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From:
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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FLORIDA PROFIT/NON PROFIT CORPORATION

VILLAS AT LAKESIDE CENTRE CONDOMINIUM ASSOCIATION

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ARTICLES OF INCORPORATION
OF
VILLAS AT LAKESIDE CENTRE
CONDOMINIUM ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not-for-profit under and in accordance with the provisions of the laws of the State of Florida the undersigned do hereby associate themselves into a corporation not-for-profit and, to that end, do by those Articles of Incorporation, set forth:

I.

The name of the proposed corporation shall be VILLAS AT LAKESIDE CENTRE CONDOMINIUM ASSOCIATION, INC. hereinafter referred to as the "Corporation" and the "Association".

II.

The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act, which is Chapter 718, Florida Statutes, 1983, as amended, for the operation of a fourteen (14) unit condominium (the "Condominium") that may be established by LAKESIDE CENTRE DEVELOPMENT, LLC, a Florida Limited Liability Company, hereinafter called the "Developer", upon the lands described in Exhibit A hereto, and to purchase, own, operate, lease, sell, trade and otherwise deal with such property, or other property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

III.

The Association shall have the following powers:

1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles, the Declarations of Condominium, the Bylaws of this Corporation or the Condominium Act, except where the same are in conflict with the Declaration, these Articles, or the Bylaws of this Association which may hereafter be adopted.
2. The Association will have all of the powers and duties set forth in the Condominium Act; and it will have all of the Condominium powers and duties reasonably necessary to implement and effectuate the purpose of the Association and to operate as they may be amended from time to time, including but not limited to the following:
 - a. To make, establish and amend reasonable rules and regulations governing the use and maintenance standards of the Condominium, as

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said terms may be defined in the Declaration of Condominium to be recorded.

- b. To levy and collect assessments against members to defray the costs, expenses and losses of the Condominium.
- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To own, control, operate, manage, repair, replace the common property including the right to reconstruct improvements after casualty loss and the right to make further improvements to the Condominium properties.
- e. To purchase insurance for the Condominium properties and insurance for the protection of the Association and its members as Condominium unit owners.
- f. To reconstruct improvements after casualty and to further improve the Condominium properties.
- g. To make and amend reasonable regulations respecting the use of the Condominium properties.
- h. To approve or disapprove the transfer, lease, mortgage and ownership of Condominium units as may be provided by the Declaration of Condominium and the Bylaws of the Association.
- i. To enforce by legal means the provisions of the Condominium Act, these Article of Incorporation, the By-laws of the Association and the regulations for the use of the Condominium property.
- j. To contract for the management and operation of the Condominium, including its common property and to thereby delegate all powers and duties of the Association, except such as are specifically required to have the approval of the Board of Directors or of the membership of the Association.
- k. To hire such employees, or agents, including professional management agents or companies and purchase such equipment, supplies, and materials as may be needed.
- l. To own and hold fee simple title to lands, within reasonable proximity to the Condominium properties upon which recreational facilities, entranceways, walkways, parking areas, and like facilities are or may be constructed for the benefit of Condominium unit owners, and to manage, control and maintain the same; provided, however, that such facilities shall and must be for the use and enjoyment of all unit owners in the Condominium to be established upon the lands described in Article II hereof. The Association shall assess each unit when completely constructed for its pro-rata share of the costs and expenses of the operating and maintaining of said facilities.
- m. To lease such portions of the common properties of the Condominium to third parties in connection with the management and maintenance of the said Condominium.
- n. To pay taxes and other charges, on or against property owned by the Association

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- o. To exercise, undertake and accomplish all the powers, rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Condominium including but not limited to the enforcement of all covenants in or imposed by the Declaration of Condominium.
3. All funds, except such portions thereof as are expended for the common expenses of the Condominium and the title to all property, will be held in trust for the members of the Association, in accordance with their respective interests under the Declaration of Condominium and in accordance with the provisions of these Articles of Incorporation and the By-laws of the Association.
4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Condominium and the By-laws of the Association.

IV.

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

1. The members of the Association will consist of all of the record owners of the Condominium units in the Condominium for which the Association has operating responsibility, and no other persons or entities shall be entitled to membership. Subject to the provisions of the Declaration of Condominium and the By-laws of this Association, membership shall be established (i) by acquiring and recording evidence in the public records of Indian River County of fee title to a unit in the Condominium, or by acquiring and recording evidence of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise and (ii) by delivery of a copy of said evidence to the Association, and the membership of any person shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any unit, except that nothing herein contained shall be construed as terminating the membership of any person who may own two or more units, or who may own a fee ownership interest in two or more units, so long as any such person shall retain title to or a fee ownership interest in any unit.
2. The share 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 his or her Condominium unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-laws which shall be hereafter adopted.

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3. On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each Condominium unit in the Condominium in such manner as may be provided in the By-laws hereafter adopted by the Association. Should any member own more than one Condominium unit, such member shall be entitled to exercise or cast as many votes as he or she owns units in the manner provided by said By-laws.
4. Until such time as the property described in Article II hereof is submitted to a plan of condominium ownership by the recordation of a Declaration of Condominium, the membership of the Association shall be comprised of the subscribers of these Articles of Incorporation, and such subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

V.

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.

VI.

The principal office of the Corporation shall initially be located at 1069 Main Street, Sebastian, Indian River County, Florida, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may be designated from time to time by the Board of Directors.

VII.

The affairs of the Corporation shall be managed by the President of the Corporation, assisted by the Vice Presidents, if any, a Secretary and a Treasurer, and Assistant Secretaries and Assistant Treasurer, if any, subject to the directions of the Board of Directors. The Board of Directors or the President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Corporation, and any such person or entity may be a member of the Corporation or a director or officer of the Corporation, or may have directors or officers in common with the Corporation, as the case may be.

VIII.

1. The number of directors on the first Board of Directors (the "First Board"), the "Initial Elected Board", as hereinafter defined, and all Boards elected prior to the annual members' meeting following the Developer's Resignation Event, as hereinafter defined, shall be three

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- (3). Directors appointed by the Developer need not be members of the Association. The number of directors elected by the "Purchaser Members" (as hereinafter defined) subsequent to the Initial Elected Board, shall be as provided in this Article VIII.
2. The names and addresses of the person who are to serve as the First Board who shall serve until the successors are appointed, have qualified or until removed, are as follows:

| <u>NAME</u> | <u>ADDRESS</u> |
|---------------|--|
| Steven Lulich | 1069 Main Street Sebastian, FL 32958 |
| Linda Lulich | 1069 Main Street Sebastian, FL 32958 |
| Vernon Prince | 108 Island View Dr. Indian Harbor Bch, FL 32937 |

Developer reserves the right to designate successor directors to serve on the Board for so long as it has the right to designate any directors, as hereinafter provided.

3. Upon the conveyance by Developer to unit owners other than Developer ("Purchaser Members") of fifteen (15%) the Purchaser Members shall be entitled to elect one director, which election shall take place at a special meeting of the membership to be called by the Board for such purpose (the "Initial Election Meeting"). At the Initial Election Meeting, one (1) of the directors previously designated by the Developer shall submit his or her written resignation, which shall be accepted, and the Purchaser Members present in person or by proxy shall thereupon proceed to elect one (1) director by written ballot, all nominations to be from the floor. The Board as so reconstituted shall be the "Initial Elected Board". The remaining two (2) directors shall retain their position until they resign or are replaced by the Developer, which right of replacement at any time is reserved by the Developer. Subject to the other provisions of this Article VIII, the Initial Elected Board shall serve until the next Annual Members' Meeting, at which time the Purchaser Members shall elect another Director to replace the single director elected by such Purchaser Members at the Initial Election Meeting; provided, however, that any director elected by the Purchaser Members shall be eligible to succeed himself. Directors previously designated by the Developer shall retain their positions through each annual members' meeting until they resign or are replaced by the Developer, which right of replacement at any time is reserved by the Developer. One director shall continue to be so

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elected at each subsequent annual members' meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the directors on the Board.

4. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of the following:
 - a. Three (3) years after sales by Developer of fifty (50%) of all of the units in the Condominium have been closed, which closing shall be evidenced by the recording of instruments of conveyance of units to each of such Purchaser Members amongst the Public Records of Indian River County, Florida.
 - b. When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:
 - (1) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
 - (2) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
 - (3) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;
 - (4) When some of the 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
 - (5) Seven years after recordation of the Declaration of Condominium or whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an Association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

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5. The election of not less than a majority of directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").
6. At the Majority Election Meeting, one of the two directors designated by the Developer shall submit his or her written resignation, which shall be accepted, and the Purchaser Members present in person or by proxy shall proceed to elect one (1) additional director by written ballot, all nominations to be from the floor; the other two (2) directors to retain their positions until the next required election, in the case of directors elected by the Purchaser Members, or their resignation or replacement, in the case of directors designated by the Developer. Upon the election of the new director by the Purchaser Members at the Majority Election Meeting, the Board of Directors as so reconstituted shall meet and proceed to elect a new President of the Association from among the directors elected by the Purchaser Members, the incumbent President to submit his resignation as President at such time. No other officers shall be replaced at such time.
7. The directors shall continue to be either elected or designated, as described in this Article VIII, at each subsequent annual members' meeting, until the annual members' meeting following the Developer's Resignation Event.
8. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within 75 days after the Purchaser Members are entitled to elect a director or the majority of directors as the case may be. A notice of meeting shall be forwarded to all Members in accordance with the By-laws; provided, however, that the Members shall be at least sixty (60) but not more than seventy-five (75) days notice of such meeting. The notice shall also specify the number of directors to be elected by the Purchaser Members and the remaining number of directors designated by the Developer.
9. Developer shall cause its remaining designated director(s) to resign when Developer no longer holds at least five of the units of the Condominium for sale in the ordinary course of business; provided, however, that the Developer may at any time, in its sole discretion, cause the voluntary resignation of all of the directors designated by it. The happening of either such event is hereby referred to as the "Developer's Resignation Event". Upon the Developer's Resignation Event, the directors elected by Purchaser Members shall elect successor directors to fill the vacancy or vacancies caused by the resignation of the remaining designated director(s). These successor directors shall serve until the next annual members' meeting and until their successors are elected and qualified.
10. At each annual members' meeting held subsequent to the year in which the Developer's Resignation Event occurs, all of the directors

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shall be elected by the members and, upon the affirmative vote of a majority of the members, the Board may be expanded to not more than five (5) directors.

11. The resignation of a director who has been elected or designated by the Developer or the resignation of an officer of the Association who has been elected by the First Board or the Initial Elected Board shall, to the extent permissible by law, remise, release, acquit, satisfy and forever discharge such actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bond, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have, or which any personal representative, successor or heir or assign or the Association or Purchaser Members hereafter can, shall or may have against said officer or director for, upon, or by reason of any matter, cause or thing whatsoever through the day of such resignation.
12. Within sixty (60) days of the date of the Majority Election Meeting, on such date as it shall in its sole discretion determine (the "Turnover Date"), the Developer shall relinquish control of the Association to the Purchaser Members as required by § 718.301, Florida Statutes, by submitting to the President of the Association, who shall accept them on behalf of the Association, the following: (1) resignations of all officers of the Association previously elected or appointed by a Developer-controlled Board of Directors, if any such remain in office; (2) all personal property of the Association or of the unit owners held or controlled by the Developer or its agent; and (3) such other items as are required to be turned over by § 718.301, Florida Statutes; provided, however, that the accounting for all Association funds required to be presented to the Association by the Developer pursuant to the terms of § 718.301(5)©, Fla. Stats., may be remitted to the President of the Association by the independent auditor responsible for such accounting within such time after the Turnover Date as shall be needed by such independent auditor for the making of such accounting but in no even later than ninety (90) days after the Turnover Date and provided, further, that in the event that the said auditor fails to remit the results of the said accounting to the President in a timely manner, neither Developer nor any of Developer's principals, employees or agents shall be liable therefore or for any consequences thereof.

IX.

The Association shall through its Board of Directors and Officers file the necessary annual election to become a "Condominium Association" as defined in the Internal Revenue Code as exempt from taxation under section 501(c)(12) or similar provisions of corresponding law

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subsequently enacted, exempt from income tax as thereon provided. The Association shall be operated at all times to maintain its eligibility for tax-exempt status.

X.

The subscribers to these Articles of Incorporation are the individuals named herein to act and serve as members of the first Board of Directors of the Corporation, the name of each subscriber and his respective post office address is more particularly set forth below.

| | |
|---------------|--|
| Steven Lulich | 1069 Main Street, Sebastian, FL 32958 |
| Linda Lulich | 1069 Main Street, Sebastian, FL 32958 |
| Vernon Prince | 108 Island View Dr., Indian Harbor Bch., FL 32937 |

XI.

The original By-laws of the Corporation shall be adopted by a majority vote of the first Board of Directors of the Association, and, thereafter, such By-laws may be altered, amended or rescinded only in such manner as the By-laws may provide.

XII.

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

| <u>NAME</u> | <u>OFFICE</u> |
|---------------|---------------------|
| Steven Lulich | President |
| Vernon Prince | Vice-President |
| Linda Lulich | Secretary-Treasurer |

XIII.

The Association shall indemnify any person who was or is a party or is threatened to made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees, judgments, fines and amounts paid in clement as long as actually and reasonable incurred by him in good faith

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and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or at least not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

In addition thereto, the following shall be authorized:

- (a) Expenses To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Paragraph 12.0 hereof, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him or herein connection therewith.
- (b) Approval. Any indemnification under Paragraph 12.0 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such majority vote of a quorum consisting of directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the Association.
- (c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is

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entitled to indemnification by the Association as authorized in this Article.

- (d) Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-law, agreement, vote of the members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a Director, Officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.
- (e) Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was serving at the request of the Association as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

XIV

An amendment of amendments of these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the directors, or by a majority of the members of the Corporation, whether meeting as members or by instruments in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a special meeting of the members of the Corporation for a date not sooner than twenty (20) days nor 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 to each member written notice or printed notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fourteen (14) nor more than thirty (30) days before the date set for such meeting. 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 Corporation, the 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 Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority present at such meeting, in order for such amendment or amendments to become effective unless otherwise expressly required by Florida law. Thereupon, such amendment or amendments of these Articles of Incorporation shall be

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transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and, upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Indian River County, Florida, within thirty (30) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting

Notwithstanding the foregoing, so long as LAKESIDE CENTRE DEVELOPMENT, LLC shall have the right hereinabove provide to select a majority of the Board of Directors of the Corporation, an amendment or amendments to these Articles of Incorporation may be adopted and approved by an affirmative vote of a majority of the Board of Directors of the Corporation in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and, upon such registration, a certified copy thereof shall be recorded in the public records of Indian River County, Florida. Moreover, so long as LAKESIDE CENTRE DEVELOPMENT, LLC shall have the right to select a majority of the Board of Directors of the Corporation, no amendment to these Articles of Incorporation shall be adopted or become effective without the affirmative vote of a majority of the Board of Directors.

Notwithstanding the foregoing provisions of this Article XIV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the right of LAKESIDE CENTRE DEVELOPMENT, LLC to designate and select members of each Board of Directors of the corporation, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of LAKESIDE CENTRE DEVELOPMENT, LLC.

XV.

The share 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 such member unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purpose authorized herein, in the Declaration of Condominium and in the By-laws of this Association.

In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder, in the event no such organization is formed, then the assets shall be dedicated to Indian River County, Florida or other appropriate governmental entity. However, in

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no event shall Indian River County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, by Indian River County, Florida, may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered Indian River County, Florida.

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 this St. Johns River Water Management District prior to such termination, dissolution or liquidation.

XVI

To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management Permit No. _____ requirements and applicable District rules and shall assist in the enforcement of the Declaration of Condominium which relate to the surface water or stormwater management system. The Association shall levy and collect adequate assessments against the members of the Association of the costs of maintenance and operation of the surface and storm water management systems.

XVII

The name and address of the initial Resident Agent for the service of process within the State shall be:

NAME

ADDRESS

Steven Lulich

1069 Main Street, Sebastian, Florida 32958

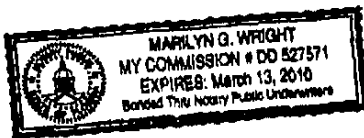
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of May, 2007 at Sebastian, Florida.


STEVEN LULICH

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STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared STEVEN LULICH,
who being by me first duly sworn, acknowledged that he executed the foregoing Articles
of Incorporation for the purpose therein expressed this 3rd day of
May, 2007.



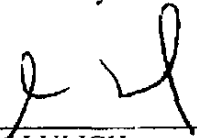
Marilyn G. Wright
Notary Public, State of Florida at Large.
My commission expires:

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ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for Villas at Lakeside Centre Condominium Association, Inc. at the place designated in these Articles, I agree to act in the capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



STEVEN LULICH



DATE

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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