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FLORIDA PROFIT/NON PROFIT CORPORATION
CREST POINTE TOWNE CENTER ASSOCIATION, INC.

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TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION OF
CREST POINTE TOWNE CENTER ASSOCIATION, INC.**

I. NAME AND ADDRESS

The name of this corporation shall be Crest Pointe Towne Center Association, Inc. (the "Association"). The address of the Association shall be 2001 S.E. Tenth Street, Bentonville, Arkansas 72716-5525, or such other address as the Association may hereafter select.

II. DEFINITIONS

When used herein, the following terms shall have the meanings set forth below:

A. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, together with all modifications and amendments thereto.

B. "Association" shall mean Crest Pointe Towne Center Association, Inc., a Florida non-profit corporation organized under the laws of the State of Florida.

C. "Board" shall mean the duly elected or appointed Board of Directors of the Association.

D. "By-Laws" shall mean the duly adopted By-Laws of the Association, together with all modifications and amendments thereto.

E. "Crest Pointe Towne Center" shall mean all or any portion of the Property.

F. "Declaration" or "ECR" shall mean the Easements with Covenants and Restrictions for Affecting Lands recorded in O.R. Book 22997 Page 957, in the Public Records of Hillsborough County, Florida, and all of the conditions, covenants, restrictions, easements, reservations, assessments, liens, standards and criteria set forth therein or adopted pursuant to the Declaration, together with all modifications and amendments thereto.

G. "Developer" or "Declarant" shall mean Wal-Mart Stores East, LP, a Delaware limited partnership and Red Cast Bloomingdale, LLC, a Florida limited liability company, and their respective successors and assigns, unless the context indicates otherwise.

H. "Director" shall mean a duly elected or appointed member of the Board.

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I. "District" shall mean the Southwest Florida Water Management District.

J. "Environmental Resource Permit" shall mean the Environmental Resource Permit issued by the District for the Crest Point Towne Center and/or the Property.

K. "Member" shall mean any person or entity meeting the criteria and qualifications necessary to become a member of the Association, as set forth in the Declaration and herein.

L. "Owner" shall mean the record owner, and if there is more than one (1) record owner, then all such record owners collectively, of fee simple title to any Parcel as disclosed by the Public Records maintained by the Clerk of the Circuit Court of Hillsborough County, Florida.

M. "Parcel" shall mean any subdivided lot or parcel of land within the Property, whether improved or unimproved.

N. "Person" shall mean any individual, profit or nonprofit corporation, partnership, limited partnership, association, estate, trust or other entity. It shall not include Hillsborough County or any other governmental agencies.

O. "Plat" shall mean any subdivision plat of all or any portion of the Property, which has been or shall be prepared by the Developer and recorded in the Public Records of Hillsborough County, Florida, together with all alterations, additions or changes thereto or any replat of all or any portion of the Property by the Developer or any successor Developer.

P. "Property" shall mean the real property described in Exhibit A.

Q. "Surface Water Management System Facilities" shall include, but are not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, underground lines or pipes, manholes, lakes, headwall, or similar facilities, including all lakes, retention areas, culverts and related appurtenances.

R. "Shopping Center Signage" shall mean the two (2) pylon signs for the Crest Pointe Towne Center as depicted in the Master Signage Plan.

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Capitalized terms used herein that are not defined shall have the meanings given to such term in the ECR.

III. PURPOSES

The general nature, objects and purposes for which the Association has been organized are as follows:

- A. To perform all the functions, duties and obligations contemplated of the Association in the Declaration.
- B. To operate the Association without profit for the benefit of its Members and Owners.
- C. To do, perform or provide any other acts, services or matters whatsoever that are not in conflict with these Articles or the By-Laws and that may be allowed by Chapter 617, Florida Statutes or any successor thereto.
- D. To perform all functions, duties, and obligations associated with the operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.
- E. To perform all functions, duties, and obligations associated with the operation, maintenance, repair and replacement of any portion of the Property owned by the Association, including without limitation, the Common Area Tract and the Shopping Center Signage.

IV. GENERAL POWERS

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

- A. To own and convey real and personal property or interests therein.
- B. To hold funds for the benefit of the Members for purposes set forth in these Articles of Incorporation and in the By-Laws and Declaration.

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C. To promulgate and enforce rules, regulations, by-laws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized and to further the interests of the Owners.

D. To establish procedures and policies relating to the governance and operation of the Association and the Surface Water Management System Facilities, as permitted by the District, including all lakes, retention areas, culverts and related appurtenances, as well as establishing procedures and policies relating to wetland mitigation, maintenance, and monitoring.

E. To enter into contracts with such Persons as the Board deems necessary or appropriate to provide for the administration, operation and/or management of the Association.

F. To delegate power or powers where such is deemed in the interest of the Association.

G. To operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Surface Water Management System Facilities.

H. To enter into, make, perform or carry out contracts and agreements of every kind with any Person to provide for operation and maintenance of the Surface Water Management System Facilities.

I. To operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the improvements in the Common Area Tract ("Common Improvements") and the Shopping Center Signs.

J. To enter into, make, perform or carry out contracts and agreements of every kind with any Person to provide for operation and maintenance of the Common Improvements and the Shopping Center Signs.

K. To fix regular or special assessments to be levied upon the Owners of Parcels and against such Parcels to defray the costs, fees, and capital and non-capital expenditures of the Association and to effectuate the objectives and purposes of the Association, and to fix fines and other charges for the nonpayment of such dues, charges, fees or assessments or for the violation of the Articles of

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Incorporation, By-Laws, or Declaration, and to authorize the Board, at its discretion, to enter into, perform and carry out contracts or agreements with such Persons as are selected by the Board from time to time to provide for the collection of such dues, charges, fees and assessments.

L. To (i) commence actions, suits or proceedings to restrain, prevent, terminate or enjoin any breach or threatened breach of the Declaration, the Articles of Incorporation or By-Laws of the Association, (ii) enforce, by mandatory injunction or otherwise, the provisions of the Declaration or the Articles of Incorporation or By-Laws of the Association, and (iii) to collect any assessment charge or other amount due to the Association from any Owner of property in Crest Pointe Towne Center or any person or entity claiming by or through such Owner.

M. To enter into agreements with Persons to provide the following services on behalf of the Association: legal, accounting, engineering, managerial, appraisal, landscape design and such other services as the Board deems necessary or desirable.

N. To create reserves to provide for the deferred maintenance, renovation, rebuilding, reconstruction, replacement, improvement or alteration of any portion of the Surface Water Management System Facilities and other Common Improvements.

O. To enter upon any Parcel for the purpose of ascertaining whether the Owner thereof is in compliance with the Declaration, these Articles of Incorporation and the By-Laws and to undertake such actions as the Association in its discretion determines is necessary or appropriate to insure full, complete and continuing compliance with the Declaration, these Articles of Incorporation and the By-Laws.

P. To separately charge any Owner of property within Crest Pointe Towne Center when such separate charge is deemed appropriate by the Board and authorized by the Declaration.

Q. To pay taxes, assessments, utilities and other charges, if any, levied or assessed on or against property owned, leased or maintained by the Association.

R. To do any and all acts necessary or expedient for carrying on or accomplishing any and all of the purposes for which the Association has been formed and for effectuating all of the powers and

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objectives set forth in these Articles of Incorporation and in the Declaration which are not forbidden by the laws of the State of Florida.

S. To have, in general, all powers conferred upon a not for profit corporation by the laws of the State of Florida, except, as prohibited herein, which are necessary or convenient to accomplish any of the objects and purposes for which the Association is organized.

T. To perform all functions, duties, and obligations associated with the operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

V. TERM

A. The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar property owners' association or a public agency having a similar purpose.

VI. MEMBERS

A. Each Owner, including the Developer, of fee simple title to a Parcel within Crest Pointe Towne Center shall automatically become a Member of the Association for so long as such ownership continues. Association membership shall be an interest which is appurtenant to fee simple title of a Parcel within the Property and shall not be divisible or transferable separate and apart from ownership of any such Parcel; provided, however, that in the event an Owner of a Parcel executes a ground lease relating to such parcel with any other Person for an initial term of twenty (20) years or more, the Owner and such Person may, upon written notice to the Association, enter into a written agreement pursuant to which the Owner assigns to such Person all or any part of the rights and privileges the Owner is entitled to exercise under these Articles of incorporation or under the Declaration of By-Laws, including the Owner's right to vote. Such assignment of the Owner's rights and privileges shall automatically

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terminate upon the termination of the lease with such Person. In no event shall the assignment of all or any part of the Owner's rights and privileges relieve the Owner of any of the duties or obligations set forth herein or in the Declaration or By-Laws.

B. The voting rights of Members shall be set forth in the By-Laws, and shall provide that each Member shall be entitled to one (1) vote for each acre of the Parcel which is owned by such Member computed as follows:

(1) for each partial acre of the Parcel, if any, which is included within a Parcel, fractional voting corresponding to the fraction of the acre owned by such Member shall be permitted; provided, however, that all such fractions shall be rounded off to the nearest one-tenth of an acre;

(2) in the event title to any Parcel is held in the name of more than one (1) Person, the Owners of such Parcel shall jointly determine the manner in which the vote for such Parcel is to be cast and in no event may the vote relating to any Parcel be split or divided among the persons owning such Parcel and, in no event shall the vote relating to any Parcel be split or divided;

(3) if the Owners of any Parcel cannot agree among themselves as to the manner in which their vote is to be cast on the issue submitted to the Members, then no vote shall be counted in respect to such Parcel in connection with such issue;

(4) in no event shall more than one (1) vote per acre included within a Parcel be cast regardless of the number of Persons which owns such Parcel;

(5) in the event the Owners of any Parcel cannot agree among themselves as to the manner in which their vote is to be cast on the issues submitted to the Members, such Owners shall not be deemed Members for purposes of determining a quorum or majority vote of the Members; and

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(6) Notwithstanding the voting allocations set forth above, or any other provision of these Articles or the By-Laws, for so long as Wal-Mart (or an affiliate of Wal-Mart) is the Owner, or lessee of the Wal-Mart Tract (as defined in the ECR), if Wal-Mart's relative proportional ownership of the aggregate acreage in the Wal-Mart Tract and other parcels combined is fifty percent (50%) or less, Wal-Mart shall be entitled to cast fifty-one percent (51%) of the votes (or seventy-five percent (75%) in the case that a supermajority vote is required) in the Association and may delegate such right to a third-party management company or individual department or division within Wal-Mart. The aforesaid rights shall collectively be referred to as the "Voting Rights".

C. The rights, duties, privileges and obligations of each Member of the Association shall be those set forth herein and in the Declaration and By-Laws, and all such rights, duties, privileges and obligations shall be exercised in accordance with the terms, provisions, covenants, restrictions and conditions set forth herein and in the Declaration and By-Laws of the Association.

D. In the event that the Owner of the Residential Tract is deemed responsible for the management and operation of the Surface Water Management System Facilities or is otherwise required by the District or other governmental agency or authorized to utilize and/or maintain a portion of the Surface Water Management System Facilities, the Owner of the Residential Tract shall become a member of the Association for such limited purposes and shall have one (1) vote and shall provide for one (1) representative to represent the Residential Tract for voting and invoicing purposes

VII. BOARD OF DIRECTORS

A. The affairs of the Association shall be managed and directed by a Board of Directors which shall include at least three (3) Directors and not more than six (6) Directors. Only individuals may serve as Directors. The Board shall consist of an even number of Directors. Subject to the provisions of these Articles of Incorporation, the By-Laws shall provide (i) the manner in which Directors are to be appointed or elected, (ii) the manner in which vacancies on the Board are to be filled, (iii) the manner in

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which Directors may be removed from office, and (iv) that Walmart (as long as Walmart is the Owner or lessee of the Walmart Tract) shall have voting control of the Association. (The aforesaid rights shall collectively be referred to as the "Voting Rights"). Further, so long as Red Cast Bloomingdale, LLC is the Owner of any portion of the Outparcel Tract, Red Cast Bloomingdale, LLC or its designated affiliate shall be responsible for the day to day management of the Association.

B. The names and address of members of the initial Board who, subject to these Articles of Incorporation and the By-Laws of the Association, shall hold office for the first year of the existence of the Association, or until an election is held by the Members for the election of Directors, or until their successors are elected or appointed and have qualified in accordance with the By-Laws, are as follows:

- (1) Director/President:
Romona West, Wal-Mart Director of Realty Management
2001 S.E. Tenth Street
Bentonville, AR 72716-5525
- (2) Director/Vice President:
Jonathan Levy, Manager
Redstone Construction, Inc.
1501 W. Cleveland St., Suite 200
Tampa, FL 33606
- (3) Director/Secretary:
Keri Sims, Wal-Mart Division Manager
2001 S.E. Tenth Street
Bentonville, AR 72716-5525
- (4) Director/Treasurer:
B.A. Glass, Wal-Mart Realty Management
2001 S.E. Tenth Street
Bentonville, AR 72716-5525

VIII. OFFICERS

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 establish. One (1) person may concurrently hold two (2) or more offices. Officers shall be elected by a majority vote of the

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Board in accordance with the procedures set forth in the By-Laws. The By-Laws shall provide the manner in which (i) the duties of each officer are to be determined, (ii) officers are to be appointed or elected, (iii) vacancies in any position are to be filled, and (iv) the manner in which officers may be removed from office.

IX. REGISTERED OFFICE AND REGISTERED AGENT

The name of the Association's registered agent is CT Corporation and the street address of the corporation's registered office is 1200 South Pine Island Road, c/o CT Corporation Systems, Plantation, Florida 33324. The Association shall keep the Department of State and the State of Florida informed of the current city, town, or village and street address of said registered office together with the name of the registered agent.

(Signature of Registered Agent)

X. CORPORATE EXISTENCE

The Association shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida; provided, however, if the Association is dissolved, the control or right of access to the easement areas containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility or, if such conveyance or dedication is not accepted, then the Association's rights, duties, and obligations with respect to the Surface Water Management System Facilities shall be conveyed to a non-profit corporation similar to the Association.

XI. BY-LAWS

A. The Board shall adopt By-Laws consistent with these Articles. The Association reserves to the Board the right to modify amend or rescind the By-Laws from time to time in whole or in part only by a majority vote of the Directors present at any duly called and convened meeting of the Board at

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which a quorum is present. No amendment to the By-Laws shall be adopted that is inconsistent with the terms and conditions of the Declarant without the prior written approval of all Owners.

B. All rights, interests and privileges conferred upon any Member of the Association by these Articles of Incorporation or the By-Laws shall be subject to and subordinate to the reservation set forth above in Paragraph XI.A.

XII. AMENDMENT TO ARTICLES OF INCORPORATION

A. These Articles may be altered, amended or rescinded only, and not otherwise, after a majority of the Directors present at a duly called and convened meeting has adopted a resolution approving the proposed alteration, amendment or rescission, and the proposed alteration, amendment or rescission is submitted to a vote of the Members at either an annual or special meeting and is approved by a majority of the Members present at the duly called and convened meeting at which a quorum of the Members is present. No amendment to these Articles shall be adopted that is inconsistent with the terms and conditions of the Declaration without the prior written approval of all Owners.

B. The rights, interests and privileges conferred upon any Member of the Association by these Articles of Incorporation are subject to the right of the Association to alter, amend or rescind these Articles of Incorporation.

C. Any amendment to any provision of these Articles expressly pertaining to or affecting the Surface Water Management System Facilities, or the operation and maintenance of the Surface Water Management System Facilities, shall have either: (i) the prior written approval of the District; or (ii) District permit modification relating to such change or modification.

XIII. ENFORCEMENT

Notwithstanding any enforcement rights contained in the ECR and against the Members, the District shall have the right to take necessary enforcement measures against the Association, including maintaining a civil action for injunctive and/or other relief, to compel the Association to correct any outstanding non-compliance of the Surface Water Management System Facilities.

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EXHIBIT "A"**WALMART TRACT:**

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE WEST BOUNDARY OF SECTION 6, NORTH 00°14'56" WEST, 53.00 FEET TO A POINT ON THE NORHTERLY RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAP PROJECT NO. 94-126-R; THENCE ALONG SAID RIGHT-OF-WAY, S.89°57'43"E., 299.94 FEET; THENCE DEPARTING THE SAID RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE, N.00°10'40"W., 301.36 FEET; THENCE N.89°36'17"E., 29.67 FEET; THENCE N 00°13'58" W, 632.02 FEET; THENCE S.89°46'31"W., 330.04 FEET TO A POINT ON THE WEST BOUNDARY OF SAID SECTION 6; THENCE N.00°17'34"W., 346.74 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF BUCKHORN SPRINGS MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 49, PAGE 79 OF THE PUBLIC RECORDS OF SAID HILLSBOROUGH COUNTY; THENCE ALONG THE SOUTH BOUNDARY OF SAID BUCKHORN SPRINGS MANOR, ALSO ALONG THE SOUTH BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, SOUTH 89°59'59" EAST, 870.56 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID LINE S.89°59'59"E., 492.76 FEET; THENCE ALONG THE NORTH BOUNDARY OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SOUTH 89°59'55"E, 401.86 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF LITHIA PINECREST ROAD (S.R. NO. 640); THENCE ALONG SAID RIGHT-OF-WAY S.37°49'00"E., 68.45 FEET; THENCE LEAVING SAID LINE S.51°28'16"W., 9.77 FEET; THENCE N.89°56'12"W., 83.03 FEET; THENCE S.00°21'16"W., 720.42 FEET; THENCE S.89°44'15"W., 838.84 FEET; THENCE N.00°11'32"W., 784.33 FEET TO THE POINT OF BEGINNING.

OUTPARCEL TRACTS:**OUTPARCELS 1, 2**

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE WEST BOUNDARY OF SECTION 6, N.00°14'56"W., 53.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAP PROJECT NO. 94-126-R; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING SIX (6) COURSES: (1) S.89°57'43"E., 299.94 FEET; (2) S.89°59'49"E., 72.42 FEET; (3) N.89°49'57"E., 308.81 FEET; (4) S.89°58'37"E., 391.46 FEET; (5) S.88°49'10"E., 289.93 FEET; (6) S.88°12'56"E., 135.26 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE SAID RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE, N.00°54'44"E., 12.37 FEET; THENCE

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N.89°11'00" W., 239.68 FEET; THENCE N.00°11'32" W., 11.42 FEET; THENCE S.89°48'28" W., 25.23 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 13.01 FEET, THROUGH A CENTRAL ANGLE OF 21°17'37" (CHORD BEARING N.31°52'42"W., 12.93 FEET); THENCE N.21°13'54"W., 14.86 FEET; THENCE N.00°11'32"W., 139.33 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 47.09 FEET, THROUGH A CENTRAL ANGLE OF 89°55'47" (CHORD BEARING N.44°46'22"E., 42.40 FEET); THENCE N.89°44'15"E., 454.42 FEET; THENCE S.00°21'16"W., 210.56 FEET TO THE SAID NORTH RIGHT OF WAY LINE OF BLOOMINGDALE AVENUE; THENCE ALONG SAID LINE, S.72°35'35"W., 52.75 FEET; THENCE N.89°08'54"W., 120.26 FEET; THENCE N.88°12'56"W., 35.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.359 ACRES, MORE OR LESS.

OUTPARCELS 3, 4, 5

THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE WEST BOUNDARY OF SECTION 6, N.00°14'56"W., 53.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAP PROJECT NO. 94-126-R; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) S.89°57'43" E., 299.94 FEET; (2) S.89°59'49" E., 72.42 FEET; (3) N.89°49'57" E., 198.14 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 37.00 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE SAID RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE, NORTHWESTERLY ALONG SAID CURVE 58.06 FEET, THROUGH A CENTRAL ANGLE OF 89°54'18" (CHORD BEARING N.45°12'54"W., 52.28 FEET); THENCE N.00°15'45"W., 133.25 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 37.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 58.12 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.44°44'15"E., 52.33 FEET); THENCE N.89°44'15"E., 583.55 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 47.16 FEET, THROUGH A CENTRAL ANGLE OF 90°04'13" (CHORD BEARING S.45°13'38"E., 42.45 FEET); THENCE S.00°11'32"E., 77.80 FEET; THENCE S.06°15'19"W., 55.69 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 35.04 FEET, THROUGH A CENTRAL ANGLE OF 44°36'44" (CHORD BEARING S.28°33'41"W., 34.16 FEET); THENCE S.89°48'28"W., 19.66 FEET; THENCE S.78°53'58"W., 72.89 FEET; THENCE S.00°01'23"W., 2.60 FEET TO THE SAID NORTH RIGHT OF WAY LINE OF BLOOMINGDALE AVENUE; THENCE ALONG SAID LINE, N.89°58'37"W., 388.79 FEET; THENCE S.89°49'57"W., 110.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.049 ACRES, MORE OR LESS.

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OUTPARCEL 6

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE WEST BOUNDARY OF SECTION 6, N.00°14'56"W., 53.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAP PROJECT NO. 94-126-R; THENCE ALONG SAID RIGHT-OF-WAY, S.89°57'43" E., 299.94 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE SAID RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE, N.00°10'40"W., 301.36 FEET; THENCE N.89°36'17"E., 29.67 FEET; THENCE N.00°13'58"W., 35.58 FEET; THENCE N.89°39'55"E., 130.40 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 22.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 34.59 FEET, THROUGH A CENTRAL ANGLE OF 90°04'21" (CHORD BEARING S.45°17'55"E., 13.13 FEET); THENCE S.00°15'45"E., 40.24 FEET; THENCE S.02°50'09"W., 91.53 FEET; THENCE S.00°15'45"E., 146.98 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 58.18 FEET, THROUGH A CENTRAL ANGLE OF 90°05'42" (CHORD BEARING S.44°47'06"W., 52.37 FEET) TO THE SAID NORTH RIGHT OF WAY LINE OF BLOOMINGDALE AVENUE; THENCE ALONG SAID LINE, S.89°49'57"W., 68.14 FEET; THENCE N.89°59'49"W., 72.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.353 ACRES, MORE OR LESS.

COMMON AREA TRACT:

THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE ALONG THE WEST BOUNDARY OF SECTION 6, N.00°14'56"W., 53.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE PER HILLSBOROUGH COUNTY RIGHT-OF-WAY MAP PROJECT NO. 94-126-R; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: (1) S.89°57'43"E., 299.94 FEET; (2) S.89°59'49"E., 72.42 FEET; (3) N.89°49'57"E., 68.14 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 37.00 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE SAID RIGHT-OF-WAY LINE OF BLOOMINGDALE AVENUE, NORTHEASTERLY ALONG SAID CURVE 58.18 FEET, THROUGH A CENTRAL ANGLE OF 90°05'42" (CHORD BEARING N.44°47'06"E., 52.37 FEET); THENCE N.00°15'45"W., 146.98 FEET; THENCE N.02°50'09"E., 91.53 FEET; THENCE N.00°15'45"W., 40.24 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 22.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 34.59 FEET, THROUGH A CENTRAL ANGLE OF 90°04'21" (CHORD BEARING N.45°17'55"W., 31.13 FEET); THENCE S.89°39'55"W., 130.40 FEET; THENCE N.00°13'58"W., 36.00 FEET; N.89°39'55"E., 130.34 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 32.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 34.65 FEET, THROUGH A CENTRAL ANGLE OF

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62°02'49" (CHORD BEARING N.58°38'30"E., 32.98 FEET); THENCE N.89°39'55"E., 39.83 FEET; THENCE S.00°15'45"E., 125.67 FEET; THENCE S.47°59'19"E., 29.73 FEET; THENCE N.89°44'15"E., 235.49 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 70.63 FEET, THROUGH A CENTRAL ANGLE OF 89°55'47" (CHORD BEARING N.44°46'22"E., 63.60 FEET); THENCE N.00°11'32"W., 987.06 FEET TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 30 SOUTH, RANGE 21 EAST; THENCE ALONG SAID LINE, S.89°59'59"E., 38.50 FEET; THENCE LEAVING SAID LINE, S.00°11'32"E., 784.33 FEET; THENCE N.89°44'15"E., 838.84 FEET; THENCE S.00°21'16"W., 284.52 FEET; THENCE S.89°44'15"W., 454.42 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 47.09 FEET, THROUGH A CENTRAL ANGLE OF 89°55'47" (CHORD BEARING S.44°46'22"W., 42.40 FEET); THENCE S.00°11'32"E., 139.33 FEET; THENCE S.21°13'54"E., 14.86 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 13.01 FEET, THROUGH A CENTRAL ANGLE OF 21°17'37" (CHORD BEARING S.31°52'42"E., 12.93 FEET); THENCE S.89°48'28"W., 71.81 FEET TO A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 35.04 FEET, THROUGH A CENTRAL ANGLE OF 44°36'44" (CHORD BEARING N.28°33'41"E., 34.16 FEET); THENCE N.06°15'19"E., 55.69 FEET; THENCE N.00°11'32"W., 77.80 FEET TO A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 47.16 FEET, THROUGH A CENTRAL ANGLE OF 90°04'13" (CHORD BEARING N.45°13'38"W., 42.45 FEET); THENCE S.89°44'15"W., 583.55 FEET TO A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 58.12 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING S.44°44'15"W., 52.33 FEET); THENCE S.00°15'45"E., 133.25 FEET TO A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 37.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 58.06 FEET, THROUGH A CENTRAL ANGLE OF 89°54'18" (CHORD BEARING S.45°12'54"E., 52.28 FEET) TO THE SAID NORTH RIGHT OF WAY LINE OF BLOOMINGDALE AVENUE; THENCE ALONG SAID LINE, S.89°49'57"W., 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.502 ACRES, MORE OR LESS.

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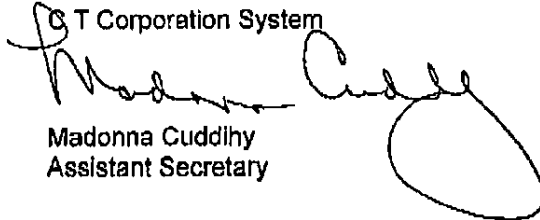
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ACCEPTANCE OF REGISTERED AGENT

C T Corporation System, having been named as registered agent to accept service of process for Crest Pointe Towne Center Association, Inc. at the place designated in the Articles of Incorporation, hereby accepts the appointment as registered agent and agrees to act in this capacity. I further agree to comply with the provision of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 617.0503, F.S.

Dated this 22nd day of July 2016

C T Corporation System

A handwritten signature in black ink, appearing to read "Madonna Cuddihy", is written over the printed name. The signature is fluid and cursive, with a large loop at the end.

Madonna Cuddihy
Assistant Secretary

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