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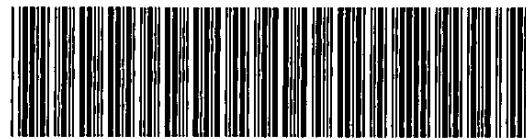
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: Citrus Exchange and Lofts, Inc., A Condominium
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one(1) copy of the Articles of Incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Douglas P. Johnson
Name (Printed or typed)

2924 Davie Road, Suite 202
Address

Davie, Florida 33314
City, State & Zip

954-797-6797
Daytime Telephone number

NOTE: Please provide the original and one copy of the articles.

FILED

ARTICLES OF INCORPORATION
OF
CITRUS EXCHANGE AND LOFTS, INC.
(A Florida Corporation Not for Profit)

2007 JUN 15 AM 7:56

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit, under and in accordance with Chapter 617 of the Florida Statutes, I, the undersigned, hereby incorporate this corporation not for profit, for the purposes and with the powers hereinafter set forth and to that end, I do, by these Articles of Incorporation, certify as follows:

The terms contained in these Articles of Incorporation are defined in the Condominium Act, Chapter 718, Florida Statutes, 1976 ("Act"), as amended through the date of recording the Declaration amongst the Public Records of Broward County, Florida, shall have the meaning of such terms set forth in such Act unless otherwise defined herein, and, for clarification, the following terms will have the following meanings:

- A. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as amended through the date of recording the first Declaration amongst the Public Records
- B. "Articles" means these Articles of Incorporation of the Association.
- C. "Assessments" means the share of funds required for the payment of "Annual Assessments" and "Special Assessments" (as such terms are defined in each Declaration) which from time to time are assessed against a Unit Owner.
- D. "Association" means CITRUS EXCHANGE AND LOFTS, Inc., a Florida corporation not for profit, responsible for operating the Citrus Exchange and Lofts Condominium(s).
- E. "Association Expenses" means the expenses for the operation and administration of the Association in carrying out its powers and duties, including the operation, maintenance, repair or replacement of any Association Property, and the cost of taxes and insurance thereon.
- F. "Association Property" means that property, real and personal, which is owned or leased by the Association for the benefit of its Members.
- G. "Board" means the Board of Directors of the Association.
- H. "Bylaws" means the Bylaws of the Association.
- I. "Common Elements" means the portion of the Condominium Property not included in the Units.

J. "Common Expenses" means expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and as described in the Condominium Documents and include:

- (i) expenses incurred in connection with the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association with respect to the Condominium and the Condominium Property, cost of fire and extended coverage insurance on the Condominium Property; and
- (ii) any other expenses designated as Common Expenses from time to time by the Board.

K. "Common Surplus" means the excess of receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over Common Expenses.

L. "Condominium" means Citrus Exchange and Lofts, a Condominium, and any other Citrus Exchange and Lofts Condominium, if any. The term "the Condominium" refers solely to the condominium named in this definition.

M. "Condominium Documents" means in the aggregate the Declaration, these Articles, the Bylaws, any rules or regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with a Citrus Exchange and Lofts Condominium.

N. "Condominium Property" means the real property submitted to condominium ownership pursuant to a Declaration and any amendment or amendments thereto and all improvements thereon, subject to any and all easements associated therewith, including, but not limited to, the Units and Common Elements and all easements intended for use in connection with the Condominium, all as more particularly described in the Declaration.

O. "County" means Broward County, Florida.

P. "Declaration" means the Declaration of Condominium of Citrus Exchange and Lofts, a Condominium, as it maybe amended from time to time, by which the Condominium is submitted by Developer to the condominium form of ownership in accordance with the Act, and any other declaration of condominium for a Citrus Exchange and Lofts Condominium, if any.

Q. "Developer" means Downtown Davie Development Corporation, its successors, grantees and assigns. A Unit Owner shall not, solely by the purchase of a Unit, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Unit Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

R. "Director" means a member of the Board.

S. "Citrus Exchange and Lofts" means the mixed-use community to be created by Developer which

is intended to comprise Citrus Exchange and Lofts, a Condominium, and which is planned to have nine (9) "Residential Units," nine (9) "Office Units," eight (8) "Retail Units", for a total of twenty five (25) Units, and Common Elements.

T. "Citrus Exchange and Lofts Condominium(s)" means the condominium or condominiums in Citrus Exchange and Lofts subject to a declaration(s) of condominium, including, but not necessarily limited to, Citrus Exchange and Lofts, a Condominium.

U. "Member" means a member of the Association.

V. "Public Records" means the Public Records of the County.

W. "Unit" means "unit" as described in the Act and is that portion of the Condominium Property subject to exclusive ownership. The term "Unit" includes a Residential Unit, an Office Unit, a Retail Unit, and a Rooftop Unit (as such terms are defined in the Declaration), unless the context prescribes otherwise

X. "Unit Owner" means "unit owner" as defined in the Act and is the owner of a Unit.

Y. "Voting Certificate" means "voting certificate" as defined in the Act and is the document which designates one (1) of the record title owners, or the corporate, partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one (1) owner or by any entity.

Z. "Voting Interests" means "voting interests" as defined in the Act and are the voting rights distributed to Members pursuant to the Declaration.

ARTICLE I NAME, PRINCIPAL AND MAILING ADDRESS

The name of this Association shall be CITRUS EXCHANGE AND LOFTS, INC., whose principal office and mailing address is 2924 Davie Road, Suite 202, Davie, Florida 33314.

ARTICLE II PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop the Condominium on property Developer owns in the County. Developer intends to develop the Condominium as a Multiple Use project of the Act and which is planned to consist of one (1) building.

B. 1. The Association shall be the Association responsible for the operation of the Citrus Exchange and Lofts Condominium(s), subject to the terms and restrictions of the Condominium Document.

2. The purpose for which this Association is organized is to maintain, operate and manage the Condominium, including, and to own portions of, operate, lease, sell, trade and otherwise deal with certain of the improvements located therein now or in the future, all in accordance with the plan set forth in the Condominium Documents, and all other lawful purposes.

ARTICLE III POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of the Condominium Documents or the Act.

B. The Association shall have all of the powers to be granted to the Association in the Condominium Documents. All provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles, including, but not limited to, the operation, maintenance, management, repair and replacement of any Association Property and the Common Elements and the levying and collection of Association Expenses, if any, and Common Expenses and the promulgation and enforcement of rules and regulations.

C. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

1. To make, establish and enforce reasonable rules and regulations governing the use of the Condominium Property (being the Units and the Common Elements) and the Association Property, if any;

2. To make, levy, collect and enforce Assessments and special charges and any other charges and/or fees as provided in the Condominium Documents against Unit Owners, in order to provide funds to pay for the expenses of the Association, the maintenance, operation and management of the Condominium and Condominium Property it may operate and the payment of Common Expenses and Association Expenses, if any, and other expenses in the manner provided in the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. To maintain, repair, replace and operate the Condominium Property in accordance with the Declaration and the Act, including, without limitation, the surface water management system as permitted by the South Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances.

4. To reconstruct improvements on the Condominium Property in the event of casualty or other loss;

5. To enforce by legal means the provisions of the Condominium Documents and the Act;

6. To employ personnel, retain independent contractors and professional personnel, and to enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and any Association Property, and to enter into any other agreements consistent with the purposes of the Association including, but not limited to, agreements as to the management of the Condominium Property and agreements to acquire possessory or use interests in real property and to

provide therein that the expenses of said real property and any improvements thereon, including taxes, insurance, utility expenses, maintenance and repairs, are Common Expenses of the Condominium or Association Expenses of the Condominium and any other Citrus Exchange and Lofts Condominium operated by the Association, if any, and to enter into agreements for the installation, maintenance and operation of a "master" television antenna system and a cable television system, if any;

7. To sue and be sued;

8. To purchase and convey: (i) Residential Unit(s) upon which the Association has chosen to exercise any right of first refusal it may have and to obtain such financing as is necessary to effectuate the same; and (ii) other real and/or personal property as determined by the Association in compliance with the Condominium Documents; and

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Condominium Property in accordance with the Declaration and the Act and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

ARTICLE IV MEMBERS

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership, and the manner of voting by Members shall be as follows:

A. Until such time as the Condominium is submitted to condominium ownership by the recordation of the Declaration, the membership of the Association shall comprise solely the members of the "First Board" (as defined in Article IX hereof).

B. Once the Condominium is submitted to condominium ownership by the recordation of the Declaration, the Unit Owners, which shall mean in the first instance Developer as the owner of all the Units, shall be entitled to exercise all of the rights and privileges of the Members. Developer shall be a Member so long as it is the record owner of any Unit in the Condominium or of any Unit in any other Citrus Exchange and Lofts Condominium administered by the Association.

C. Except as set forth above, membership in the Association shall be established by the acquisition of ownership of fee title to a Unit as evidenced by the recording of a deed or other instrument of conveyance amongst the Public Records, whereupon the membership of the prior Unit Owner shall terminate as to that Unit. Where title to a Unit is acquired from a party other than Developer, the person, persons, corporation or other legal entity thereby acquiring such Unit shall not be a Member unless and until such acquisition is in compliance with the provisions of the applicable Declaration. New Members shall deliver to the Association a true copy of the deed or other instrument of acquisition of title to the Unit.

D. No Member may assign, hypothecate or transfer in any manner his or her membership or his or her share in the funds and assets of the Association except as an appurtenance to his or her Unit.

E. With respect to voting, the following provisions shall apply:

1. The membership as a whole shall vote which determination shall be made in accordance with subparagraphs F.2 and F.3 immediately below. In any event, however, each Unit shall be entitled to only one (1) vote, which vote shall be exercised and cast in accordance with the

applicable Condominium Documents. In the event there is more than one (1) Unit Owner with respect to a Unit as a result of the fee interest in such Unit being held by more than one (1) person or an entity, such owners collectively shall be entitled to only one(1) vote in the manner determined by the applicable Declaration.

2. In matters that require a vote, voting shall take place as follows:

(a) Matters substantially pertaining to all of Citrus Exchange and Lofts Condominiums or to the Association as a whole shall be voted on by the entire membership and shall be determined by a vote of a majority of the Voting Interests in attendance at any meeting having a quorum (as determined in accordance with the Bylaws).

3. The membership shall be entitled to elect the Board as provided in Article IX of these Articles.

4. Notwithstanding any other provisions of these Articles, on matters which require voting by the Members, if the question is one upon which, by express provisions of the Act or the Condominium Documents (provided the express provisions of the Condominium Documents are in accordance with the requirements of the Act), requires a vote of other than a majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

ARTICLE V TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI INCORPORATOR

The name and address of the Incorporator of these Articles is as follows: Douglas P. Johnson, Esq., 2924 Davie Road, Suite 202, Davie, Florida 33314.

ARTICLE VII OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as it deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board following the "Annual Members' Meeting" (as described in Section 4.1 of the Bylaws); provided, however, such officers may be removed by such Board and other

persons may be elected by the Board as such officers in the manner provided in the Bylaws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board areas follows:

President:	Douglas P. Johnson
Vice President:	Dina Johnson
Secretary:	Dina Johnson
Treasurer:	Dina Johnson

ARTICLE IX BOARD

A. The number of Directors on the first Board ("First Board"), the "Initial Elected Board" (as hereinafter defined) and all Boards elected prior to the "Majority Election Meeting" (as hereinafter defined) shall be three (3). Beginning with the Majority Election Meeting. There will always be an odd number of Directors. The number of Directors elected by the Members at and subsequent to the Majority Election Meeting shall be as provided in Paragraph L of this Article IX.

B. The names and addresses of the persons who are to serve as the First Board are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Douglas P. Johnson	2924 Davie Road, Suite 202 Davie, Florida 33301
Dina Johnson	2924 Davie Road, Suite 202 Davie, Florida 33301
Sherry Furness	2924 Davie Road, Suite 202 Davie, Florida 33301

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided. Developer reserves the right to remove any Director from the First Board and the right to remove any Director designated by Developer in accordance with these Articles.

C. Upon the conveyance by Developer to Unit Owners other than Developer ("Purchaser Members") of fifteen percent (15%) or more of the Units in Citrus Exchange and Lofts Condominium created (as evidenced by the recordation of deeds), contemplated in the Declaration the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which

election shall take place at the Initial Election Meeting. Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board" and shall succeed the First Board upon their election and qualification. Subject to the provisions of Paragraph IX. D below, the Initial Elected Board shall serve until the next Annual Members' Meeting, whereupon, the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and 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. Developer reserves the right, until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board, to designate successor Directors to fill any vacancies caused by the resignation or removal of Directors designated by Developer pursuant to this Paragraph IX. C.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of certain events.

1. Purchaser Members other than the Developer are entitled to elect not less than a majority of the Board upon the happening of the following, whichever shall first occur (reciting the provisions of Sections 718.301[11 [a]-[e] of the Act, as required by Rule 61B-17.0012, F.A.C.):

(a) Three (3) years after fifty percent (50%) of the "Total Units" (as hereinafter defined) have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) of the Total Units have been conveyed to purchasers;

(c) When all the Total Units 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;

(d) When some of the Total Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(e) Seven (7) years after the recordation of the Declaration or, in the case of a condominium association which may ultimately operate more than one (1) condominium, seven (7) years after recordation of the Declaration for the first condominium it operates, or in the case of a condominium association operating a phase condominium created pursuant to Section 718.403 of the Act, seven (7) years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in a Citrus Exchange and Lofts Condominium. 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 a majority of the members of the Board.

The term "Total Units" means the number of Units contemplated for all of the Citrus Exchange and Lofts Condominiums.

2. Notwithstanding the above Article IX. D(1), Developer shall have the right to at anytime, upon written notice to the Association, relinquish its right to designate a majority of the Board.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a meeting of the membership to be called by the Board for such purpose ("Majority Election Meeting").

F. At the first Annual Members' Meeting held after the Majority Election Meeting, a "staggered" term of office of the Board shall be created as follows (as to those Directors elected by the Purchaser Members only):

1. a number equal to fifty percent (50%) of the total number of Directors rounded to the next whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2)-year term will be the Directors receiving the most votes at the meeting; and

2. the remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

G. The Board shall continue to be elected by the Members subject to Developer's right to appoint a member or members to the Board as specified in the Act at each subsequent Annual Members' Meeting, until Developer is no longer entitled to appoint a member to the Board.

H. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within seventy-five (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 the election shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least sixty (60) days' notice of such election. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors designated by Developer.

I. Developer shall cause all of its designated Directors to resign when Developer no longer holds at least five percent (5%) of the Total Units in a Citrus Exchange and Lofts Condominium for sale in the ordinary course of business. In addition, 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 herein referred to as the "Developer's Resignation Event." Upon the Developer's Resignation Event, the Directors elected by Members shall elect successor Directors to fill the vacancies caused by the resignation or removal of the Developer's designated Directors. These successor Directors shall serve until the next Annual Members' Meeting and until their successors are elected and qualified; provided, however, nothing herein contained shall be deemed to waive any right to representation on the Board which Developer may have pursuant to the Act. Developer specifically reserves the right to assert any right to representation on the Board it may have pursuant to the Act, notwithstanding that the Developer's Resignation Event may have previously occurred.

J. At each Annual Members' Meeting held subsequent to the year in which the Majority

Election Meeting occurs, the number of Directors to be elected shall be determined by the Board from time to time, but there shall not be less than three (3) Directors.

K. The following provisions shall govern the right of each Director to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Director.
2. All of the Directors of the Board shall vote thereon as one (1) body, without distinction as to class, on matters which pertain to the Association, the Association Property, if any, or all of the Citrus Exchange and Lofts Condominiums.
3. In the determination of whether a quorum exists or whether the Board has duly acted with respect to any matter: which are voted on by the Board as a whole, such determination shall be made with respect to the number of all of the Directors.

ARTICLE X POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board in accordance with the provisions of Chapter 617 of the Florida Statutes, the Act and the Condominium Documents, where applicable, and shall include, but not be limited to, the following:

- A. Making and collecting Assessments against Members to defray the costs of the Common Expenses and, if applicable, the Association Expenses, and collecting that portion of the Common Expenses and, if applicable, the Association Expenses, attributable to Unit Owners in each Condominium as determined in accordance with the Condominium Documents.
- B. Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.
- C. Maintaining, repairing and operating the improvements within the Citrus Exchange and Lofts Condominium(s) and the Association Property, if any.
- D. Reconstructing improvements after casualties and losses and making further authorized improvements within the Citrus Exchange and Lofts Condominium(s) and the Association Property, if any.
- E. Making and amending rules and regulations with respect to the Citrus Exchange and Lofts Condominium(s) and for the Association Property, if any.
- F. Enforcing by legal means the provisions of the Condominium Documents.
- G. Contracting for the management and maintenance of the Condominium Property and the Association Property, if any, and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records and enforcement of rules, and maintenance, repair and replacement of improvements or portions thereof for which the Association has such responsibility and other services with funds that shall be made available by the Association for such

purposes and terminating such contracts and authorizations. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act including, but not limited to, the making of Assessments, promulgation of rules and regulations and execution of contracts on behalf of the Association.

H. Purchasing and carrying insurance for the protection of Members and the Association against casualty and liability in accordance with the Act and the Condominium Documents and to allocate the premiums therefor in accordance with the Condominium Documents.

I. Paying costs of all power, water, sewer and other utility services rendered to the Condominium Property of any Condominium, or the Association Property, if any, and not billed directly to Unit Owners or assessed against Units.

J. Hiring and retaining such employees as are necessary to administer and carry out the services required for the proper administration and purposes of the Association and paying all salaries therefor.

K. Engaging in mandatory non binding arbitration as provided for in Section 718.112(2)(k)3 of the Act for the settlement of disputes as provided for in Section 718.1255 of the Act. The provisions of Sections 718.112(2)(k)3 and 718.1255 are incorporated by reference herein.

L. Preparing a question and answer sheet, if and as required by the Act and the rules promulgated in the Florida Administrative Code by the Division of Florida Land Sales, Condominiums and Mobile Homes, and updating the question and answer sheet at least annually.

M. Maintaining an adequate number of copies of the Condominium Documents, as well as the question and answer sheet referred to in Paragraph X. M. above, on the Condominium Property to ensure their availability to Unit Owners and prospective purchasers. The Association may charge its actual costs for preparing and furnishing the foregoing to those requesting same.

N. Ensuring that the following contracts shall be in writing:

1. Any contract for the purchase, lease or renting of materials or equipment which is not to be fully performed within one (1) year from the date of execution of the contract; and

2. Any contract, regardless of term, for the provision of services, other than contracts with employees of the Association, and contracts for attorneys and accountant services, and any other service contracts exempted from the foregoing requirement by the Act or rules set forth in the Florida Administrative Code as they relate to condominiums, as the Act and such rules may be amended from time to time.

O. Obtaining competitive bids for materials, equipment and services where required by the Act and rules set forth in the Florida Administrative Code as they relate to condominiums.

P. Approving or disapproving proposed purchasers of Units, by sale, gift, devise, inheritance or otherwise, and approving or disapproving of proposed lessees of Units in accordance with any existing or

future provisions set forth in the Condominium Documents and the Act and collecting the highest fee allowed therefor by the Act.

Q. All other powers and duties reasonably necessary to operate and maintain Condominium(s) administered by the Association in compliance with the Condominium Documents and the Act.

ARTICLE XI INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or they may become involved by reason of his or their being or having been a Director(s) or officer(s) of the Association. The foregoing provisions for indemnification shall apply whether or not he or they is or are a Director(s) or officer(s) at the time such expenses and/or liabilities are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Association. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law. The indemnification hereby afforded to Directors and officers shall also extend to any entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to, Developer.

ARTICLE XII BYLAWS

The Bylaws shall be adopted by the First Board and thereafter may be altered, amended or rescinded by the affirmative vote of not less than a majority of the Members present at an Annual Members' Meeting or special meeting of the membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. In the event of a conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records, these Articles may be amended by an instrument in writing signed by the President (or a Vice President) and the Secretary (or an Assistant Secretary) and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and give the date of adoption of the amendment by the Board. A certified copy of each such amendment shall always be attached to any certified copy of these Articles or a certified copy of the Articles as restated to include such amendment(s) and shall be an exhibit to each Declaration upon the recording of each Declaration. This Article XM is intended to comply with Chapter

617, Florida Statutes.

B. After the recording of the first Declaration amongst the Public Records, these Articles may be amended in the following manner:

1. The Board, as a whole, shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members ("Required Notice");

3. At such meeting a vote of the Members, including Developer as to any Units it owns, shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members entitled to vote thereon.

4. An amendment may be adopted by a written statement signed by all Directors and the written consent of Members representing the Voting Interests sufficient to pass the amendment if the vote were to be taken at a meeting where all Members are present and setting forth their intention that an amendment to the Articles be adopted. Where an amendment is passed by written consent in lieu of a meeting, those Members not submitting written consent shall be notified in writing of the passage thereof.

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

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and, after the recordation of a Declaration, recorded amongst the Public Records as an amendment to each Declaration.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, without the prior written consent thereto by Developer, nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of the holder, guarantor or insurer of a first mortgage on any Unit or of any "Institutional Mortgagee" (as defined in each Declaration) without its prior written consent to the degree this provision is permitted by the Act.

ARTICLE XIV EMERGENCY POWERS

The following shall apply to the extent not viewed to be in conflict with the Act

A. During any emergency defined in Paragraph XIV. E below or in anticipation of such emergency, the Board may:

1. Modify lines of succession to accommodate the incapacity of any Director, officer, agent or employee of the Association; and

2. Relocate the principal office of the Association or designate alternate principal offices or authorize officers to do so.

B. During any emergency defined in Paragraph XIV. E below:

1. One or more officers of the Association present at a meeting of the Board may be deemed to be Directors for the meeting, in order of rank and within the same order of rank in order of seniority, as necessary to achieve a quorum; and

2. The Director or Directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this Article XIV to further the ordinary affairs of the Association:

1. Binds the Association; and

2. May not be used to impose liability on a Director, officer, employee or agent of the Association.

D. A Director, officer or employee of the Association acting in accordance with any emergency bylaws is only liable for willful misconduct.

E. An emergency exists for the purposes of this Article XIV if a quorum of the Directors cannot readily assemble because of a catastrophic event.

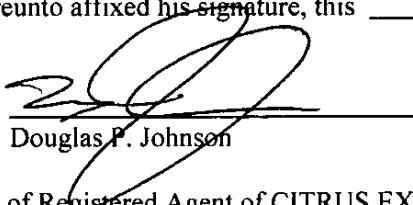
ARTICLE XV SUCCESSOR ENTITIES

In the event of the dissolution of the Association, or any successor entity thereto, the surface water management system and the right of access thereto and the sanitary sewer gravity system shall be transferred to an appropriate governmental agency(ies) or public body(ies), to be maintained for the purposes for which the Association, or a successor thereto, was maintaining such property, in accordance with the terms and provisions under which such property was being held by this Association and such successor. If any such governmental agency or public body does not accept such transfer, then the surface water management system or sanitary sewer gravity system, as applicable, shall be dedicated to a similar non-profit corporation.

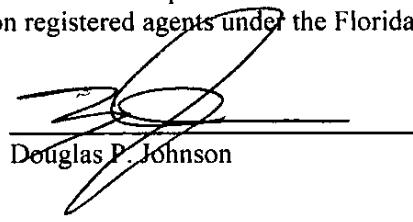
ARTICLE XVI
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 2924 Davie Road, Suite 202, Davie, Florida 33314 and the initial registered agent of the Association at that address shall be Douglas P. Johnson.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this , day of , 200 .


Douglas P. Johnson

The undersigned hereby accepts the designation of Registered Agent of CITRUS EXCHANGE AND LOFTS, Inc. As set forth in Article XV of these Articles of Incorporation and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.

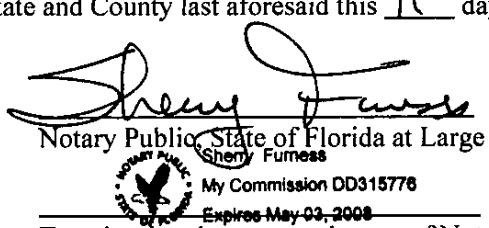

Douglas P. Johnson

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized the State and County named above to take acknowledgments, personally appeared Douglas P. Johnson, to me known to be the person described as the Incorporator in and who executed the foregoing Articles of Incorporation and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or has provided _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 11 day of
June, 2007.

My Commission Expires: May 3, 2008



2007 JUN 15 AM 7:57
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
FILED