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FLORIDA PROFIT/NON PROFIT CORPORATION
THE GREENS AT TUSCAWILLA HOMEOWNERS ASSOCIATION, INC

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**ARTICLES OF INCORPORATION
OF
THE GREENS AT TUSCAWILLA HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617 and Chapter 720 (the "Act") of the Florida Statutes, the undersigned, all of whom are residents of the State of Florida and all of whom are of full age and otherwise legally competent to execute these presents, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

**ARTICLE I
NAME**

The name of the corporation shall be **The Greens At Tusawilla Homeowners Association, Inc.**, hereinafter referred to as the "Association".

**ARTICLE II
OFFICE**

The principal office of the Association shall be 450 North Wymore Rd, Winter Park, Florida 32789, or such other address as from time to time may be determined by the Board of Directors.

**ARTICLE III
REGISTERED AGENT**

The initial Registered Agent of this Association shall be W&P Services, Inc., 450 North Wymore Rd., Winter Park, Florida 32789.

**ARTICLE IV
PURPOSES AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for the maintenance, preservation, and architectural control of the residential Lots, Units and Common Area, of that certain tract of property located and situated in Seminole County, Florida, and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein, and to promote the health, safety and welfare of the residents of said property and any such additions thereto as may hereafter be brought within the jurisdiction of the Association for these purposes and the Association shall also have the power to:

a. Exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration", applicable to the said property, and

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to be recorded in the Public Records of Seminole County, Florida, and as the same may be amended from time to time as provided therein; said Declaration, and all defined terms therein, are hereby incorporated herein as if set forth verbatim;

b. Fix, levy, collect and enforce the payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration and to pay all expenses in connection therewith and all office or other expenses incident to the conduct of the business of the Association; including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

c. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of property, whether real or personal, in connection with the affairs of the Association;

d. Borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

e. Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

f. Grant permits, licenses or easements over the Common Area for utilities, roads and all other purposes reasonably necessary, useful or convenient for the use and enjoyment of said areas by the residents of the Lots and Units of THE GREENS AT TUSCAWILLA development and for the proper maintenance and operation of the project;

g. Make reasonable entry upon any Lot or Unit of the property in order to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of THE GREENS AT TUSCAWILLA development;

h. Establish, in accord with the applicable provisions of the Act, and maintain adequate reserve funds for the maintenance, repair and replacement of improvements to the Common Area; said reserve funds being established and maintained from the regular assessments for common expenses;

i. Make available for inspection during normal business hours and under such other reasonable rules and conditions as the Association may adopt, in writing, concerning the frequency, time, location, notice, records to be inspected and the manner of inspections, including the right to impose a fee to reimburse the Association the costs of providing copies, within 10 business days following a written request, to Owners or lenders, and to holders, insurers or guarantors or any first mortgage, current copies of all of the "Official Records" of the

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Association required to be kept by the Act, including but not limited to, the Declaration, these Articles of Incorporation, the By-Laws of the Association, all rules and regulations concerning THE GREENS AT TUSCAWILLA development, and the books, records and financial statements of the Association;

j. Prepare, each year, distribute to each Member, and make available upon written request to any holder of a first mortgage upon the Units of the development, a financial statement of the Association for the immediately preceding fiscal year;

k. Contract, on behalf of the Members, with other persons or entities for any service or purpose, necessary or appropriate to the affairs of the Association, provided, however, that in each such contract there shall be a provision which will grant to the Association, the right to terminate such contract, without penalty, at any time after transfer of the control of the Association from the Declarant to the Association, upon not more than ninety (90) days notice to the other party;

l. Provide, upon a written request identifying the name and address of the holder, insurer or guarantor and identifying the Lot or Unit number or address, to any mortgage holder, insurer or grantor of such mortgage, written notice of:

i. Any condemnation or casualty loss that affects either a material portion of the development or the Unit securing any such mortgage;

ii. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which said holder, insurer or grantor holds the mortgage;

iii. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

iv. Any proposed Association action that requires the consent of a specified percentage of mortgage holders.

m. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members;

n. Contract from time to time with one or more persons or entities for the purpose of providing professional management of the Association and delegate, to the party with whom such contract has been entered into, the powers and duties of the Association, excepting those powers that require the specific approval of the Board of Directors or Members;

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o. At any time after transfer of the control of the Association from the Declarant to the Association, the Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Members concerning matters of interest to the Members.

p. Operate and maintain the surface water management system serving THE GREENS AT TUSCAWILLA development.

q. Make, adopt, promulgate and enforce, reasonable rules and regulations governing the conduct of the Association, the actions of the Members, the use and enjoyment of the Common Areas, and all other matters being reasonable or appropriate by the Board of Directors of the Association, provided that such rules and regulations are reasonable and are adopted and enforced in accordance with applicable law.

r. Otherwise have and exercise any and all powers, rights and privileges that a corporation organized under the Corporations Not-For-Profit Laws of the State of Florida may now or hereafter have or exercise pursuant to said laws and pursuant to Chapters 617 and 720 of the Florida Statutes, as amended from time to time.

ARTICLE V **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided interest in any Lot or Unit that is subject to the Declaration shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to, and may not be separated from, the ownership of any Lot or Unit that is subject to the Declaration. As set forth in the Declaration, there shall be two Classes of Members. Class A Members shall be all those Owners, as defined in Section 1, of "Units", with the exception of the Declarant. The Class B Member shall be the Declarant.

ARTICLE VI **VOTING RIGHTS**

Section 1. Membership. Members shall be all Owners, as defined in Article V hereof, and each Member shall be entitled to cast votes as provided in the Declaration. The vote of each Member shall be exercised as such Member determines and by the person authorized and designated by the Member, but in no event shall more than one (1) vote be cast by any Member, other than the Declarant, with respect to any Lot or Unit. A Member who owns more than one Lot or Unit shall be permitted a separate vote for each such Lot or Unit.

Section 2. Meetings of Members. The By-Laws of the Association shall provide for an annual meeting of Members and may make provisions for regular or special meetings of Members other than the annual meeting.

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ARTICLE VII
CORPORATE EXISTENCE

The Association shall have perpetual existence.

ARTICLE VIII
BOARD OF DIRECTORS

Section 1. Management by Directors. The property, business and affairs of the Association shall be managed by a Board of Directors who shall have, possess and exercise all powers granted to the Association by the Act, these Articles, the By-Laws of the Association or the Declaration, except those powers expressly reserved to the Members. The Board of Directors shall consist of not less than three (3) persons, nor more than seven (7) persons, and shall have such number of Directors as the Board of Directors shall from time to time determine, or as specified in the Bylaws. A majority of the Directors in office shall constitute a quorum for the transaction of all business. The By-Laws shall provide for meetings of Directors, including an annual meeting.

Section 2. Election of Members of Board of Directors. Except for the first Board of Directors appointed by the Declarant, as provided below, Directors shall be elected as provided by the By-Laws of the Association (including the method of voting in the election) and the By-Laws may provide for removal of Directors from office. Excepting only Directors appointed by the Declarant, all Directors must be voting Members of the Association in good standing who reside at THE GREENS AT TUSCAWILLA at least nine (9) months of every year. The initial Board of Directors shall be as follows:

Daniel S. Thall	c/o W&P Services, Inc. 450 North Wymore Rd. Winter Park, Florida 32789
George L. Haycs III	c/o The Hayes Law Group 4701 Central Ave. Suite A St. Petersburg, Florida 33713
Dawn Bachan-Muckunlall	c/o W&P Services, Inc. 450 North Wymore Rd. Winter Park, Florida 32789

Section 3. Duration of Office. In order to provide for a continuity of experience, a system of staggered terms shall be established by the Members at the first annual meeting following the transfer of the control of the Association from the Declarant to the Association. One half of the Directors elected by the Members at the first election by the Members after

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turnover shall be elected for a term of one (1) year, and the remaining Director(s) shall be elected for a term of two (2) years. The number of serving directors shall be divided into two groups (or as close as possible to equal groups) so that one half of said directors are elected every two (2) years, for two-year terms. Thereafter, after the initial 1-year term necessary to establish the turnover program, all Directors shall be elected for terms of two (2) years, or in the case of a vacancy, the unexpired term. The term for each Director's service shall extend until the annual meeting two (2) years later and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner provided in the By-Laws.

Section 4. Vacancies. If a Director, appointed by the Declarant, shall, for any reason cease to be a Director, the Declarant shall appoint a successor. If a Director, elected by the general membership, shall for any reason cease to be a Director, the remaining Directors shall elect a successor to fill the vacancy created thereby for the balance of the unexpired term.

ARTICLE IX OFFICERS

Section 1. Officers Provided For. The Association shall have a President, a Secretary, a Treasurer, and such other officers as the Board of Directors may from time to time elect.

Section 2. Election and Appointment of Officers. The officers of the Association, in accordance with any applicable provision of the By-Laws, shall be elected by the Board of Directors for terms of one (1) year, which shall be deemed automatically renewed for successive 1-year terms, until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies and for the duties of the officers. The President shall hold no other office, other than a Directorship, during his presidency. If the office of President shall become vacant for any reasons, or if the President shall be unable or unavailable to act, the Vice President (if named) shall automatically succeed to the office of President and shall perform that office's duties and exercise its powers. If there is no Vice President named, the Board of Directors shall immediately name a replacement President. If any office other than that of President shall become vacant for any reason, the Board of Directors may elect or appoint a qualified individual to fill such vacancy.

Section 3. First Officers. The names and addresses of the first officers of the Association, who shall hold office until the first annual meeting of Directors and thereafter until successors are duly elected and have taken office, shall be as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Daniel S. Thall	450 North Wymore Rd Winter Park, Florida 32789
Secretary	Dawn Bachan-Muckunlall	450 North Wymore Rd Winter Park, Florida 32789

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Treasurer Linda G.T. Parks 203 Lookout Place
Suite A
Maitland, FL 32751

ARTICLE X
BY-LAWS

At the first meeting, the Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation the Declaration and applicable Florida law. Such By-Laws may be altered, amended or repealed by the Board or the membership in the manner set forth in the By-Laws.

ARTICLE XI
AMENDMENTS

Section 1. Method. Amendments to these Articles of Incorporation shall be proposed and approved by the Board of Directors and thereafter submitted to a meeting of the membership of the Association for adoption or rejection. Amendments to these Articles shall require the assent of two-thirds (2/3) of all classes of the voting Members.

Section 2. Conflicts. In case of any conflict between these Articles of Incorporation and the By-Laws, these Articles shall control, and in case of any conflict between these Articles of Incorporation and the said Declaration, the said Declaration shall control.

ARTICLE XII
SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are:

<u>Name</u>	<u>Address</u>
David A. Webster	450 North Wymore Rd Winter Park, Florida 32789

ARTICLE XIII
DISSOLUTION

The Association may be dissolved, consistent with the applicable provisions of the Florida Statutes, upon petition given in writing and signed by, and having the assent of, not less than seventy-five (75%) percent of each class of Members. Upon dissolution of the Association, other than incident to a merger of consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this

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Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust of other organization to be devoted to such similar purposes.

ARTICLE XIV
INDEMNIFICATION

The Association shall indemnify any person who is made a party or is threatened to be made a party to any claim, suit, proceeding or liability by reason of the fact that he or she is or was a Director or officer of the Association, to the fullest extent permitted by law, and the Association may advance expenses to any such person to the fullest extent permitted by law. The Association shall also have the power to purchase and maintain insurance and fidelity bond coverage for, or on behalf of, any person who is or was a Director, officer, agent, employee or representative of the Association.

The Incorporator has affixed his signature the day and year set forth below.


David A. Webster

Address: 450 North Wymore Rd
Winter Park, Florida 32789

Dated: 16 February 2012

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SECRETARY OF STATE

**CERTIFICATE DESIGNATING REGISTERED OFFICE AND REGISTERED
AGENT FOR THE SERVICE OF PROCESS WITHIN FLORIDA**

Having been named as registered agent to accept service of process for the above named Florida Not-For-Profit corporation, at the place designated in this certificate, I, on behalf of W&P Services, Inc., as its president, hereby agree to accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

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DATED this 16th day of February 2012.

W&P Services, Inc., a Florida corporation

By: 
David A. Webster, President

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EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

The land referred to herein below is situated in the County of Seminole, State of Florida, and described as follows:

PARCEL 1: THAT PART OF LOTS 5, 6, 7 AND 8, THE EAST PART OF PHILIP R. YONGE GRANT, SOUTH PART, AS RECORDED IN PLAT BOOK 1, PAGE 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF TRACT "C", ARROWHEAD AT TUSCAWILLA-UNIT 2, RECORDED IN PLAT BOOK 48, PAGES 52, 53 AND 54, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°58'36" EAST, 50.00 FEET ALONG THE NORTH LINE OF SAID TRACT "C" ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WINTER SPRINGS BOULEVARD RECORDED IN O. R. BOOK 1057, PAGES 1642, 1643 AND 1644, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE LEAVING SAID ARROWHEAD AT TUSCAWILLA-UNIT 2 RUN SOUTH 89°58'36" EAST, 986.19 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WINTER SPRINGS BOULEVARD FOR A POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°58'36" EAST, 299.33 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2292.44 FEET, THENCE RUN EASTERLY 656.03 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°23'47" TO THE MOST NORTHERLY CORNER OF LOT 38, CHELSEA PARC AT TUSCAWILLA PHASE II, RECORDED IN PLAT BOOK 46, PAGES 64 AND 65, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LEAVING THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WINTER SPRINGS BOULEVARD RUN ALONG THE WESTERLY BOUNDARY OF SAID CHELSEA PARC AT TUSCAWILLA PHASE II THROUGH THE FOLLOWING COURSES AND DISTANCES: SOUTH 29°47'02" WEST, 14.78 FEET; THENCE SOUTH 17°37'28" EAST, 70.78 FEET; THENCE SOUTH 36°07'55" WEST, 67.49 FEET; THENCE NORTH 78°26'55" WEST, 72.69 FEET; THENCE SOUTH 51°59'49" WEST, 77.50 FEET; THENCE SOUTH 22°25'15" WEST, 148.00 FEET TO THE MOST WESTERLY CORNER OF LOT 44 OF SAID CHELSEA PARC AT TUSCAWILLA PHASE II, SAID MOST WESTERLY CORNER OF LOT 44 ALSO BEING THE MOST NORTHERLY CORNER OF LOT 13, CHELSEA PARC AT TUSCAWILLA PHASE I, RECORDED IN PLAT BOOK 45, PAGES 82 AND 83, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE RUN SOUTH 22°25'15" WEST, 128.24 FEET ALONG THE WESTERLY LINES OF LOTS 11, 12 AND 13 OF SAID CHELSEA PARC AT TUSCAWILLA PHASE I TO THE MOST WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 01°02'05" EAST, 20.29 FEET ALONG THE WESTERLY LINE OF SAID LOT 11 TO THE MOST WESTERLY CORNER OF LOT 60 OF FOX GLEN AT CHELSEA PARC, TUSCAWILLA, RECORDED IN PLAT BOOK 49, PAGES 78, 79, 80, 81 AND 82, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 01°02'05" EAST, 94.59 FEET ALONG THE WESTERLY LINE OF

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LOT 60 AND THE WESTERLY LINE OF TRACT "A" OF SAID FOX GLEN AT CHELSEA PARC, TUSCAWILLA, TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 55.84 FEET; THENCE SOUTHEASTERLY 62.53 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 64°09'40"; THENCE LEAVING SAID CURVE AND ALSO LEAVING SAID FOX GLEN AT CHELSEA PARC, TUSCAWILLA, RUN NORTH 87°21'25" WEST, 559.92 FEET; THENCE NORTH 02°38'35" EAST, 185.64 FEET; THENCE NORTH 50°00'54" EAST, 63.59 FEET; THENCE NORTH 18°18'37" WEST, 82.90 FEET; THENCE NORTH 55°39'46" WEST, 51.73 FEET; THENCE NORTH 00°26'08" EAST, 132.88 FEET; THENCE NORTH 89°26'54" WEST, 156.06 FEET; THENCE NORTH 00°24'59" EAST, 193.69 FEET TO THE SOUTH RIGHT-OF-WAY OF WINTER SPRINGS BOULEVARD AND THE SAID POINT OF BEGINNING.

PARCEL 2: A PORTION OF LOTS 5 AND 8, THE EAST PART OF PHILIP R. YONGE GRANT, SOUTH PART, AS RECORDED IN PLAT BOOK 1, PAGE 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING IN SECTION 7, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT A, FOX GLEN AT CHELSEA PARC, TUSCAWILLA, AS RECORDED IN PLAT BOOK 49, PAGES 79 THROUGH 82, IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID TRACT "A", NORTH 65°11'45" WEST, A DISTANCE OF 70.09 FEET; THENCE DEPARTING THE SOUTH LINE NORTH 87°21'25" WEST, A DISTANCE OF 559.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°55'28" WEST, A DISTANCE OF 136.13 FEET; THENCE SOUTH 23°12'11" WEST, A DISTANCE OF 69.56 FEET; THENCE NORTH 66°47'49" WEST, A DISTANCE OF 151.45 FEET; THENCE NORTH 23°12'11" EAST, A DISTANCE OF 115.99 FEET; THENCE SOUTH 89°44'14" EAST, A DISTANCE OF 75.19 FEET; THENCE NORTH 00°15'46" EAST, A DISTANCE OF 116.55 FEET; THENCE NORTH 61°13'03" EAST, A DISTANCE OF 11.74 FEET; THENCE NORTH 00°24'38" EAST, A DISTANCE OF 183.86 FEET; THENCE SOUTH 89°26'44" EAST, A DISTANCE OF 155.91 FEET; THENCE SOUTH 00°33'43" WEST, A DISTANCE OF 132.61 FEET; THENCE SOUTH 55°39'46" EAST, A DISTANCE OF 51.73 FEET; THENCE SOUTH 18°18'37" EAST, A DISTANCE OF 82.90 FEET; THENCE SOUTH 60°00'54" WEST, A DISTANCE OF 63.59 FEET; THENCE SOUTH 02°38'35" WEST, A DISTANCE OF 185.64 FEET TO THE POINT OF BEGINNING.

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