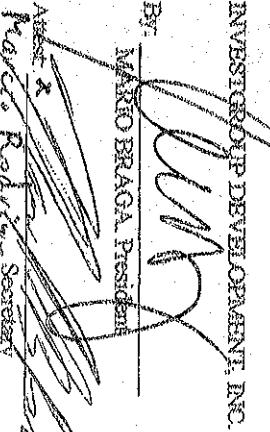
OR BK 6563 PG 2207
Orange Co FL 2002-033251

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2002.

Signed, sealed and
Delivered in the Presence of:


Printed Name: MARIO BRAGA


Printed Name: ELZA C. CHACON


By: MARIO BRAGA, President
Attest & 
Rodger S. Searcy, Secretary

[Corporate Seal]

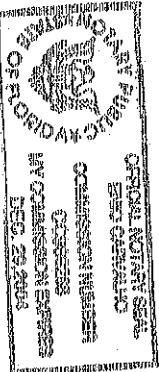
6606 Kingspointe Parkway
Orlando, Florida 32819

State of Florida
)
) ss.

County of Orange

I hereby certify that on this 20th day of June, 2002, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MARIO BRAGA, President of INVESTGROUP DEVELOPMENT, INC., personally well known or satisfactorily identified by FLORIDA Drivers Licenses to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same, freely and voluntarily, in the capacities and for the purposes therein stated.

[Seal]




Lana Gandy

Notary Public
Notary Commission Expires:

DEC. 29, 2004

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Gaines Co FL 386-63385

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	45'-6"	45'-6"	45'-6"	45'-6"	45'-6"
PUT	102	103	104	105	106
BAY LEADS OVER	3	2	1	0	0
4705 SF. (40' X 100')	3	2	1	0	0
500 SF. (25' X 20')	3	2	1	0	0
5298 SF. TOTAL	3	2	1	0	0
(MP X 2)	3	2	1	0	0

BOOK

PROPOSED LOT SPLIT

DRAINAGE EASEMENT

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EXHIBIT B

Share of Common Expenses and Surplus
InvestGroup Service Center Condominium

UNITS	SQUARE FEET	PERCENTAGE
101	5300	8.3%
102	5300	8.3%
103	5300	8.3%
104	5300	8.3%
105 ←	5300	8.3%
106	5300	8.3%
107	5300	8.3%
108	5300	8.3%
109	5300	8.3%
110	5300	8.3%
111	5300	8.3%
112	5300	8.3%
12 Units	63600	100.0%

SCHEDULE "A"

DESCRIPTION

THE NORTH 38 FEET OF BLOCK "U", CROMPTON CONGRESS PARK PHASE 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGES 37-39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING HERE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KINGSPURTE PARKWAY (32'0" FEET WSW) SAD POINT BEING THE COMMON NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND SAD BLOCK "U" AND THE SOUTHEAST CORNER OF SAD BLOCK "Y" OF SAD CROMPTON CONGRESS PARK PHASE 2, SAD POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 281.04 FEET, A CENTRAL ANGLE OF 4705.33 AND A CHORD BEARING AND DISTANCE OF 27128.32 %, 218.47 FEET THENCE ALONG SAD CURVE TO THE LEFT, AND ALONG SAD RIGHT-OF-WAY LINE IN ACC DISTANCE OF 22384 FEET TO THE POINT OF TANGENCY, HENCE CONTINUING ALONG SAD RIGHT-OF-WAY LINE S105°47'0E, A DISTANCE OF 147.50 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HENCE DEPARTING SAD RIGHT-OF-WAY LINE AND ALONG SAD BLOCK "U", BEING AS A DISTANCE OF 542.00 FEET TO A POINT ON THE WEST LINE OF SAD BLOCK "U" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE ALONG SAD WEST LINE N005°20'4 A DISTANCE OF 3200 FEET TO THE SOUTHEAST CORNER OF SAD BLOCK "Y" AND THE SOUTHWEST CORNER OF SAD BLOCK "U" FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT THENCE ALONG THE COMMON LINE OF SAD BLOCKS "U" AND "Y", N072°40'5 A DISTANCE OF 2200 FEET TO THE POINT OF BEGINNING.

EXHIBIT C(1)



FLORIDA DEPARTMENT OF STATE

Katherine Harris
Secretary of State

May 23, 2002

INVESTIGATIVE CONTRACTOR ASSOCIATION, INC.
6500 KINGSTON PLAT., SUITE
ORLANDO, FL 32819

JR 3k 6363 PG 7-361
Orange Co FL 2002-233B69



The Articles of Incorporation for INVESTIGATIVE CONTRACTOR ASSOCIATION, INC. were filed on May 22, 2002, and assigned document number number 0003942. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under fax audit number 002000142443.

A corporate annual report/business report will be due this office between January 1 and May 1 of the year following the calendar year of the filer date. A Federal Employee Identification (FEI) number will be required before this report can be filed. Please apply for this via the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please let us know if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at the address below:

Sincerely,
Wanda Cunningham
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 0020003330

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227-61-02 11-48A. See Tiley & Company Pa

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CENTRAL ASIAN STUDIES

SOCIETY FOR THE HISTORY OF MEDICINE

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THE HOUSE OF COMMONS
AND THE HOUSE OF PEERS.

22 MAY 1944
DIVISION OF CIVILIAN
PROTECTION

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The present age seems to be one of great
activity and interest in the field of education,
and it is evident that the demand for
higher education is increasing rapidly.
The growth of knowledge and the development
of new fields of study have created a
need for more advanced educational institutions,
and the establishment of new universities
and colleges has been a prominent feature
of the educational movement in recent years.
The demand for higher education is
now so great that it is difficult to meet
the needs of all who desire to receive
such an education, and the problem
of providing adequate facilities for
higher education is one that must be
carefully considered by all who are
interested in the welfare of the country.

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“The world is full of suffering. It is also full of the tools of avoidance and denial which enable us to ignore the suffering. The world is full of pain. It is also full of the tools of compassion which enable us to alleviate the pain.”

22-32-03-359
Key-22-02-091304 Survey & Company Inc 107-307 3332

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ARTICLE IV

POWERS

The Association shall have all of the powers law and statutory powers of a corporation not for profit, which are not in conflict with the laws or these Articles, the Declaration, the Bylaws or the Association and the Corporation Act.

B. The Association shall have all of the powers under and subject to the Constitution, Bylaws and the Declaration and shall keep all of the powers necessary necessary to implement the purposes of the Association, including but not limited to the following:

1. To make, adopt and amend by-laws and regulations governing the use of the Common Areas or private areas.
2. To determine, try and settle disputes between the Members, the Board and the Bylaws and the Constitution, and to provide for the protection of all persons in the course of their business or personal affairs.
3. To establish, try and settle disputes between the Board and the Bylaws and the Constitution, and to provide for the protection of all persons in the course of their business or personal affairs.
4. To represent the Association in all proceedings of the Board, the Association, the Bylaws, the Constitution, and the members of the Association.
5. To collect by legal process all debts due to the Association, the Board and the members of the Association, and to collect fines imposed by the Board or the Association, and to be entitled to be paid by the Association, the Board or the members of the Association, all amounts due to the Association, the Board and the members of the Association.
6. To assess for the payment, collection and defense of the Association, the Board or the members of the Association, the Board or the members of the Association, any amount due to the Association, the Board or the members of the Association, or to be entitled to be paid by the Association, the Board or the members of the Association, the Board or the members of the Association, all amounts due to the Association, the Board and the members of the Association.
7. To negotiate and enter into agreements, to acquire leases, to lease, to sell, to buy or otherwise transfer, to exchange, to lease or let, to lease or let, to sublease, to assign or otherwise transfer, to lease or let, to lease or let, to sublease, to assign or otherwise transfer, to the Board or the members of the Association, the Board or the members of the Association, the Board or the members of the Association, any property or interest in property for the benefit of or otherwise or behalf of the members.
8. To negotiate by purchase, lease or otherwise, with the Condominium Owner or any other person, which are not in conflict with the laws or these Articles, the Declaration, the Bylaws or the Association and the Corporation Act.

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John Chidester

**9. To approve or disapprove the sale, exchange or lease of real property to be provided by the
Debtors and the Bank.**

**10. To employ persons to perform the services required for general operation and maintenance
of the Condominium.**

11. To obtain insurance for the Condominium.

ARTICLE V

MEMBERS

The members of the Association shall consist of all of the persons, owners of the houses, apartments, duplexes, or buildings, in the Condominium and the Association shall have been formed, located at Orlando, Florida, or any other place or place where the Condominium is located or the location is to take in the Condominium and by the delivery to the Association of a written copy of such instrument to the Condominium by such instrument the party signing the instrument shall be deemed to be a member of the Condominium and shall be entitled to participate in the Condominium.

The name of a member in the Condominium and address of the Association may not be changed and members may not be removed from the Condominium.

ARTICLE VI

VOTING

ARTICLE VII

The Association shall have power to make rules and regulations for the government of the Condominium.

ARTICLE VIII

ARTICLE IX

The principal office of the Association shall be located at 6620 Kingsbridge Plaza, Suite 100, Orlando, Florida 32819, but the Association may establish offices and conduct business in such other place, within or without the State of Florida, as the Board may from time to time determine.

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It is proposed to have a Board of Directors, the members of which will be elected by the members of the Association. The Board will consist of five Directors. The initial Board shall consist of three Directors. Directors need not be members of the Association.

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The Board shall be a President, Secretary and Treasurer, and as many Vice Presidents, Directors and Auditors as may be necessary. The President shall be elected from among the members of the Board, but no Vice President or Director. The term of office for both the officers and directors of which are not more than three years. However, the term of President and Vice President shall not be fixed by the Board, but shall be determined by the Board and Secretary or Associate Secretary, as indicated in

Observe and be assured of my respects by the Board & I am very much obliged to you for your present of the Books.

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None of the officers shall serve and his successors elected or appointed by the Board
shall serve.

MARIO BRAZZA, as President - Treasurer

MARSHAL DUANE, as Vice President

MARIO BRAZZA, as Secretary

ARTICLE XI
REORGANIZATION

No Director or officer shall be liable to the Association or to the members thereof for any damage of judgment or costs or expenses or otherwise, other than for his own willful conduct or willful neglect, director or officer of the Association shall be indemnified by the Association against all expenses and judgments, including counsel fees, reasonably incurred by or defense him in connection with any proceeding at any forum, at any place or before any court or party or to persons for any damage incurred by reason of his being or having been a director or officer of the Association, whether or not he be a director or officer at the time such damages are incurred, such as may occur in the discharge of his duties, provided that in the event of a judgment, the judgment may be rendered only where the Board approves such judgment and the judgment so rendered is held to not exceed the amount so incurred. The foregoing shall not apply to claims of damages to the other members of the Association. The foregoing shall not apply to claims of damages to the other members of the Association.

ARTICLE XII

SIGNATURES

The original signature of the members shall be affixed to the document and may be witnessed by the witness.

ARTICLE XIII

AMENDMENTS

A Notice of the specific name of the proposed amendment shall be included in the notice of any meeting at which such proposal shall be considered.

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May 22, 1952 00:35P
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P-68

b. A resolution for the adoption of the proposed amendment, may be proposed either by the Board or by the members of the Association, and after being proposed and approved by either the Board or the members, must be submitted for approval by the other. Approval must be by at least a majority of the members and by at least a majority of the Board.

ARTICLE XIX

This convention shall commence having on the day of the acceptance of these articles of incorporation and shall exist properly until some general meeting to have upon dissolution of the organization, unless shall be distributed for one or more escape purposes within the meaning of section 516(3) of the Internal Revenue Code of 1939, or corresponding section of any State Taxes Tax Code, or shall be distributed to the Federal, state or local government for a public purpose. Any net assets not so disposed of shall be disposed of by a court of competent jurisdiction in accordance with the principles of this organization if such should occur during the term of existence.

ARTICLE XX

IN THE NAME OF THE
BRITISH CONFEDERATION

WILLIAM H. COOPER
SECRETARY

THE BRITISH CONFEDERATION OF THE AMERICAN SAILING ASSOCIATION

WILLIAM H. COOPER

WILLIAM H. COOPER

01-02 11:51A SCL Tley & Company P.A.

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Mar 22-02 08:58P
May-02-02 09:32A Mar Tley & Company P.A.

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CERTIFICATE DESIGNATING PLACE OF REGISTRATION
FOR SERVICE OF PROCESS WITHIN THIS STATE.
NAME OF REGISTERED AGENT UPON WHICH
PROCESS MAY BE SERVED.

This certificate is submitted in compliance with F.S. 37-42(9) and 767-0002.

INVESTIGATOR: **CONEXCOMMUNAL ASSOCIATION, INC.**, doing business as **Investigations Inc.** is a corporation under the laws of the State of Florida, with its principal office at 1000 N. Orange Ave., Orlando, Florida, 32801, and has agreed to act in the capacity set forth below as the Registered Agent to accept service of process within the State of Florida. **REGISTRATION NUMBER: 60042591**, **FLORIDA BUSINESS PLATE**, **Orlando, Florida**.

It is hereby agreed to accept service of process for the above named corporation, at the place designated in the Certificate. I, hereby agree that I will receive and accept the documents so served, and that I agree to act in the capacity set forth below as the Registered Agent to accept service of process within the State of Florida.

INVESTIGATOR
CONEXCOMMUNAL ASSOCIATION, INC.

John L. Tley
John L. Tley, Esquire
TLEY & COMPANY, P.A.

20 MAR 22 AM 11 A
REGISTRATION NUMBER
FLORIDA BUSINESS PLATE

DR BK 6565 P. 7 308
Orange Co FL 506-223861

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EXHIBIT C (2)



FLORIDA DEPARTMENT OF STATE

Katherine Harris

Secretary of State

July 3, 2002

INVESTGROUP CONDOMINIUM ASSOCIATION, INC.
6600 KINGSPoint PKWY., SUITE
ORLANDO, FL 32819

Re: Document Number M02000003942

The Articles of Amendment to the Articles of Incorporation of INVESTGROUP CONDOMINIUM ASSOCIATION, INC., a Florida corporation, were filed on July 2, 2002.

This document was electronically received and filed under file audit number 802000160259.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Karen Glass
Corporate Specialist
Division of Corporations
Telephone Number: 850-245-6193

DR DR 5/2002 P# 7323
Divisions of FL 2002-003852

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
Investgroup Condominium Association, Inc.
No20000003942

FIRST: The name of the corporation whose articles are to be amended is INVESTGROUP CONDOMINIUM ASSOCIATION, INC. A Florida Not-for-profit corporation

SECOND:

The text of the amendment is as follows:

The phrase INVESTGROUP CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM is deleted from Article II, and in its place is inserted the following: INVESTGROUP SERVICE CENTER, A CONDOMINIUM.

THIRD: The corporation has no members entitled to vote. The foregoing amendment was adopted by unanimous vote of the board of directors of the corporation on June 27, 2002

Signed this 27th day of June, 2002.

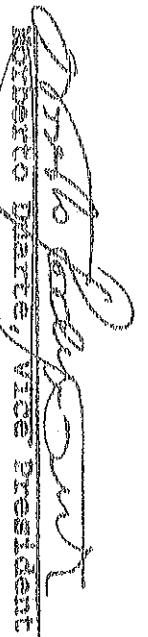

Roberto Marte, Vice President

EXHIBIT "D"

BYLAWS

OF
INVESTGROUP CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Florida Corporation

ARTICLE I
GENERAL

Section 1. The Name: The name of the corporation is INVESTGROUP CONDOMINIUM ASSOCIATION, INC.

Section 2. The Principal Office: The principal office of the corporation shall be 6666 Kingspointe Parkway, Orlando, FL 32819 or such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept at the principal office.

Section 3. Definitions. As used herein, terms defined in the Declaration of Condominium for INVESTGROUP CONDOMINIUM ASSOCIATION, INC., a CONDOMINIUM, to which these Bylaws are attached shall mean the same herein.

ARTICLE II
DIRECTIONS

Section 1. Number and Term. The number of directors, which shall constitute the whole board, shall be neither less than three (3) nor more than nine (9). Except for the Initial Directors designated in the Articles of Incorporation and any other Directors elected or appointed by the Developer, a director shall be elected to serve for a term of one (1) year, or until his successor has been elected and qualified. An employee of an owner, such as the Developer, shall be eligible to serve as director of the Association.

Section 2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a Quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurs.

Section 3. Removal.

Directors may be removed by an affirmative vote of a majority of the members.

Section 4. Initial Board of Directors. The Initial Board of Directors designated in the Articles shall hold its office and exercise all the powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding, provided any or all of said Directors shall be subject to replacement as hereinafter provided in the event of a vacancy.

Section 5. Powers and Duties. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation, or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- (a) To make and collect regular and special assessments and establish the time within which payment of the same are due.
- (b) To use and expend the assessments collected to maintain, care for, and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by unit owners.

(c) To purchase the necessary equipment and tools required for the maintenance, care, and preservation of the condominium property.

(d) To enter into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with such maintenance, care, and preservation.

(e) To insure and keep insured the condominium property against loss from fire and other casualty, to insure and keep insured the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

(f) To collect delinquent assessments by suit or otherwise, abate nuisances, and enjoin or seek damages from the unit owners for violations of these By-Laws, the Rules and Regulations of the Association, and the terms and conditions of the Declaration.

(g) To employ and compensate such personnel as may be required for the maintenance and preservation of the property of the condominium.

(h) To make reasonable Rules and Regulations for the occupancy of the condominium property.

(i) To acquire, rent, lease, or otherwise possess a condominium parcel in the name of the Association or a designee.

(j) To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have a specific approval of the Board of Directors or membership.

Section 6. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 7. Election of Directors.

the Developers, directors shall be elected at the annual meeting of members. Not less than sixty (60) days before the scheduled election, the Association shall give written notice to each member entitled to vote thereof of the date of the scheduled election. Any member desiring to be a candidate for the board, shall give written notice to the Association thereof not less than forty (40) days before the election. Along with the written notice of annual meeting and agenda, the Association, at least 14 days before the meeting, shall mail or deliver a second notice of election to all members entitled to vote thereof, together with a ballot listing all candidates. At the request of a candidate, the second notice shall also include a candidate information statement or one letter size page, provided such statement has been delivered to the Association at least 35 days prior to the scheduled election. Election of directors shall be decided by a plurality of ballots cast in person by those entitled to vote, with no quorum requirement, provided however that at least 20 percent of those entitled to vote in fact cast a ballot in person. Election of directors need not be by secret ballot, but secret balloting may be authorized by resolution adopted by the Board and communicated to members at least 60 days prior to the scheduled election.

Section 8. Meetings of Directors.

(a) The annual meeting of each newly elected Board of Directors shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

(b) Special meetings of directors shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally by mail or facsimile, at least ten (10) days before the date of such meeting, but the directors may waive notice of the meeting in accordance with applicable law.

(c) Meetings of the Board shall be open to all unit owners and notices of

meetings shall be conspicuously posted 48 hours in advance, except in an emergency.

(d) A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting without notice until a quorum shall be present.

Section 9. Meeting of Directors by Telephone. When any board or committee members may be counted toward a quorum and may vote by telephone. A telephone conference, those Board or committee members may be counted toward a quorum and may vote by telephone. A telephone speaker shall be used.

Section 10. Order of Business. Unless otherwise agreed upon by the Board, the order of business at all meetings of the Board shall be as follows:

1. Roll call;
2. Reading of Minutes of last meeting;
3. Consideration of communications;
4. Resignations and elections;
5. Reports of officers and employees;
6. Reports of committees;
7. Unfinished business;
8. Original resolutions and new business;
9. Adjournment.

ARTICLE III

EXECUTIVE COMMITTEE

Section 1. Executive Committee. The Board of Directors may, by resolution, appoint an Executive committee of two (2) or more members, to serve at the pleasure of the Board, to consist of such Directors as the Board may from time to time designate. The Chairman of the Executive Committee shall be designated by the Board of Directors.

Section 2. Procedure. The Executive Committee, by a vote of a majority of its members, shall fix its own times and places of meeting, shall determine the number of its members constituting a quorum for the transaction of business, etc. and shall prescribe its own rules of procedure, no change in which shall be made save by majority vote of its members.

Section 3. Powers. During the intervals between the meetings of the Board of Directors, the Executive Committee shall possess and may exercise all the powers of the Board in the management and direction of the business and affairs of the Association.

ARTICLE IV

OFFICERS

Section 1. Executive Officers. The executive officers of the corporation shall be a President, Vice-President, Treasurer, and Secretary, all of whom shall be elected annually by the Board. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director ex-officio. If the Board so determines, there may be more than one Vice-President.

Section 2. Substitute Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 3. Tenure of Officers - Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and

agents to any officer of the Association.

Section 4. President

(a) The President shall preside at all meetings of members and directors. The President shall have general and active management of the business of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the corporation. The seal, when affixed, shall be attested by the signature of the Secretary.

(b) The President shall have general supervision and direction of all the other officers of the corporation and shall see that their duties are performed properly.

(c) The President shall submit a report of the operations of the corporation for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting,

and from time to time shall report to the Board any matter affecting the corporation that may require notice to the Board.

(d) The President shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary.

(a) The Secretary shall keep the minutes of meetings of members and of the Board in one or more books provided for that purpose.

(b) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-laws and as required by law.

(c) The Secretary shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized or required.

(d) The Secretary shall keep a register of the Post Office address of each member, which shall be furnished to the Secretary by such member.

(e) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer.

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

(b) Unless otherwise directed by the Board of Directors, the Treasurer shall disburse the funds of the Corporation as ordered by the Board, taking proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his actions as Treasurer and of the financial condition of the Association.

Section 8. Audit Board. In accordance with F.S. § 718.111(1)(d), the Association shall obtain and maintain

adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. Any such policy or bond shall cover the maximum funds that will be in the custody of the Association or its management agents, if any, at any one time. The requirements of this section shall apply, but are not necessarily limited to, those individuals authorized to sign checks, and to the President, Secretary and Treasurer of the Association.

Section 9. Vacancies.

If the office of any Director, or of the President, Vice-President, Secretary or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these Bylaws, may choose a successor or successors who shall hold office for the unexpired term of such office.

Section 10. Resignations. Any Director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE V
MEMBERSHIP

Section 1. Definition. Membership in the Association shall be limited to owners of Units in the Condominium in accordance with the Declaration of Condominium.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel.

Section 3. Written Inquiry by Members. Unit Owners may submit written inquiry to the Board of Directors by certified mail, return receipt requested. The Board shall respond in writing within 30 days of receipt of such inquiry in one of the following forms: (a) substantively, (b) by notice that a legal opinion has been requested by the Board, or (c) by notice that advice has been requested by the Board from the appropriate division of the Department of Business and Professional Regulation. In the event the Board gives such notice, it shall then (a) respond substantively to the inquiry within 10 days of receipt of advice from the Department of Business and Professional Regulation, or (b) provide a substantive response within 60 days of its request for legal opinion, as may be appropriate. Failure of the Board to provide a substantive response to the inquiry as provided herein and by P.S. § 718.112(2)(a)(c) shall preclude the Board from recovery of attorney's fees and costs in any subsequent litigation, or other proceeding arising out of the inquiry. Notwithstanding the foregoing, the Board shall be under no obligation to respond to more than one such inquiry from the same unit Owner within any single 30-day period, but may respond in a subsequent 30-day period, as applicable. The Board may adopt reasonable rules and regulations regarding the frequency and manner of responding to such Unit Owner inquiries.

ARTICLE VI
MEETINGS OF MEMBERS

Section 1. Place. All meetings of the corporate members shall be held at the office of the corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting

(a) The first annual meeting of members shall be held within one year from the date of incorporation of the Association unless otherwise fixed by the Board and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 o'clock, p.m. If the day prescribed for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If an annual meeting is rescheduled, the Directors then in office shall continue to hold office until the annual meeting is held.

(b) At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

(c) Written notice of the annual meeting and copies of the agenda and of the proposed budget shall be served upon or mailed to each member entitled to vote thereat at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting, and such notice shall be posted at a conspicuous place on the Condominium property at least 14 continuous days prior to said meeting.

Section 3. Membership List. At least thirty (30) days before every election of directors, a complete list of members entitled to vote at such election shall be prepared by the Secretary. Such list shall be produced and kept during the 30 day period and through the date of the election at the office of the corporation, such list to be open to examination by any member throughout such period.

Section 4. Special Meetings.

(a) Special meetings of members may be held for any lawful purpose or purposes unless otherwise proscribed by statute or by the Articles of Incorporation. Such a meeting may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting.

(b) Written notice of a special meeting, stating the time, place, and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least fourteen (14) days before such meeting, and shall be posted at a conspicuous place on the condominium property at least fourteen (14) days prior to said meeting.

(c) Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

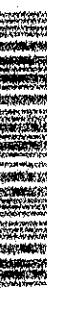
Section 5. Quorum. Fifty per cent (50%) of the total number of members of the corporation, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meetings of members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation, or by these Bylaws. If, however, such quorum shall not be present or represented at any meeting of members, the members entitled to vote therein, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcements at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, 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 statutes, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote. Each Unit Owner shall be entitled to one (1) vote for each unit owned by him. At any meeting of members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation owns a commercial unit, they shall file a certificate with the Secretary naming the person authorized to cast votes for said commercial unit. If such certificate is not on file at the time of the meeting, the vote of such owner shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met. Corporations shall have the right to membership in the Association.

Section 8. Action of Members without a Meeting.

(a) Any action required or permitted to be taken by members at an annual or special meeting of members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to



vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. Any such action shall be evidenced by one or more written consents describing the action taken, dated and signed by approving members having the requisite number of votes and entitled to vote on such action, and each such consent shall be delivered to the corporation at its principal place of business in this state. No such action shall become effective unless such written consent is signed by members having the requisite number of votes necessary to authorize the action within 60 days of the date of the earliest dated consent and is delivered to the corporation in the manner required by this section.

(b) Any written consent may be revoked prior to the date that the corporation receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the corporation at its principal place of business.

(c) Within ten days after obtaining such authorization by written consents, the corporation shall give notice thereof to each member entitled to vote on the action but who have not consented thereto in writing. The notice shall fairly summarize the material features of the authorized action.

(d) Any action taken in accordance with this section shall have the effect of a meeting vote and may be described as such in any document.

(e) The written consent or consents evidencing approval of any action taken pursuant to this section shall be filed among the records of the corporation with the minutes of proceedings of members.

Section 9. Order of Business. The Order of Business at annual meetings of members and as far as practical at other members' meetings will be:

1. Election of Chairman
2. Roll call
3. Proof of Notice of Meeting or Waiver of Notice
4. Reading of Minutes of Prior Meeting
5. Officers' and Committee Reports
6. Elections
7. Unfinished Business
8. New Business
9. Adjournment

ARTICLE VII
NOTICES

Wherever under the provisions of the Statutes, Articles of Incorporation, or these Bylaws, notice is required to be given to any director or member, it shall not be construed to mean personal notice but such notice may be given in writing by regular mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed to the director or member at such address as appears in the books of the corporation, or may be transmitted in person or by facsimile.

ARTICLE VIII
ASSESSMENTS, OFFICIAL RECORDS & REPORTING

Section 1. Determination of Assessments.

(a) The Board of Directors shall fix and determine from time to time the sum of sums necessary and adequate for the Common Expenses, including reserve requirements, of the Condominium Properties. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements

and the Limited Common Elements, all costs of carrying out the powers and duties of the corporation, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered on behalf of the Corporation to make and collect Assessments and to maintain, repair and replace the Common Elements and the Limited Common Elements. Funds for the payment of common expenses shall be assessed against the Unit Owners in the manner provided in the Declaration and shall be payable as provided therein. Special Assessments, if any, shall be fixed by the Board of Directors and shall be levied and paid in the same manner provided for regular Assessments.

(b) When the Board of Directors has determined the amount of any Assessment, the Secretary-Treasurer of the Association shall mail or present a statement of the Assessment to each of the Unit Owners. All Assessments shall be payable to the Association. The Board of Directors may authorize the President to enter into a management contract with third parties to which the power to levy and collect assessments may be delegated.

Section 2. Financial Reports. Within 90 days of the close of the fiscal year of the Association, the Board shall cause to be prepared a financial report for the preceding fiscal year. The report shall consist of a statement of cash receipts and disbursements and shall disclose the amount of receipts and expenses by accounts and receipt classifications, including, but not limited to the following as applicable: security, professional and management fees and expenses, taxes, refuse collection, utility services, landscaping, building maintenance and repair, insurance, administrative and salary expenses, reserves accumulated and expended for capital expenditures and other reserve items. Within twenty-one (21) days of receipt or completion of the report by the Association, copies thereof shall be mailed or hand delivered without charge, to each Unit Owner.

Section 3. Annual Budget. The Board of Directors at least annually shall prepare and adopt a budget for the upcoming fiscal year. A copy of a proposed annual budget, prepared in accordance with the requirements of F.S. § 718.112(2)(G), shall be mailed to Unit Owners not less than fourteen (14) days prior to the meeting of the Board of Directors at which the proposed budget will be considered, together with a notice of that meeting. An affidavit of compliance with such notice requirement shall be filed with the records of the Association. Such meeting shall be open to Unit Owners.

Section 4. Official Records.

(a) The following records shall be maintained by the Association from its inception and shall constitute the official records of the Association:

- (i) Copies of the plans and specifications used in the construction of the Condominium with accompanying certificate specified by F.S. § 718.301(4)(F), together with a list of all contractors, subcontractors and suppliers known to have furnished labor or materials for the construction of the Condominium.
- (ii) Copies of certificates of occupancy and other permits applicable to the Condominium Property issued within one year of the date Unit Owners other than Developers take control of the Association.
- (iii) All written warranties in effect on the date of the transfer of control by Developers to Unit Owners.
- (iv) Copies of the recorded Declaration, articles of incorporation of the Association, the Association bylaws, the Association's Rules and Regulations, and each amendment thereto.
- (v) The corporate record book of the Association, including minutes of all meetings, and notices of resignation of officers and directors.
- (vi) The current roster of Unit Owners, Unit identifications, mailing addresses, voting certifications, and, if known, telephone numbers.
- (vii) All current insurance policies.

(vii) Current copies of all management agreements, leases, and other contracts to which the Association is a party or which otherwise obligates the Association or Unit Owners.

(ix) The accounting records of the Association as specified by F.S. § 718.111(12)(a)(11) to be retained for a minimum of seven (7) years.

(x) Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by Unit Owners to be maintained for at least one (1) year after the date of the election to which they pertain)

(xi) All other records of the Association relating to its operations.

Section 5. Access to Official Records. The official records of the Association shall be available to members and their authorized agents for inspection at all reasonable times on the Condominium Property. The Association may adopt reasonable rules and regulations regarding the frequency, time, location, notice, and manner of record inspections and copying, and may charge its actual costs for the preparation and furnishing of such documents to those requesting same. Copies of such documents shall be furnished to those entitled to inspection within five (5) days of receipt by the Association of written request therefor.

ARTICLE IX CORPORATE SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year and state of its organization, and the words "Non-Profit". Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLES MISSING

Section 1. Enforcement of Lien for Assessments. In the event a unit owner does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and the statutes made and provided therefor.

Section 2. Sale After Foreclosure. If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for public or private sale and at such time as a sale is consummated, it shall deduct from the proceeds of sale said all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees, and expenses necessary for the repair and maintaining of the unit in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of subject unit.

Section 3. Other Enforcement Action. In the event of a violation, other than non-payment of assessments, of the provisions of the Declaration, corporate Articles, Bylaws, or Rules and Regulations, as the same are or may hereafter be construed, which continues for thirty (30) days after notice from the Association to the unit owner(s) to correct said breach or violation, the Association may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it may deem appropriate. A mortgagee (as such term is defined in the Declaration) of a unit shall be entitled to written notice from the Association of any default by the mortgagor of such unit under the condominium documents which is not cured within thirty (30) days. In the event such legal action is brought against a unit owner and results in a judgment for the plaintiff, the defendant shall pay the Plaintiff's reasonable attorney's fees and court costs. Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless the availability of the other equally adequate legal procedures. It is the intent of all owners of the commercial units to give to the corporation a method and procedure which will enable it at all times to operate on a

business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owner's right to enjoy his unit, free from unreasonable restraint and nuisance.

ARTICLE XI JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one vote or block in the management of the affairs of the corporation.

ARTICLE XII AMENDMENT TO BYLAWS

These Bylaws may be altered, amended or added to at any duly called meeting of directors, provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all the directors, in person or by proxy. Any such alteration, amendment or addition may also be approved by a majority of directors acting without a meeting in accordance with the provisions of these bylaws.

ARTICLE XIII CONSTRUCTION

Section 1. Masculine/Feminine. Whenever the masculine singular form or person is used in these Bylaws it shall be construed to mean the masculine, feminine or neuter, singular or plural, whenever the context so admits or requires.

Section 2. Severability. Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The undersigned hereby certifies that the foregoing were adopted as the Bylaws of INVESTIGROUP CONDOMINIUM ASSOCIATION, INC. at the first meeting of its Board of Directors.



Mario Rodriguez, Secretary

Dated May 23, 2002

CR Blk 255 Pg 23
Orange Co FL 32633
Recorded - Martha C. Haynie

DR Bk 6565 Pg 7-321
Orange Co FL 2002-033852
87/11/2002 03:26:08PM
REC 10-30

Prepared By and Filing
Recitation to be Returned to:
Randall C. Smith, Esquire
200 North Thimble Avenue
Orlando, Florida 32801

JOINDER, CONSENT & SUBORDINATION

For the dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COMMUNITY NATIONAL BANK OF MID-FLORIDA, owner and holder of that certain promissory note secured by mortgage & security agreement dated January 14, 2002, and recorded among the Public Records of Orange County, Florida at OR 6436, PG 5810, encumbering real property situated in Orange County, Florida owned by Investgroup Development, Inc., and more particularly described by the said mortgage & security agreement and by Exhibit A attached hereto and incorporated herein, does hereby consent, join into, and agree to be bound by the foregoing Declaration, and does hereby further agree that the said mortgage & security agreement shall in all respects be subordinate to the provisions of the said Declaration.

IN WITNESS WHEREOF, COMMUNITY NATIONAL BANK OF MID-FLORIDA,
has caused these presents to be executed on its behalf this 8 day of July, 2002.

WITNESSETH:

COMMUNITY NATIONAL BANK
OF MID-FLORIDA

Randy M. Smith
United States Probate Vice
President

By: *Randy M. Smith*
Title: *President*

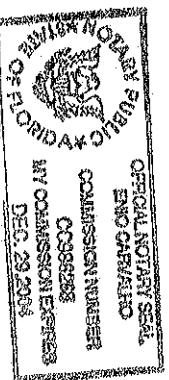
3001 West Lake Mary Boulevard
Lake Mary, Florida 32745

Dated Name: RENALDO DUARTE

STATE OF FLORIDA
COUNTY OF SEMINOLE

S^t day of JULY, 2002, personally appeared AUGIE YAKUMA as VICE PRESIDENT of Community National Bank of Mid-Florida, on behalf of the Bank, who is personally known to me to be the person described in and who executed the foregoing instrument, and who did take and oath, and acknowledged before me that he or she executed the same for the purposes and in the capacity therein contained.

SEAL



Lorena Rendalde

Notary Public

EXHIBIT "A"

OR BK 6355 PG 232
Orange Co FL 200-63551
Recorded - Martha J. Haynie

DESCRIPTION

THE NORTH 350 FEET OF BLOCK "U", CROWNPONTE COMMERCE PARK PHASE 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGES 37-39, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KINGSPONTE PARKWAY (32.00' FEET WIDE), SAID POINT BEING THE COMMON NORTHEAST CORNER OF THE HEREN DESCRIBED TRACT AND SAID BLOCK "U" AND THE SOUTHEAST CORNER OF BLOCK "V" OF SAID CROWNPONTE COMMERCE PARK PHASE 2, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 44°15'33", AND A CHORD BEARING AND DISTANCE OF S21°28'32"W, 218.47 FEET; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 223.94 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, S00°34'20"E, A DISTANCE OF 147.50 FEET TO THE SOUTHEAST CORNER OF THE HEREN DESCRIBED TRACT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ACROSS SAID BLOCK "U", N50°25'40"N, A DISTANCE OF 545.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK "U" FOR THE SOUTHWEST CORNER OF THE HEREN DESCRIBED TRACT; THENCE ALONG SAID WEST LINE, N50°34'20"E, A DISTANCE OF 350.00 FEET TO THE NORTHEAST CORNER OF SAID SAID BLOCK "U" AND THE SOUTHEAST CORNER OF SAID BLOCK "V" FOR THE NORTHEAST CORNER OF THE HEREN DESCRIBED TRACT; THENCE ALONG THE SOUTHERN LINE OF SAID BLOCKS "U" AND "V", N50°25'40"E, A DISTANCE OF 520.00 FEET TO THE POINT OF BEGINNING.

DR BK 6565 Pg 7323
Orange Co FL 3002-033653
07/11/2002 03:20:08 PM
REC 37.30

This Instrument Prepared By &
Following Recitation To Be Recorded
Randall C. Smith, Esquire
250 North Thornton Avenue
Orlando, Florida, 32801

JOINT USE EASEMENT AGREEMENT

THIS AGREEMENT is made this 30th day of June, 2002, by and between INVEST GROUP DEVELOPMENT, INC., a Florida corporation (hereinafter "Grantor"), and INVEST GROUP II DEVELOPMENT, LLC, a Florida limited liability company (hereinafter "Grantee"), both Grantor and Grantee with offices at 6505 Kingspointe Parkway Orlando, Florida 32819.

WHEREAS, Grantor is the record owner in fee simple of certain real property situated in Orange County, Florida all as more particularly described by Exhibit A (hereinafter the "Grantor Tract") attached hereto and incorporated herein; and

WHEREAS, Grantee is the contract purchaser of real property situated in Orange County, Florida, which tract is situated contiguous to and due north of the Property, all as more fully described by Exhibit B (hereinafter the "Grantee Tract") attached hereto and incorporated herein; and

WHEREAS, Grantor has commenced or is about to commence construction on the Grantor Property of a commercial warehouse & office complex, and

WHEREAS, Grantee anticipates construction of a similar improvement on the Grantee Tract, and

WHEREAS, the parties wish to create an easement along the mutual boundary of the Grantor Tract providing ingress and egress to both the Grantee tract, and to make other provision relating thereto;

NOW THEREFORE, in consideration of the mutual covenants and promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the parties intending to be legally bound, it is agreed as follows:

1. Recitals Incorporated into Agreement. The parties hereby acknowledge that the foregoing recitals are true and correct, which such recitals are hereby incorporated into this agreement as mutually binding covenants.
2. Grant of Joint Use Easement. Grantor hereby assigns, conveys and sets over to Grantee, on the terms and conditions hereinafter set forth, a non-exclusive, joint use easement for purposes of ingress and egress to and from the tracts herein described, such joint use easement to be situated on the Grantor Tract as shown by

Exhibit C, attached hereto and incorporated herein. The foregoing grant shall include the right of Grantee to use the easement during the course of and in connection with its construction of the contemplated improvements on the Grantee Tract and the authority to connect driveways, parking spaces, and related improvements to the improvements to be made to the joint use easement by Grantor. Notwithstanding anything to the contrary in this agreement, the foregoing Grant shall be null and void ab initio upon the happening of the following events: (a) Grantor fails to accept record title to the Grantee Tract within 12 months from the date of this Agreement, (b) Grantee fails to commence and substantially complete construction of the improvements on the Grantee Tract in substantially the form described by Exhibit C hereto within 36 months of the date of this agreement.

3. Warranties & Covenants.

Grantor hereby covenants and warrants that it is lawfully seized of the Grantor Tract in fee simple and that Grantor has the full right and authority to make this agreement. The joint use easement hereby created shall bind the parties hereto, their successors and assigns, and shall constitute a covenant running with the land until terminated in accordance with this agreement.

4. Termination of Joint Use Easement.

The joint use easement

(a) Grantee, its successors or assigns, shall cease active use of the said easement for the purposes herein provided, or (b) the grantee's improvements as depicted by Exhibit C shall be demolished or destroyed.

5.

Maintenance of Joint Use Easement. Remedy on Default. Grantee, its successors and assigns, shall be responsible for one half the costs of maintaining the joint use easement hereby created, including without limitation, repair and replacement of paving materials, curbs, and gutters. Grantee, its successors and assigns, including a cotenant or members association if Grantee subjects the Grantee Tract to a condominium regime, shall annually, or at more frequent intervals, determine Grantee's share of such maintenance and replacement costs, and shall assess the same against Grantee, which such assessment shall constitute a lien upon Grantee's interest in the joint use easement until paid. Any such assessment that remains unpaid for a period of more than 30 days after notice to Grantee shall constitute an event of default by Grantee. In the event of such a default, Grantor may thereafter foreclose its lien against the joint use easement in the manner provided by law for interests in real property, or for the foreclosure of condominium assessments. If the Grantor Tract is at the time of default subject to a condominium regime, Grantor shall be entitled to recover the expense of foreclosure, including, without limitation, reasonable attorney's fees incurred in connection therewith.

6. Grantee Use Subject to Reasonable Rules and Regulations.

Use of

the joint easement hereby created by the Grantee, its successors and assigns, shall be subject to the same rules and regulations, if any, as may from time to time be lawfully promulgated with respect to use by the Grantor, its successors and assigns.

7. Grantee Indemnification.

Grantee, for itself, its successors and assigns hereby agrees fully to indemnify and hold harmless the Grantor, its successors and

assigns, from any and all claims, injury, loss, and damage of whatsoever kind arising out of the use of the joint use easement hereby created, including without limitation, damages arising during construction by the Grantee, reasonable attorney's fees, and other litigation expenses incurred by Grantor.

9. Specific Performance, Injunctive Relief. In addition to any other remedies available at law or in equity, the parties further stipulate and agree that the provisions of this agreement may be specifically enforced, whether by specific performance or injunction, due to the fact that money damages would be insufficient to redress such injuries.

9. Miscellaneous. This agreement shall be construed and interpreted in accordance with the Laws of Florida. The parties stipulate to venue and jurisdiction in the Courts of Orange County, Florida with respect to all disputes arising out of this agreement. In the event of litigation arising out of this agreement, the prevailing party therein shall be entitled to recover the costs of such litigation, including reasonable attorney's fees, whether incurred at the trial or appellate court level.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be signed and sealed on their behalf on the day and year first hereinabove written.

Signed, Sealed and Delivered
in Our Presence

INVEST GROUP DEVELOPMENT, INC.
Grantee

R.D.M.W.
Witness
Printed Name: R.D. M. W.

Roberto Braga Vello
Witness
Printed Name: Roberto Braga Vello

Deza
Witness
Printed Name: Deza Vello

Signed, Sealed and Delivered
In Our Presence:

R.D.M.W.
Witness
Printed Name: R.D.M.W.

Deza
Witness
Printed Name: Deza Vello

INVEST GROUP DEVELOPMENT, INC.
Grantee

Roberto Braga Vello
By: Roberto Braga Vello
President
6606 Kingspointe Parkway
Orlando, Florida 32819

DR BK 6565 Pg 7-326
Orange Co FL 3462-33653

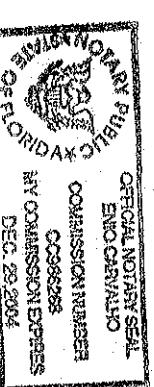
STATE OF FLORIDA

)
ss.

COUNTY OF ORANGE

The undersigned does hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARIO BRAGA, President of INVEST GROUP DEVELOPMENT, INC., personally known or satisfactorily identified by _____ to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same in the capacity and for the purposes therein contained.

Witness my hand and official seal in the State and County aforesaid, this 30th day of June, A.D. 2002.



Jenno Benallo
Notary Public

STATE OF FLORIDA

)
ss.

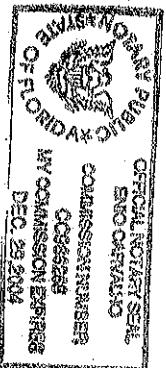
COUNTY OF ORANGE

The undersigned does hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MARIO BRAGA, President of INVEST GROUP DEVELOPMENT, INC., LLC, personally known or satisfactorily identified by _____ to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same in the capacity and for the purposes therein contained.

Witness my hand and official seal in the State and County aforesaid, this 20th day of June, A.D. 2002.

ISEAL

Jenno Benallo
Notary Public



CONSENED TO:

COMMUNITY NATIONAL BANK OF MID-FLORIDA, owner and holder of that certain promissory note dated January 14, 2002, and secured by mortgage and security agreement of even date encumbering the Grantor Tract, recorded at OR 6436, PG 5810, Public Records of Orange County, Florida, hereby consents to the foregoing Joint Use Basement Agreement.

COMMUNITY NATIONAL BANK
OF MID-FLORIDA

By: *[Signature]*

x

[Signature]

ss:

STATE OF FLORIDA
COUNTY OF ORANGE

The undersigned does hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared AURELIA K. MITT, personally known or satisfactorily identified by _____ to me to be the person described in and who executed the foregoing Consent and acknowledged before me that he or she executed the same in his capacity and for the purposes therein stated.

Witness my hand and signature set in the State and County aforesaid, the day of _____, A.D. 2002.

[SEAL]

Loreto Branch
Notary Public



EXHIBIT "A"

DESCRIPTION

THE NORTH 300 FEET OF BLOCK "U" CROWNPONTE COMMERCE PARK PHASE 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 44, PAGES 37-38, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF KINGSPONTE PARKWAY (32.00' FEET WDE); SAID POINT BEING THE COMMON NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND SAID BLOCK "U" AND THE SOUTHEAST CORNER OF BLOCK "V" OF SAID CROWNPONTE COMMERCE PARK PHASE 2, SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 291.00 FEET, A CENTRAL ANGLE OF 44°05'35", AND A CHORD BEARING AND DISTANCE OF S21°28'32"W, 218.47 FEET; THENCE ALONG SAID CURVE TO THE LEFT, AND ALONG SAID RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 221.94 FEET TO THE POINT OF TANGENCY; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, S03°34'26"E, A DISTANCE OF 147.49 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ACROSS SAID BLOCK "U" NNE 25°40'W, A DISTANCE OF 54.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK "U" FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE ALONG SAID WEST LINE, NEE 25°40'W, A DISTANCE OF 36.00 FEET TO THE NORTHEAST CORNER OF SAID BLOCK "U" AND THE SOUTHEAST CORNER OF SAID BLOCK "V" FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT; THENCE ALONG THE COMMON LINE OF SAID BLOCKS "U" AND "V", NEE 45°45'W, A DISTANCE OF 629.50 FEET TO THE POINT OF BEGINNING.

PREPARED BY AND TO BE

RETURNED TO:

RANDALL C. SMITH, ESQUIRE
200 NORTH THORNTON AVENUE
ORLANDO, FLORIDA 32801



OR 3k 5-505 PD 4-A-26
Orange Co. FL 2003-04-34931
89/25/2002 12:35:01pm
NSC 24.00

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF
INVESTGROUP SERVICE CENTER, A CONDOMINIUM
(NOTICE OF SUBSTANTIAL COMPLETION OF IMPROVEMENTS)

THIS AMENDMENT is made pursuant to F.S. § 718.104(4)(e) this 6th day of September, 2002 to the Declaration of Condominium of Investgroup Service Center dated June 30, 2002 and recorded among the Public Records of Orange County, Florida on July 11, 2002 at OR 6665, PG 7283, as follows:

Article 3 of the Declaration is hereby amended to read as follows:

3. UNIT IDENTIFICATION.

Developer has undertaken to construct a single story WAREHOUSE AND OFFICE building on the Property, consisting of approximately 63,300 square feet of gross office space, including common areas, divided into twelve (12) office/warehouse units. Identification of each unit shall be by number as shown by the plat attached hereto as Exhibit A.

All other provisions of the Declaration not hereby expressly amended remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused these presents to be executed by its duly authorized officer on the date first hereinabove written.

SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:

INVESTGROUP DEVELOPMENT, INC.

R.D. McLean
Printed Name: RICHARD D. MCLEAN
Diego M. Duran
Printed Name: DIEGO M. DURAN

STATE OF FLORIDA.

COUNTY OF ORANGE

) ss:

The undersigned does hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Norberto Duran, Vice President of INVESTGROUP DEVELOPMENT, INC., personally known or satisfactorily identified by FDL D63-0-620-52-245 to me to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same in the capacity and for the purposes therein contained.

Witness my hand and official seal in the State and County aforesaid, this 6th day of September, A.D. 2002.

[SEAL]

Brenda M. McLean
Brenda M. McLean
Notary Public

NOTARY PUBLIC
State of Florida
Brenda M. McLean
#N-000000000000000000
Notary Public
November 16, 2002
ARMED FORCES NOTARY PUBLIC RESOURCE INC.

Prepared By and Return to:
Thomas R. Harbert, Esquire
MATHER & HARBER, P.A.
P.O. Box 2854
Orlando, Florida 32802

INSTR 20030212531
OR BK 06872 PG 2745
MARTHA O. HAYTE, COMPTROLLER
ORANGE COUNTY, FL
04/16/2003 12:02:38 PM
REC FEE 19.50

FIRST AMENDMENT TO JOINT USE EASEMENT AGREEMENT

This First Amendment to Joint Use Easement Agreement is made this 13th day of JANUARY, 2003, by and between INVESTGROUP DEVELOPMENT, INC., a Florida corporation (hereinafter "Grantor") and INVESTGROUP II DEVELOPMENT, LLC, a Florida limited liability company (hereinafter "Grantee"), both Grantor and Grantee having offices at 6606 Kingspointe Parkway, Orlando, Florida 32819.

WITNESSETH:

WHEREAS, Grantor and Grantee executed that certain Joint Use Easement Agreement dated June 30, 2002, which is recorded in O.R. Book 6565, Page 7323, of the Public Records of Orange County, Florida (the "Easement Agreement"); and

WHEREAS, the parties desire to amend the Easement Agreement as provided herein;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The recitals set forth above are true and correct and are incorporated by reference herein.
2. Section 4 of the Easement Agreement entitled "Termination of Joint Use Easement" is hereby deleted in its entirety and replaced with the following:

"4. Termination of Joint Use Easement. The Joint Use Easement hereby granted shall terminate and thereafter shall have no force or effect at such time as (a) Grantee, at successors or assigns, shall permanently cease active use of the said easement for the purposes herein provided, or (b) the Grantee's improvements as depicted by Exhibit C shall be demolished or destroyed, provided, however, that no termination shall occur if Grantee is actively pursuing the repairing or reconstruction of the improvements after such destruction."
3. The remaining terms and provisions of the Easement Agreement, except as specifically amended herein, are hereby ratified by the parties and shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Grantee have caused these presents to be signed and sealed on their behalf on the day and year first hereinabove written.

Witnessed on January 13, 2003

INVESTGROUP DEVELOPMENT, INC., a
Florida corporation

By:

Print Name: MARYS KIMBERLY

Title: PRESIDENT

Print Name: RAINHARD D. VERSCHER

Print Name: RAINHARD D. VERSCHER

Witnessed on January 13, 2003

INVESTGROUP II DEVELOPMENT, LLC, a
Florida limited liability company

By:

Print Name: INVESTGROUP Deante

Title: Manager - Member

Print Name: RAINHARD D. VERSCHER

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me on January 13th, 2003, by Mario Braga as President of INVESTGROUP II DEVELOPMENT, INC., a Florida corporation, who is personally known to me or who has produced Florida I.D. #360-543-2245 to (type of identification) as identification.

(Affix Notarial Seal)

Notary Public - State of Florida

Printed Name: LISA J. BELSER

Commission No.: NO 1105540

My Commission Expires: 11-14-06

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me on January 13th, 2003, by Horacio Diaz as Manager of INVESTGROUP II DEVELOPMENT, INC., a Florida limited liability company, who is personally known to me or who has produced Personal ID Card to (type of identification) as identification.

(Affix Notarial Seal)

Notary Public - State of Florida

Printed Name: LISA J. BELSER

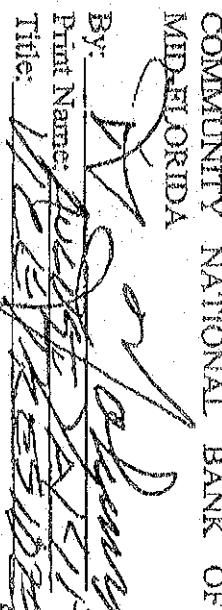
Commission No.: NO 1105540

My Commission Expires: 11-14-06

CONSENTED TO:

COMMUNITY NATIONAL BANK OF MID-FLORIDA, owner and holder of that certain promissory note dated January 14, 2002, and secured by a mortgage and security agreement of even date encumbering the Grantor's property, recorded at O.R. 6436, Page 5810, Public Records of Orange County, Florida, hereby consents to the foregoing First Amendment to Joint Use Easement Agreement.

COMMUNITY NATIONAL BANK OF
MID-FLORIDA

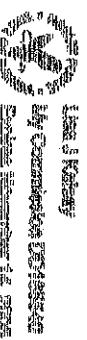
By: 
Print Name: Lisa T. Helzer
Title: VP - Community Banking

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 13th day of January, 2003,
by August Valice, as Vice-President of COMMUNITY
NATIONAL BANK OF MID-FLORIDA. He/she is personally known to me or produced
(type of identification) as identification.

(A Notary Seal)

Notary Public - State of Florida
Printed Name: Lisa T. Helzer
Commission No. BN165340
My Commission Expires: 11-14-06


State Notary
Florida



INSTEK 2003021223 EX EK 000727272727

CONSENTED TO:

CNL BANK, owner and holder of that certain promissory note dated December 23, 2002, and secured by a mortgage and security agreement of even date encumbering the Grantee's property, recorded at O.R. 6718, Page 1279, Public Records of Orange County, Florida, hereby consents to the foregoing First Amendment to Joint Use Easement Agreement.

CN BANK

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By: John

Brian S. Holder, Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23 day of January, 2003,
by Brian S. Holder, as Senior Vice President of CNIBank. He/She is ✓ personally known to me or
 produced

(Type of identification) as identification.

卷之三

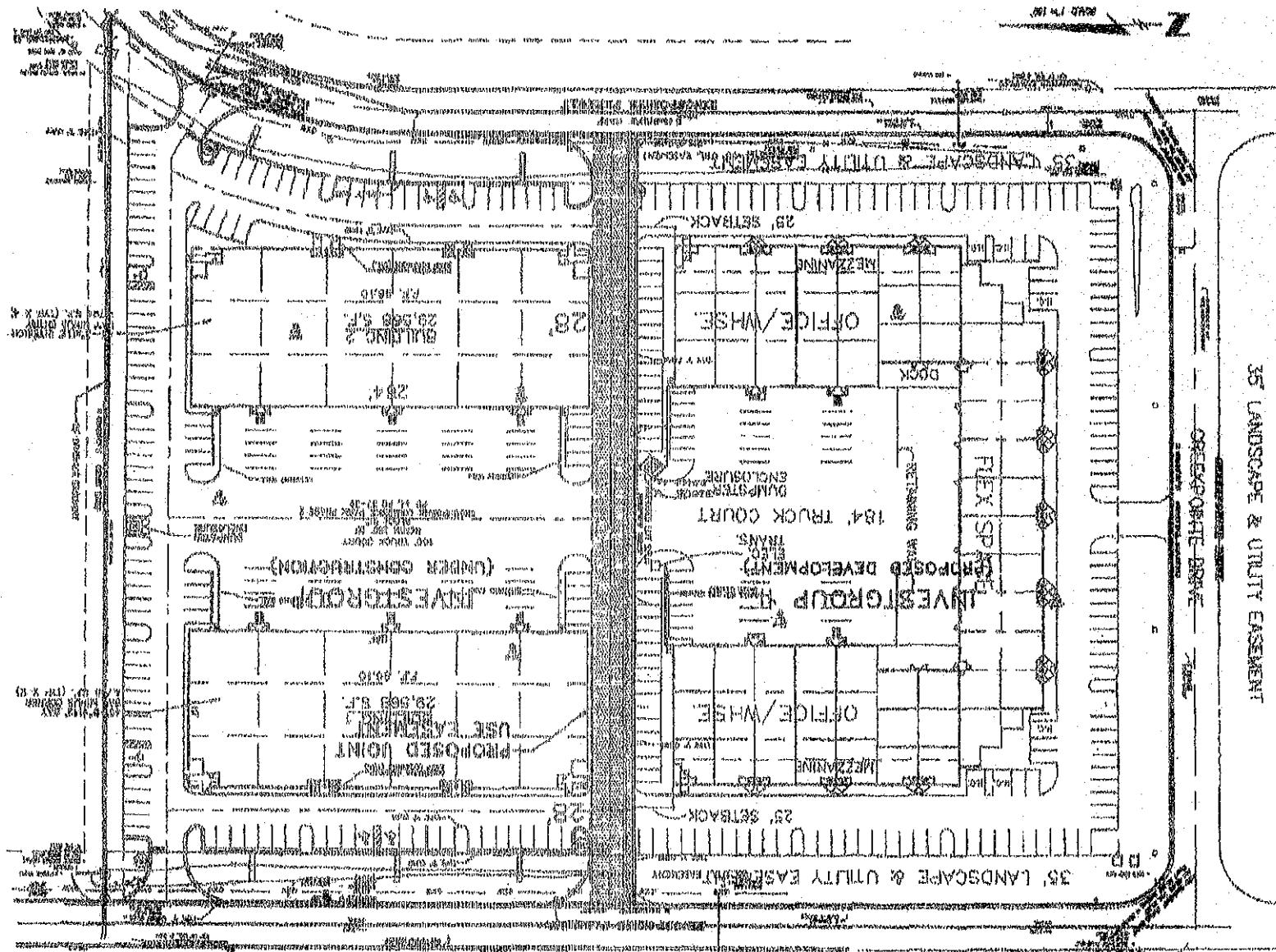
Notary Public - State of Florida
Printed Name: *D. A. O. C.*
Commission No.:
My Commission Expires:

卷之三

OB-BK-6365-573
Orange C.R.L. 3002-33463
Recorded - Martha D. Haynie

EXHIBIT C

35 LANDSCAPE & UTILITY EASEMENT



DR BK 6323 PL 7323
ORANGE CO FL 2002-032593

EXHIBIT "B"

DESCRIPTION

The South 4.42 acres of Block "U" Crownpointe Commons Park Phase 2, according to plat thereof, as recorded in Plat Book 44, Pages 37-39, Public Records of Orange County, Florida.

CERTIFICATE OF SUBSTANTIAL COMPLETION
INVESTGROUP SERVICE CENTER, A CONDOMINIUM

THE UNDERSIGNED, BEING A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS OF INVESTGROUP SERVICE CENTER, A CONDOMINIUM, WITH, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO UNITS, AND COMMON ELEMENT FACILITIES SERVICING SAID CONDOMINIUM, DESCRIBED IN THE SURVEY, PLOT PLAT, AND GRAPHIC DESCRIPTION OF IMPROVEMENT, IS SUBSTANTIALLY COMPLETE, SO THAT SUCH MATERIAL TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING "INVESTGROUP SERVICE CENTER, A CONDOMINIUM" AS RECORDED IN PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONING OF THE IMPROVEMENTS, AND FURTHER THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS, AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

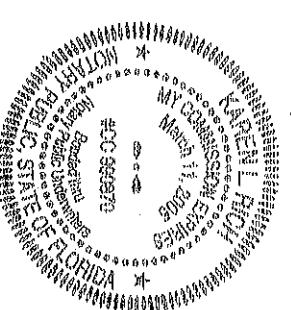

David M. McDERMOTT
DATE
8/14/2002

STATE OF FLORIDA
DAVID M. McDERMOTT
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER NO. 4779

STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED David M. McDermod WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED THE FOLLOWING FORM OF IDENTIFICATION: NOTARY PUBLIC AND WHO BEING FIRST FULLY SWORN ACKNOWLEDGED AND SUBSCRIBED TO THE FOREGOING THIS 6th DAY OF September, 2002.


NOTARY PUBLIC
MY COMMISSION EXPIRES: 12/31/2003



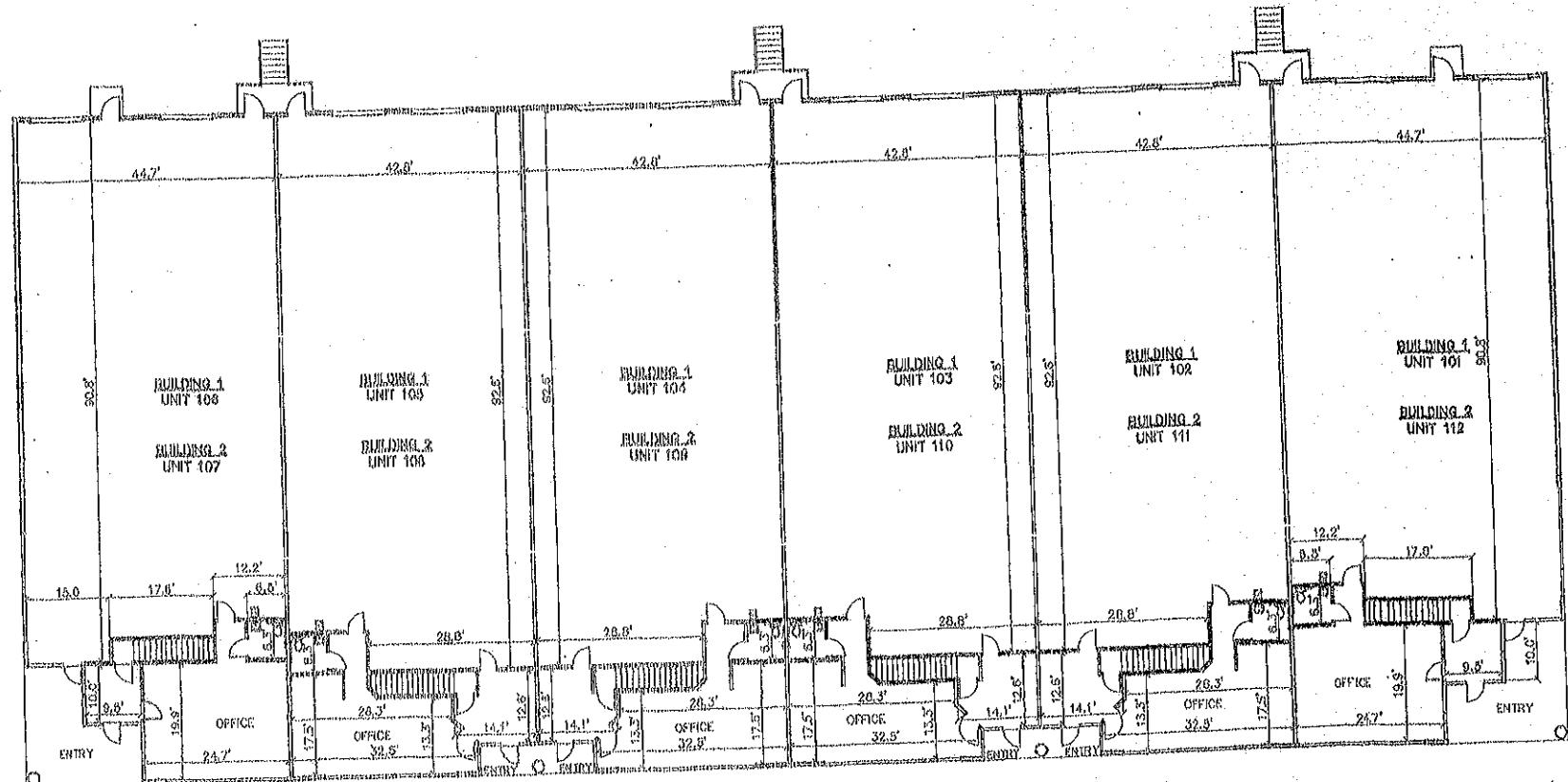
EXHIBIT

4

**INVESTGROUP SERVICE CENTER
A CONDOMINIUM**

**Section 29, Township 23 South, Range 29 East
Orange County, Florida**

OR BK 6509 P 4478
Orange Co FL 2/6/2002-0434931

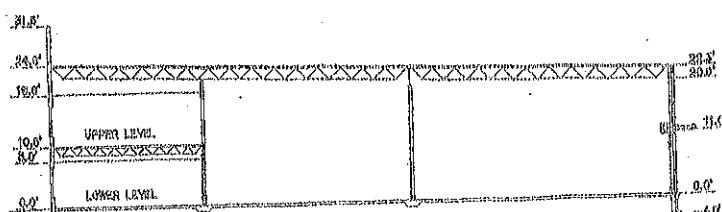


CERTIFICATE OF SUBSTANTIAL COMPLETION
THE UNDERSIGNED, BEING A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS OF INVESTGROUP SERVICE CENTER, A CONDOMINIUM, WITH BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES, ACCESS TO UNITS, AND COMMON ELEMENT FACILITIES SERVICING SAID CONDOMINIUM, DESCRIBED IN THE SURVEY, PLOT PLAT, AND GRAPHIC DESCRIPTION OF IMPROVEMENT, IS SUBSTANTIALLY COMPLETE, SO THAT SUCH MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING "INVESTGROUP SERVICE CENTER, A CONDOMINIUM" AS RECORDED IN PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, ACCURATELY REPRESENTS THE LOCATION AND DIMENSIONING OF THE IMPROVEMENTS, AND FURTHER THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

2/6/2002
DATE

DAVID M. HODERHOTT
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER NO. 4778

**BUILDINGS 1 & 2
LOWER LEVEL
SHEET 1 OF 3**



**BUILDING SECTION
NOT TO SCALE**

SEE SHEET 2 OF 3 FOR NOTES.

**Associated Land Surveying
& Mapping, Inc.**

101 WYNNE ROAD, SUITE 100 ALLENWOOD, PENNSYLVANIA 16721
(815) 735-1313 FAX (815) 735-1314

**INVESTGROUP SERVICE CENTER
A CONDOMINIUM**

**Section 20, Township 23 South, Range 29 East
Orange County, Florida**

OR Bk 66029 Pg 4420
Orange Co FL 2002-0434931
Recorded - Martha D. Haynie

Legend:

- ER** SET 18", 8/8" REDAR/CAP (LS #670)
UNLESS NOTED OTHERWISE
- IP** IRON PIPE
- MN/D** SET NAIL & DISK PLS #4720
SET 4x9 CONCRETE MONUMENT PLS #4720
UNLESS NOTED OTHERWISE
- UL** OVERHEAD UTILITY LINE
- GUY** GUY WIRE
- WP** WOOD UTILITY POLE
- EJG** ELECTRICAL JUNCTION BOX
- CTV** CABLE TV BOX
- WM** WATER METER
- TJB** TELE JOT BOX
- WV** WATER VALVE
- GV** GAS VALVE
- SM** SANITARY SEWER MANHOLE
- SM** STORM MANHOLE
- TM** TELEPHONE MANHOLE
- FH** FIRE HYDRANT
- LP** LIGHT POLE
- SIGN** SIGN
- HABDOP** HABDOAP SYMBOL
- FENCE** FENCE

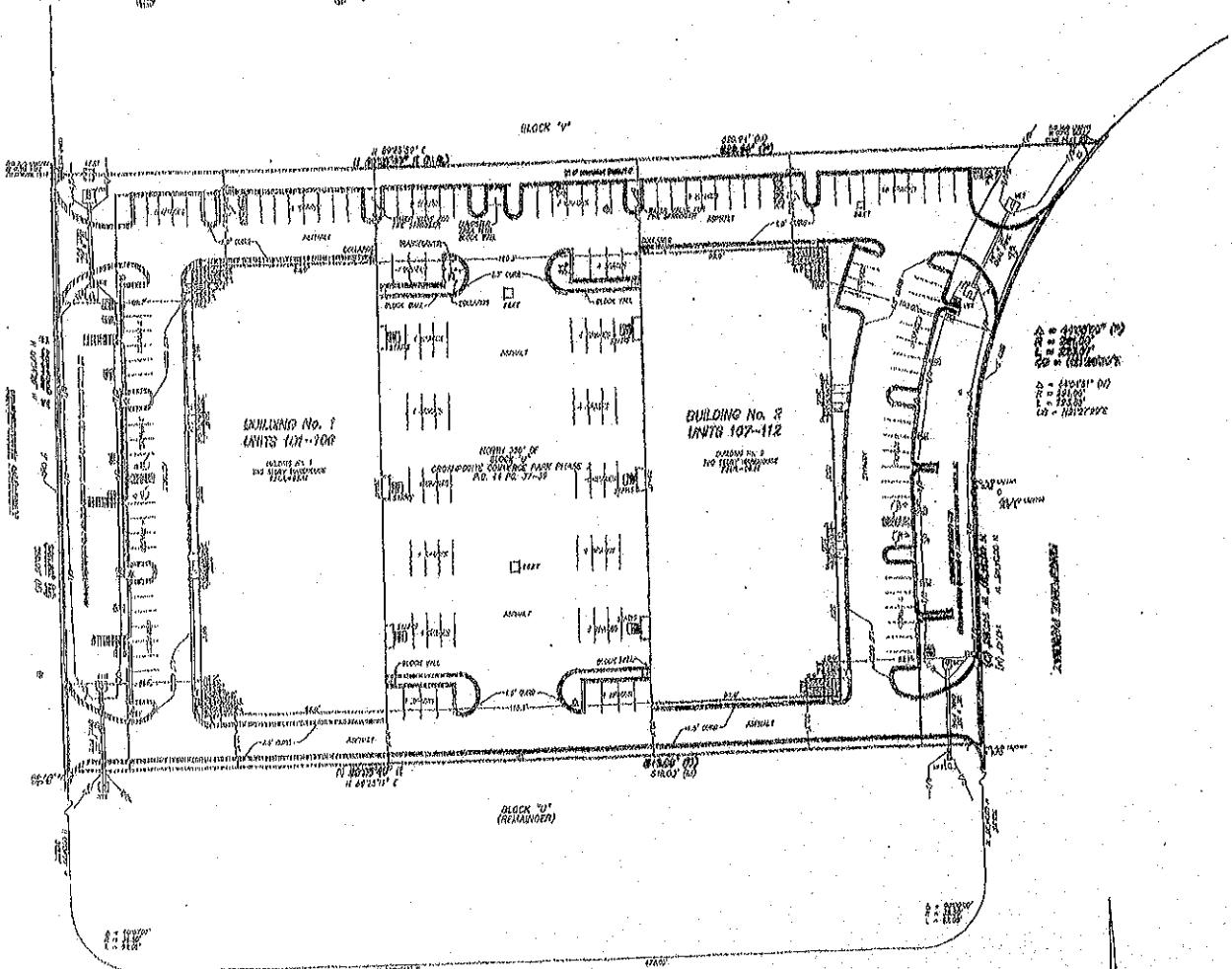
Abbreviation

- DELTA**
- (C)** CALCULATED
- CB** CHORD BEARING
- CLP** CHAIN LINK FENCE
- CONC** CONCRETE
- D & G** CURB & GUTTER
- CMP** CORRUGATED METAL PIPE
- (D)** DESCRIBED
- DEED** DEED BOOK
- ELEC** ELECTRICAL
- EASE** EASEMENT
- FFL** FINISHED FLOOR ELEVATION
- L** ARO LENGTH
- N.G.V.D.** NATIONAL GEODETIC VERTICAL DATUM
- O.R.** OFFICIAL RECORDS
- PB** PLAT BOOK
- (P)** PLAT
- PG** PAGE
- P.C.P.** PERMANENT CONTROL POINT
- P.B.B.** POINT OF BEGINNING
- P.C.O.** POINT OF COMMENCEMENT
- R** RADIUS
- RCP** REINFORCED CONCRETE PIPE
- TEL** TELEPHONE
- T.B.M.** TEMPORARY BENCH MARK

LEGAL DESCRIPTION (furnished by client)

THE NORTH 380.00 FEET OF BLOCK "U", EXCHAMPIONE COMMERCE PARK,
PHASE 2, RECORDED IN PLAT BOOK 44, PAGES 37, 38 & 39, PUBLIC
RECORDS OF ORANGE COUNTY, FLORIDA.

FILE:02015.DWG



SURVEYOR'S NOTES

1. Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. The lands shown hereon were not abstracted for rights-of-way, easements, ownership, or other instruments of record by this firm.
3. No underground improvements have been located. Above ground evidence of underground utilities is as shown hereon.
4. Bench Mark provided by client, per Horizontal Geometry Plan prepared by Central Florida Land Design Corporation, Job #2001301-3, dated October 11, 2001.
5. Bearings shown hereon are based on the West Line of subject property, being N 00°34'20" W, per record plat.

GRAPHIC SCALE
(IN FEET)
1 foot = 40 ft

AS-BUILT SURVEY

SHEET 3 OF 3

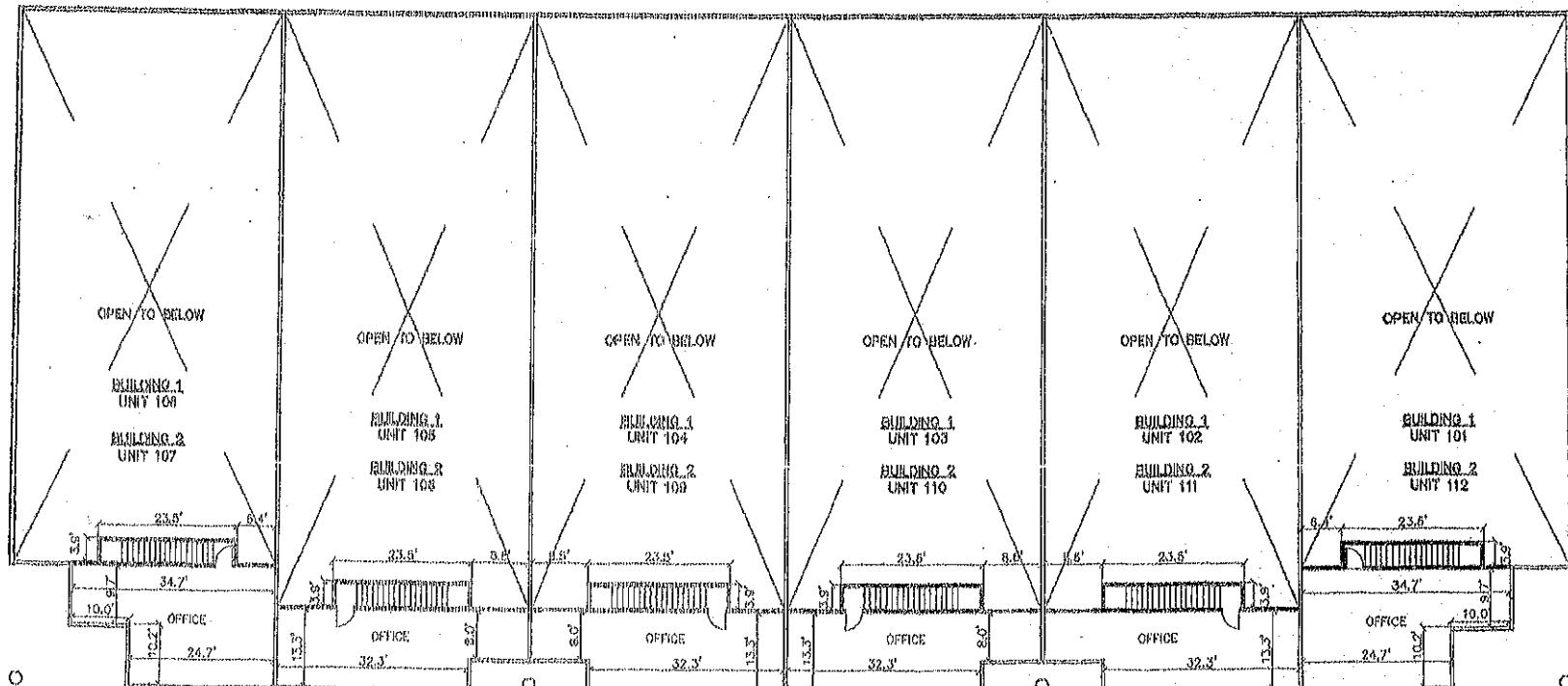
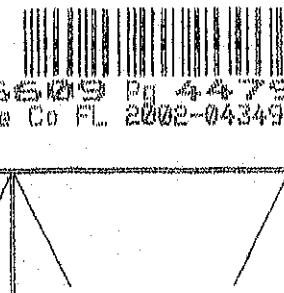
Associated Land Surveying
& Mapping, Inc.

101 WYNMOR ROAD, SUITE 100, ALTOONA, FLORIDA 32134
CERTIFICATE OF AUTHORITY NUMBER 12-3707

100-007-003

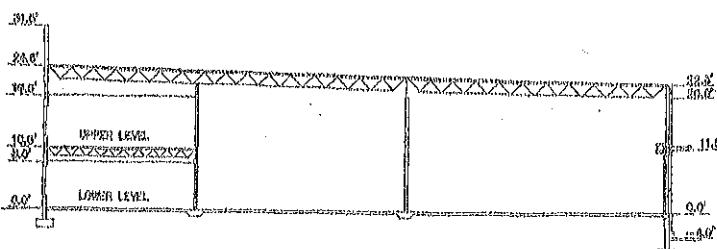
INVESTGROUP SERVICE CENTER
A CONDOMINIUM
Section 29, Township 23 South, Range 29 East
Orange County, Florida

OR Bk 6602 Pg 4479
 Orange Co FL 2002-0434961



UPPER LEVEL

GRAPHIC SCALE
 (IN FEET)
 1 inch = 11 ft



BUILDING EJECTION
 NOT TO SCALE

NOTES:

- 1) ALL INTERIOR MEASUREMENTS OF INDIVIDUAL UNITS ARE INDICATED FROM THE FACE OF THE FINISHED WALL.
- 2) COMMON ELEMENTS SUCH AS, BUT NOT LIMITED TO, CONDUITS, WIRES, UTILITY LINES, DUCTS, LIGHTING, ETC., HAVE NOT BEEN GRAPHICALLY SHOWN.
- 3) ALL CONDOMINIUM AND COMMON ELEMENT DIMENSIONS SHOWN HEREON ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
- 4) ELEVATIONS IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM NAD-83.
- 5) ELEVATIONS OF CATHEDRAL TYPE CEILINGS, IF ANY, WERE NOT LOCATED.
- 6) COMMON ELEMENTS AND LIMITED COMMON ELEMENTS SHOWN HEREON ARE DEFINED WITHIN THE DECLARATION OF CONDOMINIUM.

**BUILDINGS 1 & 2
 UPPER LEVEL
 SHEET 2 OF 3**

Associated Land Surveying
 & Mapping, Inc.

101 WYMORE ROAD, SUITE 110, ALTAMONTE SPRINGS, FLORIDA 32714

RULES AND REGULATIONS

The following Rules and Regulations shall remain in force and effect until Occupant is notified in writing by Board, of any changes and amendments.

1. All loading and unloading of goods shall be done only in the areas and through the entrances, designated for such purposes by Board.
2. The delivery or shipping of merchandise, supplies and fixtures to and from the leased premises shall be subject to such rules and regulations as in the judgment of Board are necessary for the proper operation of the BUILDING.
3. All garbage and refuse shall be kept in the container specified by Board and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Board. Occupant shall pay the cost of the removal of any of Occupant's refuse or trash.
4. Any unit owner determined by the Association to be using a dumpster or other waste container, provided for the benefit of the unit owners, in excess of his proportionate share may at the discretion of the Board of the Association, be required to utilize his own dumpster or otherwise dispose of his trash.
5. No signs, structure or object shall be erected on, the roof or exterior walls of the PREMISES, or on the grounds, without, in each instance, the written consent of Board. Any signs, structure or object so installed without such written consent shall be subject to removal without notice at any time.
6. Occupant shall not place or permit any junk, obstructions or merchandise in the outside areas immediately adjoining the PREMISES. Occupant shall not otherwise use the common areas for storage or disposal purposes of any type of personal property.
7. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein or any violation of Rule 7 of DERIM, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by Occupant, who shall, or whose employees, agents or invitees shall have caused it.
8. Occupant shall use, at occupant's cost, such pest extermination as Board may approve and at such times as is obviously necessary.
9. Occupant shall not burn any trash or garbage of any kind in or about the leased PREMISES.

10. The Board reserves the right to rescind, amend, alter, or waive any of the foregoing rules or regulations at any time when, in its judgment, it deems necessary, desirable or proper for its best interest and for the best interest of the occupants and no such rescission, amendment, alteration, or waiver of any rule or regulation in favor of one tenant shall operate as an alteration or waiver in favor of any other tenant. Board shall not be responsible to any occupant for the non-observance or violation by any other occupant of any of these rules and regulations at any time.

11. Excess use of water, sewerage, garbage and refuse over limits set by Board shall be borne by occupant.

12. In the event the Board determines that security, protection, maintenance, cleaning or other services should be contracted by occupant in the best interest of all occupants then all occupants shall share in said service.

13. To prevent the practice of insurance companies, higher insurance rates and loss to others, the following businesses are not permitted.

1. Auto Body Repairing and Painting
2. Auto Parts (Used)
3. Auto Wrecking
4. Building Manufacturers
5. Bedding Sales & Service
6. Cabinet Makers
7. Chemical Works
8. Demolition Contractors
9. Dry Cleaners
10. Furniture Manufacturers
11. Furnishing Repairing
12. Gas-Liquidified Petroleum
13. Junk Dealers
14. Laundry Dealers
15. Night Clubs
16. Oil & Gas Industry Operators
17. Painters (House & Commercial)
18. Packaging Industries Manufacturers
19. Paint Manufacturers
20. Paper Box Manufacturers
21. Any type of Paper Manufacturers
22. Soap Dealers
23. Tie Receiving
24. Toy Manufacturers
25. Upholsterers
26. Any type of Woodworking Shops
27. Fish Dealers
28. Animal Dealers
29. Crematories