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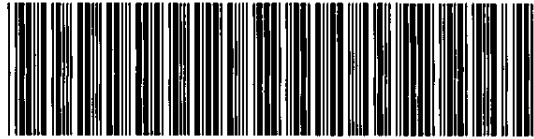
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TALLAHASSEE, FLORIDA

C-2.1-18



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 715662 82866A

AUTHORIZATION :

Susie Knight

COST LIMIT : \$78.75

ORDER DATE : January 17, 2007

ORDER TIME : 10:19 AM

ORDER NO. : 715662-005

CUSTOMER NO: 82866A

DOMESTIC FILING

NAME: SEBASTIAN CROSSINGS COMMERCIAL
OWNERS' ASSOCIATION, INC.

EFFECTIVE DATE:

XX ARTICLES OF INCORPORATION
____ CERTIFICATE OF LIMITED PARTNERSHIP
____ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

XX CERTIFIED COPY
____ PLAIN STAMPED COPY
____ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Susie Knight - EXT. 2956

EXAMINER'S INITIALS: _____

**ARTICLES OF INCORPORATION OF
SEBASTIAN CROSSINGS COMMERCIAL OWNERS' ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

FILED
2007 JAN 17 PM 2:13
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of the Laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is SEBASTIAN CROSSINGS COMMERCIAL OWNERS' ASSOCIATION, INC. (the "Association").
2. Principal Office. The initial principal office of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801. The mailing address of the Association is 500 South Florida Avenue, Suite 700, Lakeland, Florida 33801.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 500 South Florida Avenue, Suite 800, Lakeland, Florida 33801. The name of the Registered Agent of the Association is William T. Link, Jr.

Having been named as registered agent and to accept service of process for the above stated Florida not for profit corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 617, Florida Statutes.



Registered Agent's Signature

4. Definitions. A declaration entitled Declaration of Easements, Covenants, Conditions and Restrictions ("ECCR") has been or will be recorded in the Public Records of Indian River County, Florida, and shall govern all of the operations of the Property. All initially capitalized terms not defined herein shall have the meanings ascribed thereto in the ECCR, as it may be amended from time to time.

5. Purpose of Association. The Association is formed to own, operate, maintain and act to manage the Property or certain portions thereof generally, and more specifically as follows:

5.1. Provide for operation, maintenance and preservation of the Common Areas, if any, and improvements thereon.

5.2. Expressly subject to the terms and conditions of the ECCR, provide for the operation, maintenance and management of the Surface Water or Storm Water Management

System.

5.3. Perform the duties delegated to it in the ECCR.

5.4. Administer the interests of the Association and the Owners.

5.5. Promote the health, safety and welfare of the Owners.

5.6. Collect Assessments and other amounts due, if any, to the Association and remit the same to the Association.

6. Not For Profit. The Association is a Florida not for profit corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. The Association shall, subject to the limitations and reservations set forth in the ECCR, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to the following:

7.1. To perform all the duties and obligations of the Association set forth in the ECCR, these Articles of Incorporation ("Articles") and the Bylaws of the Association ("Bylaws") and to take any other action necessary for the purposes for which the Association is organized.

7.2. To enforce and interpret, by legal action or otherwise, the provisions of the ECCR, these Articles, and the Bylaws, and the rules, regulations, covenants, restrictions and/or agreements governing or binding the Association and the Property, either for the benefit of the Association, directly, or in conjunction with, or on behalf of, the Owners.

7.3. To operate, maintain and improve the Common Areas, if any, and to promote rules and regulations for use of the Common Areas by the Owners.

7.4 Expressly subject to the terms and conditions of the ECCR, the Association shall operate, maintain and manage the Surface Water or Stormwater Management System in a manner consistent with the St. Johns River Water Management District ("District") permit no. 40-061-98440-1 requirements and applicable District rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the Surface Water or Stormwater 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 Stormwater Management System.

7.5 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the ECCR, these Articles, and the Bylaws.

7.6. To fix, levy, collect, and enforce payment, by any lawful means, of all fines imposed in accordance with Florida Statutes, Chapter 617 and the terms of the ECCR, to maintain order within the Property and to encourage observance of the terms of the ECCR, these Articles and the Bylaws

7.7. To pay all Association expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas, if any, or other property of the Association.

7.8. To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the ECCR.

7.9. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.10. To dedicate, grant, license, lease, create easements upon, sell or transfer all or any part of, the Common Areas, if any, to any public agency, entity, authority, utility, or other person or entity for such purposes and subject to such conditions as it determines subject only to requirements in the ECCR, if any.

7.11. To participate in mergers and consolidations with other not for profit corporations organized for the same purposes.

7.12. To employ personnel and retain independent contractors to contract for management of the affairs of the Association, the Property, the Surface Water or Stormwater Management System, and the Common Areas, if any, as provided in the ECCR and to delegate in such contract all or any part of the powers or duties of the Association.

7.13. To contract for services, if any, to be provided to, or for the benefit of, Association, Owners, the Common Areas, if any, the Surface Water or Stormwater Management System, and the Property, as provided in the ECCR such as, but not limited to, maintenance, garbage pick-up, and utility services.

7.14. To establish committees and delegate certain of its functions to those committees.

7.15. To sue and be sued.

7.16. To contract for services to be provided for operation and maintenance of the Surface Water or Stormwater Management System if the Association contemplates employing a maintenance company.

7.17. To require all Owners to be members of the Association.

7.18. To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions, or agreements governing the Association, the Property, the Common Areas, if any, and the Surface Water or Stormwater Management System and to take any other action necessary for the purposes for which the Association is organized.

7.19. To have and to exercise any and all powers, rights and privileges which a not for profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise.

8. Association Lawsuits. The Board shall have no duty to bring any suit against any party and the Board is permitted to apply a rule of reasonableness when determining whether to bring suit against any party.

9. Membership and Voting Rights. Each Owner and Declarant shall be a member of the Association. Owners and Declarant shall have the voting rights set forth in the ECCR and the Bylaws, however, the Bylaws shall not be inconsistent with the ECCR.

10. Board of Directors. The affairs of the Association shall be managed by a board of directors having an odd number with not less than three (3) nor more than five (5) members ("Board"). The initial number of directors shall be three (3). The names and addresses of the initial directors of the Association are as follows:

Lawrence T. Maxwell	500 South Florida Avenue Suite 700 Lakeland, Florida 33801
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William D. Drost	500 South Florida Avenue Suite 700 Lakeland, Florida 33801
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Benjamin Falk	500 South Florida Avenue Suite 700 Lakeland, Florida 33801
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The members of the Board shall be appointed and/or elected as stated in the Bylaws, unless otherwise stated in the Bylaws. The initial members of the Board or successors of the initial members of the Board as appointed in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his or her successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose. However, notwithstanding the foregoing or

anything to the contrary contained herein, until the Turnover Date, the Declarant shall have the sole and exclusive right to elect and designate all of the Directors.

11. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

12. Existence and Duration. Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

13. Amendments.

13.1. General Restriction on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever.

13.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Declarant's right to amend under this paragraph is to be construed as broadly as possible. In the event that the members of the Association, other than Declarant, shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment, which consent may be withheld for any reason whatsoever. After receiving the Declarant's consent to the proposed amendment, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. After approval of the amendment by the Board, Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3. Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended at an annual or special meeting called for that purpose by the approval of at least two-thirds (66 2/3 %) of the Board of Directors or the membership of the Association, provided that notice of the text of each proposed amendment was sent to the members with notice of the meeting.

14. Limitations.

14.1. ECCR is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights, and obligations set forth in the ECCR.

14.2. Rights of Declarant. There shall be no amendment to these Articles which shall abridge, reduce, amend, affect or modify the rights of Declarant.

14.3 Bylaws. These Articles shall not be amended in a manner that conflicts with the Bylaws.

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine (individually and collectively, "Officers"). Officers shall be appointed and/or elected as stated in the Bylaws.

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Declarant, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, a meeting of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

18. Severability. Invalidity of any of the provisions of these Articles by judgment or court order shall in no way effect any other provision, and the remainder of these Articles shall remain in full force and effect.

19. Conflicts. In the case of any conflict between the Bylaws and the Articles, the Articles shall control; in the case of any conflict between the Declaration and the Articles, the Declaration shall control.

IN WITNESS WHEREOF, I, the undersigned subscribing incorporator, have hereunto set my hand and seal this 15th day of January, 2007, for the purpose of forming this not for profit corporation under the Laws of the State of Florida.

William D. Drost

William D. Drost, its Incorporator

Address: 500 South Florida Ave., Suite 700
Lakeland, Florida 33801

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Articles of Incorporation were acknowledged before me this 15th day of January, 2007, by William D. Drost, as incorporator of SEBASTIAN CROSSINGS COMMERCIAL OWNERS' ASSOCIATION, INC., a Florida not for profit corporation ☒ who is personally known to me or [] has produced a Florida driver's license as identification.

Andrew J. Kienle

Printed Name: _____

Notary Public

State of Florida at Large

My Commission Expires:

(SEAL)

