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Inspiration at Sandestin Condominium Association, Inc

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Page Count	10
Estimated Charge	\$70.00

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**ARTICLES OF INCORPORATION
OF
INSPIRATION AT SANDESTIN
CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation Not for Profit**

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**ARTICLES OF INCORPORATION
OF
INSPIRATION AT SANDESTIN CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation Not for Profit**

In order to form a corporation under the laws of the State of Florida for the formation of corporations not-for-profit, the undersigned hereby organizes a corporation for the purposes and with the powers herein specified and to that end sets forth these *Article of Incorporation*.

I. NAME

The name of the corporation shall be **INSPIRATION AT SANDESTIN CONDOMINIUM ASSOCIATION, INC.** ("Association").

II. REGISTERED AGENT AND REGISTERED OFFICE

The name and address of the Registered Agent for this Association is:

Doug Jones
301 East Pine Street, Suite 450
Orlando, Florida 32801

III. PRINCIPAL OFFICE

The mailing address and principal office of the Association shall be located at 9300 Emerald Coast Parkway W., Sandestin, Florida 32550, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

IV. PURPOSE

The purposes and objectives of the Association shall be to administer the operation and management of **INSPIRATION AT SANDESTIN CONDOMINIUM** ("Condominium"), which may be established in accordance with the Florida Condominium Act, Chapter 718, Florida Statutes ("Act") upon that certain real property situated in Walton County, Florida, described on Exhibit "A" of the Declaration of Condominium for Inspiration at Sandestin Condominium, to be recorded in the public records of Walton County, Florida ("Declaration"), as such Declaration is amended from time to time, and the Fractional Ownership Regime (as defined in the Declaration) and to perform the acts and duties incident to the operation and management of the Condominium and the Fractional Ownership Regime in accordance with the provisions of these Articles of Incorporation, the Bylaws of the Association ("Bylaws") (which will be adopted pursuant hereto), and the Declaration, as and when the property described therein (together with the improvements situated thereon are submitted to the condominium form of ownership; and to own, operate, encumber, lease, manage, sell, convey, exchange and otherwise deal with the lands submitted to the condominium form of ownership, the improvements thereon, and such other property, real and personal, as may be or become part of the Condominium (collectively "Condominium Property") to the extent necessary or convenient in the administration of the Condominium as provided for in the Declaration. The Association shall be conducted as a non-profit organization for the benefit of its members.

V. POWERS

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not-for-profit under the law pursuant to which this corporation is chartered.

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B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association, including, without limitation, the power, authority and right to:

(i) to alter, maintain, clean, repair, replace, repaint, restore, operate, lease and manage all of the Condominium Property and improvements, Common Elements, Common Furnishings, and landscaping within the Condominium, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property;

(ii) to manage the Fractional Ownership Regime, and in connection therewith, to implement and operate reservation, housekeeping, arrival and departure services and systems for the benefit of Interval Owners and their Guests;

(iii) to levy and collect fees, charges, and assessments from the Members as contemplated by the Declaration, including the right to levy and collect assessments for the purpose of acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, Fractional Interests, Units, Common Elements and Common Furnishings as may be necessary or convenient in the operation and management of the Condominium and the Fractional Ownership Regime in accomplishing the purposes set forth in the Declaration;

(iv) to establish and maintain one or more reserve funds to provide monies to the Association to pay any expenses incurred by the Association in the exercise of its powers or the performance of its duties;

(v) to remove any unsightly or obnoxious condition, and to perform any labor necessary or desirable to keep and maintain the Property in a neat, sightly, and attractive manner and appearance;

(vi) to pay taxes and assessments levied by governmental authority on any real or personal property owned by the Association and by the Owners, collectively (provided, however, that ad valorem taxes on whole Units that have not been subjected to the Fractional Ownership Regime may be paid directly by the Owners thereof); or on any transactions entered into by the Association that are subject to tax in the normal course of business including the right to reimburse Developer for any taxes, or portions thereof, paid by Developer on behalf of the Association or any Member;

(vii) to administer and enforce the provisions of the Condominium Documents and any other decisions of the Association, by any judicial action or otherwise, including the levying of fines, and to pay all expenses incidental to such enforcement, including reasonable attorneys' fees, including, without limiting the foregoing, the right to reimburse Developer for all costs and expenses incurred or paid by it in connection with the enforcement of any of the conditions, covenants, restrictions, charges, assessments, or terms contained herein;

(viii) to have prepared and distributed to Owners and, subject to a reasonable charge, any First Mortgagees who have requested such distribution in writing, on an annual basis (or more frequently if deemed appropriate by the Board) the financial statements and other information herein described;

(ix) to obtain and maintain in force all policies of insurance required by the Declaration or as deemed necessary or appropriate by the Association;

(x) to promulgate, amend, and rescind from time to time the Rules and Regulations (including, without limitation, the Lodging Reservations Policies and Procedures), governing the use of the Condominium;

(xi) to adopt hurricane shutter specifications if the Board deems them reasonable;

(xii) to expend monies collected by the Association from Assessments or charges and other sums received by the Association; to ensure the payment of all proper costs, expenses, and obligations incurred by the Association in carrying out any or all of the purposes for which the Association is formed;

(xiii) to receive all notices, claims, and demands relating to taxes and assessments affecting the Condominium and the Association, and by accepting title to an Fractional Interest in the Condominium, the purchaser thereof thereby waives his right to receive such notices and designates the Association as his exclusive agent for receipt of such notices, claims, or demands;

(xiv) to borrow money and mortgage, pledge, or hypothecate any or all of the Common Elements, Common Furnishings and assets of the Association as security for money borrowed or debts incurred;

(xv) to buy, own, operate, lease, sell, trade and mortgage both real or personal property, including, without limitation, any Unit or Fractional Interest in the Condominium;

(xvi) to perform and contract with and employ others to perform the management, maintenance, operation, construction, or restoration of the Condominium or any portion thereof, and in connection therewith, delegate any and all powers and duties of the Association to the extent and in the manner permitted by the Declaration, these Articles of Incorporation, the Bylaws and applicable law;

(xvii) to conduct reservation, reception, housekeeping, concierge, arrival, departure, and other services for benefit of Unit Occupants as deemed necessary or appropriate by the Board and to assess the cost thereof as Common Expenses, Fractional Expenses or Personal Charges as determined by the Board in the exercise of its reasonable discretion;

(xviii) to do and perform any and all other acts which may be either necessary for, or proper or incidental to, the exercise of its powers and contract to sue or be sued with respect to its exercise or non-exercise of its powers;

(xix) to be a member of or participate in and pay assessments to any entity for common services including, but not limited to electricity, heat, security, insect control, common road maintenance, water and sewer services, fire protection, recreation, and Common Expenses of any other nature;

(xx) to enter upon and within (i) any Unit subject to the Fractional Ownership Regime at any reasonable time upon giving reasonable notice, if the Unit is occupied, for the purpose of cleaning, maid service and, if unoccupied, for the purpose of painting, maintenance, and repair, and (ii) any Unit, at any reasonable time, whether or not in the presence of an occupant, for the purpose of (A) making emergency repairs therein; (B) abating any nuisance or any dangerous, unauthorized, prohibitive or unlawful activity being conducted or maintained in such Unit; (C) protecting property rights and the welfare of the other Owners or Guests; or (D) for any other purpose reasonably related to the performance by the Association of its responsibilities under the terms of the Declaration, as long as such right of entry is exercised in such a manner as to avoid any unreasonable or unnecessary interference with the possession, use, and/or enjoyment by the occupant of such Unit and is preceded by reasonable notice to the occupant thereof whenever the circumstances reasonably permit;

(xxi) to contract with any public or private utility provider for any type of utility services deemed appropriate or necessary by the Board;

(xxii) to grant to third persons use privileges, permits, licenses and easements for the Common Elements within the Condominium gratuitously from time to time as the Board may determine, including those for access, enjoyment, utilities and other purposes;

(xxiii) to settle, compromise, or waive any claims, controversies, rights, or causes of action of or against the Association;

(xxiv) to obtain and maintain, at the Association's cost and expense, a fidelity bond for all persons who control or disburse funds of the Association, in the amount of the maximum amount of funds that are in the custody of the Association or the Managing Agent;

(xxv) to enter into agreements with other persons, including, without limitation, easements, licenses, leases and other agreements with one or more condominium associations, Developer, owners within Sandestin, or other associations and the Sandestin Association, which contemplate the sharing of expenses among the Association, other condominium associations, the Owners, Sandestin Association, the Developer or others, for facilities and services that serve the Association and the other condominium associations or the Sandestin Association;

(xxvi) to the extent that the Declaration, these Articles of Incorporation or the Bylaws require the joinder of Members, execute, acknowledge and deliver such documents on behalf of the Members, and Members by acceptance of their deeds, irrevocably nominate, constitute and appoint the Association, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable;

(xxvii) to merge with other condominium associations, provided that such merger is approved by the majority of the votes of the members of the associations to be merged;

(xxviii) to enter into agreements, acquire leaseholds, memberships and other possessory or use interests in lands or facilities including recreational facilities in clubs, regardless of whether such facilities are contiguous with the Condominium Property; provided that such facilities are for the benefit of Members;

(xxix) to exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration, Chapter 718 or Chapter 721, Florida Statutes; and

(xxx) to take such other actions and exercise all powers that may be taken or exercised in Florida by nonprofit corporations.

C. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and the Declaration, the Bylaws and the Act, as of the date of incorporation.

VI. MEMBERS

The qualifications of members, manner of their admission to and termination of membership, and voting by members shall be as follows:

A. The owners of all Units and Fractional Interests in the Condominium shall be members of the Association. In the event that this Association is designated as the association to operate and manage another condominium, the owners of the units in such condominium shall also be members, except as provided for in Paragraph E, Article VI hereof.

B. Membership shall be established by the acquisition of fee simple title to a Unit or Fractional Interest in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit or Fractional Interest; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a

fee ownership interest in two or more Units or Fractional Interests at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit or Fractional Interest.

C. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Unit(s) or Fractional Interest(s) owned by such member. The funds and assets of the Association shall be expended, held and used only for the benefit of the membership and for the purposes authorized herein, in the Declaration, and in the Bylaws.

D. On all matters upon which the membership is entitled to vote, as hereinafter provided, the memberships appurtenant to the Units and Fractional Interests shall have votes as follows: (i) each membership appurtenant to a Fractional Interest shall be entitled to one (1) vote per Fractional Interest; (ii) each membership appurtenant to a Residential Unit shall be entitled to ten (10) votes per Residential Unit; and (iii) each membership appurtenant to a Non-Residential Unit shall be entitled to ten (10) votes per Non-Residential Unit.

Only the Owners of the Non-Residential Units may vote as to those matters concerning only Non-Residential Units (including without limitation, the election of the one (1) Non-Residential Director as set forth in Article IX of these Articles of Incorporation), and only the Owners of the Residential Units and Fractional Interests may vote as to those matters concerning only Residential Units and Fractional Interests (including without limitation, the election of the four (4) Residential Directors as set forth in Article IX of these Articles of Incorporation). All members shall vote on matters concerning both Non-Residential Units, Residential Units and Fractional Interests and matters that cannot be clearly categorized as affecting only Non-Residential Units, Residential Units or Fractional Interests exclusively.

Should any member own more than one (1) Unit, such member shall be entitled to exercise or cast ten (10) votes for each such Unit, in the manner provided for in the Bylaws. Should any member own more than one (1) Fractional Interest, such member shall be entitled to exercise or cast one (1) vote for each such Fractional Interest, in the manner provided for in the Bylaws.

E. Until such time as the Declaration is recorded in the public records of Walton County, Florida, the membership of the Association shall be comprised of the subscriber to these Articles of Incorporation, who shall be entitled to cast one (1) vote on all matters upon which the membership would be entitled to vote.

VII. EXISTENCE AND DISSOLUTION

The Association shall have perpetual existence. The Association may be dissolved only pursuant to the termination of the Condominium, in accordance with the provisions of Section 718.117, Florida Statutes, with the assent given in writing and signed by Members owning not less than eighty percent (80%) of the votes allocated to all Owners in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created, or for the general welfare of the residents of the county in which the Condominium Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to similar purposes.

VIII. MANAGEMENT

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President, Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the direction of the Board of Directors. The officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent, agency, or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any

and all such persons or entities may be so employed without regard to whether any such person or entity is a member of the Association or a Director or officer of the Association, as the case may be.

IX. BOARD OF DIRECTORS

For so long as the Developer is in control of the Board of Directors, there shall be three (3) directors. At the time of turnover of control, the number of directors shall be increased to five (5); four (4) of whom will be elected by the Residential Unit Owners and Fractional Owners and one (1) of whom will be elected by the Non-Residential Unit Owners (the "Board").

Residential Unit Owners and Fractional Owners other than the Developer may elect no less than one third (1/3) of the Residential members of the Board of Directors upon the sale of fifteen percent (15%) of the Fractional Interests in the Condominium that will ultimately be operated by the Association. Residential Unit Owners and Fractional Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors as follows: (a) three (3) years after fifty percent (50%) of the Fractional Interests that will ultimately be operated by the Association have been conveyed to purchasers, (b) three (3) months after ninety percent (90%) of the Fractional Interests that will ultimately be operated by the Association have been conveyed to purchasers, (c) when all the Fractional Interests that will ultimately be operated by the Association have been completed and some have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, (d) when some of the Fractional Interests or Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven (7) years after recording the Declaration, which ever shall first occur. The Developer reserves the right to elect at least one (1) director of the Condominium Association so long as it owns at least five percent (5%) of the Fractional Interests. For purposes of the preceding calculations, a Residential Unit not subject to the Fractional Ownership Regime shall equal ten (10) Fractional Interests.

X. OFFICERS

The Board of Directors shall elect at the annual meeting of members each year, a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

XI. FIRST BOARD OF DIRECTORS

The name and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of the State of Florida, these Articles of Incorporation and the Bylaws, shall hold office until their successors are selected and have qualified, are as follows:

Doug Jones	301 East Pine Street, Suite 450 Orlando, Florida 32801
Mark Edwards	221 Corporate Circle, Suite Q Golden, Colorado 80439
Allan Copping	999 West Hastings, Suite 1400 Vancouver, BC V6C 2W2

XII. FIRST OFFICERS

The officers of the Corporation, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

<u>Name and Title</u>	<u>Address</u>
Steve Laver President	999 West Hastings, Suite 1400 Vancouver, BC V6C 2W2
Mark Edwards Vice President	221 Corporate Circle, Suite Q Golden, Colorado 80439
Allan Copping Treasurer	999 West Hastings, Suite 1400 Vancouver, BC V6C 2W2
Colin Kingsmill Secretary	999 West Hastings, Suite 1400 Vancouver, BC V6C 2W2
Doug Jones Assistant Secretary	301 East Pine Street, Suite 450 Orlando, Florida 32801

XIII. BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the subscribers to these Articles of Incorporation at a meeting at which a majority of the subscribers is present, and, thereafter, the Bylaws may be amended, altered or rescinded by affirmative vote of the majority of the Board of Directors.

XIV. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

XV. AMENDMENTS TO ARTICLES OF INCORPORATION

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning ten percent (10%) of the votes allocated to the members, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or the acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days or later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member fourteen (14) days written notice of such meeting stating the time and

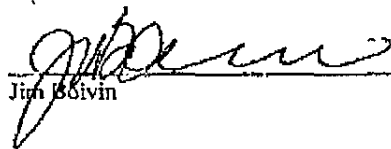
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place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, with postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting or by written approval, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than sixty-seven percent (67%) of the votes allocated to the members in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the public records of Walton County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in these Articles of Incorporation, may be adopted or become effective without the prior written consent of Developer.

XVI. FIDELITY BONDING

In addition to the indemnification provisions hereof, the Association shall obtain and maintain blanket fidelity bonds on each Director, officer and employee of the Association and of any management firm or any person who controls or disburses funds of the Association. The total amount of fidelity bond coverage shall be based upon the best business judgment of the Board of Directors, and shall not be less than the estimated maximum funds including reserve funds, in the custody of the Association or management firm, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than the amount required by the Condominium Act. The fidelity bond shall name the Association as an obligee and shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds shall be paid by the Association as a common expense (except for the premiums on fidelity bonds maintained by the management firm, if any). The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

The subscriber hereto has set his hand and seal this 24 day of FEB, 2005.


Jim Bolvin

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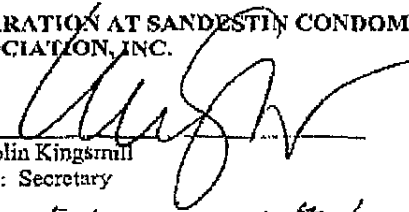
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**CERTIFICATE OF DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED**

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED:

INSPIRATION AT SANDESTIN CONDOMINIUM ASSOCIATION, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS PRINCIPAL
PLACE OF BUSINESS AT SANDESTIN, WALTON COUNTY, FLORIDA, HAS NAMED DOUG JONES,
LOCATED AT 301 EAST PINE STREET, SUITE 450, ORLANDO, FLORIDA 32801, AS ITS AGENT TO
ACCEPT SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA.

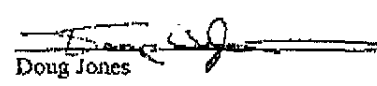
INSPIRATION AT SANDESTIN CONDOMINIUM
ASSOCIATION, INC.

By: 

Colin Kingsmill
Its: Secretary

Dated: February 18th / 2005

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED
CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN
THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.


Doug Jones

Dated: 2/22/05

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