

3800 NOVA ROAD, A CONDOMINIUM

PROSPECTUS

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DECLARATION OF CONDOMINIUM

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**DECLARATION OF CONDOMINIUM OF
3800 NOVA ROAD, A CONDOMINIUM**

This Declaration of Condominium of 3800 Nova Road, a Condominium, is made on this ____ day of _____, 2012, by Port Orange Investors, LLC, a Florida Limited Liability Company (hereafter referred to as "Developer"); and the Developer does hereby make, declare and establish this Declaration of Condominium, hereafter referred to as the "Declaration", as and for the plan of condominium ownership for the land and improvements herein described.

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

1.1 Purpose. The purpose of this Declaration of Condominium is to submit the land described in this instrument together with all improvements constructed thereon and all easements appurtenant thereto, to the condominium form of ownership pursuant to the applicable provisions of Chapter 718 of the Florida Statutes, hereafter referred to as the "Condominium Act", and pursuant to the terms, covenants, and provisions of this Declaration.

1.2 Name and Address. The name by which this condominium is to be identified is 3800 Nova Road, a Condominium, hereafter referred to as the "Condominium". The address for the condominium is 3800 Nova Road, Port Orange, FL 32127.

1.3 The Land. The Developer does hereby submit the fee simple title of certain lands owned by Developer lying in Volusia County, Florida as described on Exhibit "A-1" attached hereto and made a part hereof, to the condominium form of ownership.

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in each of the Exhibits shall have the meaning as hereinafter stated, unless the context otherwise requires:

2.1 Assessment means a share of the funds required for the payment of Common Expenses which, from time to time, are assessed against each Unit Owner and each Unit.

2.2 Association means 3800 Nova Road Condominium Association, Inc.,

a non-profit Florida corporation.

2.3 Common Elements means and shall include:

(a) portions of the Condominium Property, as such term is hereafter defined, which are not included in any of the Units;

(b) tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association; and

(c) all property as stated in any Easement Agreements in favor of the Units.

(d) the following items are intended to be a summary of Common Elements but not a complete itemization: driveway entrance, free standing directional signs (if required by governmental agencies), dumpster and dumpster pad, directional and enforcement traffic signs (if required by governmental agencies) and

(e) all those items stated in the Condominium Act.

2.4 Common Expenses mean the expenses for which Unit Owners are liable to the Association, including but not limited to:

(a) expenses of maintenance, operation, repair and replacement of the Common Elements; and expenses of management and administration of the Association;

(b) expenses declared Common Expenses by provisions of this Declaration or by the Articles of Incorporation or By-Laws of the Association; and

(c) any other valid charge against the Condominium Property as a whole.

(d) any expense deemed a Common Expense by the Condominium Act.

2.5 Common Surplus means the amount by which all receipts of the Association exceed the amount of the Common Expenses.

2.6 Condominium Parcel means a Unit together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit. The word "Suite" and "Unit" are synonymous

2.7 Condominium Property. The Condominium Property means the land described in paragraph 1.3 above, together with all improvements constructed thereon and all easements appurtenant thereto.

2.8 Developer means Port Orange Investors, LLC, a Florida Limited Liability Company and any person or entity to which it may assign its' respective rights, or who may succeed to the respective rights by operation of law.

2.9 Institutional Mortgage means a mortgage executed and delivered to a State or Federal bank, state or federal savings and loan association, credit union, business trust or insurance company, or any other person, firm or corporation acting as a lender, authorized to transact business in Florida, creating a mortgage lien on any Suite and its appurtenances.

2.10 Unit means a part of the Condominium Property which is subject to private ownership. The Condominium shall contain two (2) Units (referred to herein as "Units"), identified as Unit A and Unit B. Units may be further subdivided or combined only by Developer and at Developers option; provided Developer complies with all governmental regulations and zoning requirements and provided further that an Amendment to this Declaration is prepared and recorded reflecting the subdivision. Incident to any such subdivision, the Developer may add common element property previously located within the subdivided Units deemed necessary by Developer. No approval from any other Unit Owner or the Association is required provided the change does not add to, or subtract from, the size of that Unit Owner's Unit.

2.11 Unit Owner means any person, persons, corporation, partnership, trust or other entity which holds fee simple title to any Unit. The terms "Suite Owner" and "Unit Owner" are intended to be interchangeable.

2.12 Voting Member means that Unit Owner (or officer or managing member of a corporate Unit Owner or partner in a partnership owning a Unit or Trustee of a Trust or any other person or entity property designated) designated by the owners of a majority interest in a single Unit to cast the one vote appurtenant to such Unit.

ARTICLE III

CONDOMINIUM SUBJECT TO RESTRICTIONS, EASEMENTS, AND LIMITATIONS

3.1 The Units and Common Elements shall be, and the same are hereby declared to be subject to, the restrictions, easements, conditions, and covenants described and established herein, covering the use of the Units and Common Elements, and setting forth the obligations and responsibilities incident to the ownership of each Unit, and its appurtenant undivided interest in the Common Elements.

ARTICLE IV

CONDOMINIUM DOCUMENTS AND UNIT LOCATION AND BOUNDARIES

4.1 Condominium Documents. This Declaration sets forth the nature of the property rights in the Condominium and the covenants running with the land which govern those rights. This Declaration includes the following attached Exhibits:

A. Exhibit A, contains the survey and site plan of the Condominium Property showing easements appurtenant thereto and a graphic description of Unit A and Unit B, together with a legal description of the Units and other survey matters. Exhibit A also contains the certificate of a Professional Land Surveyor authorized to practice in the State of Florida certifying that the Units are substantially complete in accordance with and as depicted by Exhibit A.

B. Exhibit B is the Articles of Incorporation of the Association.

C. Exhibit C is the By-Laws of the Association.

D. Exhibit D is a schedule of independent exhibits numbered one (1) through seven (7) which relate to property restrictions and easements.

4.2 Unit Location and Numbering. The Condominium Property shall include two (2) Units respectively identified as Unit A and Unit B and located as shown on Composite Exhibit A. The identifying number for each Unit is also the identifying number for the Condominium Parcel.

4.3 Boundaries. The boundaries of each Unit shall be as follows:

(a) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be the legal description provided in Composite Exhibit A, attached hereto.

(b) Lower Boundary. The lower boundary of each Unit has no limit.

(c) Upper Boundary. The upper boundary of each Unit has no limit.

4.4 Alteration of Units.

(a) Interior. Any Unit Owner may, without any prior consent, develop, construct, improve, remodel, alter, relocate or remove any portion of a Unit within the Unit boundaries. Boundaries between Units may not be relocated other than as described in 2.10 above. Alteration of the perimetrical boundaries of any Unit shall be evidenced by an amendment to the Declaration of Condominium executed by the Developer (and if the Developer is not

authorized to unilaterally amend the Unit by all affected Unit Owners and by all holders of mortgages encumbering affected Units) with the formality of a deed, which amendment shall include a survey and site plan showing the boundary changes certified by a licensed Florida land surveyor. Upon any relocation of boundaries, the percentage of Common Elements, Common Surplus and Common Expense appurtenant to each Unit shall be that proportion which the area of such Unit bears to the total areas of all Units.

(b) Exterior. No development, construction, alteration, improvement or repair to the common elements shall be permitted unless the owners of all Units located upon the Condominium Property agree to said alteration except as provided in paragraphs 2.10, 4.7, 4.8, 6.1(c), 6.1(d), 6.1(e) and 6.1(f) (hereafter "Developer Permitted Improvements"). Any such alteration of the Common Elements shall be evidenced by an Amendment to the Declaration of Condominium as provided in paragraph 4.4(a) above, and executed by the appropriate Unit Owners and/or Developer.

4.5 Appurtenances. The ownership of each Unit shall include, and there shall pass with each Unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit owner in the Condominium Property, which shall include, but not be limited to:

(a) Common Elements and Liability for Common Expenses. The Common Elements comprise any portion of the Condominium Property other than individual Units. The right to use the Common Elements in common with the other Unit Owners is granted to all Unit Owners. Each Unit Owner shall own an undivided share of the Common Elements of the Condominium and of the Common Surplus of the Condominium and shall bear a proportionate share of the Common Expenses for operation and maintenance of the Condominium. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit is based on the square footage of a Unit and is designated and set forth in Exhibit A-4 attached hereto. The proportionate share of the Common Expenses for each Unit shall be identical to the undivided share of each Unit Owner in the Common Elements. The aforementioned percentages of Common Elements, Common Surplus and Common Expenses shall be appurtenant to each Unit.

(b) Association Membership. Each Unit Owner shall be a member of the Association. On all matters upon which the membership shall be entitled to vote, there shall be one (1) vote appurtenant to each Unit.

4.6 Easements: The following easements are expressly provided for and reserved, to-wit:

(a) Every Unit shall be subject to the following easements:

(1) An easement for vehicular and pedestrian, access, ingress and egress shall exist over all paved areas designed to accommodate said matters within a Unit.

(2) An easement for the location, maintenance, repair and improvement of wiring, plumbing, sewer, water, communications and all other utilities serving a Unit is reserved through all Units. This easement shall be for the benefit of the Association and any other Unit Owner or occupant whose utilities require such easements.

(3) An Easement in favor of the Association, its employees, agents and independent contractors, or an affected Unit Owner, to install or make necessary repairs to, or replacements of utility and/or communication services, plumbing, wiring or any other such services upon any portion of the Common Elements or a Unit and to perform all obligations and duties of the Association.

(4) An Easement for the flow of surface water and storm water drainage, above and below ground.

(b) All Unit Owners shall have as an appurtenance to their Unit a perpetual easement for ingress to, and egress from, their Units over walks, parking areas, driveways and other Common Elements from and to the public streets adjoining the Condominium, and to the use and enjoyment of all Common Elements (including, but not limited to, utilities, and all access, ingress and egress areas as they now exist or hereafter may exist) located in or upon the Units or Common Elements, subject to such rules and regulations as the Association may adopt from time to time. Any easements or use rights in favor of the Condominium property shall inure to the benefit of The Association and all Unit Owners. Further, the Condominium Property shall be subject to, and all Unit Owners shall have an easement for, those express easements identified on Schedule of Easements included within Exhibit A.

(c) All property submitted to condominium ownership by this Declaration and any amendment thereto shall be subject to a perpetual easement for encroachments which now exist or may hereafter exist resulting from survey inconsistencies, settlement or movement of any building, or and other encroachment, and said encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachment no longer exists.

(d) That part of the Condominium Parcels used to widen Nova Road per composite Schedule A.

(e) Cross Easement in favor of both Condominium Parcels providing access, ingress, egress, public utilities, communication services and above and below ground storm water management over and upon the real property described in Schedule D-2.

4.7 Modifications of Water/Sewer Service. Upon recording of this Declaration, Developer has paid all expenses necessary to connect to City of Port Orange Water and Sewer Service. Developer will make every reasonable effort to retain the City of Port Orange as the water and sewer service provider. However, if Developer is required to convert water and sewer service from the City of Port Orange to another provider; then Developer will cause said conversion to occur at no cost or expense to a Unit Owner. Developer will pay or cause others on Developer's behalf (but not a Unit Owner or the Association) to pay any water/sewer conversion expenses. Likewise, any refunds or payments resulting from water/sewer conversion from any source whatsoever shall be paid only to Developer and no Unit Owner or the Association shall be entitled to all or any portion of said water/sewer conversion refunds or payments. Unit Owners shall be responsible to pay water/sewer service fees and expenses, for monthly service and deposits regardless of the provider. Unit Owners and the Association agree to cooperate with Developer in all respects if conversion of water/sewer service is required.

4.8 Development Plan: There is no plan to expand the Condominium Property.

ARTICLE V

WAIVER OF PARTITION

5.1 Any undivided interest in the Common Elements is declared to be appurtenant to each Unit, and such undivided interest shall not be conveyed separately from the Unit, and such interest shall be deemed conveyed, devised, encumbered, or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

5.2 Developer hereby, and each subsequent owner of any interest in a Unit and in the Common Elements, by acceptance of any instrument transferring an interest, waives the right of partition of any interest in the Common Elements under the laws of the State of Florida as it exists now or hereafter until this Condominium is terminated according to the provisions hereof of by law.

ARTICLE VI

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property and restrictions upon

the alteration and improvements thereof shall be as follows:

6.1 Common Elements.

(a) By The Association. The maintenance, repair and operation of the Common Elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense. Easements in favor of the Condominium Property shall be deemed Common Elements and all expenses of maintenance shall be Common Expense.

(b) Improvement. Except for Developer Permitted Improvements, there shall be no further improvement of the real property included in the Common Elements without prior approval in writing of all of the Unit Owners. The cost of such work, (other than Developer Permitted Improvements) shall not be assessed against any institutional mortgagee that acquires its title as a result of owning a mortgage upon a Unit, unless such mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by foreclosure proceedings or be deed in lieu of foreclosure. The share of any cost not so assessed shall be assessed to the other Unit Owners. There shall be no change in the shares and rights of Unit Owners in the Common Elements or Common Surplus after any authorized improvements, whether or not the other Unit Owners contribute to the cost of such alteration or improvements.

(c) Parking Lot and Driveway Improvements. All parking areas, driveways, sidewalks and other vehicular or pedestrian access or parking areas shall be maintained by the Unit Owner and may be improved or expanded by the Unit Owner. No modification to any driveway, sidewalk or other pedestrian or vehicular access area is permitted that would adversely affect any other Unit Owner.

(d) Utility Service. All utility services may be expanded or supplemented by a Unit Owner. No Unit Owner may impede or disrupt utility or communication services to the other Unit Owners.

(e) Signs. The Developer shall promulgate all rules and regulations regarding exterior signs, both freestanding and signage on Units. All signs, including colors and styles, must be approved by Developer. All rules regarding signs must comply with applicable zoning ordinances. After the Developer has sold all units, the Association has the authority to petition the City of Port Orange and request a variance or such other relief as the Association may be advised for the purpose of securing additional Unit identification signs or free standing signs; provided however, no additional signage shall modify or restrict the signage initially installed by the Developer without the written consent of the Unit Owner so affected. All expenses associated with any free standing signs shall be paid by the Unit Owner benefitting from the sign. All expenses associated with the Unit identification signs on a Unit shall be paid by the individual Unit owners which expense shall be attributable exclusively to

the Unit owner and shall not be a common expense. Signage that presently exists for Unit B (depicted on Composite Exhibit A) cannot be modified or changed, in any manner whatsoever (size, color, design, etc.) without the express written consent of the Association and all Unit Owners, unless approved by the City of Port Orange in which case no Association or other unit owner approval is required. No portion of the existing sign used by Unit B may be used for Unit A.

(f) Future Development. Developer may construct Developer Permitted Improvements on Unit A. Regarding Developer Permitted Improvements, Developer reserves the following rights:

(1) To construct and develop within any Unit owned by Developer provided all necessary governmental permits and approvals are received.

(2) To adjust, alter, modify, relocate or supplement any road signage, directional signage, location signage, development signage or any other signage provided all necessary governmental permits and approvals are received.

(3) To adjust, alter, modify, relocate or supplement any roadways, driveways, parking areas, utilities, and any other infrastructure improvements, either within the Condominium Parcel or for the purpose of connecting to other parcels not within the condominium, provided all necessary governmental permits and approvals are received.

(4) To add common element property to Unit A as Developer may determine.

All costs associated with the alteration of any common elements as a result of this paragraph 6.1(f) shall be paid by Developer.

6.2 Units.

(a) By The Association. The Association shall maintain, repair and replace as a Common Expense of the Association:

(1) All portions of the dumpster area as depicted on the attached Exhibits.

(2) All portions of the entranceway from Nova Road as depicted on the attached Exhibits.

(3) Any conduits, plumbing, wiring and other facilities for the furnishing of utility services contained within a Unit that service part or parts of the Condominium other than the Unit within which such facilities are contained.

(4) All incidental damage caused to a Unit by reason of the

maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(5) The following specific items which are appurtenant to Units and are illustrative, but not all inclusive, shall be the expense of the Association as follows:

All maintenance and repair of the dumpster area and enclosure; all parking locations and traffic signs; to the extent they are used in common by the Unit Owners the Common Element electric bill, any fees assessed to the Association; the reuse water system; all water/sewer/drainage pipes in the common area; all apparatus necessary for plant and lawn irrigation; and the water and sewer charge for the individual Units.

(b) By the Unit Owner. The responsibility of the Unit owner shall include, but not be limited to:

(1) To maintain, repair and replace at owner's sole cost, all improvements, within or on the Unit, including, but not limited to all structures, paving, landscaping and all fixtures, mechanical, electrical and plumbing equipment, such as heating and air conditioning equipment, exterior utility facilities referred to in Section 6.2(a)(3) hereof, water heaters, appliances, utility connections, and any other item of equipment servicing only such owner's Unit. Unit Owners shall also be responsible for the maintenance, repair, and replacement of all interior components of all structures located on a Unit, including wall, floor and ceiling surfaces or coverings, and all other portions of such owner's Unit.

(2) Not to enclose, impede, alter or change the connecting driveways and access ways on any portion of the exterior of any building on a Units.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(4) To pay for the repair, replacement or maintenance occasioned by owner's negligence as more fully set forth in Section 15.2 hereof.

(5) To pay all fees assessed by the Association.

6.3 Management and Maintenance. The Association may enter into a contract with any firm, person, or corporation for the maintenance, repair and management of the Condominium Property. Such services shall be provided on a basis and in such manner as the Board of Directors of the Association deem it advisable. The cost and expense of such services incurred by the Association shall be a Common Expense of the Condominium and must be reasonable. The initial management contract shall be between the Association and the Developer and must be reasonable. The Developer shall have the right (at Developer's option) to renew the management contract on the same terms, annually, until Developer has sold all units.

6.4 Management and Maintenance by Master Association. There is no master association other than the Condominium Association.

ARTICLE VII

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

7.1 In order to provide for the efficient and effective administration of the Condominium by the Unit Owners, a non-profit corporation known as 3800 Nova Road Condominium Association, Inc. shall be organized as a Florida not-for-profit corporation, and said Association shall administer the operation and management of the Condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions, and conditions of this Declaration, and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of said Articles of Incorporation and By-Laws setting forth voting rights and other pertinent matters are attached hereto and expressly made a part hereof as Exhibits B and C respectively. The owner or owners of each Unit shall automatically become members of the Association upon his, their, or its acquisition of an ownership interest in the title to any Unit, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of title to such Unit, regardless of the means by which such ownership may be divested.

7.2 No person, firm or corporation holding any liens, mortgages or other encumbrances to any Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association or to any of the rights, privileges, or duties of such membership provided, however, that nothing herein shall be construed as prohibiting the membership in the Association of an institutional mortgagee which acquires title to a Unit either by foreclosure or by voluntary conveyance from the mortgagor or its successor.

7.3 In the administration, operation and management of the Condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided for Common Expenses, and to adopt, promulgate and enforce such rules and regulations governing the use of the Units and Common Elements as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

7.4 The Association shall have the power to grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium.

7.5 The Association shall be subject to, and shall defer to any management and maintenance services provided by Unit Owners as provided herein.

ARTICLE VIII

USE RESTRICTIONS

8.1 Rental. There are no restrictions regarding rentals. All Tenants must comply with all governmental regulations. The Association shall have the authority to enforce governmental regulations if the governmental agency Fails to do so.

8.2 Use of Common Elements. The use of Common Elements by the owner or owners of all Units and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established by the Association. See paragraph 17.1.2 for additional restrictions regarding leased units.

8.3 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any Unit, or of the Common Elements, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed. No owner of any Unit shall permit or suffer anything to be done or kept in his Unit, or on the Common Elements which will obstruct or interfere with the rights of other Unit Owners or occupants or annoy them by unreasonable noises, nor shall any owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a Unit, which interferes with the peaceful possession and proper use of any other Unit or the Common Elements.

8.4 Prohibited Uses. No Unit shall be used for any of the following: (a) the storage or other disposition of flammable products or any other use that would increase any insurance premiums for insurance coverage paid by the Association or a unit owner insuring the property or (b) any activity not permitted by zoning.

8.5 Parking and Driveways. No trucks or other commercial vehicles, (except pick-up trucks or SUV's equal or less than one (1) ton) boats, house trailers, boat trailers, mobile homes, campers, or trailers of any description shall be parked in any surface parking space or driveways except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and such other services as may be necessary. All driveways and vehicular and pedestrian access ways must remain open and unimpeded at all times. This shall not apply to any parking areas in the rear of the buildings on Unit A or Unit B.

ARTICLE IX

REGISTRY

9.1 Registry. The Association shall at all times maintain a Register setting forth the names of the owners of all of the Units, and in the event of sale or transfer of any Unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Unit. The holder of any mortgage of mortgages upon any Unit may notify the Association of the existence of any mortgage of mortgages held by such party on any Unit and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

ARTICLE X

INSURANCE

Insurance shall be carried upon the Condominium property as follows:

10.1 Authority to Purchase.

(a) Association. All insurance policies upon the Condominium Property shall be purchased by the Association (unless certain policies are purchased by Unit Owners in accordance with subparagraph (b) below) for the benefit of the Association, and in the case of insurance covering damage to buildings and its appurtenances, also for the benefit of Unit Owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit Owners. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, interior Unit, contents, personal property or redecorating of any Unit Owner.

(b) Unit Owner. The Association may determine that the Unit Owners are required to provide insurance coverage for their individual units. If insurance is provided by the Unit Owners, then the Association shall only be responsible for insurance regarding the Common Elements and liability coverage. If Unit Owners provide their own coverage for the units, the following section will only apply to Common Elements and liability coverage.

10.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal

property included in the Common Elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

(b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner, where available.

(c) Workers' Compensation Policy. To meet the requirements of law.

(d) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

10.3 Premiums. Premiums for insurance shall be a Common Expense and shall be paid by the Association.

10.4 Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to the Association.

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in undivided shares for each Unit Owner of the Condominium, each owner's share being the same as his undivided share in the Common Elements appurtenant to his Unit.

(b) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When the damaged building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored, for the owners of Units in such building and their respective mortgagees, in undivided shares being the same as the

owners' shares in the Common Elements appurtenant to their respective Units.

(c) **Mortgagees.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, other than as specifically provided in Section 11.1(b) below. No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except a distribution of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of Section 10.5 hereof.

10.5 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(b) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

10.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each owner of any other interest in the Condominium Property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each Unit Owner upon payment of a claim.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to Reconstruct or Repair. If any part of the Condominium Property covered by insurance procured by the Association shall be damaged by casualty,

whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Elements. If the damaged improvement is a Common Element, the same shall be reconstructed or repaired unless the damaged Common Element is within the building in which the Units are located (the "Condominium Building") and damages to the Condominium Building extend to one or more of the Units in which case the provisions relative to reconstruction and repair of the Condominium improvements provided in paragraph 11.1(b) hereof shall apply.

(b) Condominium Improvements.

1) Partial Destruction. If there is a damage to the Common Elements such that in the judgement of a majority of the Board of Directors will not require repair and reconstruction costs in excess of 80% of total replacement cost of all Condominium improvements exclusive of excavation and foundation cost, then the improvements shall be reconstructed and repaired unless owners of all the Units and all holders of first mortgages on the Units agree in writing that the same shall not be repaired, in which case the provisions for termination in 11.2 below shall apply.

2) Total Destruction. If the Common Elements are so seriously damaged that the cost of repair will, in the judgement of a majority of the Board of Directors, exceed 80% of total replacement cost exclusive of excavation and foundation cost, then the Condominium Building shall not be reconstructed or repaired unless all of the Unit Owners and all mortgagees holding first mortgages on the Units shall, within 90 days after casualty, agree in writing that the same shall be reconstructed and repaired.

11.2 Non-reconstruction to Terminate Condominium Status. Upon a termination, all of the Unit Owners shall become tenants in common as to the real property comprising the Common Elements. Each Unit Owner shall have that percentage interest equal to that Unit's appurtenant interest in the Common Elements. The lien of any mortgage or other encumbrance upon a Unit shall attach in the same order of priority to the encumbered Unit Owner's undivided interest in the property and improvements and in the insurance proceeds.

Upon termination, the Association shall distribute the proceeds of any policy or policies of casualty insurance received on account of the damage to the Unit Owners therein and their mortgagees, as their respective interests may appear. The share of insurance proceeds to be allocated to each Unit shall be that fractional interest equal to such Unit's appurtenant interest in the Common Elements.

11.3 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Common Elements and improvements; or if not, then according to plans and specifications approved by all of the Unit

Owners which approvals shall not be unreasonably withheld.

11.4 Responsibility. If the damage is only to those parts of Units for which the responsibility of maintenance and repair is that of the Unit Owners, then the owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.5 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

11.6 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, insufficient amounts to provide funds for the payment of such costs. Such assessments against owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the owners' shares in the Common Elements.

11.7 Reconstruction Funds. Reconstruction funds, which shall consist of the proceeds of insurance held by the Association and funds collected by the Association from assessments against Unit Owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner, shall be paid by the Association to the Unit Owner, or if there is a mortgage endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(b) Association - Minor Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(c) Association - Major Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an

architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to all owners who have paid assessments pursuant to Section 11.6 hereof in proportion to such assessments, up to the full amount of said assessments. If funds remain after full refund of all such assessments, such funds shall be distributed ratably to each Unit Owner, with remittance to an owner of a mortgaged Unit being payable jointly to such owner and his mortgagee.

ARTICLE XII

ASSESSMENTS, LIABILITY, LIEN AND ENFORCEMENT

The Association is given the authority to administer the operation and management of the Condominium. To provide the funds necessary for such operation and management, the Association has the right to make, levy and collect assessments against all Units and the owners of all Units. The making and collection of assessments for common Expenses shall be pursuant to the By-Laws of the Association and the following provisions:

12.1 Uniform Assessments. Common Expenses and assessments shall be allocated among the Units in accordance with Section 4.5 hereof.

12.2 Payments. The assessment shall be paid as provided in the Association's By-Laws. Assessments not paid within fifteen (15) days after the day when the same shall become due shall be subject to a five percent (5%) late charge to cover the administrative costs incurred in handling delinquent payments and shall bear interest until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to late charges, then interest and then to the assessment.

12.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments and for interest thereon which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Volusia County, Florida, of a claim of lien stating the description of the Unit, the name of the record title owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to

a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the Unit shall be required to pay a reasonable rental for the Unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgement for unpaid assessments without waiving the lien securing the same. Where the holder of an institutional mortgage obtains title to the Unit as a result of the foreclosure of such mortgage, or a conveyance in lieu of foreclosure of such mortgage, such mortgage holder, its successors and assigns, shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title in the manner above provided. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners including such mortgage holder, its successors and assigns. The prior owner or owners of the Unit shall remain personally liable for such unpaid assessments.

ARTICLE XIII

TERMINATION

13.1 Except as provided in Article XI, this Declaration and plan of condominium ownership may only be terminated by the unanimous consent of all of the Unit Owners in the Condominium, and all of the parties holding mortgages, liens or encumbrances against said Units, in which event, the termination of the Condominium shall be in accordance with such plan as may then be adopted by said owners and parties holding any mortgages, liens and encumbrances. Such election to terminate this Declaration of Condominium and the plan of Condominium ownership established herein shall be executed in writing by all of the afore named parties, and such instrument shall be recorded in the Public Records of Volusia County, Florida.

ARTICLE XIV

AMENDMENT OF DECLARATION OF CONDOMINIUM

Subject to the provisions hereinafter set forth, this Declaration of Condominium, Articles of Incorporation and By Laws may be amended in the following manner:

14.1 Articles of Incorporation and By-Laws. Said documents may be amended in accordance with the respective provisions for amendment contained therein, and such amendment shall constitute an amendment to the Exhibits to this Declaration, without the necessity for compliance with the provisions of Section 14.2 hereof, provided however that, in the event that an amendment of the Articles of Incorporation or By-Laws is inconsistent with any provision of this Declaration, (other than the Exhibit being amended) , then the

Declaration shall govern, and the amendment shall be ineffective until adopted or ratified in the manner hereinafter set forth.

14.2 Declaration.

(a) Amendment Required by Developer or Institutional Lenders. Developer reserves the right to amend this Declaration or any exhibit thereto (a) as Developer may deem appropriate or (b) to meet the requirements of any institutional lender which has committed to the making of a mortgage loan on the Condominium or any Unit therein. Such amendment shall not require the approval, consent or joinder of the Association, any Unit Owner, mortgage holder or other person or entity, unless such amendment shall alter the percentage of Common Elements and Common Surplus appurtenant to any Unit not owned by Developer or the share of Common Expense to be borne by any Unit not owned by Developer, or the square footage of any unit not owned by Developer in which case written consent shall be required from all owners and mortgagees of any Units whose percentages, shares or square footage would be altered.

(b) All Other Amendments. An amendment or amendments to this Declaration of Condominium other than as set forth above may be made by recording such amendment duly executed with the formality of a deed by all Unit Owners and the record holders of all mortgages on all Units, or such amendment may be proposed by the Board of Directors of the Association acting upon a vote of the majority of Directors, or by any two (2) or more Unit Owners whether at a member's meeting or by instrument in writing signed by such Unit Owner. Such a proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than fourteen (14) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of the Association, postage prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of seventy five percent (75%) of the record owners of the Units in order for such amendments of this Declaration of Condominium shall be transcribed and certified by the Secretary or Assistant Secretary of the Association as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the Public Records of Volusia County, Florida, forthwith. Thereafter, a copy

of said amendment or amendments in the form in which the same were placed of recorded by the officers of the Association shall be delivered to all of the owners of all Units, but delivery of a copy thereof shall not be condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized is such member is not in attendance at such meeting or represented thereat by proxy.

(c) In the alternative, an amendment may be made to this Declaration by written agreement executed and acknowledged by the record owner of each Unit in the manner required for execution of a deed, and recorded in the Public Records of Volusia County, Florida.

PROVIDED HOWEVER, THAT:

(a) The percentage of ownership of Common Elements appurtenant to any Unit, or in any Unit's share of the common Expenses and Surplus shall not be altered, amended or modified without the written consent of the owners and mortgagees of all Units in the Condominium whose percentages would be altered.

(b) No alteration, amendment or modification shall be made in the rights and privileges of mortgagees; including specifically, but not by way of limitation, those contained in Article X (Insurance) or Article XII (Assessments) or this Article without the consent of all mortgagees.

ARTICLE XV

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Unit shall be governed by and shall comply with the provisions of this Declaration, and the Articles of Incorporation and By-Laws of the Association, and such Rules and Regulations as may be adopted from time to time. A default by the owner or owners of any Unit shall entitle the Association or the owner or owners of any other Unit to the following relief:

15.1 Grounds for Relief. Failure to comply with any of the terms of this Declaration or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien of any combination thereof, or any other action at law of equity and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a Unit.

15.2 Negligence. The owner or owners of each Unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of his invites, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

15.3 Attorney's Fees. In a proceeding arising because of an alleged default hereunder by any Unit Owner or the Association, the prevailing party shall be entitled to recover the costs of the proceedings, and such party's reasonable attorney's fees as may be determined by the Court.

15.4 No Waiver. The failure of the Developer, or of the Association, or of any Unit Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above mentioned documents shall not constitute a waiver of the right of the Developer, the Association or the owner to enforce such right, provision, covenant or condition in the future.

15.5 Cumulative Remedies. All rights, remedies and privileges granted to the Association or the owner or owners of a Unit pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, not shall, it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be available to such party at law or in equity.

ARTICLE XVI

RIGHTS OF DEVELOPER ASSIGNABLE

16.1 All rights in favor of the Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are fully assignable, in whole, or in part by the Developer and may be exercised by the nominee of the Developer and/or exercised by any person designated by the Developer to succeed to such right or rights and by any person or entity becoming a successor to the Developer by operation of law.

ARTICLE XVII

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

17.1 All present of future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium, and all documents appurtenant hereto and incorporated herein and the mere acquisition or rental of any Unit, or the mere act of occupancy of any Unit shall signify that the provisions of this Declaration of Condominium and such documents are accepted and ratified in all respects.

ARTICLE XVIII

LEASE, CONVEYANCE, DISPOSITION

There are no restrictions on the lease, conveyance or disposition of a Unit.

ARTICLE XIX

SEVERABILITY

In the event that any of the terms, provisions of covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

IN WITNESS WHEREOF, Port Orange Investors, LLC, a Florida Limited Liability Company, has caused these presents to be executed this 25th day of October, 2012.

Signed, sealed and delivered in our presence:

PORT ORANGE INVESTORS,
LLC, a Florida limited liability
company

[Signature]
(First Witness)

By: [Signature]
Paul F. Holub, Jr., Manager

Jeffrey I. Sweet
(Printed/typed name)

Penny K. Every
(Second Witness)

Penny K. Every
(Printed/typed name)

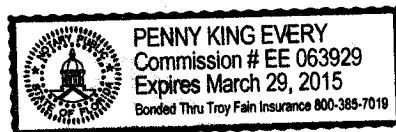
STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of October, 2012 by Paul F. Holub, Jr., as the Manager of Port Orange Investors, LLC, a Florida limited liability company, who is ☐ personally known to me or ☐ has produced a driver's license as identification and who ☐ did ☐ did not take an oath.

[Signature]
NOTARY PUBLIC

My Commission Expires:
SEAL:



JOINDER AND CONSENT OF MORTGAGEE

Intracoastal Bank, a banking corporation ("Mortgagee"), the owner and holder of that certain Mortgage Deed and Security Agreement dated April 29, 2011, and Assignment of Rents, Leases and Profits of even date therewith, and UCC Financing Statement, which Mortgage, Assignment of Rents and UCC Financing Statement are recorded in Official Records Book 6590, Page 3757, Official Records Book 6590, Page 3779, and Official Records Book 6590, Page 3782, respectively, of the Public Records of Volusia County, Florida, and encumber the land and improvements being submitted to condominium ownership in the foregoing Declaration of Condominium of 3800 NOVA ROAD, a Condominium, hereby consents to and joins in said Declaration of Condominium pursuant to Section 718.104(3) of the Florida Statutes. Mortgagee hereby reserves all of its rights and remedies as granted under said Mortgage Deed and Security Agreement, Assignment of Rents and UCC Financing Statement, as modified, encumbering lands and improvements submitted to condominium ownership in said Declaration of Condominium.

IN WITNESS WHEREOF, Mortgagee has caused there presents to be signed in its corporate name and its corporate seal to be affixed this 25 day of October, 2012.

By: 
L. J. McDermott, V.P.

"CORPORATE SEAL"

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of October, 2012, by L. J. McDermott as Vice Pres. of Intracoastal Bank.


Notary Public

My Commission Expires:



A-1

SURVEY, PLAT AND SITE PLAN

Dec 31

LEGAL DESCRIPTION

Lot 1, Myers / Smith Commercial Subdivision, as per Map Recorded in Map Book 39, Page 164, of the Public Records of Volusia County, Florida, less and except that part taken by the Florida Department of Transportation in that Order of Taking as Recorded in Official Records Book 3890, Page 3482, of the Public Records of Volusia County, Florida.

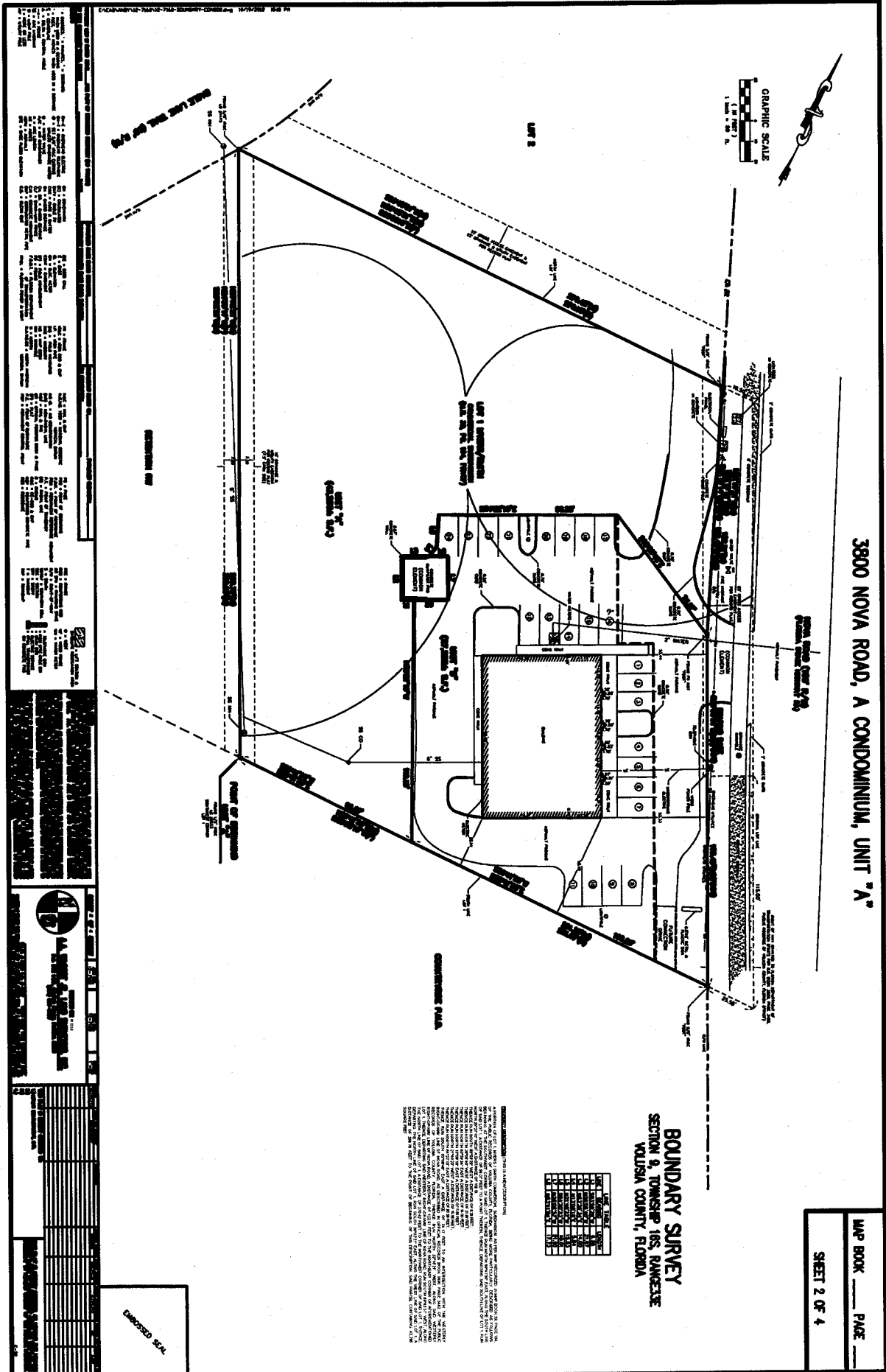
Together with and subject to all of the rights, title and interest created by that certain Non-Exclusive Cross-Access Easement Agreement recorded January 12, 2001, in Official Record Book 4634, page 387, Public Records of Volusia County, Florida.

Together with and subject to all of the rights, title and interest created by the Condominium Plats recorded at Map Book 56, Page 19, Public Records of Volusia County, Florida.

MAP BOOK _____ PAGE _____

SHEET 1 OF 4





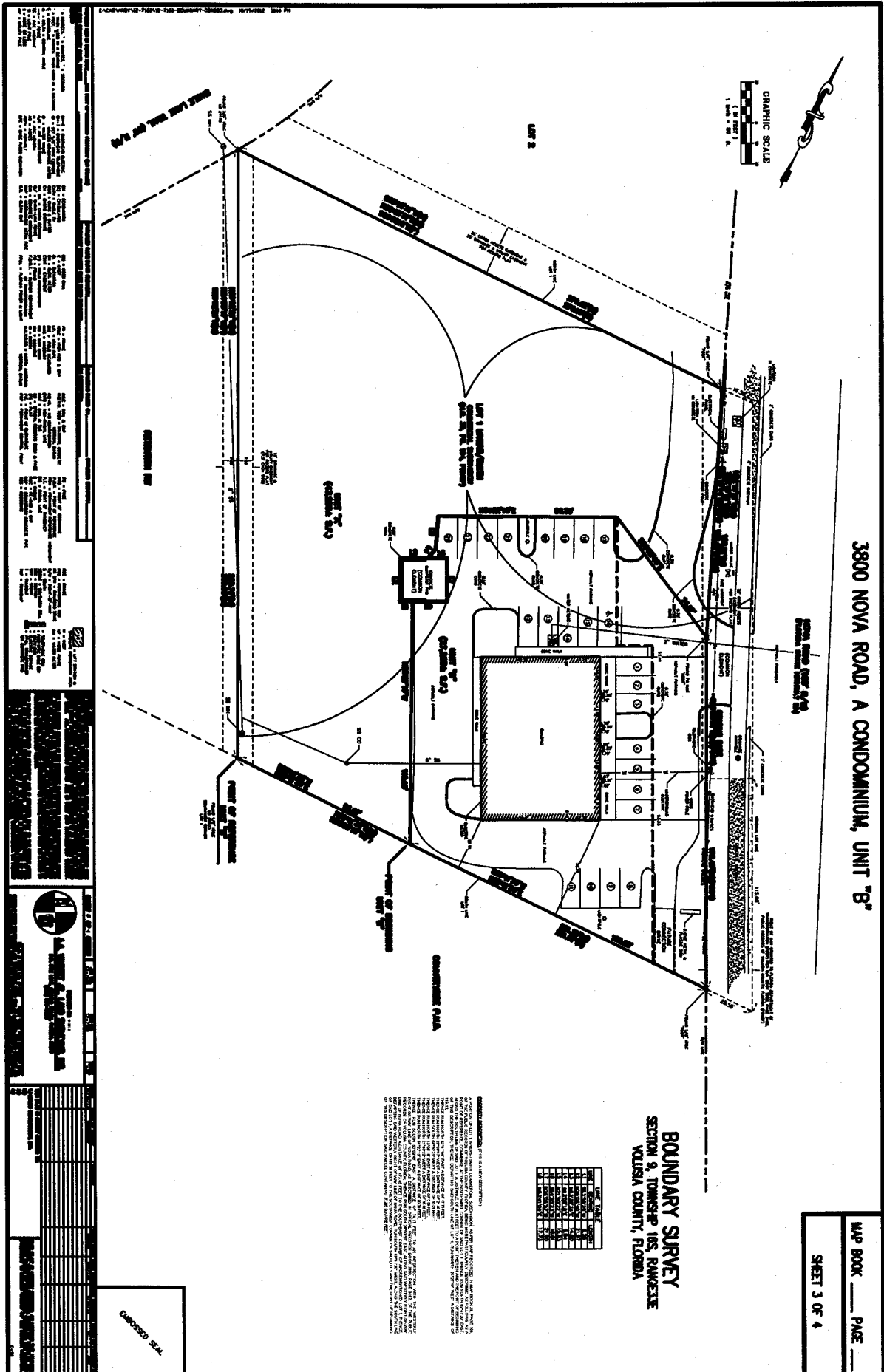


EXHIBIT " "

3800 NOVA ROAD, A CONDOMINIUM
COMMON ELEMENT, DUMPSTER PAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°59'29"W	6.28
L2	N26°06'40"W	21.97
L3	N63°39'34"E	14.00
L4	N64°20'23"E	10.01
L5	S26°06'57"E	21.90
L6	S63°41'04"W	17.73

LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

COMMON ELEMENT
DUMPSTER EASEMENT

UNIT "A"

POINT OF BEGINNING

UNIT "B"

N89°41'30"E 96.07'

POINT OF COMMENCEMENT

SW CORNER LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 1 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
1-CEDUMPSTER-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056

L.B. # 4267 R.L.S. # 2620

GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE
FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR
OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN
LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION
OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.

THE TERM CERTIFIED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION
OF THIS SURVEYOR AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND
BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR
IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL
NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY
THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO
FORMULATE THIS SURVEYOR'S OPINION.



LEGEND

* = DEGREES, ' = MINUTES, " = SECONDS:
 WHEN USED IN A BEARING
 ° = FEET, " = INCHES: WHEN USED IN A DISTANCE
 C = CENTERLINE
 Δ = DELTA = CENTRAL ANGLE
 -x- = FENCE
 ◇ = FIRE HYDRANT
 ☆ = LIGHT POLE
 ± = MORE OR LESS
 ⚡ = UTILITY POLE
 OH-E = OVERHEAD ELECTRIC
 OH-T = OVERHEAD TELEPHONE
 ⊙ = SET 5/8" IR&C (#2620)
 UNLESS OTHERWISE NOTED
 ⊗ = WATER VALVE
 A/C = AIR CONDITIONER
 E = EAST
 A = ARC LENGTH
 AC = ACRES
 ASPH = ASPHALT
 BFE = BASE FLOOD ELEVATION

BM = BENCHMARK
 (C) = CALCULATED
 CATV = CABLE TV
 C&G = CURB & GUTTER
 CH = CHORD DISTANCE
 CH. BR. = CHORD BEARING
 CLF = CHAIN-LINK FENCE
 C.M. = CONCRETE MONUMENT
 CMP = CORRUGATED METAL PIPE
 C.O. = CLEAN OUT
 (D) = DEED CALL
 EL = ELEVATION
 EM = ELEC. METER
 ESMT = EASEMENT
 (F) = FIELD MEASUREMENT
 FD = FOUND
 F.D.O.T. = FLORIDA DEPARTMENT
 OF TRANSPORTATION
 FP&L = FLORIDA POWER & LIGHT
 FR = FRAME
 IR&C = IRON ROD & CAP

I.P. = IRON PIPE
 (M) = FIELD MEASURED
 MAS = MASONRY
 MB = MAP BOOK
 MH = MANHOLE
 N = NORTH
 N.A.V.D.88 = NORTH AMERICAN
 VERTICAL DATUM
 N&C = NAIL & CAP
 N.G.V.D. 1929 = NATIONAL GEODETIC
 VERTICAL DATUM
 NO ID. = NO IDENTIFICATION
 (NR) = NON-RADIAL LINE
 N&T = NAIL & TAB
 OR = OFFICIAL RECORDS BOOK & PAGE
 (P) = PLAT
 P.C. = POINT OF CURVATURE
 PCP = PERMANENT CONTROL
 PG = PAGE
 POB = POINT OF BEGINNING
 P.O.R. = POINT OF REFERENCE

PRM = PERMANENT REFERENCE MONUMENT
 P.T. = POINT OF TANGENCY
 (R) = RADIAL LINE
 R = RADIUS
 R&C = RE-ROD & CAP
 RCP = REINFORCED CONCRETE PIPE
 RES = RESIDENCE
 RGE = RANGE
 ROD = REINFORCING ROD
 RR SPK = RAILROAD SPIKE
 R/W = RIGHT-OF-WAY
 S = SOUTH
 SBT&T = SOUTHERN BELL
 SEC = SECTION
 STY = STORY
 T = TANGENT
 TWP = TOWNSHIP
 W = WEST
 WM = WATER METER

PROPERTY LIES IN FLOOD ZONE _____ PER PLOT OF DESCRIBED PROPERTY (AS SCALED) _____ PUBLISHED BASE FLOOD ELEVATION _____
 ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____ COMMUNITY ESTIMATED BASE FLOOD ELEVATION _____ ELEVATIONS BASED ON _____ PUBLISHED ELEVATION _____
 BM DESCRIPTION _____

EXHIBIT " "

3800 NOVA ROAD, A CONDOMINIUM
 COMMON ELEMENT, DUMPSTER PAD

PROPERTY DESCRIPTION (THIS IS A NEW DESCRIPTION)

A PORTION OF LOT 1, MYERS / SMITH COMMERCIAL SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 89°41'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 96.07 FEET TO A POINT THEREIN; THENCE, DEPARTING SAID SOUTH LINE OF LOT 1, RUN NORTH 25°27'10" WEST A DISTANCE OF 119.13 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
 THENCE RUN SOUTH 63°59'29" WEST A DISTANCE OF 6.28 FEET;
 THENCE RUN NORTH 26°08'40" WEST A DISTANCE OF 21.97 FEET;
 THENCE RUN NORTH 63°39'34" EAST A DISTANCE OF 14.00 FEET;
 THENCE RUN NORTH 64°20'23" EAST A DISTANCE OF 10.01 FEET;
 THENCE RUN SOUTH 26°06'57" EAST A DISTANCE OF 21.90 FEET;
 THENCE RUN SOUTH 63°41'04" WEST A DISTANCE OF 17.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
 TECHNICAL STANDARDS (61G17-8, F.A.C.) SET FORTH BY THE
 FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
 PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 2 OF 2 SHEETS

JOB NO.
12-7160FILE NO.
1-CEDUMPSTER-EASESCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175

(386) 676-9056

L.B. # 4267 R.L.S. # 2620



GENERAL NOTES:

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.

THE TERM CERTIFIED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

EXHIBIT " "

3800 NOVA ROAD, A CONDOMINIUM
COMMON ELEMENT, ENTRANCE DRIVE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N26°00'51"W	34.66
L2	N22°16'21"W	13.20
L3	S83°23'46"E	15.16
L4	S23°45'12"E	39.17
L5	S61°31'17"W	12.10



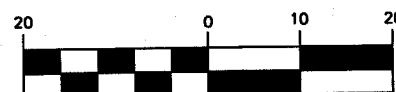
COMMON ELEMENT
ENTRANCE EASEMENT

LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

NOVA ROAD (100' R/W)
(FLORIDA STATE HIGHWAY 5A)

POINT OF BEGINNING

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

POINT OF COMMENCEMENT

SW CORNER LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

N89°41'30"E

261.33'

DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY
------	----------------	----------------	---------------	-------------------	-------------	---------------

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 1 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
1-CE-ENTRANCE-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056

L.B. # 4267 R.L.S. # 2620

GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE
FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR
OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC
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FORMULATE THIS SURVEYOR'S OPINION.



LEGEND

° = DEGREES, ' = MINUTES, " = SECONDS:
WHEN USED IN A BEARING
" = FEET, " = INCHES: WHEN USED IN A DISTANCE
C = CENTERLINE
Δ = DELTA = CENTRAL ANGLE
-X- = FENCE
◇ = FIRE HYDRANT
☆ = LIGHT POLE
± = MORE OR LESS
⊕ = UTILITY POLE
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
⊙ = SET 5/8" IR&C (#2620)
UNLESS OTHERWISE NOTED
● = WATER VALVE
A/C = AIR CONDITIONER
E = EAST
A = ARC LENGTH
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION

BM = BENCHMARK
(C) = CALCULATED
CATV = CABLE TV
C&G = CURB & GUTTER
CH = CHORD DISTANCE
CH. BR. = CHORD BEARING
CLF = CHAIN-LINK FENCE
C.M. = CONCRETE MONUMENT
CMP = CORRUGATED METAL PIPE
C.O. = CLEAN OUT
(D) = DEED CALL
EL = ELEVATION
EM = ELEC. METER
ESMT = EASEMENT
(F) = FIELD MEASUREMENT
FD = FOUND
F.D.O.T. = FLORIDA DEPARTMENT
OF TRANSPORTATION
FP&L = FLORIDA POWER & LIGHT
FR = FRAME
IR&C = IRON ROD & CAP

I.P. = IRON PIPE
(M) = FIELD MEASURED
MAS = MASONRY
MB = MAP BOOK
MH = MANHOLE
N = NORTH
N.A.V.D.88 = NORTH AMERICAN
VERTICAL DATUM
N&C = NAIL & CAP
N.G.V.D. 1929 = NATIONAL GEODETIC
VERTICAL DATUM
NO ID. = NO IDENTIFICATION
(NR) = NON-RADIAL LINE
N&T = NAIL & TAB
OR = OFFICIAL RECORDS BOOK & PAGE
(P) = PLAT
P.C. = POINT OF CURVATURE
PCP = PERMANENT CONTROL
PG = PAGE
POB = POINT OF BEGINNING
P.O.R. = POINT OF REFERENCE

PRM = PERMANENT REFERENCE MONUMENT
P.T. = POINT OF TANGENCY
(R) = RADIAL LINE
R = RADIUS
R&C = RE-ROD & CAP
RCP = REINFORCED CONCRETE PIPE
RES = RESIDENCE
RGE = RANGE
ROD = REINFORCING ROD
RR SPK = RAILROAD SPIKE
R/W = RIGHT-OF-WAY

S = SOUTH
SBT&T = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
W = WEST
WM = WATER METER

PROPERTY LIES IN FLOOD ZONE _____ PER PLOT OF DESCRIBED PROPERTY (AS SCALED) _____	PUBLISHED BASE FLOOD ELEVATION _____	ELEVATIONS BASED ON _____ PUBLISHED ELEVATION _____
ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____	COMMUNITY ESTIMATED BASE FLOOD ELEVATION _____	BM DESCRIPTION _____

EXHIBIT " " 3800 NOVA ROAD, A CONDOMINIUM COMMON ELEMENT, ENTRANCE DRIVE

PROPERTY DESCRIPTION (THIS IS A NEW DESCRIPTION)

A PORTION OF THE ORIGINAL LOT 1, MYERS / SMITH COMMERCIAL SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ALSO A PORTION OF NOVA ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3890, PAGE 3482, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 89°41'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 261.33 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED NOVA ROAD; THENCE, DEPARTING THE SOUTH LINE OF SAID LOT 1, RUN NORTH 26°00'51" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD, A DISTANCE OF 138.79 FEET TO A POINT THEREIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 26°00'51" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD, A DISTANCE OF 34.66 FEET; THENCE RUN NORTH 22°16'21" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD, A DISTANCE OF 13.20 FEET TO A POINT THEREIN; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 83°23'46" EAST A DISTANCE OF 15.16 FEET; THENCE RUN SOUTH 23°45'12" EAST A DISTANCE OF 39.17 FEET; THENCE RUN SOUTH 61°31'17" WEST A DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 2 OF 2 SHEETS

JOB NO.
12-7180

FILE NO.
2-CE-ENTRANCE-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056

L.B. # 4267 R.L.S. # 2620



GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.
THE TERM CERTIFIED AS USED IN THIS STATEMENT, IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THIS SURVEYOR AND FIRM WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. FURTHERMORE, THIS SURVEYOR AND FIRM DOES NOT ASSUME RESPONSIBILITY AND SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM ERRONEOUS OR INCORRECT INFORMATION FURNISHED BY THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO FORMULATE THIS SURVEYOR'S OPINION.

A-2

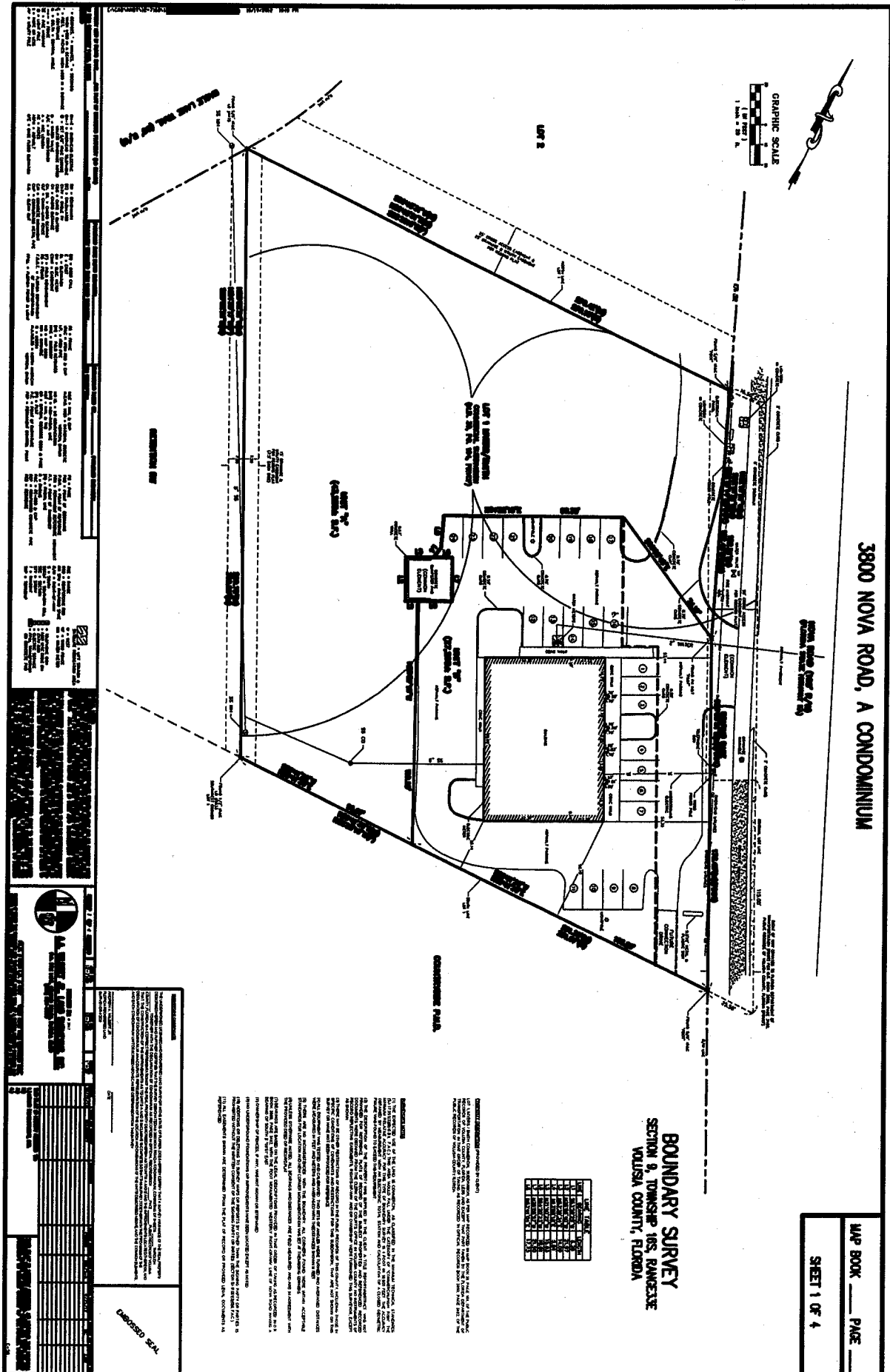
LEGAL DESCRIPTIONS AND UNIT IDENTIFICATION

LEGAL DESCRIPTION

Lot 1, Myers / Smith Commercial Subdivision, as per Map Recorded in Map Book 39, Page 164, of the Public Records of Volusia County, Florida, less and except that part taken by the Florida Department of Transportation in that Order of Taking as Recorded in Official Records Book 3890, Page 3482, of the Public Records of Volusia County, Florida.

Together with and subject to all of the rights, title and interest created by that certain Non-Exclusive Cross-Access Easement Agreement recorded January 12, 2001, in Official Record Book 4634, page 387, Public Records of Volusia County, Florida.

Together with and subject to all of the rights, title and interest created by the Condominium Plats recorded at Map Book 56, Pages 19, Public Records of Volusia County, Florida.



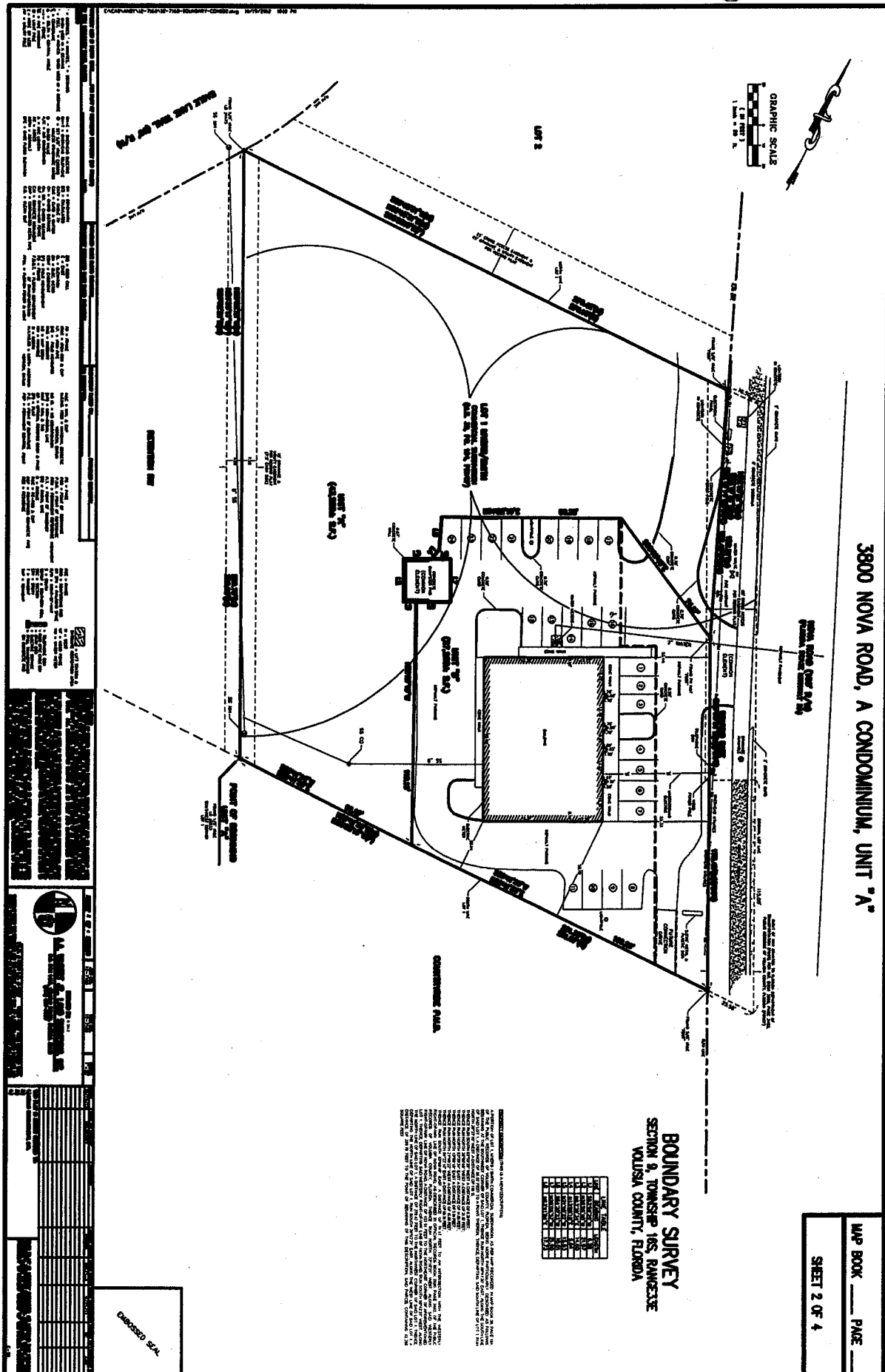


EXHIBIT " "

3800 NOVA ROAD, A CONDOMINIUM
COMMON ELEMENT, DUMPSTER PAD

LINE TABLE		
LINE	BEARING	LENGTH
L1	██████W	6.28
L2	N26°06'40"W	21.97
L3	N63°39'34"E	14.00
L4	N64°20'23"E	10.01
L5	S26°06'57"E	21.90
L6	S63°41'04"W	17.73

LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

COMMON ELEMENT
DUMPSTER EASEMENT

UNIT "A"

POINT OF BEGINNING

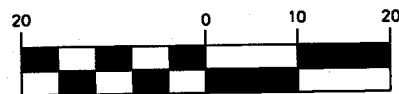
UNIT "B"

N89°41'30"E 96.07'

POINT OF COMMENCEMENT

SW CORNER LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 1 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
1-CEDUMPSTER-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056

L.B. # 4267 R.L.S. # 2620

GENERAL NOTES:
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LEGEND

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WHEN USED IN A BEARING
" = FEET, " = INCHES: WHEN USED IN A DISTANCE
CL = CENTERLINE
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☆ = LIGHT POLE
± = MORE OR LESS
⊙ = UTILITY POLE
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
⊙ = SET 5/8" IR&C (#2620)
UNLESS OTHERWISE NOTED
⊙ = WATER VALVE
A/C = AIR CONDITIONER
E = EAST
A = ARC LENGTH
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION

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(C) = CALCULATED
CATV = CABLE TV
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OF TRANSPORTATION
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N.A.V.D.88 = NORTH AMERICAN
VERTICAL DATUM
N&C = NAIL & CAP
N.G.V.D. 1929 = NATIONAL GEODETIC
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RGE = RANGE
ROD = REINFORCING ROD
RR SPK = RAILROAD SPIKE
R/W = RIGHT-OF-WAY
S = SOUTH
SBT&T = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
W = WEST
WM = WATER METER

PROPERTY LIES IN FLOOD ZONE _____ PER PLOT OF DESCRIBED PROPERTY (AS SCALED) _____ ESTIMATED BASE FLOOD ELEVATION _____
ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____ ESTIMATED BASE FLOOD ELEVATION _____
ELEVATIONS BASED ON _____ PUBLISHED ELEVATION _____
BM DESCRIPTION _____

EXHIBIT " " "
3800 NOVA ROAD, A CONDOMINIUM
COMMON ELEMENT, DUMPSTER PAD

PROPERTY DESCRIPTION (THIS IS A NEW DESCRIPTION)

A PORTION OF LOT 1, MYERS / SMITH COMMERCIAL SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 89°41'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 96.07 FEET TO A POINT THEREIN; THENCE, DEPARTING SAID SOUTH LINE OF LOT 1, RUN NORTH 25°27'10" WEST A DISTANCE OF 119.13 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE RUN SOUTH 63°59'29" WEST A DISTANCE OF 6.28 FEET;
THENCE RUN NORTH 26°06'40" WEST A DISTANCE OF 21.97 FEET;
THENCE RUN NORTH 63°39'34" EAST A DISTANCE OF 14.00 FEET;
THENCE RUN NORTH 64°20'23" EAST A DISTANCE OF 10.01 FEET;
THENCE RUN SOUTH 26°06'57" EAST A DISTANCE OF 21.90 FEET;
THENCE RUN SOUTH 63°41'04" WEST A DISTANCE OF 17.73 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE
FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 2 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
1-CEDUMPSTER-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

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PREPARED BY:

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(386) 676-9056

L.B. # 4267 R.L.S. # 2620

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FORMULATE THIS SURVEYOR'S OPINION.



EXHIBIT " " "
 3800 NOVA ROAD, A CONDOMINIUM
 COMMON ELEMENT, ENTRANCE DRIVE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N26°00'51"W	34.66
L2	N22°16'21"W	13.20
L3	S83°23'46"E	15.16
L4	S23°45'12"E	39.17
L5	S61°31'17"W	12.10



COMMON ELEMENT
 ENTRANCE EASEMENT

LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)

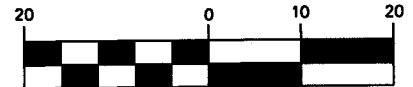
NOVA ROAD (100' R/W)
 (FLORIDA STATE HIGHWAY 5A)

POINT OF BEGINNING

POINT OF COMMENCEMENT

SW CORNER LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)

GRAPHIC SCALE



(IN FEET)
 1 inch = 20 ft.

N89°41'30"E

261.33'

N26°00'51"W

138.79'

DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
 TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE
 FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
 PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 1 OF 2 SHEETS

JOB NO.
 12-7160

FILE NO.
 1-CE-ENTRANCE-EASE

SCALE
 1"=20'

SKETCH & DESCRIPTION

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 L.B. # 4267 R.L.S. # 2620

GENERAL NOTES:

NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE
 FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR
 OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC
 RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN
 LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION
 OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.

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 THE OWNER, LENDER, OR OWNER'S CONTRACTORS OR OTHERS, WHICH IS USED AS A BASIS TO
 FORMULATE THIS SURVEYOR'S OPINION.



LEGEND

" = DEGREES, ' = MINUTES, " = SECONDS:
WHEN USED IN A BEARING
" = FEET, " = INCHES: WHEN USED IN A DISTANCE
C = CENTERLINE
Δ = DELTA = CENTRAL ANGLE
-x- = FENCE
◇ = FIRE HYDRANT
☆ = LIGHT POLE
± = MORE OR LESS
∅ = UTILITY POLE
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
⊙ = SET 5/8" IR&C (#2620)
UNLESS OTHERWISE NOTED
⊗ = WATER VALVE
A/C = AIR CONDITIONER
E = EAST
A = ARC LENGTH
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION

BM = BENCHMARK
(C) = CALCULATED
CATV = CABLE TV
C&G = CURB & GUTTER
CH = CHORD DISTANCE
CH. BR. = CHORD BEARING
CLF = CHAIN-LINK FENCE
C.M. = CONCRETE MONUMENT
CMP = CORRUGATED METAL PIPE
C.O. = CLEAN OUT
(D) = DEED CALL
EL = ELEVATION
EM = ELEC. METER
ESMT = EASEMENT
(F) = FIELD MEASUREMENT
FD = FOUND
F.D.O.T. = FLORIDA DEPARTMENT
OF TRANSPORTATION
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S = SOUTH
SBT&T = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
W = WEST
WM = WATER METER

PROPERTY LIES IN FLOOD ZONE _____ PER PLOT OF DESCRIBED PROPERTY (AS SCALED) _____ PUBLISHED BASE FLOOD ELEVATION _____ ELEVATIONS BASED ON _____ PUBLISHED ELEVATION _____
ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____ COMMUNITY ESTIMATED BASE FLOOD ELEVATION _____ BM DESCRIPTION _____

EXHIBIT " " "
3800 NOVA ROAD, A CONDOMINIUM
COMMON ELEMENT, ENTRANCE DRIVE

PROPERTY DESCRIPTION (THIS IS A NEW DESCRIPTION)

A PORTION OF THE ORIGINAL LOT 1, MYERS / SMITH COMMERCIAL SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING ALSO A PORTION OF NOVA ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3890, PAGE 3482, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 89°41'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 261.33 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED NOVA ROAD; THENCE, DEPARTING THE SOUTH LINE OF SAID LOT 1, RUN NORTH 26°00'51" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD, A DISTANCE OF 138.79 FEET TO A POINT THEREIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 26°00'51" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD, A DISTANCE OF 34.66 FEET; THENCE RUN NORTH 22°16'21" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD, A DISTANCE OF 13.20 FEET TO A POINT THEREIN; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 83°23'46" EAST A DISTANCE OF 15.16 FEET; THENCE RUN SOUTH 23°45'12" EAST A DISTANCE OF 39.17 FEET; THENCE RUN SOUTH 61°31'17" WEST A DISTANCE OF 12.10 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 2 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
2-CE-ENTRANCE-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056

L.B. # 4267 R.L.S. # 2620



GENERAL NOTES:
NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY AND OR OWNERSHIP WERE FURNISHED THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL RESTRICTIONS AND OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN. SURVEY PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OR OPINION OF TITLE. ALL MEASUREMENTS SHOWN ARE IN FEET AND HUNDREDTHS THEREOF.

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EXHIBIT " " "
 3800 NOVA ROAD, A CONDOMINIUM
 CROSS ACCESS EASEMENT

GRAPHIC SCALE



(IN FEET)

1 inch = 40 ft.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N26°11'51"W	156.54
L2	S63°53'38"W	17.87
L3	N25°52'46"W	45.46
L4	S84°53'21"E	6.14
L5	N39°08'43"E	8.55
L6	N11°29'22"W	49.01
L7	N22°37'41"W	45.13
L8	N89°43'31"E	27.59
L9	S22°16'21"E	122.51
L10	S26°00'51"E	173.45
L11	S89°41'30"W	29.49

LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)

CROSS ACCESS
 EASEMENT

NOVA ROAD (100' R/W)
 (FLORIDA STATE HIGHWAY 5A)

POINT OF COMMENCEMENT

SW CORNER LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)

POINT OF
 BEGINNING

N89°41'30"E

231.84'

L11

DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY
------	----------------	----------------	---------------	-------------------	-------------	---------------

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
 TECHNICAL STANDARDS (61617-6, F.A.C.) SET FORTH BY THE
 FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
 PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 1 OF 2 SHEETS

JOB NO.
 12-7180

FILE NO.
 4-CROSSACCESS-EASE

SCALE
 1"=40'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
 (386) 676-9056

L.B. # 4267 R.L.S. # 2620

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OH-T = OVERHEAD TELEPHONE
⊙ = SET 5/8" IR&C (#2620)
UNLESS OTHERWISE NOTED
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A/C = AIR CONDITIONER
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A = ARC LENGTH
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T = TANGENT
TWP = TOWNSHIP
W = WEST
WM = WATER METER

PROPERTY LIES IN FLOOD ZONE _____ PER PLOT OF DESCRIBED PROPERTY (AS SCALED) _____ PUBLISHED BASE FLOOD ELEVATION _____ ELEVATIONS BASED ON _____ PUBLISHED ELEVATION _____
ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____ COMMUNITY ESTIMATED BASE FLOOD ELEVATION _____ BM DESCRIPTION _____

EXHIBIT " " "
3800 NOVA ROAD, A CONDOMINIUM
CROSS ACCESS EASEMENT

PROPERTY DESCRIPTION (THIS IS A NEW DESCRIPTION)

A PORTION OF LOT 1, MYERS / SMITH COMMERCIAL SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 89°41'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 231.84 FEET TO A POINT THEREIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE, DEPARTING SAID SOUTH LINE OF LOT 1, RUN NORTH 28°11'51" WEST A DISTANCE OF 156.54 FEET; THENCE RUN SOUTH 63°53'38" WEST A DISTANCE OF 17.87 FEET; THENCE RUN NORTH 25°52'46" WEST A DISTANCE OF 45.46 FEET; THENCE RUN SOUTH 84°53'21" EAST A DISTANCE OF 6.14 FEET; THENCE RUN NORTH 39°08'43" EAST A DISTANCE OF 8.55 FEET; THENCE RUN NORTH 11°29'22" WEST A DISTANCE OF 49.01 FEET; THENCE RUN NORTH 22°37'41" WEST A DISTANCE OF 45.13 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 1; THENCE RUN NORTH 89°43'31" EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 27.59 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF NOVA ROAD, AS DESCRIBED IN OFFICIAL RECORDS BOOK 3890, PAGE 3482, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE, DEPARTING THE NORTH LINE OF SAID LOT 1, RUN SOUTH 22°16'21" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 122.51 FEET; THENCE RUN SOUTH 26°00'51" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 173.45 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF AFOREMENTIONED LOT 1; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 89°41'30" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 29.49 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 2 OF 2 SHEETS

JOB NO.
12-7180

FILE NO.
1-CROSSACCESS-EASE

SCALE
1"=40'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

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L.B. # 4267 R.L.S. # 2620



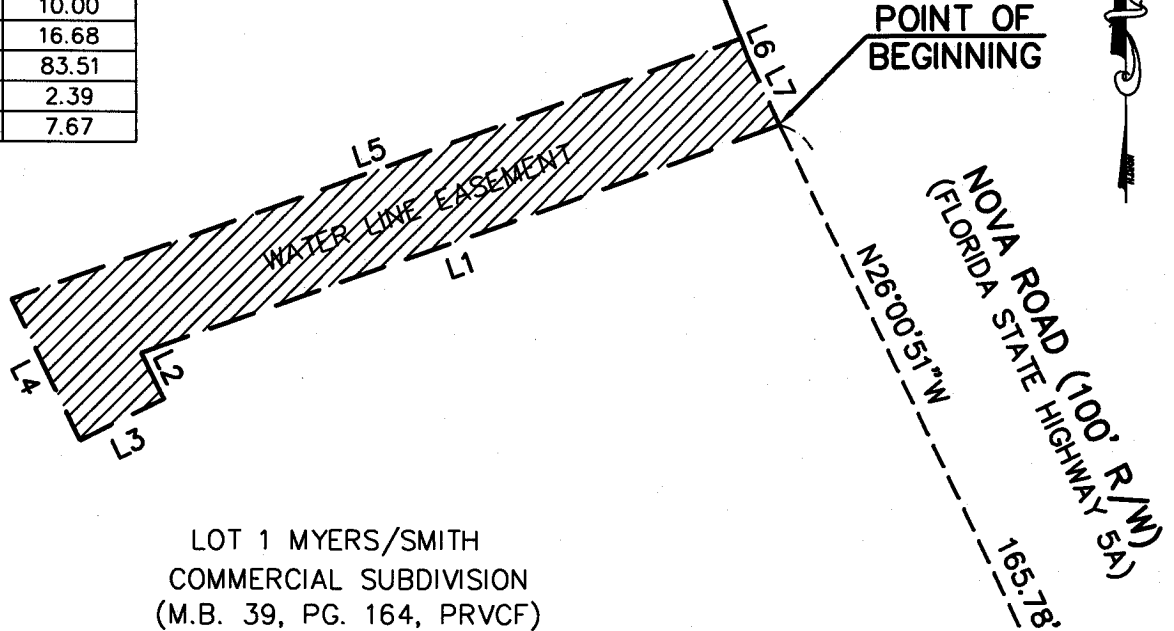
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EXHIBIT " " "
 3800 NOVA ROAD, A CONDOMINIUM
 WATER LINE EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S70°34'41"W	73.22
L2	S26°20'33"E	5.43
L3	S63°39'27"W	10.00
L4	N26°20'33"W	16.68
L5	N70°34'41"E	83.51
L6	S22°16'21"E	2.39
L7	S26°00'51"E	7.67



LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)

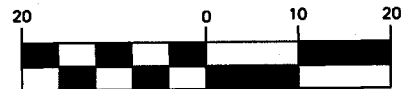
N89°41'30"E

261.33'

POINT OF COMMENCEMENT

SW CORNER LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY
------	----------------	----------------	---------------	-------------------	-------------	---------------

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM
 TECHNICAL STANDARDS (81G17-8, F.A.C.) SET FORTH BY THE
 FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS
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THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 1 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
5-WATERLINE-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

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PROPERTY LIES IN FLOOD ZONE _____ PER PLOT OF DESCRIBED PROPERTY (AS SCALED) _____ PUBLISHED BASE FLOOD ELEVATION _____ ELEVATIONS BASED ON _____ PUBLISHED ELEVATION _____
ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____ COMMUNITY ESTIMATED BASE FLOOD ELEVATION _____ BM DESCRIPTION _____

EXHIBIT " "
3800 NOVA ROAD, A CONDOMINIUM
WATER LINE EASEMENT

PROPERTY DESCRIPTION (THIS IS A NEW DESCRIPTION)

A PORTION OF LOT 1, MYERS / SMITH COMMERCIAL SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 89°41'30" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 261.33 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED NOVA ROAD; THENCE, DEPARTING THE SOUTH LINE OF SAID LOT 1, RUN NORTH 26°00'51" WEST, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID NOVA ROAD, A DISTANCE OF 165.78 FEET TO A POINT THEREIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN SOUTH 70°34'41" WEST A DISTANCE OF 73.22 FEET; THENCE RUN SOUTH 26°20'33" EAST A DISTANCE OF 5.43 FEET; THENCE RUN SOUTH 63°39'27" WEST A DISTANCE OF 10.00 FEET; THENCE RUN NORTH 26°20'33" WEST A DISTANCE OF 16.68 FEET; THENCE RUN NORTH 70°34'41" EAST A DISTANCE OF 83.51 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED NOVA ROAD; THENCE RUN SOUTH 22°16'21" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 2.39 FEET; THENCE SOUTH 26°00'51" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 7.67 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-8, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

THIS PLAT IS HEREBY CERTIFIED TO:

- 1.)
- 2.)
- 3.)
- 4.)

SHEET 2 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
5-WATERLINE-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

A.A. WILBERT JR., LAND SURVEYING, INC.

P.O. BOX 1497, ORMOND BEACH, FLORIDA 32175
(386) 676-9056

L.B. # 4267 R.L.S. # 2620



GENERAL NOTES:

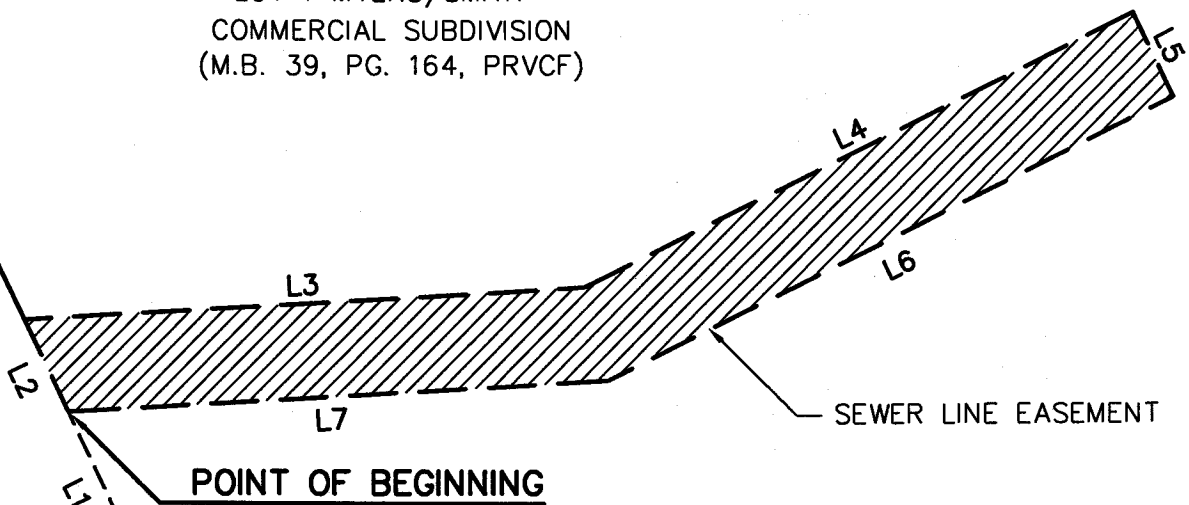
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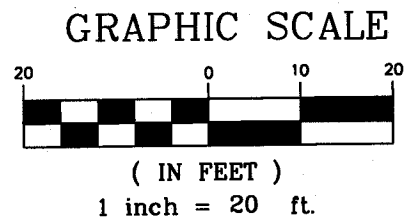
EXHIBIT " "
 3800 NOVA ROAD, A CONDOMINIUM
 SEWER LINE EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N26°02'21"W	15.40
L2	N26°02'21"W	10.83
L3	N86°35'52"E	60.67
L4	N63°53'11"E	66.13
L5	S26°06'49"E	10.00
L6	S63°53'11"W	68.14
L7	██████W	58.51

LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)



POINT OF COMMENCEMENT
 SW CORNER LOT 1 MYERS/SMITH
 COMMERCIAL SUBDIVISION
 (M.B. 39, PG. 164, PRVCF)



DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY

THIS PLAT IS HEREBY CERTIFIED AS MEETING THE MINIMUM TECHNICAL STANDARDS (61G17-6, F.A.C.) SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

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SHEET 1 OF 2 SHEETS

JOB NO.
 12-7160

FILE NO.
 6-SEWERLINE-EASE

SCALE
 1"=20'

SKETCH & DESCRIPTION

© 2012

PREPARED BY:

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LEGEND

" = DEGREES, ' = MINUTES, " = SECONDS:
WHEN USED IN A BEARING
" = FEET, " = INCHES: WHEN USED IN A DISTANCE
C = CENTERLINE
Δ = DELTA = CENTRAL ANGLE
-x- = FENCE
◇ = FIRE HYDRANT
☆ = LIGHT POLE
± = MORE OR LESS
⊕ = UTILITY POLE
OH-E = OVERHEAD ELECTRIC
OH-T = OVERHEAD TELEPHONE
⊙ = SET 5/8" IR&C (#2620)
UNLESS OTHERWISE NOTED
⊗ = WATER VALVE
A/C = AIR CONDITIONER
E = EAST
A = ARC LENGTH
AC = ACRES
ASPH = ASPHALT
BFE = BASE FLOOD ELEVATION

BM = BENCHMARK
(C) = CALCULATED
CATV = CABLE TV
C&G = CURB & CUTTER
CH = CHORD DISTANCE
CH. BR. = CHORD BEARING
CLF = CHAIN-LINK FENCE
C.M. = CONCRETE MONUMENT/PIPE
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(F) = FIELD MEASUREMENT
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F.D.O.T. = FLORIDA DEPARTMENT
OF TRANSPORTATION
FP&L = FLORIDA POWER & LIGHT
FR = FRAME
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I.P. = IRON PIPE
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R/W = RIGHT-OF-WAY
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SBT&T = SOUTHERN BELL
SEC = SECTION
STY = STORY
T = TANGENT
TWP = TOWNSHIP
W = WEST
WM = WATER METER

PROPERTY LIES IN FLOOD ZONE _____ PER PLOT OF DESCRIBED PROPERTY (AS SCALED) _____	PUBLISHED BASE FLOOD ELEVATION _____	ELEVATIONS BASED ON _____	PUBLISHED ELEVATION _____
ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____	ESTIMATED BASE FLOOD ELEVATION _____	BM DESCRIPTION _____	

EXHIBIT " "

3800 NOVA ROAD, A CONDOMINIUM
SEWER LINE EASEMENT

PROPERTY DESCRIPTION (THIS IS A NEW DESCRIPTION)

A PORTION OF LOT 1, MYERS / SMITH COMMERCIAL SUBDIVISION, AS PER MAP RECORDED IN MAP BOOK 39, PAGE 164, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 26°02'21" WEST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 15.40 FEET TO A POINT THEREIN AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 26°02'21" WEST, ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 10.83 FEET; THENCE RUN NORTH 86°35'52" EAST A DISTANCE OF 60.67 FEET; THENCE RUN NORTH 63°53'11" EAST A DISTANCE OF 66.13 FEET; THENCE RUN SOUTH 26°06'49" EAST A DISTANCE OF 10.00 FEET; THENCE RUN SOUTH 63°53'11" WEST A DISTANCE OF 68.14 FEET; THENCE RUN SOUTH 86°35'2" WEST A DISTANCE OF 58.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

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SHEET 2 OF 2 SHEETS

JOB NO.
12-7160

FILE NO.
6-SEWERLINE-EASE

SCALE
1"=20'

SKETCH & DESCRIPTION

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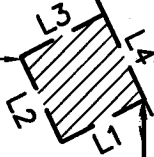
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EXHIBIT " "
3800 NOVA ROAD, A CONDOMINIUM
ELECTRICAL SERVICE EASEMENT



ELECTRICAL EASEMENT



POINT OF BEGINNING

NOVA ROAD (100' R/W)
(FLORIDA STATE HIGHWAY 5A)

LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

POINT OF COMMENCEMENT

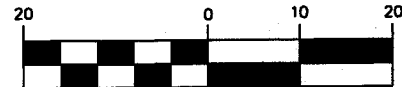
SW CORNER LOT 1 MYERS/SMITH
COMMERCIAL SUBDIVISION
(M.B. 39, PG. 164, PRVCF)

N89°41'30"E

261.33'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S63°17'49"W	10.00
L2	N26°00'51"W	10.00
L3	N63°17'49"E	10.00
L4	S26°00'51"E	10.00

GRAPHIC SCALE



(IN FEET)

1 inch = 20 ft.

DATE	TYPE OF SURVEY	PARTY CHIEF	FIELD BOOK	FIELD SURVEYED	DRAWN BY	CHECKED BY
------	----------------	-------------	------------	----------------	----------	------------

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FILE NO.
7-ELECTRICAL-EASE

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SKETCH & DESCRIPTION

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ON FIRM COMMUNITY PANEL NUMBER _____ DATED _____ COMMUNITY ESTIMATED BASE FLOOD ELEVATION _____ BM DESCRIPTION _____

EXHIBIT " "
3800 NOVA ROAD, A CONDOMINIUM
ELECTRICAL SERVICE EASEMENT

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SHEET 2 OF 2 SHEETS

JOB NO.
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FILE NO.
7-ELECTRICAL-EASE

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SKETCH & DESCRIPTION

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A-3

AS BUILT SURVEY



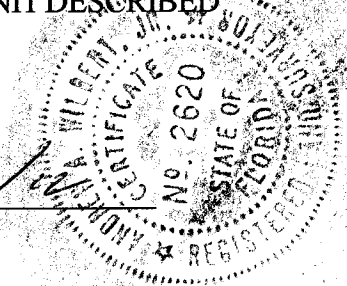
SURVEYORS CERTIFICATE

THE UNDERSIGNED, LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE REAL PROPERTY DESCRIBED HEREIN AND FURTHER CERTIFIES THAT THIS SURVEY DESIGNATED AS 3800 NOVA ROAD, A CONDOMINIUM, CONSISTING OF SHEETS 31 THROUGH 63, TOGETHER WITH THE DECLARATION OF CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IS A CORRECT REPRESENTATION OF THE REAL PROPERTY DESCRIBED HEREIN AS TO UNITS A AND B AND THE IMPROVEMENTS LOCATED THEREON, AND THAT THE CONSTRUCTION OF THE IMPROVEMENTS AS TO UNITS A AND B INCLUSIVE IS COMPLETE SO THAT THIS SURVEY, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE UNITS DESCRIBED ABOVE, AND COMMON ELEMENTS, AND EACH CONDOMINIUM UNIT DESCRIBED ABOVE CAN BE DETERMINED FROM THIS SURVEY.


REGISTERED LAND SURVEYOR

10/22/12
DATE

FLORIDA REGISTER NO. 71610



A-4

SCHEDULE OF UNDIVIDED INTERESTS

EXHIBIT A-4**TO DECLARATION OF CONDOMINIUM
3800 NOVA ROAD, A CONDOMINIUM****SCHEDULE OF UNDIVIDED INTEREST AND PROPORTIONATE
SHARE OF COMMON EXPENSES, COMMON SURPLUS AND
COMMON ELEMENTS APPURTENANT TO EACH UNIT**

<u>UNIT</u>	<u>SQUARE FOOTAGE</u>	<u>UNDIVIDED INTERESTS AND PROPORTIONATE SHARE</u>
Unit A	43,286	61%
Unit B	27,265	39%
<hr/>		
TOTAL	70,551	100%
<hr/>		

EXHIBIT B

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION
OF
3800 NOVA ROAD CONDOMINIUM ASSOCIATION, INC.**

(A Corporation not for profit under
the laws of the State of Florida.)

The undersigned hereby associate themselves into a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

**ARTICLE 1.
NAME**

1.1 The name of the corporation shall be 3800 Nova Road Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association."

1.2 After filing with the Florida Secretary of State, the name of the Association may be amended only with the affirmative vote of seventy-five percent (75%) or more of all members of the Association.

**ARTICLE 2.
PURPOSE**

2.1 The purpose for which the Association is organized is to provide an entity for the operation and management of 3800 Nova Road, a Condominium (the "Condominium") and to undertake the duties and acts incident to administration, management and operation of said Condominium. The actual location of the Condominium is described by legal description attached as Exhibit A-1 to the Declaration of Condominium. The actual street address of the Condominium is 3800 Nova Road, Port Orange, FL 32127. The principal office of the Condominium shall be as provided herein.

2.2 The Association shall make no distributions of income to its members, directors or officers. The Association shall be conducted as a non-profit organization for the benefit of its members pursuant to Florida law.

**ARTICLE 3.
POWERS**

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not-for-profit; not otherwise in conflict with the terms of these Articles.

3.2 The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the "Condominium Act"), and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration, as it may be amended from time to time, including

but not limited to the following:

- a. To make and establish reasonable rules and regulations governing the use of the Units and the Common Elements of the Condominium.
- b. To make and collect assessments against members of the Association as Unit owners to defray the costs, expenses and losses of the Condominium.
- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To maintain, repair, replace, operate and manage the property comprising the Condominium; including the right to reconstruct improvements after casualty and to make further improvements to the Condominium Property.
- e. To purchase insurance upon the Condominium Property and insurance for the protection of the Association.
- f. To approve or disapprove the transfer, leasing, mortgaging and ownership of Units, if such approval is required by the Declaration of Condominium and By-Laws.
- g. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations governing the use of the Condominium Property.
- h. To contract for the management of the Condominium and to delegate to such contractors all powers and duties of the Association, except such powers as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- i. To contract for the management or operation of portions of the Common Elements susceptible to separate management or operation.
- j. To employ personnel to perform the services required for proper operation of the Condominium.
- k. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon, the Association pursuant to the Declaration of Condominium aforementioned.

3.3 All funds and the titles of all properties acquired by the Association, and any proceeds therefrom, shall be held for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws.

3.4 The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Declaration of Condominium, these Articles and the By-Laws.

ARTICLE 4.
MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 The members of the Association shall consist of all of the record title owners of the Units in the Condominium. No other persons or entities shall be entitled to membership except as provided in Paragraph 4.5 of this Article 4. After termination of the Condominium, the members of the Association shall consist of those Unit Owners who are members at the time of such termination, and their successors and assigns.

4.2 Change of membership in the Association shall be established by recording in the public records of Volusia County, Florida, a deed or other instrument establishing a record title to a Unit in the Condominium. The owner or owners designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated. The Association may require delivery to the Association of a true copy of the recorded deed as a condition of permitting a member to vote and to use the Common Elements.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit. The funds and assets of the Association belong solely to the Association subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

4.4 On all matters upon which the membership shall be entitled to vote, there shall be one vote appurtenant to each Unit, which vote shall be exercised or cast in the manner provided in the By-Laws of the Association.

4.5 Until such time as the Declaration of Condominium is recorded, the membership of the Association shall be comprised of the subscribers of these Articles, each of whom shall be entitled to cast one (1) vote on all matters on which the membership shall be entitled to vote.

ARTICLE 5.
PRINCIPAL OFFICE

The principal office of the Association shall be located at 1185 West Granada Boulevard, Suite 12, Ormond Beach, FL 32174. The Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors may change the principal office by majority vote of the Board of Directors with the change occurring immediately upon filing of the new address with the Florida Secretary of State.

ARTICLE 6.
DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than five (5) directors. The number of members of the Board of Directors shall be as provided from time to time by the By-Laws of the Association, and in the absence of such determination shall consist of three (3) directors. Directors need not be members of the Association.

6.2 Directors of the Association shall be selected and designated at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

6.3 The names and addresses of the members of the first Board of Directors who shall hold office until their successors have qualified, are as follows:

PAUL F. HOLUB , JR.	1185 West Granada Blvd., Suite 12 Ormond Beach, FL 32174
PENNY K. EVERY	595 West Granada Blvd., Suite A Ormond Beach, FL 32174
JEFFREY C. SWEET	595 W. Granada Blvd., Suite A Ormond Beach, FL 32174

6.4 The Board of Directors shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a director. The same person may hold two offices, the duties of which are not incompatible; provided however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE 7.
OFFICERS

The affairs of the Association shall be administered by the officers; who shall be appointed by, 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 by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
Paul F. Holub, Jr.	President	1185 West Granada Blvd., Suite 12 Ormond Beach, FL 32174

Jeffrey C. Sweet
Treasurer

595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174

Penny K. Every
Secretary

595 W. Granada Blvd., Suite A
Ormond Beach, FL 32174

ARTICLE 8.
INDEMNIFICATION

8.1 Every director and every officer of the Association shall be indemnified by the Association, to the extent the Association is insured, against all expenses and liabilities, (including reasonable attorneys' fees) incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he/she may be a part of, or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she 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/her duties. Any payments for indemnification pursuant to this Article must be approved by the Board of Directors. The Board of Directors must determine that the expense being reimbursed is reasonable. If an indemnification payment is pursuant to a settlement, the settlement must be in the best interest of the Association.

8.2 The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE 9.
BY-LAWS

9.1 The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

ARTICLE 10.
TERM

The effective date upon which this Association shall come unto existence shall be the date of subscription and acknowledgment of these Articles, and it shall exist perpetually thereafter unless dissolved according to law.

ARTICLE 11.
AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the

following manner:

11.1 A Resolution for the adoption of a proposed amendment may be proposed by the Board of Directors or any owner of a Unit in the Condominium whether meeting as members or by instrument in writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed to or presented personally to each member not less than seven (7) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be assumed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of two thirds (2/3) of the members of the Association in order for such amendment or amendments to become effective (except for an amendment changing the name of the Association which requires the affirmative vote of seventy-five percent (75%) or more of the members)..

11.3 A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida. Upon the registration of such amendment or amendments with the Florida Secretary of State, a certified copy thereof shall be recorded in the public records of Volusia County, Florida, promptly after the same are so registered. The effective date of the Amendment shall be the date when the Amendment was passed by the appropriate vote of the Membership.

11.4 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented by proxy; provided such written vote is delivered to the Secretary of the Association at, or prior to, such meeting.

11.5 In the alternative, an amendment may be made by an agreement executed by all the record owners of all Units with the formality required for a deed.

11.6 No Amendment shall make any changes in the qualification for membership, nor any change in Article 3 hereof without approval in writing of all members of the Association and the joinder of all record owners of mortgages encumbering a Unit. No Amendment shall be

made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall make any change in the voting rights of members unless the members whose rights are affected and the holders of mortgages encumbering their Units consent in writing to such change.

ARTICLE 12.
SUBSCRIBERS

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

<u>NAME</u>	<u>ADDRESS</u>
PAUL F. HOLUB , JR.	1185 West Granada Blvd., Suite 12 Ormond Beach, FL 32174
JEFFREY C. SWEET	595 W. Granada Blvd., Suite A Ormond Beach, FL 32174
PENNY K. EVERY	595 W. Granada Blvd., Suite A Ormond Beach, FL 32174

IN WITNESS WHEREOF, the subscribers have affixed their signatures this the 17th day of October, 2012.

Signed, sealed and delivered in our presence:

Gina Hames

(First Witness)

Gina Hames

(Printed/typed name)

Marisa Brown

(Second Witness)

Marisa Brown

(Printed/typed name)

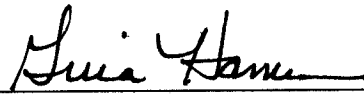
Paul F. Holub, Jr.

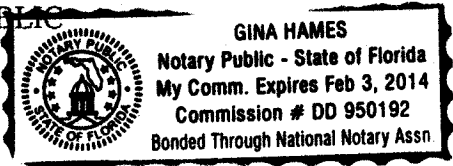
Jeffrey C. Sweet

Penny K. Every

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 17th day of October, 2012 by PAUL F. HOLUB, JR., JEFFREY C. SWEET and PENNY K. EVERY who [x] are personally known to me or [] have produced their driver's licenses as identification and who [] did [x] did not take an oath.


NOTARY PUBLIC



**CERTIFICATE DESIGNATING REGISTERED
AGENT AND STREET ADDRESS FOR
SERVICE OF PROCESS**

Pursuant to Section 48.091, Florida Statutes, 3800 Nova Road Condominium Association, Inc., desiring to incorporate under the laws of the State of Florida hereby designates PAUL F. HOLUB, JR., 1185 W. Granada Blvd., Suite 12, Ormond Beach, FL 32174, as its Registered Agent and the street address of its office, respectively, for the service of process within the State of Florida.

3880 NOVA ROAD CONDOMINIUM
ASSOCIATION, INC.

By: 
Paul F. Holub, Jr., President

ACCEPTANCE OF DESIGNATION

The undersigned hereby accepts the foregoing designation as Registered Agent of 3800 Nova Road Condominium Association, Inc. for the service of process within the State of Florida.

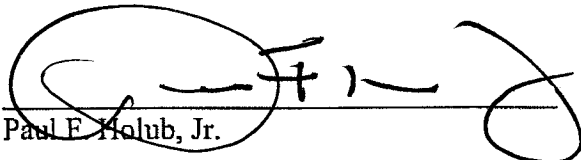

Paul F. Holub, Jr.

EXHIBIT C

BY-LAWS

EXHIBIT C
TO DECLARATION OF CONDOMINIUM
BY-LAWS
OF
3800 NOVA ROAD CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit under the Laws of the State of Florida

1. IDENTITY

These are the By-Laws of 3800 Nova Road Condominium Association, Inc. (the "Association") a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of operating, managing and administering 3800 Nova Road, a Condominium, (the "Condominium"), located at 3800 Nova Road, Port Orange, FL 32127, pursuant to Chapter 718, Florida Statutes, as same may be amended from time to time (the "Condominium Act").

1.1 The provisions of these By-Laws are applicable to the Association, and the terms and provisions hereof are expressly subject to and shall be controlled by the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium, all of which will be recorded in the Public Records of Volusia County, Florida.

1.2 All present or future owners, present or future tenants, or their agents, guests, invitees or employees, or any other person that might use the Condominium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium and the rules and regulations adopted pursuant thereto.

1.3 The office of the Association shall be at 1185 West Granada Boulevard, Suite 12, Ormond Beach, FL 32174. The address of the office of the Association may be changed by a majority vote of the Board of Directors with the change occurring immediately upon filing of the new address with the Florida Secretary of State.

1.4 The fiscal year of the Association shall be the calendar year.

1.5 The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.

2. MEMBERSHIP, VOTING QUORUM, PROXIES

2.1 The qualification of members, the manner of their admission to membership and

termination of such membership, and voting by members, shall be as set forth in Article 4 of the Articles of Incorporation of the Association, which provisions are incorporated herein by reference. A Unit Owners vote is weighted based upon the percentage of ownership.

2.2 At a meeting of the members, a quorum shall consist of members present in person or by proxy entitled to cast a majority of the votes of the Association. Actions approved by a majority of the votes at a meeting in which a quorum is present shall constitute the acts of the Association. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting. A proxy may be a general proxy or a limited proxy.

3. ANNUAL AND SPECIAL MEETINGS OF THE MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at the Condominium Property located at 3800 Nova Road, Port Orange, FL 32127, or at such other place as designated by the Board of Directors on the first (1st) Friday in February of each calendar year, or at such other time as specified by all of the members of the Association in writing, for the purpose of selecting and designating directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2 Special Members' Meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors. A special meeting must be called by such officers upon receipt of a written request from ten percent (10%) of the members of the Association.

3.3 Notice of all members' meetings, stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or Secretary unless waived by all members in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The post office certificate of mailing shall be retained as proof of such mailing.

3.4 A vote of the owner(s) of a Unit owned by more than one person or by a corporation or other entity, or under lease will be cast by the person named in a Voting Certificate signed by all of the owners of the Unit, or by an officer, managing member, trustee or other appropriate individual on behalf of said owner, and filed with the Secretary of the Association. The Voting Certificate shall be valid until revoked or until superseded by a subsequent certificate. If such

a Certificate is not on file, the vote of the owner(s) of that Unit shall not be considered in determining the requirements for a quorum, nor for any other purpose.

3.5 If any meeting of the members cannot be convened because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

3.6 The order of business at annual members' meetings and as far as practical at other members' meetings shall be:

- a. Calling of the roll and certifying of proxies.**
- b. Proof of notice of meeting or waiver of notice.**
- c. Reading and disposal of any unapproved minutes.**
- d. Reports of officers.**
- e. Reports of committees.**
- f. Election of directors.**
- g. Unfinished business.**
- h. New business.**
- i. Adjournment.**

4. BOARD OF DIRECTORS

4.1 The Board of Directors of the Association shall consist of three (3) persons. Directors need not be members of the Association.

4.2 Selection of directors shall be conducted in the following manner:

a. Each member of the Association shall vote for three (3) directors at the annual members' meeting. The three (3) candidates receiving the highest vote will comprise the Board of Directors.

b. The term of each Director's service will extend until the next annual meeting of the members, and subsequently until his successor is duly elected or until he is removed in the manner herein provided. Vacancies in the Board of Directors occurring between meetings of the members of the Association shall be filled by a majority vote of the remaining directors.

c. Directors may be recalled and replaced at any time by a majority vote of all Unit owners.

4.3 The organizational meeting of a newly selected and designated Board of Directors shall be held within ten (10) days of their designation, at such time and at such place as shall be determined by the Directors, at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present. The

outgoing President of the Board of Directors will preside over the organizational meeting until the new officers are elected.

4.4 Regular meetings of the Board of Directors will be held at such time and place as shall be determined from time to time by a majority of the Directors and shall be open to all Unit owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, facsimile or email, at least three (3) days prior to the day named for such meeting.

4.5 Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any member of the Board. Not less than three (3) days notice of a special meeting shall be given to each Director, personally or by mail, telephone, facsimile or email, which notice shall state the time, place and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.7 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because a greater percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

4.8 The presiding officer at Directors' meetings shall be the President, and in his absence, the Directors present shall designate one of their number to preside.

4.9 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes of the State of Florida, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members' Units to defray the costs of the Condominium and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association;

b. To maintain, repair, replace, and operate the Condominium Property.

- c. To purchase insurance upon the common elements and insurance for the protection of the Association; as well as liability insurance for the protection of the Directors.
- d. To reconstruct improvements after casualty.
- e. To make and amend regulations governing the use of the property, real and personal, in the Condominium so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;
- f. To approve or disapprove proposed purchasers or tenants of Units if so specified in the Declaration of Condominium;
- g. To acquire, operate, manage and otherwise deal with property, real and personal, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration of Condominium.
- h. To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association;
- i. To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and rules and regulations promulgated governing use of the property in the Condominium.
- j. To pay all taxes and assessments levied against the property of the Association of the Condominium as a whole, rather than individual Units, and to assess the same against the members and their respective Units;
- k. To pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units; and

1. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

4.10 Fees. No fee shall be paid for service as a Director of the Association.

4.11 Additional Board Members. The Articles of Incorporation provide that the maximum number of Board Members shall be five (5). The initial Board of Directors may be increased from three (3) members to five (5) members by a majority vote of all Unit owners.

5. OFFICERS

5.1 The executive officers of the Association shall be a President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors. Any officer may be removed by a majority vote of all Directors, for any reason whatsoever at a duly called meeting of the Board. Any person may hold two or more offices except that the President shall not be also the Secretary, an Assistant Secretary, or the Vice president. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as the President, in his sole discretion, may determine appropriate, to assist in the conduct of the affairs of the Association .

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors, and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President. Any Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

5.5 The compensation of any employee of the Association shall be fixed by the directors. The Board of Directors is not precluded from employing a director as an employee of the Association and compensating him as an employee, nor precluded from contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Assessment Roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and

address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

6.2 Receipts and Expenditures. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be common expenses.

6.3 Budget. The Board of Directors will adopt a budget for each calendar year. The budget will include the estimated funds required to defray the common expenses. A copy of the proposed annual budget of common expenses and proposed assessments shall be mailed to the Unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a written notice of the time and place of such meeting. An annual budget increase in excess of twenty-five percent (25%) over the previous year's budget, must be approved by a majority of the Unit owners in attendance at any regular or special meeting of the members unless the Board of Directors determines that it is an emergency. If the Board of Directors determines that an emergency exists, no membership approval is required.

6.4 Assessments. Assessments against the Unit owners for their shares of the items of the budget shall be made by the Board of Directors for the calendar year annually in advance on or before December 31 of the year preceding the year for which the assessments are made. The amount required from each Unit owner to meet the annual budget shall be divided into four (4) equal assessments, one of which shall be due on the first day of January, April, July, and October of the year for which the assessments are made. If assessments are not levied quarterly by the Association as required, quarterly assessments shall be presumed to have been made in the amount of the last prior quarterly assessment, and assessments in this amount shall be due on a quarterly basis until changed by an amended assessment. In the event a previously adopted budget shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing year and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget to provide for amended monthly or quarterly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amount of the amended budget that exceeds the limit upon increases for that year-shall be subject to the approval of the membership of the Association as previously required in these By-Laws.

6.5 Emergency Assessments. The Directors may, without prior notice to or consent from, Unit owners, levy emergency assessments to meet expenditures which in the judgment of a majority of the Board of Directors must be made immediately to protect and preserve the Condominium Property.

6.6 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such

persons as are authorized by the Directors.

6.7 Records. The records of the Association shall be open to inspection by Unit owners or their authorized representatives at all reasonable times, and written summaries of them shall be supplied at least annually to Unit owners or their authorized representatives.

7. PARLIAMENTARY RULES

7.1 Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

8. AMENDMENTS

Except as elsewhere provided these By-Laws may be amended in the following manner:

8.1 Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by two (2) or more owners of any two (2) or more Units in the Condominium, whether meeting as members or by instrument in writing signed by them.

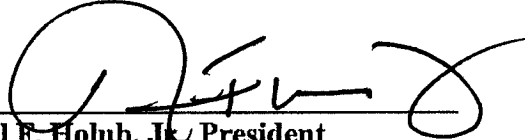
8.2 Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than fifteen (15) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as is required herein for a Special Meeting of the members.

8.3 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the members of the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Volusia County, Florida. The effective date of the amendment shall be the date when it was approved provided it is recorded within thirty (30) days of approval. If not recorded within thirty (30) days of approval, then the effective date will be the date of recording in the Public Records of Volusia County, Florida.

8.4 At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

8.5 These By-Laws may also be amended by a written instrument executed and acknowledged with the formality of a deed by the record owners of all Units in the Condominium. No amendment to these By-Laws shall make any changes in the qualifications for membership nor the voting rights of members and no amendment shall be made that is in conflict with the Declaration of Condominium or the Articles of Incorporation of this Association.

The foregoing were adopted as the By-Laws of 3800 Nova Road Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on October 17, 2012.



Paul F. Holub, Jr., President

EXHIBIT D

**SCHEDULE OF EXHIBITS REGARDING
PROPERTY RESTRICTIONS AND EASEMENTS**

D-1

PLAT OF MYERS/SMITH COMMERCIAL SUBDIVISION

SEE PLAT RECORDED AT PLAT BOOK 39, PAGE 164,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

D-2

CROSS EASEMENT - ACCESS / INGRESS / EGRESS / UTILITIES

EASEMENT AGREEMENT FOR INGRESS,
EGRESS AND ACCESS, SURFACE WATER AND UNDERGROUND
DRAINAGE, AND STORM-WATER RETENTION AND UTILITIES

THE PARTIES TO THIS AGREEMENT, 3800 NOVA ROAD CONDOMINIUM ASSOCIATION, INC., a Florida corporation, (hereinafter "First Party") and PORT ORANGE INVESTORS, LLC, a Florida Limited Liability Company, (hereinafter "Second Party") agree as follows:

W I T N E S E T H:

WHEREAS, First Party is the Condominium Association authorized and empowered to manage the Condominium known as 3800 Nova Road, a Condominium, as further described on Exhibit A, attached hereto and incorporated herein; and,

WHEREAS, Second Party is the record title owner of the real property located in Volusia County, Florida, described on Exhibit A, attached hereto and incorporated herein; and,

WHEREAS, the Units created by the Condominium are contiguous; and,

WHEREAS, First Party and Second Party have agreed that Second Party shall grant and declare certain Easements for the use and benefit of the Units and the Unit Owners and for the use and benefit of all Unit Owners and their heirs, successors, guests, employees, invitees and assigns, together with First Party over and upon the Cross Easement Parcel described on Exhibit A ("Cross Access Easement"); and,

WHEREAS, the parties desire to create said easements and record same in the Public Records of Volusia County, Florida, as more fully set forth herein;

NOW THEREFORE, in consideration of the premises, the agreements hereinafter set forth and Ten and 00/100 (\$10.00) Dollars and other good and valuable considerations, the receipt and sufficiency of which are acknowledged, First Party and Second Party agree as follows:

1. The above recitations are true and correct.

2. Second Party conveys, transfers, grants, assigns and declares, over and upon the Cross Easement Parcel, for the use and benefit of all Parties described above, a non-exclusive Cross Access Easement for:

(a) the installation, construction, maintenance, repair and replacement of storm-water facilities and equipment, electrical cables and lines, transformers, and any other equipment, facilities and improvements necessary or desirable for furnishing utility and storm water drainage, of every kind and nature;

(b) vehicular and pedestrian ingress, egress and access;

(c) drainage of surface water and/or retention of said water.

3. First Party and Second Party agree and acknowledge that the easements described herein are perpetual, run with the land, are non-exclusive and inure to the heirs, administrators, successors and assigns of all Parties forever.

4. First Party and Second Party agree this Easement Agreement shall be recorded in the Public Records of Volusia County, Florida.

5. The easements herein created may be pledged as collateral for a loan by Unit Owners and in the event the interest of a Unit Owner or their successors in interest is obtained either directly or indirectly by foreclosure proceedings and/or deeds in lieu of foreclosure, all parties shall continue to be bound by this Easement Agreement and all terms and conditions contained herein. If pledged as security for a loan, this Easement Agreement cannot be canceled, amended, altered or modified without the express written consent of the Secured Party.

6. Second Party shall be responsible for all construction and installation of all improvements necessary or desirable to implement the easements described herein as determined by Second Party; including, but not limited to (a) all design, engineering, surveying, plans, specifications and permit fees and costs; and (b) all costs incurred in the construction of the stormwater retention facilities, utilities and all other improvements or appurtenances. If any party desires to construct, upgrade or add any additional facilities contemplated by the easements created herein, it shall be the obligation of that party to construct, upgrade, or add such facility at its sole cost and expense. If any Federal, State, County or Municipal Governmental or Regulatory Agency (collectively, "Agency") requires that any Party construct, upgrade or add any facility on the Cross Easement Parcel, the Parties agree to allow that Party to construct, upgrade or add such facility, at its sole cost and expense. The Parties agree to make every reasonable attempt to minimize the impact of any construction, upgrade, maintenance or addition of facilities. If a Party causes any damage as the result of any construction, upgrade, or addition of facilities, that Party shall be responsible for the cost of repairing such damage.

7. After the initial installation, the Unit Owners and/or First Party, (and/or their successors in interest) shall be responsible for any and all costs relating to the operation of the facilities located on the Cross Easement Parcel, including maintenance, repair, improvements, uninsured casualty losses and governmental required modifications.

8. In no event shall this easement agreement be construed to provide for any sharing of facilities among the parcels other than as provided herein. The rights and benefits created by this Easement Agreement are not intended to, and shall not be construed to, create any dedication or right in favor of the general public.

9. The Parties indemnify and hold each other harmless from any and all claims for the payment of any compensation or damages for injury to persons, or damage to property, resulting from the use by another Party, or its guests, employees, invitees, or licensees of any of the easements granted in this Easement Agreement, together with any and all costs and attorneys' fees (including bankruptcy and probate proceedings) incurred in connection with such claims.

10. The terms and provisions of this Easement Agreement shall be binding upon and inure to the benefit and burden of the Parties and their respective heirs, representatives, successors, successors in title, and assigns. The benefits and burdens of this Easement Agreement shall run with the parcels that are the subject of this Easement Agreement and be appurtenant to such parcels, with the effect that any person or entity which acquires an interest in any parcel or portion thereof shall be entitled to the benefits and be bound by the burdens of this Easement Agreement.

11. If any Party is required to commence any action or proceeding against the other Party in order to enforce the provisions of this Easement Agreement, the prevailing Party's remedy shall be limited to injunctive relief and damages for the alleged breach of any of the provisions, and no Party shall have the right to terminate this Easement Agreement. The substantially prevailing Party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all reasonable costs incurred in connection therewith, including attorneys' fees, and including those incurred in all bankruptcy and probate proceedings. No waiver by any Party of any default under this Easement Agreement shall be effective or binding upon any other Party unless made in writing. No waiver of any default shall be deemed a waiver of any other or subsequent default under this Easement Agreement.

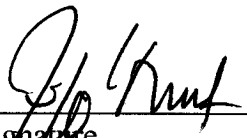
12. If any provision of this Easement Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Easement Agreement, then the legality, validity and enforceability of the remaining provisions of this Easement Agreement shall not be affected thereby; and in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Easement Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible which shall be legal, valid and enforceable.

13. Where the context so indicates, a word in the singular form shall include the plural. The term "include" and similar terms (e.g., includes, including, included, comprises, comprising, such as, e.g., and for example), when used as part of a phrase including one or more specific items, are used by way of example and not of limitation.

14. The terms and conditions of this Easement Agreement shall be governed and construed under the laws of the State of Florida without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have caused these presents to be executed under seal this 25th day of October, 2012.

Witnesses as to both Parties



Signature

Jeffrey C. Sweet

Print Name

FIRST PARTY:

3800 NOVA ROAD CONDOMINIUM
ASSOCIATION, INC., a Florida corp.

By: 

Paul F. Holub, Jr., President

Penny King Every
Signature
Penny King Every
Print Name

SECOND PARTY:

PORT ORANGE INVESTORS, LLC, a
Florida limited liability company

By: [Signature]
Paul F. Holub, Jr., Manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of October, 2012,
by Paul F. Holub, Jr., as President of 3800 Nova Road Condominium Association, Inc., a Florida
corporation, who is personally known to me and who has taken an oath.

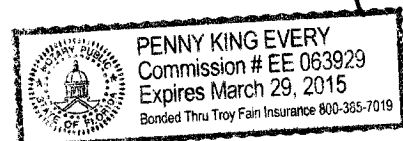
[Signature]
Notary Signature



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 25 day of October, 2012,
by Paul F. Holub, Jr., as Manager of Port Orange Investors, LLC, a Florida limited liability
company, who is personally known to me and who has taken an oath.

[Signature]
Notary Signature



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II.

ESTIMATED OPERATING BUDGET

ESTIMATED OPERATING BUDGET
3800 NOVA ROAD, A CONDOMINIUM

Disbursements - Administration

Annual

Audit Fees	\$ -0-
Legal Fees	\$500.00
Bank Fees	\$250.00
Management Fees	\$500.00

Maintenance and Repairs

Sign Maintenance	\$ -0-
Driveway Access	\$500.00
Dumpster	\$250.00

Reserve Funds

Signs (Ground)	\$ -0-
Driveway	\$350.00
Dumpster	\$250.00

Insurance

**Unless modified by a unanimous
vote of the Unit Owners, each Unit
will provide its own insurance
coverage for the Unit and the
Common Elements.**

TOTAL	\$2,600.00
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Unit A	61%	\$1,586.00
Unit B	39%	\$1,014.00

III.

ORGANIZATIONAL ACTION

III. ORGANIZATIONAL ACTION

3800 NOVA ROAD CONDOMINIUM ASSOCIATION, INC.

BOARD OF DIRECTORS ACTION BY CONSENT

III. Organizational Action

The undersigned, being all of the subscribers of the Articles of Incorporation and members of the Board of Directors of 3800 Nova Road Condominium Association, Inc. (the "Association"), hereby consent to the following action by the Board of Directors of the Association and instruct the Secretary of the Association to enter this written consent in the minute book of the Association:

1. The Articles of Incorporation are hereby ratified and approved and the Secretary is instructed to insert in the minute book of the Association the Certificate of Incorporation upon issuance by the Department of State, said Articles having an effective date of:

Oct. 18, 2012.

2. It is hereby acknowledged that the Board of Directors of the Association consists of Paul F. Holub, Jr., Jeffrey C. Sweet and Penny K. Every, who were designated as initial members of the Association's Board of Directors in the Association's Articles of Incorporation.

3. By-Laws for the government of the Association and for the regulation and management of its affairs, attached hereto as Exhibit "A" and made a part hereof, are hereby approved and adopted by the Board of Directors, and the Secretary of the Association is instructed to insert a copy of the same in the minute book of the Association immediately following the Certificate of Incorporation.

4. Pursuant to the Articles of Incorporation and the By-Laws of the Association, the Board of Directors shall consist of three (3) Directors unless and until such number of Directors shall be changed in accordance with the Association's By-Laws.

5. The following officers of the Association are elected to serve until the next annual meeting of the Board of Directors and until their successors are elected and qualified or until their resignation or removal pursuant to the By-Laws of the Association:

President -	Paul F. Holub, Jr.
Secretary -	Penny K. Every
Treasurer	Jeffrey C. Sweet

6. Paul F. Holub, Jr. is appointed as Agent for the Association on whom process may be served as required by the Statutes of the State of Florida. The street address of the above

agent for this Association is designated as the office for service of process upon the Association. The President of the Association is directed to designate any necessary successor agents for service of process and the Secretary of the Association is directed to file the names and street addresses of any new agents with the Department of State, Tallahassee, Florida.

7. The estimated annual budget, attached hereto as Exhibit "B" and made a part hereof, is hereby approved and adopted as the Annual Budget of the Association.

8. A seal consisting of two concentric circles with the words "3800 NOVA ROAD CONDOMINIUM ASSOCIATION, INC." between the circles and "Corporate Seal" in the center is hereby adopted as the official seal of the Association and the Secretary is instructed to affix the seal as adopted immediately below this paragraph.

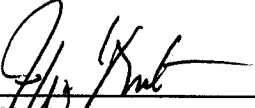
9. A standard form of banking resolution authorizing the establishment of an open deposit account with a Bank is hereby adopted and the Secretary is instructed to place, a copy thereof in the minute book of the Association and to furnish an executed copy thereof to said Bank.

10. The fiscal year of the Association shall end on December 31 of each year beginning with the year ended December 31, 2012.


11. To protect the Association from loss in the event of casualty or accident, the officers of the Association are authorized and directed to obtain such insurance policies as the Board of Directors may, from time to time, deem advisable.

Execution of this document by the undersigned, being all of the subscribers of the Articles of Incorporation and members of the Board of Directors, pursuant to Section 607.134 and Section 617.002 of the Florida Statutes, and the subsequent insertion of this document in this minute book of the Association, waives any requirement of a formal meeting of the Board of Directors to conduct the business referred to herein.

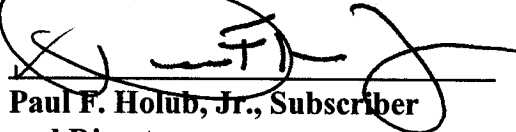
DATED as of this 25th day of October, 2012.



Jeffrey C. Sweet, Subscriber
and Director



Penny K. Every, Subscriber
and Director



Paul F. Holub, Jr., Subscriber
and Director
and Director