

N 96000001449

RICCA & WHITMIRE
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P.O. Drawer 4888
West Palm Beach, FL 33402-4888

Olivia M. Kendrick
Certified Legal Assistant

March 14, 1996

return to
pick up

VIA FEDERAL EXPRESS

Corporate Information Products
ATTORNEYS' TITLE INSURANCE FUND, INC.
Leon Branch/Attn: Julia
660 E. Jefferson Street, Suite 200
Tallahassee, Florida 32301

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Re: 95th Avenue Industrial Park Property Owners' Association, INC., a Florida not-for-profit corporation - Articles of Incorporation/Fund No. 15094

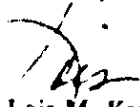
Dear Julia:

Please find enclosed Articles of Incorporation for 95th Avenue Industrial Park Property Owners' Association, INC., a Florida not-for-profit corporation. Please file these upon receipt, there is an extra copy of the documents for stamping and return by your regular route. This must be filed upon receipt.

Please find enclosed this firm's check in amount of \$70.00 for secretary of state fees and please bill us for your fees for processing this incorporation filing.

Please call upon filing of the enclosed documentation with the document number. Also, call if you have any problem with accomplishing the filing of this incorporation upon receipt.

Sincerely,


Lois M. Kasischke, Legal Assistant to
Drennen L. Whitmire, Jr.

DLW/lmk
Enclosures as stated

DLW
3/18/96

FILED
96 MAR 15 11 30 AM
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
95TH AVENUE INDUSTRIAL PARK
PROPERTY OWNERS ASSOCIATION, INC.
(a Corporation Not for Profit)

ARTICLE I

Name

The name of this Corporation shall be 95TH AVENUE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC. (hereinafter called "Corporation").

ARTICLE II

Purpose

The Corporation does not contemplate pecuniary gain or profit to its members and is deemed a corporation not for profit. The Corporation will make no distributions of income to its members or Directors, unless it is dissolved pursuant to Florida law.

A certain Declaration of Restrictions (hereinafter called the "Declaration"), either now has, or will be, imposed upon certain lands located in Palm Beach County, Florida, as described on Exhibit A attached hereto. Said Declaration, among other things establishes and designates that said lands shall be known as "95TH AVENUE INDUSTRIAL PARK". This Corporation is organized for the general purpose of functioning as the property owners' association of 95TH AVENUE INDUSTRIAL PARK and any other lands which may be added to the jurisdiction of this Corporation by recordation of Declaration of Restrictions submitting such additional land to the jurisdiction of this Corporation, provided this Corporation shall accept such jurisdiction in writing, and serving as the instrumentality of the property owners in 95TH AVENUE INDUSTRIAL PARK for the purpose of controlling and regulating the activities within and the development and maintenance of 95TH AVENUE INDUSTRIAL PARK. Where used herein, 95TH AVENUE INDUSTRIAL PARK shall also apply to additional lands submitted to the jurisdiction of the Corporation as permitted herein. The specific purposes for which this

Corporation is formed include, but are not limited to, the following.

A. to provide for the regulation, maintenance and preservation of the development of 95TH AVENUE INDUSTRIAL PARK;

B. to provide for the operation, regulation, maintenance, repair and control of the water retention area, drainage facilities, perimeter landscaping and other common areas, common facilities and properties, and the regulation, preservation and architectural control of privately owned improvements and lots within the jurisdiction of the Corporation;

C. to lease, acquire, hold, convey, and otherwise deal with real and/or personal property in its capacity as a property owners' association;

D. to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, its By-Laws, these Articles of Incorporation and the Declaration, as they may be amended from time to time;

E. to otherwise engage in any lawful activities for the benefit, use, convenience, and enjoyment of its members as it may deem proper; and

F. this Corporation shall have jurisdiction over the lands within 95TH AVENUE INDUSTRIAL PARK and any other lands submitted to its jurisdiction by a recorded Declaration of Restrictions, subject to the Corporation accepting such jurisdiction in writing.

ARTICLE III

Principal Place of Business

The principal place of business of the Corporation shall be at 101 Sansbury's Way, West Palm Beach, Florida 33411, or at such other place within the State as the Board of Directors shall by appropriate action hereafter from time to time determine.

ARTICLE IV

Powers

The powers of the Corporation shall include and be governed by the following provisions:

A. The Corporation shall have all the powers of a corporation, not for profit, provided by law and not in conflict with the terms of these Articles of Incorporation, the By-Laws of the Corporation and, in addition, all powers set forth in the Declaration. It shall further have all of the powers and duties reasonably necessary to operate pursuant to its purposes, as the may be amended from time to time, including, but not limited to, the following:

1. to fix, levy, collect, and enforce assessments (whether they be general, special, or individual) to defray the costs, expenses and losses of its operations and to ensure compliance with its rules and regulations. The method of fixing, levying, collecting, and enforcing assessments shall be designated below in this Article IV.A.1 and in the Bylaws.

Any and all assessments levied by the Corporation in accordance with the provisions of these Articles, the Bylaws, or any other documents governing the operation of the Corporation, with interest thereon at the amount set by the Directors of the Corporation but in no event higher than the highest non-usurious rate allowed by law, and costs of collection including, but not limited to, reasonable attorneys' fees up to and including all trial and appellate levels and any late charges, fees or fines levied by the Corporation in connection with any unpaid assessments are hereby declared to be a charge and continuing lien upon the real property against which such assessments are made. Each assessment against a lot or other real property subject to the jurisdiction of the Corporation, together with interest thereon and costs of collection thereof, including attorneys' fees up to and including all trial and appellate levels shall be the personal obligation of the owner of each such lot or other real property assessed. Said lien shall be effective only from and after the time of recordation in the Public Records of the County, a written and acknowledged statement by the Corporation setting forth the amount due to the Corporation as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a statement of the satisfaction of the lien in recordable form. Notwithstanding anything to the contrary contained herein, the lien of the assessments and any late charges thereon provided for herein shall be subordinate to the lien of any first mortgage now or hereafter recorded upon the lot or other real property by an institutional mortgagee (as hereinafter defined). Any lending institution owning a first mortgage covering a lot or other real property subject to the jurisdiction of the Corporation, or any other mortgagee approved in writing by the Corporation, collectively hereinafter referred to as an "Institutional Mortgagee", or purchaser from an Institutional Mortgagee obtaining title to a lot or other real property as a result of foreclosure of its mortgage or deed in lieu of foreclosure, its successors or assigns, shall not be liable for the share of assessments or late charges pertaining to such lot or other real property or chargeable to the former owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the assessment and/or late charges against the lot or the real property in question is secured by a claim of lien for assessment that is recorded prior to the recordation of the Institutional Mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The unpaid share of assessments is collectible from all other owners of lots or other real property subject to the jurisdiction of the subject Corporation. Notwithstanding anything contained herein to the contrary, a lien may in the Corporation's sole discretion, be released as to a particular lot or other real property which is being sold by its owner to a bona fide purchaser upon payment by such owner to the Corporation of all assessments and late charges due thereby. This Article IV.A.1 shall not be amended to impair or diminish the rights of Institutional Mortgagees without the written consent of Institutional Mortgagees.

2. to acquire liens against all lots, improvements and buildings thereon for assessments and to foreclose same;

3. to subordinate, in its sole discretion, any liens acquired by the Corporation;
4. to use the proceeds of assessments in the exercise of its powers and duties;
5. to acquire personal and real property and rights and interests therein (by purchase, gift, dedication, or otherwise), and to hold, maintain, repair, operate, lease, sell, dedicate for public use, or otherwise dispose of any property or rights it may acquire;
6. to construct, maintain, repair and replace improvements on its property and to reconstruct improvements after casualty;
7. to borrow money and with the assent of two-thirds (2/3) of its members, to mortgage, pledge, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
8. to purchase insurance for its properties and insurance for the protection of the Corporation, its Officers, Directors, and its members;
9. to make and amend reasonable rules and regulations, and to grant exceptions thereto, respecting the construction of improvements, and maintenance and use of the lots and properties of its members;
10. to enforce any regulations, covenants, restrictions or limitations imposed by deed, plat, site plan, development, agreement, the Declaration, or otherwise on the land within its jurisdiction;
11. to enforce by legal means the provisions of these Articles, the By-Laws of the Corporation, the Declaration, and all rules and regulations for the construction, maintenance and use of the lots and properties of the members;
12. to manage, operate and maintain any of its Corporate properties, and to maintain privately owned properties as provided in the Declaration; to contract for the management, operation and maintenance of any such properties and to thereby delegate powers and duties of the Corporation;
13. to employ personnel to perform the services required to carry out the purposes of this Corporation;
14. to participate in mergers or consolidations with other non-profit corporations organized for similar purposes or to annex additional properties to the properties subject to the jurisdiction of this Corporation, provided that such merger, consolidation or annexation shall have the consent of two-thirds (2/3) of the members;
15. to provide, through either its Board of Directors or a committee appointed

by the Board of Directors, a systematic, uniform review of all proposed improvements, landscaping, and construction of any type or nature whatsoever within 95TH AVENUE INDUSTRIAL PARK;

16. to pay all expenses necessitated by its duties and authority, including all office and business expenses, license fees, taxes or governmental charges levied or imposed against the property of the Corporation; and

17. to accept the dedication to the Corporation of streets, roads, or other areas or interests in property dedicated to the Corporation on any plat recorded in the Public Records of the County, together with the acceptance of some or all of the obligations appertaining to such acceptance of dedication. The exercise of this right shall be at the sole option of the Developer, Ranger Construction Industries, Inc., a Florida corporation, its successors and/or assigns.

18. to dedicate or cause the dedication from the Corporation to others of streets, roads, or other areas or interests in property dedicated to the Corporation on any plat recorded in the Public Records of the County. The exercise of this right shall be at the sole option of the Developer, Ranger Construction Industries, Inc., a Florida corporation, its successors or assigns, and in no event shall Ranger Construction Industries, Inc., its successors or assigns, be required to make or cause to made any dedication to any governmental or quasi-governmental agency or authority.

B. All funds, except such portions thereof as are expended for the expense of the Corporation, and title to all properties belonging to the Corporation shall be held in trust for the members' respective interests in accordance with the provisions of these Articles of Incorporation and the By-Laws of the Corporation.

C. For so long as Ranger Construction Industries, Inc., its successors or assigns hold any lot or lots for sale in the ordinary course of business on the properties subject to the Corporation's jurisdiction, any action by the Corporation that would be detrimental to the sale of lots by Ranger Construction Industries, Inc., its successors or assigns, shall require the prior written approval of Ranger Construction Industries, Inc., its successors or assigns.

ARTICLE V

Members

A. Members of the Corporation shall consist of, and be limited to, those persons or corporations holding record fee title to any lot located within the land described in Exhibit A attached hereto.

B. Change of membership shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument establishing record fee title to such lot and by the delivery to the Corporation of a certified copy of such recorded instrument. The

owner designated by such instrument thus becomes a member of the Corporation, and the membership of the prior owner shall be terminated. In the event that a certified copy of said instrument is not delivered to the Corporation, said Owner shall become a member, but shall not be entitled to voting privileges. The foregoing shall not, however, limit this Corporation's powers or privileges.

C. The interest of a member in the funds and assets of the Corporation shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property.

D. Membership shall be compulsory and shall continue until such time as the member transfers or conveys of record the interest upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the interest upon which membership is based.

E. If ownership is vested in more than one person, then all of the persons so owning the interest shall be members. However, the number of votes cast by such members shall be determined by the provisions of the By-Laws or the Declaration.

F. Notwithstanding the provisions hereof, no person or entity who holds an interest upon which membership is based only as security for performance of an obligation shall become a member of the Corporation.

G. On all matters on which the membership is entitled to vote, there shall be such votes for each lot as is provided in the Declaration, which shall be exercised or cast by the owner or owners in a manner provided in the By-Laws of the Corporation. Should any member hold such interest in more than one (1) lot, such member shall be entitled to exercise or cast the specified number of votes for each lot.

H. Voting rights are incident to membership, and any transfer of interest which transfers membership in this Corporation shall automatically transfer the voting rights.

ARTICLE VI

Directors

A. The affairs of the Corporation shall be managed by a Board of Directors consisting of the number of Directors determined by the By-Laws of the Corporation, but said Board shall consist of not less than three (3) Directors.

B. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the By-Laws of the Corporation.

C. The powers and duties of the Directors shall be designated in the By-Laws of the Corporation.

D. The first election of the Directors by members shall not be held until record fee title to ninety percent (90%) of the lots within the Corporation's jurisdiction has been conveyed by the Developer, Ranger Construction Industries, Inc., a Florida corporation, its successors or assigns, or unless it, in its sole discretion, shall consent thereto. Until such time as the Developer, Ranger Construction Industries, Inc., its successors or assigns, conveys of record ninety percent (90%) of the lots in the Corporation's jurisdiction, it shall have the right to appoint all members of the Board of Directors. This right may be relinquished, in whole or in part, by the consent of Ranger Construction Industries, Inc., its successors or assigns, in its discretion. Directors named in these Articles, subject to removal and replacement by Ranger Construction Industries, Inc., shall serve until the first election of Directors by the members, and any vacancies in their number occurring before the first election shall be filled by Ranger Construction Industries, Inc.

Members of the initial Board of Directors need not be members of this Corporation. Thereafter, members of the Board of Directors need not be members of this Corporation if they are nominees of a member. Otherwise, each member of the Board of Directors must be a member of the Corporation.

E. The names and addresses of the members of the first Board of Directors who will hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Leo A. Vecellio, Jr.	771 Village Road North Palm Beach, Florida 33408
Michael Slade	149 Scarborough Terrace Wellington, Florida 33414
David B. Farber	Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411

ARTICLE VII

Officers

The affairs of the Corporation shall be administered by a President, Vice President, Secretary and a Treasurer. The duties and authority of said Officers shall be designated in the By-Laws of the

Corporation. Said Officers shall be elected by the Board of Directors at its first meeting following the first annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated are as follows:

<u>Title</u>	<u>Name</u>	<u>Address</u>
President -	Michael Slade	149 Scarborough Terrace Wellington, Florida 33414
Vice President/Secretary/Treasurer -	John A. DeFrehn	381 Park Forest Way Wellington, Florida 33414

ARTICLE VIII

Removal of Directors or Officers

Any Director or Officer may be removed with or without cause and for any reason prior to the expiration of his term in the following manners:

A. Directors.

(1) Any member of the Board of Directors shall be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the members.

(2) The notice of a meeting of the members to recall a member or members of the Board of Directors shall state the specific Directors sought to be removed.

(3) A proposed removal of a Director at a meeting shall require a separate vote for each Board member sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each Board member to be removed.

(4) If removal of a Director is effected at a meeting, any vacancies created thereby shall be filled by the members at the same meeting.

(5) Any Director who is removed from the Board shall not be eligible to stand for reelection until the next annual meeting of the members.

(6) Any Director removed from office shall turn over to the Board of Directors within 72 hours any and all records of the Corporation in his possession.

(7) If a Director who is removed shall not relinquish his office or turn over records as required under this section, the circuit court in the county where the Corporation's principal office is located may summarily order the Director to relinquish his office and turn over corporate records upon application of any member.

(8) During the period of time which the Developer, Ranger Construction Industries, Inc., its successors or assigns, has or retains the right of appointment of members of the Board of Directors, any members of the Board of Directors may be removed with or without cause by the Developer, Ranger Construction Industries, Inc., its successors or assigns, at its discretion.

B. Officers. Any Officer may be removed with or without cause, and for any reason by a majority vote of the Board of Directors at any meeting called at least in part for that purpose.

ARTICLE IX

Indemnification

Every Director and Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including legal fees and costs reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a Director or Officer, whether or he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, indemnification shall apply only in the event that the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation.

ARTICLE X

By-Laws

The By-Laws of the Corporation shall be adopted by the Board of Directors and may be altered, amended or added to at any duly called meeting of the members provided:

- (1) Notice of the meeting shall contain a statement of the proposed amendment.
- (2) The amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the members.
- (3) Ranger Construction Industries, Inc., its successors or assigns reserves the exclusive right to amend the By-Laws until its conveyance of record of ninety (90%) percent of the lots within the Corporation's jurisdiction.

ARTICLE XI

Certain Rights of Developer

A. The Corporation expressly reserves the right for Ranger Construction Industries, Inc., its successors or assigns, to assign, grant, bargain, sell, transfer, and set over any of its rights under these Articles, the By-Laws, or any rules and regulations, without the consent of any mortgagee or member.

B. Notwithstanding anything contained in these Articles, the Bylaws, or the rules and

regulations of the Corporation, the Corporation expressly reserves to Ranger Construction Industries, Inc., its successors or assigns, the right to make such use of the lots it owns as Ranger Construction Industries, Inc., its successors or assigns, shall, from time to time, determine. Further, Ranger Construction Industries, Inc., its successors and assigns, shall have the right to use the lots it owns in conjunction with and as part of its program of sales, leasing, constructing and developing of and within said lots and any appurtenances thereto or amenities thereof, including, but not limited to, the right to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, and show lots.

C. The Corporation expressly reserves the right for Ranger Construction Industries, Inc., its successors and assigns, to execute, without further authorization, such grants of easements or other instruments as may from time to time be necessary or desirable to grant easements over, under, across and upon the properties owned by or dedicated to the Corporation or portions thereof in accordance with the Corporation's purposes and powers as set forth in these Articles. Such easements may be for the use and benefit of persons or entities who are not members of the Corporation and for real property which is not within the jurisdiction of the Corporation. The easements reserved hereunder unto Ranger Construction Industries, Inc., its successors or assigns, may be assigned by Ranger Construction Industries, Inc., its successors and assigns, in whole or in part to the Corporation, any town, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Ranger Construction Industries, Inc., its successors or assigns.

ARTICLE XII

Assignability by Developer

Notwithstanding anything contained in these Articles, Ranger Construction Industries, Inc., its successors and assigns, shall have the right to assign any of its rights created hereunder or in the Bylaws as, and to the extent, it may determine from time to time.

ARTICLE XIII

Amendments

Amendments to these Articles of Incorporation may be proposed and adopted in the following manner:

A. A resolution for the adoption of a proposed amendment may be proposed either by fifty percent (50%) of the Board of Directors or by twenty percent (20%) of the members of the Corporation. Directors and members not present in person or by proxy at the meeting considering a resolution for adoption of a proposed amendment may cast their votes for such proposal in writing, provided such votes are delivered to the Secretary of the Corporation at or prior to the meeting.

B. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

C. Proposed amendments may be passed at the meeting at which they are to be considered

as follows:

1. by approval of not less than fifty-one percent (51 %) of the Board of Directors and by not less than fifty-one percent (51 %) of the votes of the members voting at the meeting; or

2. by approval of not less than three-quarters (3/4) of the votes of the members voting at the meeting; or

3. prior to the first election of Directors by the members, by approval of not less than fifty-one percent (51 %) of the Directors without approval of the members.

D. However, no amendment shall make any changes in the qualifications for membership nor the voting rights of members without approval of two-thirds (2/3) of all the members, except in the case of an amendment passed prior to the first election of Directors by members.

E. A copy of each amendment shall be certified by the Secretary of State of the State of Florida, and recorded in the Public Records of Palm Beach County, Florida.

F. Notwithstanding anything contained herein or in the Bylaws of the Corporation, no amendment to these Articles, the Bylaws, or the rules and regulations of the Corporation shall be passed which detrimentally affects any right of Ranger Construction Industries, Inc., its successors or assigns, created or provided for in the Articles, the Bylaws or the rules and regulations of the Corporation without the prior written consent of the Developer, Ranger Construction Industries, Inc., its successors or assigns, so long as it shall own and hold any lot or lots for sale in the ordinary course of business in 95TH AVENUE INDUSTRIAL PARK, or other property made subject thereto.

ARTICLE XIV

Prohibition Against Issuance of Stock and Distribution of Income

This Corporation shall never have nor issue any share of stock, nor shall this Corporation distribute any part of the income of this Corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the Corporation of compensation in a reasonable amount to the members, directors or officers for services rendered, nor shall anything herein be construed to prohibit the Corporation from making any payments or distributions to members of benefits, monies or properties permitted by statute.

ARTICLE XV

Contractual Powers

In the absence of fraud, no contract or other transaction between this Corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any director or officer of the Corporation is pecuniarily or otherwise interested in or is a director, officer or member of any such firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transaction, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any director may

vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such firm, association, corporation or partnership.

ARTICLE XVI

The term of this Corporation shall be perpetual.

ARTICLE XVII

In the event of an irreconcilable conflict between any provision of these Articles, the Bylaws, and the Declaration, Ranger Construction Industries, Inc., its successors or assigns, shall resolve such conflict as it deems appropriate, in its sole and absolute discretion.

ARTICLE XVIII

Subscribers

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

Leo A. Vecellio, Jr.
101 Sansbury's Way
West Palm Beach, Florida 33411

WITNESS the hand and seal of the incorporator of these Articles of Incorporation this 14th day of March, 1996.

Leo A. Vecellio, Jr. (SEAL)
LEO A. VECELLIO, JR.

STATE OF FLORIDA)
)ss.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 14th day of March, 1996, by LEO A. VECELLIO, JR., the President of RANGER CONSTRUCTION INDUSTRIES, INC., a Florida corporation, on behalf of the corporation. Such person is personally known to me or produced a Florida Driver's license and did not take an oath.

(NOTARY SEAL)



DONNA L. MACEY
My Comm Exp 12/29/98
Bonded By Service Ins
No. CC408358

☒ Personally Known ☐ Other L.D.

Donna L. Macey
Notary Public
Printed Name of Notary: DONNA L. MACEY
Commission No.: CC408358
Commission Expiration: 12/29/98

**CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS
WITHIN THE STATE, NAMING AGENT UPON
WHOM PROCESS MAY BE SERVED**

FILED
96 MAR 15 AM 9:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

95TH AVENUE INDUSTRIAL PARK PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the County of Palm Beach, State of Florida, has named DRENNEN L. WHITMIRE, JR., located at 500 Australian Avenue South, Clearlake Plaza, Suite 800, City of West Palm Beach, County of Palm Beach, State of Florida, as its agent to accept service of process within the state.

ACKNOWLEDGEMENT:

Having been named to accept service of process of the above named corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Act relative to keeping open said office.


DRENNEN L. WHITMIRE, JR.

EXHIBIT A
LEGAL DESCRIPTION

Section 31, Township 43 South, Range 42 East, Village of Royal Palm Beach, Palm Beach County, Florida, being a portion of Tracts 14 and 17, Block 8, Palm Beach Farms Company Plat No. 3, according to the plat thereof, as recorded in Plat Book 2, Pages 45 through 54, inclusive, Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of the aforescribed Tract 17, Block 8, thence North 01°01'16" West (the West line of said Section 31 is assumed to bear North 01°33'58" East, and all other bearings mentioned herein are relative thereto) along the West line of said Tract 17, Block 8, a distance of 100.00 feet; thence North 89°02'12" East, along a line 100.00 feet North of and parallel to the South line of said Tract 17, Block 8, a distance of 20.00 feet to the Point of Beginning; thence, from said Point of Beginning North 01°01'16" West along a line parallel to and 20.00 feet East of the West line of said Tract 17, Block 8, also being the East line of a parcel of land granted to the Village of Royal Palm Beach, as recorded in Official Record Book 7286, Page 723, Public Records of Palm Beach County, Florida, a distance of 541.00 feet; thence South 89°02'12" West, along the North line of said granted parcel, a distance of 20.00 feet to a point on the West line of said Tract 17, Block 8; thence North 01°01'16" West, along the West line of said Tracts 17 and 14, Block 8, a distance of 629.26 feet to a point 50.00 feet South of the Northwest corner of said Tract 14, Block 8; thence North 89°02'12" East, along a line 50.00 feet South of and parallel to, the North line of said Tract 14, Block 8, said line also being the South line of the 80.00 foot required right of way for the Lake Worth Drainage District Canal L-4, as described in Official Record Book 1732, Page 612, Public Records of Palm Beach County, Florida, a distance of 1319.93 feet to a point on the East line of said Tract 14, Block 8, lying 50.00 feet South of the Northeast corner of said Tract 14, Block 8; thence South 01°00'00" East, along the East line of said Tract 14, Block 8, a distance of 410.03 feet to the Northeast corner of that certain parcel of land dedicated for road right of way for Sunshine Road, as same is recorded in Deed Book 913, Page 618, Public Records of Palm Beach County, Florida; thence South 89°02'12" West, a distance of 30.00 feet; thence South 01°00'00" East, along a line 30.00 feet West of, and parallel to, the East line of said Tracts 14 and 17, Block 8, being the West line of said Sunshine Road, a distance of 760.23 feet to a point on a line 100.00 feet North of and parallel to, the South line of said Tract 17, Block 8; thence South 89°02'12" West, along said parallel line, a distance of 1269.50 feet, more or less, to the Point of Beginning.