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FLORIDA NON-PROFIT CORPORATION

CITRUS TOWER COMMERCIAL CENTER ASSOCIATION, INC.

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**ARTICLES OF INCORPORATION
OF
CITRUS TOWER COMMERCIAL CENTER ASSOCIATION, INC.**

STATE
FLORIDA

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I
NAME**

The name of this corporation is CITRUS TOWER COMMERCIAL CENTER ASSOCIATION, INC., a Florida corporation not for profit, (hereinafter called the "Association").

**ARTICLE II
OFFICE AND REGISTERED AGENT**

This Association's principal office is 908 S. Delaney Avenue, Orlando, Florida 32806, and its registered agent is DARYL M. CARTER, who maintains a business office at 908 S. Delaney Avenue, Orlando, Florida 32806. Both this Association's principal office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all common areas and other commercial lots within that certain tract of

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property (hereinafter called the "Property") in Lake County, Florida and contained within the plat of Citrus Tower Commercial Center and any other property brought within the jurisdiction of the Association pursuant to the Declaration, as hereinafter defined.

**ARTICLE IV
POWERS**

Without limitation this Association is empowered to:

(a) Declaration. Exercise all rights, powers, privileges and perform all duties, of this Association set forth in that certain Declaration of Covenants, Conditions and Restrictions of Citrus Tower Commercial Center (hereinafter called the "Declaration") applicable to the property and recorded or to be recorded in the Public Records of Lake County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth in full.

(b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with this Association's affairs, subject to any limitations set forth in the Declaration and the By-Laws of the Association.

(c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

(d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with this Association's affairs including, without limitation, all licenses, taxes, or other

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governmental charges levied or imposed against this Association's property.

(e) Borrowing. Borrow money and mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. Dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as the Association shall determine.

(g) Mergers. Participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.

(i) Enforcement. To enforce by legal means the obligations of the members of the corporation, the provisions of the Declaration, and the provisions of a dedication or conveyance of the Association property to the corporation with respect to the use and maintenance thereof.

(j) Drainage System. The Association shall operate, maintain and manage the Surface Water or Storm Water Management System in a manner consistent with the St. Johns River Water Management District permit issued to the Association and the District's

applicable requirements and rules, and the Association shall assist in the enforcement of the Declaration of Covenants, Conditions and Restrictions which relate to the surface water or storm water management system. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

**ARTICLE V
MEMBERSHIP**

Every person who from time to time holds the record fee simple title to, or any undivided fee simple interest in, any Lot that is subject to the provisions of the Declaration is a member of this Association, including contract sellers, but excluding all other persons who hold any interest in any Lot merely as security for the performance of an obligation. An Owner of more than one Lot is entitled to one membership for each Lot owned. Membership is appurtenant to, and may not be separated from, ownership of at least one Lot that is subject to the provisions of the Declaration, and membership may not be transferred other than by transfer of title to such Lot. Each membership is transferred automatically by conveyance of title of a Lot.

**ARTICLE VI
VOTING RIGHTS**

Section 1. Voting. The Association shall have the number of classes of voting membership, and the voting rights of each Class of membership shall be, as set forth in the Declaration.

Section 2. Right of the Developer. Notwithstanding anything contained in these

Articles, the Bylaws or the Declaration to the contrary, so long as the Developer owns any portion of the Property, no vote of the Members shall be effective without approval in writing by the Developer.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. Members of the Board. The Association's affairs are managed by a Board of Directors initially composed of three (3) Directors. The number of Directors from time to time may be changed by amendment to the Association's By-Laws, but at all times it must be an odd number of three (3) or more but not to exceed five (5). The initial Directors named below shall serve until the Association's first annual meeting. The term of office for all Directors is one year. Before any such annual meeting, all vacancies occurring on the Board of Directors, if any, will be filled by majority vote of the remaining Directors, even if less than a quorum. Any Director may succeed himself or herself in office.

Section 2. Developer's Right to Appoint Members of the Board. The Developer shall have the right to appoint all Members of the Board until the Developer no longer owns a Lot within the Property.

Section 3. Members' Right to Elect Board. After the Developer no longer has the right to appoint all members of the Board under Section 2 of this Article, or earlier if the Developer so elects, then and only then shall any member of the Board be elected by the Members of the Association.

Section 4. Election Procedures. All Directors which are elected by the Members shall be elected by secret written ballot. Each Member may cast as many votes for each vacancy as

such Member has; and the person receiving the largest number of votes cast for each vacancy is elected. Cumulative voting is not permitted. Directors need not be Association Members.

Section 5. Duties and Powers. All of the duties and powers of the Association existing under Chapter 617 of the Florida Statutes, the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the Members only when specifically required.

Section 6. Vacancies. A member of the Board may be removed and vacancies on the Board filled in the manner provided by the Bylaws. However, any member of the Board appointed by the Developer may only be removed by the Developer, and any vacancy on the Board of a member appointed by the Developer shall be filled by the Developer.

Section 7. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Daryl M. Carter
908 S. Delaney Avenue
Orlando, Florida 32806

Maury L. Carter
908 S. Delaney Avenue
Orlando, Florida 32806

Patrick L. Chisholm
908 S. Delaney Avenue
Orlando, Florida 32806

**ARTICLE VIII
INCORPORATOR**

The name and address of the incorporator is:

DARYL M. CARTER
908 S. Delaney Avenue
Orlando, Florida 32806

**ARTICLE IX
DISSOLUTION**

This Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by Members entitled to cast not less than two-thirds (2/3) of the total votes of the Members. Upon dissolution of this Association in any manner other than incident to a merger or consolidation, all of this Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any member or other private individual. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40D-4.091, F.A.C. and approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE X
DURATION**

This Association shall come into existence upon the filing of the Articles with the Secretary of State of the State of Florida. This Association shall exist in perpetuity.

**ARTICLE XI
BY-LAWS**

This Association's By-Laws initially will be adopted by the Board of Directors. Until the Developer no longer owns a Lot within the Property, the By-Laws may be altered, amended, or rescinded with the approval of the Board. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of Members entitled to cast not less than two-thirds of the total votes of the Members.

**ARTICLE XII
AMENDMENTS**

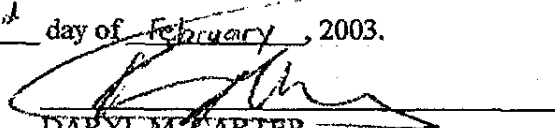
Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida. No amendment to these Articles shall be effective without the written approval of the Developer as long as the Developer owns any portion of the Property.

**ARTICLE XIII
INTERPRETATION**

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitations, all terms defined in the Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

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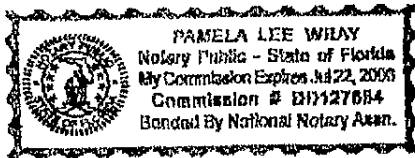
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 3rd day of February, 2003.



DARYL M. CARTER

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of February, 2003, by DARYL M. CARTER, as the Incorporator of Citrus Tower Commercial Center Association, Inc., on behalf of the corporation. He is personally known to me, or has produced _____ as identification.




Notary Public
Print Name: Pamela Lee Wray
My Commission Expires: July 22, 2006


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CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.

CITRUS TOWER COMMERCIAL CENTER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 908 S. Delaney Avenue, Orlando, Florida 32806, has named DARYL M. CARTER, whose business office is 908 S. Delaney Avenue, Orlando, Florida 32806, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0501, relative to the proper and complete performance of my duties.


DARYL M. CARTER, as
Registered Agent
Date:

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