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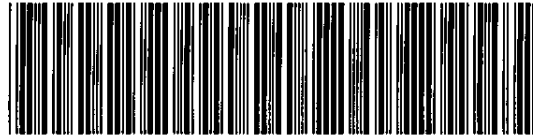
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J. Shivers DEC 15 2008



CORPORATION SERVICE COMPANY

ACCOUNT NO. : 072100000032

REFERENCE : 824069 81217A

AUTHORIZATION : *[Signature]*

COST LIMIT : \$ 78.75

ORDER DATE : December 12, 2008

ORDER TIME : 10:05 AM

ORDER NO. : 824069-005

CUSTOMER NO: 81217A

DOMESTIC FILING

NAME: ALDI OVIEDO COMMERCIAL
ASSOCIATION, INC.

EFFECTIVE DATE:

☒ ARTICLES OF INCORPORATION
☐ CERTIFICATE OF LIMITED PARTNERSHIP
☐ ARTICLES OF ORGANIZATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

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☐ PLAIN STAMPED COPY
☐ CERTIFICATE OF GOOD STANDING

CONTACT PERSON: Doreen Wallace - EXT. 2928

EXAMINER'S INITIALS: _____

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TALLAHASSEE, FL 32301

ARTICLES OF INCORPORATION

OF

ALDI OVIEDO COMMERCIAL ASSOCIATION, INC.

In compliance with Chapter 617, F.S., (Not for Profit)

I. NAME

The name of this corporation shall be ALDI OVIEDO COMMERCIAL ASSOCIATION, INC., sometimes hereinafter referred to as the "Association"

II. PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The Association's principal place of business and mailing address shall be: 2985 Alafaya Trail, Oviedo, Florida 32765.

III. PURPOSES

The general nature, objects, and purposes of the Association are as follows:

- A. To act as the governing association and the managing entity for Aldi Oviedo Condominium (the "Condominium") to be located upon the lands located in Seminole County, Florida described in Exhibit "A" attached hereto. All capitalized terms used in these Articles of Incorporation ("Articles"), if not defined herein, shall have the meanings ascribed to such terms that are contained in the Declaration of Condominium for Aldi Oviedo Condominium (the "Declaration") or Chapter 718, Fla. Stat. or the Bylaws of Aldi Oviedo Commercial Association, Inc. ("Bylaws") and such meanings are incorporated into these Articles of Incorporation by reference as if set forth herein. To the extent that a provision in these Articles conflicts with the Declaration, the Declaration shall govern. These Articles, the Declaration and the Bylaws are collectively referred to as the "Condominium Documents". "Declarants" mean Aldi (Florida) L.L.C., a Florida limited liability company, and Central Florida Animal Hospital, Inc., a Florida corporation, their successors and/or assigns. "Members" mean the members of the Association. The Association shall not be operated for profit and shall make no distributions of income to its Members, directors or officers.
- B. The Association shall have all of the powers, rights and privileges that a corporation organized under the Florida Not For Profit Corporation Act may now or hereafter have or exercise, provided that such powers, rights and privileges do not conflict with the terms of these Articles, the Bylaws, the Declaration and Chapter 718, Fla. Stat.

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And provided further that the Association shall have the powers, rights and privileges reasonably necessary or convenient to operate, maintain and manage the Condominium pursuant to the Declaration and Bylaws, as amended from time to time, other documents or agreements that may exist from time to time pertaining to the Condominium and Chapter 718, Fla. Stat. In addition, the Association shall have the powers and duties hereinafter set forth.

IV. GENERAL POWERS

The general powers that the Association shall have are as follows:

- A. To hold funds solely and exclusively for the benefit and protection of the current and future members of the Association.
- B. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions, and agreements to effectuate the purposes for which the Association is organized.
- C. To delegate power or powers where such is deemed in the interest of the Association.
- D. To manage, maintain and operate the Condominium Property . The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary in its discretion for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or a Unit.
- E. To purchase, lease, hold, sell, mortgage, or otherwise acquire or dispose of any Common Element as provided in the Declaration and applicable law, or any interest in, real or personal property which is part of or associated with the Condominium, except to the extent restricted hereby; to enter into, make, perform, or carry out contracts of every kind with any person, firm, corporation, or other entity, to do any and all acts deemed necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles as amended, and not forbidden by the laws of the State of Florida.
- F. To fix assessments to be levied against the Condominium Property to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves for such expenditures, and to authorize its Board of Administration, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments and to secure the payment of those assessments by enforcing liens against the Units and to secure the payment of those assessments by enforcing liens against the Units as provided by law.

- G. To charge recipients for services rendered by the Association and the user for use of Association property when such is deemed appropriate by the Board of Administration of the Association (as defined below).
- H. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.
- I. To obtain insurance to protect the Association, the Association's property, the Common Elements and the Condominium Property required by the Association pursuant to Sec. 718.111, Fla. Stat. and as provided in the Declaration, and such other insurance as the Association may deem appropriate, including liability insurance for directors, officers and employees.
- J. To enforce the rights of the Association by legal means as provided in Chapter 718, Fla. Stat. and the Condominium Documents.
- K. In general, to have all powers conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein, to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth in these Articles and as permitted by law.

V. MEMBERS

- A. The incorporators constitute the sole Members of this Association until the recording of the Declaration naming the Association as the condominium association. Upon recordation of the Declaration, the Declarants shall own all of the memberships in the Association. Unless otherwise provided in the Condominium Documents, when a Declarant (or subsequent Unit Owner) transfers its interest in a Unit by a recorded deed, the transferee (new Unit Owner) shall automatically become a Member.

VI. VOTING AND ASSESSMENTS

- A. Each Unit is entitled to vote in proportion to its percentage interest in the Condominium as set forth in Exhibit "B" hereto, except as to those matters described in subparagraph B below. When one or more persons holds such interest or interest in any Unit, all such persons shall be Members, and the vote for such Unit shall be exercised as they among themselves determine, and shall be governed as set forth in the Declaration, but in no event shall more than one vote be cast with respect to any Unit.
- B. Decisions related to the following matters require the unanimous consent of both Unit Owners and may not be modified by any Officers or the Board of Administration without that unanimous consent (which shall not be unreasonably

withheld or delayed):

- (i) By act or omission seek to abandon or terminate the Condominium (such act shall also require the agreement of all first lienholders of a Unit).
- (ii) Change the pro rata interest or obligations of any individual Unit for the purpose of (1) levying assessments or charges or allocating distribution of hazard insurance proceeds or condemnation awards, or (2) determining the pro-rata share of ownership of each Unit in the Common Elements.
- (iii) Partition or subdivide any Unit.
- (iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause).
- (v) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion; provided, however, if after repair, replacement or reconstruction of such portion, if there are surplus insurance proceeds, they shall be deposited to the operating account of the Association.
- (vi) Modify or amend the Articles or Bylaws such that either Declarant, or its successor in interest, is not entitled to serve on the Board of Directors of the Association, it being the intent that both Declarants, and their successor in interests, shall at all times be entitled to be members of the Board of Directors of the Association.
- (vii) Agree to the modification of the general location of all buildings, driveways and the monument signage so as to adversely affect either Unit in any manner, including visibility of access from the public road, Alafaya Trail, or the size of signage allowed by either Unit Owner;
- (viii) Modification of the drainage systems, retention ponds or other common element which would adversely affect either Unit;
- (ix) Modification of the Parking Plan so that either Unit would not contain sufficient spaces to serve its own Unit as required by law;
- (x) Expenditure of sums for capital improvements which exceed \$20,000.00 in any single expense or in total, annually (provided, however, if a Unit Owner

desires to proceed with a capital improvement in excess of \$20,000 despite the other Unit Owner not agreeing to such capital improvement, the Unit Owner desiring to conduct such capital improvement may proceed with the capital improvement (unless otherwise prohibited by this Declaration) at such Unit Owner's sole cost and expense); or

- (xi) Modification of any easement right granted to the Association or to any Unit Owner under this Declaration.

- B. The Association will obtain funds with which to operate by assessing its Members in accordance with the provisions of the Condominium Documents.

VII. BOARD OF ADMINISTRATION

- A. The affairs of the Association shall be managed by a Board of Administration and consisting of at least three (3) Directors. At the first annual election to the Board of Administration the term of office of the elected Director receiving (i) the highest plurality vote shall be established at three (3) years, (ii) the second highest plurality of votes shall be established at two (2) years, and (iii) the third highest at one (1) year, with determination by coin toss in the event of a tie. Thereafter, as many directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for three (3) years expiring at the third annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by affirmative vote of a majority of the members of the Association. Vacancies on the Board for which there remains a portion of an unexpired term shall be filled according to the procedure set forth in these Articles or in the By-Laws. Any person seeking election to the Board, shall certify in writing that he or she has read and understands to the best of his or her ability the governing documents of the Association, the provisions of Chapter 718, Fla. Stat. and any applicable rules governing the Association. Notwithstanding anything to the contrary herein, Unit 1 may elect two (2) Directors and Unit 2 may elect one (1) Director.

- B. The names of the members of the first Board of Administration who shall hold office until their successors are elected, appointed and have qualified, are as follows:

Director (Chairman): JASON POVLUCK

Director (Vice-Chairman): ROBERT MOJA

Director: ADAM KASTL

VIII. OFFICERS

- A. The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create (collectively, "Officers"). Any two (2) or more offices may be held by the same person. Directors may serve as officers and the president shall be a director. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the By-Laws. The names of the officers who are to manage the affairs of the Association until the first annual meeting of the members and until their successors are duly elected and qualified are:

President: JASON POVLUCK

Vice President: ROBERT MOJA

Treasurer: JASON POVLUCK

Secretary: ROBERT MOJA

IX. CORPORATE EXISTENCE

The Association shall have perpetual existence.

X. BY-LAWS

The Board of Administration shall adopt By-Laws consistent with these Articles, as amended, and may alter, amend, or rescind one or more By-Laws in the manner provided in the By-Laws or these Articles.

XI. AMENDMENT TO ARTICLES OF INCORPORATION

These Articles may be altered, amended, or repealed by an affirmative vote of not less than the owners of two-thirds (2/3) of the Condominium Property. No amendment, alteration, or repeal shall limit or diminish any right of any Mortgagee without the express written consent of such party.

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS

- A. To the extent allowed by law, the Association hereby agrees to indemnify, defend and hold harmless any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative, or investigative (other than one by or in the right of the Association to procure a judgment in its favor) brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his or her capacity of Director or Officer of the Association, or in his or her capacity as Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he or she served at the request of the Association, against judgments, fines, amounts paid in settlement, and reasonable expenses, including attorney's fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith with the care an ordinary prudent person in a like position would exercise under similar circumstances and in a manner he or she reasonably believes to be in the best interests of the Association, and in criminal actions or proceedings, without reasonable belief that such action was unlawful. An officer, director, or agent shall be liable for monetary damages as provided in § 617.0834 Fla. Stat. if such officer, director, or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in § 617.0834 Fla. Stat.; constitutes a transaction from which the officer or director derived an improper personal benefit, either directly or indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

- B. To the extent allowed by law, the Association hereby agrees to indemnify, defend and hold harmless any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of a person being or having been a Director or Officer of the Association, or by reason of him or her being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust, or other enterprise which he or she served at the request of the Association, against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification under this Subsection B in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his or her duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative board before such action, suit or proceeding is held shall determine upon application that, despite the adjudication or liability but in view of all circumstances of the case, such person is fairly and reasonable entitled to indemnification for such expenses which such tribunal shall deem proper.
- C. Notwithstanding the foregoing, an officer, director or agent shall be liable for

monetary damages as provided in Sec. 617.0834 Fla. Stat. if such officer, director or agent breached or failed to perform his or her duties and the breach of, or failure to perform, his or her duties constitutes a violation of criminal law as provided in Sec. 617.0834 Fla. Stat., constitutes a transaction from which the officer or director derived an improper personal benefit, either directly or indirectly; or constitutes recklessness or an act or omission that was in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

- D. Subject to the findings and/or orders of a court of governmental body of competent jurisdiction or as otherwise provided in this Section XII, the Board of Administration shall determine whether the amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he or she had no reasonable ground for belief that such action was unlawful. The Board of Administration shall make such determination by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.
- B. The foregoing rights and duties of indemnification shall not be deemed to limit in any way, the powers and duties of the Association to indemnify under applicable law.

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

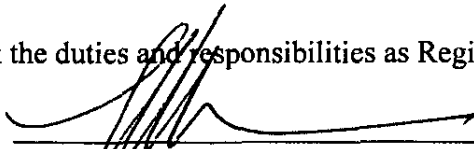
- A. No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are Directors or Officers, have a financial interest, shall be invalid, void or voidable solely because the Director or Officer is present at or participates in the meeting of the Board of Administration or Committee thereof which authorized the contract, or transaction, or solely because his/her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he/she is or may be interested in any such contract or transaction.
- B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Administration or of a committee which authorized the contract or transaction.

XIV. REGISTERED AGENT

The initial registered agent shall be MARGARET A. WHARTON, whose address is: 456 s. Central Avenue, Oviedo, Florida 32765.

ACKNOWLEDGMENT AND ACCEPTANCE BY REGISTERED AGENT:

I am familiar with and hereby accept the duties and responsibilities as Registered Agent.

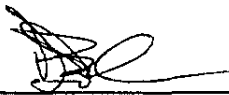


MARGARET A. WHARTON
Registered Agent

IN WITNESS WHEREOF, the undersigned incorporators have hereto set our hands and seals on the dates provided below.

Aldi (Florida), L.L.C.
A Florida limited liability company

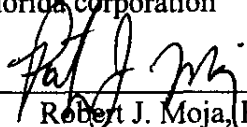
By: Aldi, Inc. (Pennsylvania)
A Pennsylvania corporation
Sole Member

By: 

David Behm, Vice President
200 Depot Way
Haines City, FL 33844

Executed on December 9, 2008.

Central Florida Animal Hospital, Inc.
A Florida corporation

By: 

Robert J. Moja, President

2985 Alafaya Trail
Oviedo, Florida 32765

Executed on December 11, 2008.

EXHIBIT "A"

LEGAL DESCRIPTION (OVERALL)

TRACT A, ALBERTSON'S SHOPPING CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 71 THROUGH 75, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN S89°50'16"W, ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 50.00 FEET; THENCE N00°15'28"W, ON A LINE 50.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 100.00 FEET; THENCE S89°50'16"W, ALONG THE SOUTH LINE OF THE NORTH 100.00 FEET OF THE SOUTH 200.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 5.22 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 434 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4125, PAGE 1682, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE CONTINUE S89°50'16"W, ALONG THE SOUTH LINE OF THE NORTH 100.00 FEET OF THE SOUTH 200.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 938.48 FEET; THENCE N00°08'34"W, ALONG THE WEST LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22, A DISTANCE OF 117.75 FEET TO THE SOUTHWEST CORNER OF LOT 1, ALBERTSON'S SHOPPING CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 45, PAGES 71 THROUGH 75, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTHERLY AND EASTERLY LINES OF SAID LOT 1 AND LOT 5 OF SAID ALBERTSON'S SHOPPING CENTER, THE FOLLOWING 7 COURSES; N89°50'16"E, A DISTANCE OF 369.77 FEET; THENCE N00°15'40"W, A DISTANCE OF 105.25 FEET; THENCE N89°50'16"E, A DISTANCE OF 225.00 FEET; THENCE N00°15'28"W, A DISTANCE OF 0.70 FEET; THENCE N89°50'16"E, A DISTANCE OF 233.70 FEET; THENCE N00°15'28"W, A DISTANCE OF 26.30 FEET; THENCE N89°50'16"E, A DISTANCE OF 108.31 FEET TO THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 434 AS DESCRIBED IN OFFICIAL RECORDS BOOK 4487, PAGE 214, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE S00°49'47"E, ALONG SAID WEST RIGHT OF WAY LINE OF STATE ROAD NO. 434, A DISTANCE OF 75.00 FEET; THENCE CONTINUE ALONG THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 434, AS DESCRIBED IN OFFICIAL RECORDS BOOK 4056, PAGE 403 AND OFFICIAL RECORDS BOOK 4125, PAGE 1682, BOTH AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, S00°29'32"E, A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

| <u>Unit</u> | <u>Percentage Interest</u> |
|--------------------|-----------------------------------|
| 1 | 75.72% |
| 2 | 24.28% |

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