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PAUL D. WATSON
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March 25, 1999

Via Federal Express

Division of Corporations
Florida Department of State
409 East Gaines Street
Tallahassee, FL 32399

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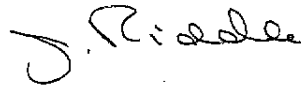
Re: Articles of Incorporation of Crosstown Center Association, Inc.
Our File No. CRIS-2

Dear Sir or Madam:

Enclosed for filing please find an original and one copy of the Articles of Incorporation of Crosstown Center Association, Inc., together with our firm check in the amount of \$91.75 for the filing fee. Please file the original Articles and date-stamp and return the enclosed copy of the Articles.

Thank you for your assistance in this matter.

Sincerely,



Jennifer D. Riddle
Legal Assistant

FILED
99 MAR 26 PM 1:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

jdr
cc: David D. Williams
173401.1

SHARON

MAR 31 1999

**ARTICLES OF INCORPORATION
OF
CROSSTOWN CENTER ASSOCIATION, INC.**

FILED
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned incorporator hereby makes, subscribes, acknowledges and files with the Secretary of State of the State of Florida these Articles of Incorporation of Crosstown Center Association, Inc., for the purpose of forming a not for profit corporation in accordance with the laws of the State of Florida.

I. NAME AND ADDRESS

The name of this corporation shall be CROSSTOWN CENTER ASSOCIATION, INC. (sometimes hereinafter referred to as the "Association"). The address of the Association shall be, 14025 Riveredge Drive, Suite 130, Tampa, Florida 33637, or such other address as the Association may hereinafter 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 CROSSTOWN CENTER ASSOCIATION, INC., a not for 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. "Building Site" shall mean any Platted Lot (as hereinafter defined), or portion thereof, or two or more contiguous Platted Lots, tracts, or portions thereof of real property in, Crosstown Center, including, without limitation, those portions of any such Platted Lots which are used for storm management, treatments and/or retention, which the Owner (as hereinafter defined) of such Platted Lot is entitled to utilize pursuant to a separate agreement with the Developer.

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

F. "Common Areas" shall mean (i) that portion of or interest in the Property (as hereinafter defined), together with any Improvements now or hereafter situated thereon, which are from time to time designated by the Declarant to be for the common use and enjoyment of all or certain designated Owners of real property in Crosstown Center, and (ii) any portion of or interest in the Property (as hereinafter defined) which is transferred, conveyed, dedicated, leased, subleased or licensed to the Association by the Declarant, or which the Association is entitled to utilize pursuant to an agreement with the Declarant. The Common Areas may include, without limitation, the storm water management, treatment and retention system, irrigation lines, pumps and fountains, streets, roadways, boardwalks, sidewalks, pedestrian paths and trails, recreational areas and equipment, lighting fixtures and equipment, utility lines and equipment, signage, signboards, entrance areas, walls, fences, hedges, sign boards, entrance areas, fences, hedges, landscaped areas, lawns, greenbelt areas and conservation areas containing natural bodies of water, vegetation, foliage or fauna. The Developer reserves the right to expend, reduce,

alter or otherwise change such Common Areas from time to time in accordance with the terms and provisions set forth herein and to designate or redesignate the Owner or Owners who are entitled to the use and/or benefit of the Common Areas or any portion thereof. Common Areas designated or redesignated for the use or benefit of less than all the Owners shall be referred to as Limited Common Areas as hereinafter defined.

G. "Conservation Areas" shall mean those areas of the Property (as hereinafter defined) identified as jurisdictional wetlands by any or all of the following: The Florida Department of Environmental Regulation, The Hillsborough County Environmental Protection Commission and the Southwest Florida Water Management District. The Conservation Areas shall be identified on any Plat (as hereinafter defined) of the Property (as hereinafter defined).

H. "Crosstown Center" shall mean Crosstown Center Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida.

I. "Declarant" or "Developer" shall mean Crescent Resources Inc., a South Carolina Corporation, and its successors or assigns, unless the context indicates otherwise.

J. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of the Crosstown Center which shall be recorded by the Declarant 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.

K. "Developer" or "Declarant" shall mean Crescent Resources, Inc., a South Carolina corporation, its successors and assigns, unless the context indicates otherwise.

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

M. "Exhibit "A" Property" shall mean the real property described in Exhibit "A" less any real property excluded from the Declaration by Developer pursuant to Article III of the Declaration.

N. "Crosstown Center" or the "Property" shall mean all or any portion of the Exhibit "A" Property pursuant to a Plat (as hereinafter defined) which has been or in the future will be recorded, unless prior to any such Plat, the Developer has excluded such portion of the Exhibit "A" Property from the Declaration as set forth in Article III of the Declaration and any additions made pursuant to Article XI of the Declaration plus alterations to, reductions or other changes in, such real property.

O. "Improvements" shall mean and include (i) all buildings, outbuildings, sheds, accessory buildings, driveways, alleys, curbs, parking areas, paved areas, loading areas, boardwalks, sidewalks, pedestrian paths and trails, roads, irrigation lines, pumps and fountains, recreational areas and equipment, lighting, lighting fixtures and equipment, fences, walls, hedges, signs, signboards, lawns, landscaping, poles, utility lines, cables and equipment, sewers, drains, man-made detention or retention areas, radio, television, telephone or any other reception or transmission antennae, tower, cable, satellite dish or similar apparatus, or any other structures of any type or kind, whether situated above or below ground, now or

hereafter situated upon the Property (as hereinafter defined, and (ii) any excavation, grading, fill, ditch, canal, diversion, culvert, channel, swale, bulkhead, revetment, retaining wall, seawall, wet or dry pond, dam or other structure or device which retains, stores, directs, channels, alters or otherwise affects the velocity or flow of water or drainage from, upon, across or under the Property (as hereinafter defined), together with all alterations, improvements, additions or changes thereto.

P. "Limited Common Areas" shall mean such Common Areas or any portion thereof as to which the use and/or benefit is limited only to the Owner or the Owners designated or redesignated from time to time by Developer or the Association in accordance with the terms and conditions set forth herein.

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

R. "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 Building Site as disclosed by the Public Records maintained by the Clerk of the Circuit Court of Hillsborough County, Florida.

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

T. "Plat" shall mean the plat of all or any portion of the Exhibit "A" Property, not excluded from the Declaration by separate instrument recorded by Developer in the Public Records of Hillsborough County, Florida pursuant to Article

III of the Declaration, which has been or shall be prepared by the Developer and recorded in the Public Records of Hillsborough County, Florida, and a copy of such instrument delivered to Hillsborough County, together with all alterations, additions or changes thereto or any replat of all or any portion of the Exhibit "A" Property by the Developer or any successor Developer, together with any other parcels of real property that the Developer, in its sole discretion, may add to Crosstown Center. Any additional parcels of real property that the Developer may add to Crosstown Center will be subdivision plats and shall be sequenced and designated as phases in numerical order so that a reference to a specific plat shall be identified by the numerical sequence such as "Phase 1 Plat".

U. "Platted Lot" shall mean any of the lots identified on the Plat.

V. "Property" shall mean all or any portion of the Exhibit "A" Property pursuant to a Plat, unless prior to any such Plat, the Developer has recorded an instrument in the Public Records of Hillsborough County, Florida and delivered a copy of such instrument to Hillsborough County excluding any portion of the Exhibit "A" Property from the Declaration pursuant to Article III of the Declaration and any additions made pursuant to Article XI of the Declaration plus alterations to, reductions or other changes in, such real property.

W. "Property Less Common Areas" shall mean the Property Less the Common Areas owned in fee simple by the Association.

X. "Property Less Conservation Areas" shall mean the Property Less the Conservation Areas and the Common Areas.

Y. "Quorum of the Members" shall mean a meeting of the Members at which Members₂ entitled to vote at least fifty percent (50%) of the total number of eligible votes in the Association₂ are in attendance or represented at such meeting by a duly authorized representative of the Member or by proxy.

III. PURPOSES

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

A. To provide an entity for the furtherance of the interests of the Owners of property within Crosstown Center.

B. To own, lease, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas, the Limited Common Areas and the Improvements situated thereon in or benefiting Crosstown Center or any portion thereof, and to procure and maintain insurance which the Board determines is necessary or appropriate relating to such Common Areas and Limited Common Areas and to pay all taxes, assessments and utility charges relating thereto.

C. To provide or provide for such services which the Association may periodically determine are necessary or desirable to further the interests of the Owners of property within Crosstown Center, together with the capital improvements, equipment and personnel pertaining to the providing of such services.

D. To provide, purchase, lease, acquire, replace, improve, maintain and repair such private and public real property, buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal related to the furtherance of the interests and convenience of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate, and convenient.

E. To perform all the functions, duties and obligations contemplated of the Association in the Declaration.

F. To operate the Association without profit for the benefit of its Members and Crosstown Center.

G. 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 statute thereto.

IV. GENERAL POWERS

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

A. 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.

B. 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 and other Persons, including, without limitation, the promulgation and enforcement of rules and regulations limited or regulating the hours of use, the entry and exit points and the speed of all

types of vehicles traveling upon the private streets, roadways, alleys and other paved areas within the Property.

C. To establish procedures and policies relating to the governance and operation of the Association, the Common Areas, the Limited Common Areas and the Improvements thereon.

D. 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.

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

F. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of any interest in real or personal property, except to the extent restricted hereby.

G. To own, operate, manage, repair, maintain, reconstruct, restore, renovate, rebuild, replace, improve and alter the Common Areas, the Limited Common Areas and the Improvements situated thereon.

H. To enter into, make, perform or carry out contracts and agreements of every kind with any Person.

I. To fix regular or special dues, charges, fees and assessments to be levied upon the Owners of Building Sites or other parcels of property Crosstown Center and against such Building Sites or other property 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 Incorporation, By-Laws, or Declaration, and to authorize the Board, in 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.

J. To commence actions, suits or proceedings to (i) 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 assessments, fee, dues, fine, charge or other amount due to the Association from any owner of property in Crosstown Center or any person or entity claiming by or through such owner.

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

L. To create reserves to provide for the deferred maintenance, renovation, rebuilding, reconstruction, replacement, improvement or alteration of any portion of the Common Areas or the Improvements situated thereon.

M. To control the specifications, architecture, design, appearance, elevation and location of all Improvements situated in, upon or under the Property.

N. To enter upon any Building Site 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.

O. To separately charge any Owner of property within Crosstown Center for services rendered by the Association to any such Owner or those claiming by or through any such Owner and to separately charge any user of Association property when such separate charge is deemed appropriate by the Board.

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

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

R. 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.

V. MEMBERS

A. Each Owner, including the Developer, of fee simple title to a Building Site within Crosstown 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 Building Site within Crosstown Center and shall not be divisible or transferable separate and apart from ownership of any such Building site; provided, however, that in the event an Owner of a Building Site executes a ground lease relating to such Building Site 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 or By-Laws, including the Owner's right to vote. Such assignment of the Owner's rights and privileges shall automatically 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.

C. The By-Laws may include terms and provisions which permit the Board, in its discretion, to suspend or terminate certain of the rights, interests and privileges of Members under the circumstances described therein.

D. 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.

VI. 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. Only individuals may serve as Directors. The initial Board shall consist of three (3) Directors.

B. The names and addresses of the Members of the initial Board, who, subject to these Articles of Incorporation and the By-Laws of the Association, shall hold offices 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:

<u>Name</u>	<u>Address</u>
Brooks R. Boyd	Crescent Resources, Inc. 400 S. Tryon St. Suite 1300 Charlotte, NC 28202
Robert J. Holmes	Crescent Resources, Inc. 400 S. Tryon St. Suite 1300 Charlotte, NC 28202
Joseph W. Taggart	Crescent Resources, Inc. 14025 Riveredge Drive Suite 130 Tampa, FL 33637

C. 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 which Directors may be removed from office, (iv) that the Developer shall have the right to appoint a majority of the Board until Members other than the Developer own at least seventy-five percent (75%) of the Property Less Common Areas and sixty-seven percent (67%) of the eligible votes in the Association vote in favor of a proposal that the Developer relinquish such right to appoint a majority of the Board, (the aforesaid period shall be referred to as the "Developer Control Period"), (v) that, during the Developer Control Period and commencing on the earlier of (a) a date three (3) years after conveyance of the first Building Site by Developer or (b) the date that at least thirty-three percent (33%) of the Property Less Common Areas is owned in fee simple by Members other than the Developer, Members other than the Developer shall elect the remaining Director(s) on the Board ("Members' Right to Elect") and (vi) that each Member shall be entitled to one (1) vote for each acre of the Building Site Less Conservation Areas which is owned by such Member computed as follows:

(1) for each partial acre of the Building Site Less Conservation Areas, if any, which is included within a Building Site Less Conservation Areas, 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 Building Site Less Conservation Area is held in the name of more than one (1) person, the owners of such Building

Site Less Conservation Areas shall jointly determine the manner in which the vote for such Building Site Less Conservation Areas is to be cast and in no event may the vote relating to any Building Site Less Conservation Areas be split or divided among the persons owning such Building Site Less Conservation Areas and, instead must be voted as a whole by such persons or entities,

(3) if the owners of any Building Site Less Conservation Areas 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 Building Site Less Conservation Areas in connection with such issue,

(4) in no event shall more than one (1) vote per acre be included within a Building Site Less Conservation Areas be cast regardless of the number of persons which own such Building Site Less Conservation Areas, and

(5) in the event the owners of any Building Site Less Conservation Areas 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".

(The aforesaid shall collectively be referred to as the "Voting Rights"). Until the Developer no longer has a right to appoint a majority of the Board, Directors need not be Owners or full time employees of Owners. After such date all Directors must either be Owners or full time employees of Owners.

VII. OFFICERS

A. The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. One (1) person may concurrently hold two (2) or more offices. Officers shall be elected by a majority vote of the 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.

B. The names of the officers who, subject to these Articles of Incorporation and the By-Laws, shall hold office for the first year of the existence of the Corporation, or until an election is held by the Directors for the appointment of other officers, or until their successors are duly elected and have qualified are:

PRESIDENT	Brooks R. Boyd
VICE PRESIDENT	Joseph W. Taggart
SECRETARY	Barbara M. Deakin
TREASURER	Kevin H. Lambert

VIII. REGISTERED OFFICE AND REGISTERED AGENT

The name of the Association's initial registered agent is David Williams, and the street address of the corporation's initial registered office is 220 South Franklin Street, Tampa, Florida 33602. The corporation shall keep the Department of State of 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.

IX. CORPORATE EXISTENCE

The Association shall have perpetual existence unless sooner dissolved in accordance with the laws of the State of Florida.

X. 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 which a quorum is present.

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 X.A.

XI. AMENDMENT TO ARTICLES OF INCORPORATION

A. If Members of the Association other than the Developer own in fee simple less than seventy-five percent (75%) of the Property Less Common Areas, 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. Notwithstanding the foregoing, the Members' Right to Elect and the Voting Rights shall not be altered, amended or rescinded during the Developer Control Period

unless such alteration, amendment or rescission has been consented to by one hundred percent (100%) of the Members, including Developer.

If the Members of the Association other than the Developer own in fee simple seventy-five percent (75%) or more of the Property Less Common Areas, 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.

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.

XII. INCORPORATOR

The name and business address of the incorporator is:

NAME	ADDRESS
David B. Williams	Bush Ross Gardner Warren & Rudy PA 220 S. Franklin Street Tampa, Florida 33602

IN WITNESS WHEREOF, the undersigned incorporator has hereto set his hand and seal on behalf of Crosstown Center Association, Inc., this 26 day of March, 1999.

Witnesses:

Karen Holata
Print Name:
Karen Holata

By:

David B. Williams

Name: David B. Williams

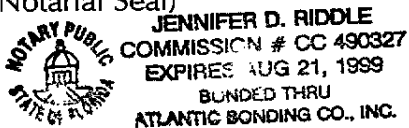
Jennifer Riddle
Print Name:
Jennifer Riddle

(STATE OF FLORIDA)

(COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 26 day of March, 1999 by David B. Williams who is personally known to me or produced _____ as identification.

(Notarial Seal)



Jennifer D. Riddle
Notary Public
State of Florida at large

Print Name: Jennifer D. Riddle

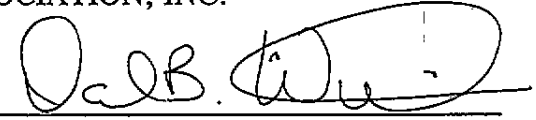
My Commission Expires:

**CERTIFICATE DESIGNATING
REGISTERED AGENT**

Pursuant to the provisions of §§48.091 and 617.0501, Florida Statutes, CROSSTOWN CENTER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, hereby designates David B. Williams, an individual resident of the State of Florida, as its Registered Agent for the purpose of accepting service of process within such State and designates 220 South Franklin Street, Tampa, Florida 33602, the business office of its Registered Agent, as its Registered Office.

CROSSTOWN CENTER
ASSOCIATION, INC.

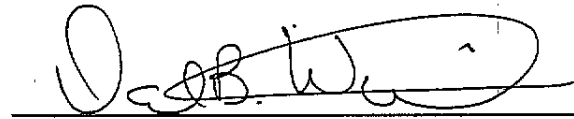
By



David B. Williams, Incorporator

ACKNOWLEDGMENT

I hereby accept my appointment as Registered Agent of the above named corporation, acknowledge that I am familiar with and accept the obligations imposed by Florida law upon that position, and agree to act as such in accordance with the provisions of §§48.091 and 617.0503, Florida Statutes.



David B. Williams

173389.1

FILED
99 MAR 26 PM 1:36
SECRETARY OF STATE
TALLAHASSEE, FLORIDA