

THE SHOPPES AT YORKTOWNE, A CONDOMINIUM

PROSPECTUS

TABLE OF CONTENTS

THE SHOPPES AT YORKTOWNE, A CONDOMINIUM

Declaration of Condominium of The Shoppes at Yorktowne, a Condominium

- I. A-1 Survey, Plat and Site Plan
- A-2 Floor Plan and Elevations
- A-3 As Built Survey
- A-4 Schedule of Undivided Interests
- B. Articles of Incorporation
- C. By-Laws
- D. Schedule of Exhibits regarding Property Restrictions and Easements
 - 1. St. Johns River Water Management District Permit
 - 2. Deed
 - 3. Utility Easements
 - 4. Cable Easements
 - 5. Sign Program
 - 6. DOT Easement
 - 7. Master Development Agreement for Daniel Center PCD
- II Estimated Operating Budget
- III Organizational Action

**DECLARATION OF CONDOMINIUM OF
THE SHOPPES AT YORKTOWNE, A CONDOMINIUM**

This Declaration of Condominium of The Shoppes At Yorktowne, a Condominium, is made on this 20th day of February, 2008 by GBP Investments, LLC, a Florida limited liability company (hereafter referred to as "Developer") and 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 of 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"(as same may be amended from time to time), 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 The Shoppes At Yorktowne, a Condominium, hereafter referred to as the "Condominium". The address for the condominium is 1665 Dunlawton Avenue, Port Orange, FL 32119.

1.3 The Land. Developer does hereby submit the fee simple title of certain lands owned by Developer lying in Volusia County, Florida as described on Exhibit "A" 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 Suite Owner and each Suite.

2.2 **Association** means The Shoppes At Yorktowne 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 Suites;

(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.

(d) the following items are intended to be a summary of Common Elements but not a complete itemization: exterior parking lights, free standing monument sign(s), free standing location signs, free standing directional signs, dumpster, directional and enforcement traffic signs in driveway and parking areas, electric meter for common element electric purposes, reuse water irrigation system, water; and

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

2.4 **Common Expenses** mean the expenses for which Suite 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.

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 Suite together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Suite.

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 GBP Investments, LLC, a Florida limited liability company and any person or entity to which it may assign the respective rights of Developer, or who may succeed to the respective rights by operation of law.

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

2.10 **Suite** means a part of the Condominium Property which is subject to private ownership. The Condominium shall contain twelve (12) Suites, sometimes referred to herein as "Units", identified as Suite 101, Suite 102, Suite 103, Suite 104, Suite 105, Suite 106, Suite 107, Suite 108, Suite 109 Suite 110, Suite 111 and Suite 112. Suites may be further subdivided only by Developer and at Developer's 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. The terms "Suite" and "Unit" are intended to be, and are, interchangeable.

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

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

ARTICLE III

CONDOMINIUM SUBJECT TO RESTRICTIONS, EASEMENTS, AND LIMITATIONS

The Suites 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 Suites and Common Elements, and setting forth the obligations and responsibilities incident to the ownership of each Suite, 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-1, contains the survey and site plan of the Condominium Property showing easements appurtenant thereto and a graphic description of the improvements in which Suite 101, Suite 102, Suite 103, Suite 104, Suite 105, Suite 106, Suite 107, Suite 108, Suite 109 Suite 110, Suite 111 and Suite 112 and elevations of the building in which they are located. Exhibit "A" also contains the certificate of a Professional Land Surveyor authorized to practice in the State of Florida certifying that the construction of improvements is substantially complete in accordance with 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 Suite Location and Numbering. The Condominium Property shall include twelve (12) Suites respectively identified as Suite 101, Suite 102, Suite 103, Suite 104, Suite 105, Suite 106, Suite 107, Suite 108, Suite 109 Suite 110, Suite 111 and Suite 112 and located as shown on Composite Exhibit A. The identifying number for each Suite is also the identifying number for the Condominium Parcel of which said Suite is a part.

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

(a) Perimetrical Boundaries. The perimetrical boundaries of each Suite shall be the vertical planes of the unfinished interior surface of the walls bounding the Suite extended to their intersection with each other and with the upper and lower boundaries. For purpose of this Declaration, the walls bounding the Suite include the party wall between adjoining suites.

(b) Lower Boundary. The lower boundary of each suite shall be the horizontal plane of the upper unfinished surface of the floor slab extended to its intersection with the perimetrical boundary.

(c) Upper Boundary. The upper boundary of each Suite shall be the horizontal

plane of the lower unfinished surface of the ceilings which are visible from within the Suites, extended to its intersection with the perimetrical boundary.

4.4 Alteration of Suites.

(a) Interior. Any Suite Owner may without any prior consent alter, relocate or remove any interior walls and partitions which are not load bearing and which do not constitute a party wall between Suites or contain any utilities or duct work serving another Suite. Dropped ceilings may also be raised without any prior consent if this can be accomplished without interfering with utilities or duct work serving another Suite. No wall or partition which is load bearing or which constitutes a party wall or contains utilities or duct work serving another Suite and no ceiling containing utilities or duct work serving another Suite shall be altered, relocated or removed without the prior written consent of the Developer. Boundaries between Suites may not be relocated other than as described in 2.10 above. Alteration of the perimetrical boundaries of any Suite shall be evidenced by an amendment to the Declaration of Condominium executed by the Developer, all affected Suite Owners and by all holders of mortgages encumbering affected Suites 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 Suite shall be that proportion which the area of such Suite bears to the total areas of all Suites. Any Suite Owner altering, relocating or removing any wall or partition shall be fully liable and responsible for the prompt repair of any damage to the Common Elements or any other Suites which may be caused by, or result from, such alteration, relocation or removal.

(b) Exterior. No alteration to the exterior of a condominium parcel or the common elements shall be permitted unless the owners of all Suites located upon the Condominium Property agree to said alteration. Any such alteration of the exterior shall be evidenced by an Amendment to the Declaration of Condominium as provided in paragraph 4.4(a) above.

4.5 Appurtenances. The ownership of each Suite shall include, and there shall pass with each Suite as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Suite 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 Suites. The right to use the Common Elements in common with the other Suite Owners is granted to all Suite Owners. Each Suite 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 Suite is based on square footage and is designated and set forth in Exhibit "A-4" attached hereto. The proportionate share of the Common Expenses for each Suite shall be identical to the undivided share of each Suite Owner in the Common Elements. The aforementioned percentages of Common Elements, Common Surplus and Common Expenses shall be appurtenant to each Suite.

(b) Association Membership. Each Suite 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 Suite.

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

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

(1) Every portion of a Suite contributing to the support of another Suite or the Common Elements shall be burdened with an easement of support for the benefit of the Association and the owners and occupants of the supported Suite.

(2) An easement for the location, maintenance, repair and improvement of wiring, plumbing and duct work serving a Suite is reserved through all interior partitions and through all areas within all Suites above any dropped ceiling. This easement shall be for the benefit of the Association and any other Suite Owner or occupant whose wiring, plumbing or duct work passes through such easements.

(3) An Easement in favor of the Association, its employees, agents and independent contractors to install or make necessary repairs to, or replacements of utility services, plumbing, wiring or any portion of the Common Elements, and to perform all obligations and duties of the Association.

(b) All Suite Owners shall have as an appurtenance to their Suite a perpetual easement for ingress to, and egress from, their Suites 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 parking areas as they now exist or hereafter may exist) located in or upon the Common Elements, subject to such rules and regulations as the Association may adopt from time to time.

(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 caused by settlement or movement of any building, and encroachments shall be permitted to remain undisturbed, and such easements shall continue

until such encroachment no longer exists.

(d) The property is subject to restrictions per the plat recorded in Map Book 46, pages 192 through 194, Public Records of Volusia County, Florida.

(e) The property is subject to that certain St. Johns River Water Management District permit number [REDACTED] regulating the storm water management system, a copy of which is attached hereto as Exhibit D-2.

(f) Deed Restrictions per Deed recorded at Official Records Book 5207, page 3014, Public Records of Volusia County, Florida, a copy of which is attached as Exhibit D-2.

(g) Utility Easements per site plan.

(h) Cable Utility Easements per site plan.

(i) Sign Program attached hereto as Exhibit D-5.

(j) DOT Easement attached hereto as Exhibit D-6.

(k) Master Development Agreement as referenced on Exhibit D-7.

(l) All matters referenced on the Site Plan including, but not limited to, the B-19 Canal.

(m) All other matters as may appear in the Public Records of Volusia County, Florida incident to the property.

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 Suite Owner. Developer will pay or cause others on Developer's behalf (but not a Suite 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 Suite Owner or the Association shall be entitled to all or any portion of said water/sewer conversion refunds or payments. Suite Owners shall be responsible to pay water/sewer service fees and expenses, for monthly service and deposits regardless of the provider. Suite Owners and the Association agree to cooperate with Developer in all respects if conversion of water/sewer service is required.

4.8 Development Plan/Elevator. All suites are as defined in attached suite located on the second floor. The Mechanical Room, Lobby, Elevator, Elevator Shaft and fire staircase are all located within Suite 112 and Suite 112 shall be responsible for all care, maintenance and expenses associated with these items which service only Suite 112.

ARTICLE V

WAIVER OF PARTITION

5.1 Any undivided interest in the Common Elements is declared to be appurtenant to each Suite, and such undivided interest shall not be conveyed separately from the Suite, and such interest shall be deemed conveyed, devised, encumbered, or otherwise included with the Suite 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 Suite 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. Expenses regarding easements in favor of or encumbering the Condominium Property shall be deemed Common Elements and all expenses of maintenance and repair shall be Common Expense.

(b) Improvement. Except as provided in Sections 6.1(c), (d) (e) and (f) hereof, there shall be no further improvement of the real property included in the Common Elements without prior approval in writing of all of the Suite Owners. The cost of such work, other than that described in 6.1(c), (d), (e) and (f) shall not be assessed against any institutional mortgagee

that acquires its title as a result of owning a mortgage upon a Suite, unless such mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by foreclosure proceedings or by deed in lieu of foreclosure. The share of any cost not so assessed shall be assessed to the other Suite Owners. There shall be no change in the shares and rights of Suite Owners in the Common Elements hereafter improved, whether or not the other Suite 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 may be improved, modified or expanded by majority vote of the Board of Directors of the Association.

(d) Utility Service. All utility services may be expanded or supplemented by a majority vote of the Board of Directors of the Association.

(e) Signs. The Developer shall promulgate all rules and regulations regarding exterior signs, both freestanding and signage on units (unit identification signs). 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 original signage allocated to the suites by the Developer. All expenses associated with free standing signs shall be paid by the Association as a common expense. The suite identification signs on a suite shall be paid by the individual suite owners which expense shall be attributable exclusively to the suite owner and shall not be a common expense.

(f) Future Development. Developer may acquire and/or develop other contiguous or non-contiguous parcels of property(hereafter "Future Parcel"). The Future Parcel is not submitted to condominium ownership at this time. If Developer (or any partnership or corporation in which Developer owns an interest) acquires the Future Parcel, Developer reserves the following rights:

(1) To adjust and/or relocate the retention pond or any utilities 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 and parking areas provided all necessary governmental permits and approvals are received.

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 Suites.

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

- (1) All exterior portions of all buildings containing the Suites, including exterior doors and windows.**
- (2) All portions of a Suite, except interior surfaces, contributing to the support of the building containing the Suites, including the party wall between the Suites and all load bearing walls, columns, or structures.**
- (3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained within a Suite that service part or parts of the Condominium other than the Suite within which such facilities are contained. This provision excludes from its coverage any air conditioning compressor facility, refrigerant gas line and appurtenant facility; and also any other facility for the furnishing of utility services, now or hereafter installed outside any Suite and intended for the purpose of furnishing utility services exclusively to such Suite.**
- (4) All incidental damage caused to a Suite 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 illustrative but not all inclusive) are as follows:**

freestanding signs; all maintenance and repair of the dumpster area and enclosure; all landscaping and irrigation systems; all parking lot lighting; all parking lot maintenance and repair including resurfacing and striping; all parking and traffic signs; the Common Element electric bill; any fees assessed to the Association; the reuse water system; and all water/sewer/drainage pipes in the common area and all apparatus necessary for plant and lawn irrigation.

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

- (1) Maintenance, repair and replacement of 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 such owner's Suite. Suite Owners shall also be responsible for the maintenance, repair, and replacement of the interior surfaces of their respective Suites, including wall, floor and ceiling surfaces or coverings, and all other portions of such owner's Suite, except the portions thereof specifically maintained and repaired by the Association pursuant to this Declaration.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building containing the Suites.

(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. The initial management contract shall be between the Association and the Developer. 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.

ARTICLE VII

ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

7.1 In order to provide for the efficient and effective administration of the Condominium by the Suite Owners, a non-profit corporation known as The Shoppes At Yorktowne, 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 Suite shall automatically become members of the Association upon his, her, their, or its acquisition of an ownership interest in the title to any Suite, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of title to such Suite, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any liens, mortgage or other encumbrance to any Suite shall be entitled, by virtue of such lien, mortgage or other encumbrance to a lien upon 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 Suite either by foreclosure or by voluntary conveyance from the mortgagor or its successor. In the administration of the 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 Suites and Common Elements as the Board of Directors of the Association may deem to be in the best interests of the Condominium.

7.2 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.

ARTICLE VIII

USE RESTRICTIONS

8.1 Rental. No Suite shall be leased or rented for a period of less than two (2) years, unless the Association adopts a By-Law permitting leases of shorter duration. Any lease shall provide that the lessee shall comply with and abide by all of the restrictions contained in this Declaration, and with the rules and regulations contained herein of hereafter established by the Association. No tenant or lessee may occupy or use any Suite unless and until an abstract of the lease is delivered to the Association. The abstract shall state the name and address of the tenant, the name, address and telephone number of the person to whom any notices from the Association should be addressed, the names of at least two (2) persons who may be contacted in the event of an emergency, and the duration of the lease and any renewal options. The abstract, which shall be executed by both owner and tenant, shall contain an acknowledgment by tenant that it has received a copy of the Declaration of Condominium, the Articles, By-Laws and Rules of the Association and will abide by all of the terms and provisions thereof. The tenant shall also waive any right of action, either directly or by way of contribution, against the Association to which the tenant might otherwise become entitled for any action or omission of or by the Association unless the same constitutes gross or willful negligence. The tenant shall specifically waive and release any claim or cause of action which it might thereafter assert against the Association, its officers, agents or employees for any

damage or injury to persons or property because of leakage of water or the operation of malfunction of any utility or building, mechanical, electrical, and plumbing system serving the Condominium Property or Condominium Parcel.

8.2 Use of Common Elements. The use of Common Elements by the owner or owners of all Suites 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 Suite, 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 Suite shall permit or suffer anything to be done or kept in his Suite, or on the Common Elements which will obstruct or interfere with the rights of other 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 Suite, or which interferes with the peaceful possession and proper use of any other Suite or the Common Elements.

8.4 Prohibited Uses. No suite shall be used for the storage or other disposition of flammable products. No suite shall be used for any purpose that would increase any insurance premiums for insurance coverage paid by the Association insuring the property. No suite shall be used for any form of adult entertainment; including, but not limited to a night club, or the sale of adult only magazines, videos, CD's or other adult only products. No suite shall be used for a tattoo parlor or body piercing business. No suite shall be used for vehicle, motorcycle, vessel or engine repair services of any kind, nature or description. No suite shall be used for the withdrawal of human blood, either for donation or for a fee. No suite shall be used to conduct a day labor business. No suite shall be used for manufacturing or assembly of cabinets. No suite shall be used for any business associated with the fabrication of products using fiberglass.

8.5 Parking and Driveways. No trucks or other commercial vehicles, 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 providing a service to a Suite such as for pick-up, delivery and such other services as may be necessary. All parking spaces are Common Elements and are undesignated. Parking is open to use by the employees, guest and invitees of Suite owners. Parking spaces are generally to be used on a first come, first serve basis. In determining the number of parking spaces, the Developer installed a total of one hundred thirteen (113) parking spaces including one hundred and eight (108) regular spaces and five (5) handicapped spaces. In the event of a dispute regarding parking spaces, the Board of Directors shall be authorized to designate parking spaces based upon an allocation of one (1) parking space for every two hundred (200) square feet contained within a suite. A suite owner is required to

manage and designate parking spaces for the suite owner, his employees, guests, clients, patients and patrons. Exhibit A-4 contains the square footage of each unit. If a suite owner is utilizing parking spaces in excess of the number allocated to his suite based upon the above described allocations; then the Association shall enforce the parking space allocation and shall be authorized to have vehicles towed at the suite owner's or automobile owner's expense. Suite owners and their Employees shall park in the most remote parking spaces located within the condominium property at all times.

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 Suites, and in the event of sale or transfer of any Suite to a third party, the purchaser of transferee shall notify the Association in writing of his interest in such Suite, 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 Suite. The holder of any mortgage of mortgages upon any Suite may notify the Association of the existence of any mortgage of mortgages held by such party on any Suite 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. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to buildings and its appurtenances, also for the benefit of Suite Owners and their mortgagees as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Suite Owners. It shall not be responsibility or duty of the Association to obtain insurance coverage for the personal liability, contents, personal property or redecorating of any Suite Owner.

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 Suite Owners as a group to a Suite 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 Suite 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 Suite Owner of the Condominium, each owner's share being the same as his undivided share in the Common Elements appurtenant to his Suite.

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

(1) When the damaged building is to be restored, for the owners of damaged Suites in proportion to the cost of repairing the damage suffered by each Suite 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 Suites 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 Suites.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a Suite, the share of the Suite Owner shall be held in trust for the mortgagee and the Suite 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 Suite 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 Suite Owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite 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 Suite Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Suite and may be enforced by such mortgagee.

10.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each Suite 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 Suite 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 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 Suites are located (the "Condominium Building") and damages to the Condominium Building extend to one or more of the Suites 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 Condominium improvements 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 Suites and all holders of first mortgages on the Suites 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 Condominium Building is 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 Suite Owners and all mortgagees holding first mortgages on the Suites 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 Suite Owners shall become tenants in common as to the real property and any remaining improvements. Each Suite Owner shall have that percentage interest equal to that Suite's appurtenant interest in the Common Elements. The lien of any mortgage or other encumbrance upon a Suite shall attach in the same order of priority to the encumbered Suite 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 Suite Owners therein and their mortgagees, as their respective interests may appear. The share of insurance proceeds to be allocated to each Suite shall be that fractional interest equal to such Suite'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 Condominium Building and improvements; or if not, then according to plans and specifications approved by all of the Suite Owners which approvals shall not be unreasonably withheld.

11.4 **Responsibility.** If the damage is only to those parts of Suites for which the

responsibility of maintenance and repair is that of the Suite 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 Suites, and against all Suite 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 Suites shall be in proportion to the cost of reconstruction and repair of their respective Suites. 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 Suite Owners, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(a) **Suite Owner.** The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Suite Owner, shall be paid by the Association to the Suite Owner, or if there is a mortgage endorsement as to such Suite, then to the Suite 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 Suite Owner, with remittance to an owner of a mortgaged Suite 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 made, levy and collect assessments against the owners of all Suites and said Suites. 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 Suites 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 interests 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 Suite 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 Suite, 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 Suite shall be required to pay a reasonable rental for the Suite 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 Suite 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 Suite or chargeable to the former owner of such Suite 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 Suite Owners including such mortgage holder, its successors and assigns. The prior owner or owners of the Suite shall remain personally liable for such unpaid assessments.

ARTICLE XIII

TERMINATION

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 Suite Owners in the Condominium, and all of the parties holding mortgages, liens or encumbrances against said Suites, 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* 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 Suite therein. Such amendment shall not require the approval, consent or joinder of the Association, any Suite Owner, mortgage holder or other person or entity, unless such amendment shall alter the percentage of Common Elements and Common Surplus appurtenant to any Suite not owned by Developer or the share of Common Expense to be borne by any Suite 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 Suites 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 Suite Owners and the record holders of all mortgages on all Suites, 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 Suite Owner whether at a member's meeting or by instrument in writing signed by such Suite 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 Suites 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 Suites, 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 Suite 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 Suite, or in any Suite'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 Suites 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 Suite 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 Suite shall entitle the Association or the owner or owners of any other Suite 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 Suite.

15.2 Negligence. The owner or owners of each Suite 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 Suite 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 Suite 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 Suite 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 Suite 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

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

Dec 25

**TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS
OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS**

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 Suite, or the mere act of occupancy of any Suite 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

The purpose and object of this paragraph is to maintain a businesslike, tranquil, non-transient, and professional atmosphere with the Suite Owner conducting its business in compatible coexistence with other financially responsible persons or entities. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large financial investment of each Suite Owner. Therefore, the lease, conveyance, disposal, and financing of the Suites by Owners shall be subject to the following provisions:

18.1 Association Approval Required. Except for Developer sales, no Suite Owner may sell, lease, give, or otherwise transfer ownership of a unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the unit number, the name of the Condominium, and the Official Record Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Public Records of Volusia County, Florida with the deed or other instrument title to the unit.

18.1.1 Devise of Inheritance. If any Suite Owner shall acquire title by devise or inheritance, said transfer of ownership shall be exempt from the provisions of paragraphs 17.1 above. The continuance of ownership shall not be subject to the approval of the Association. Such Suite Owner shall give the Association notice of the title acquisition together with such additional information concerning the Suite Owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may require said information.

18.1.2 Leases. Lease approvals do not need to be recorded. Only entire units

may be leased. No suite may be leased or subleased to more than one (1) tenant. All leases must provide; and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the Covenants of the Condominium Documents and that a violation of the documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the unit owner shall pay them and such funds shall be secured as a charge against the Suite Owner leasing the Suite. Each Suite Owner irrevocably appoints the Association as Owner's agent authorized to bring actions in Owner's name and at Owner's expense including injunction, damages, termination, and eviction. The rules and regulations must be provided to the lessee(s) by or on the behalf of the Suite Owner at or before the commencement of the lease term. The minimum leasing period is two (2) years.

18.2 Approval Procedure. The approval of the Association shall be obtained as follows:

18.2.1 Written Notice. Not later than 15 days before the transfer of ownership occurs, or the first day of occupancy under a lease, written notice shall be given the Association by the Owner of intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 or as permitted by law from time to time.

18.2.2 Association's Options. The Association must, within fifteen (15) days after the receipt of all the information required above, in the following order and priority, either (a) disapprove the transfer whether or not for cause, AND furnish an alternate purchaser approved by the Association with existing owners having a preference over non-owners or; (b) the Association may elect to purchase, on the same terms and conditions as set forth in this proposal; (c) or the owner may withdraw the proposed sale; or (d) the Association may approve the transaction. If disapproved, the Association may not act arbitrarily or unlawfully or in a manner that is discriminatory. Approval may be withheld only for reasons rationally related to the protection, preservation, and proper operation of the Condominium. A unit owner shall have the right to require the Association to disapprove a proposed sale if the owner desires to exercise the rights enumerated in subparagraph (a) above. If more than one (1) unit owner desires to exercise the right to purchase, the unit owner closest to the unit for sale shall be given priority.

18.2.3 Closing Date. The sale shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

18.2.4 Notice of Disapproval. If the Association disapproves the proposed

transaction (subject to the qualifications contained in Paragraph 17.2.2), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the unit have been paid.

18.3 Judicial Sales. Judicial sales are exempt from this section.

18.4 Unapproved Transactions. Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

ARTICLE XIX

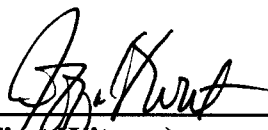
SEVERABILITY

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.

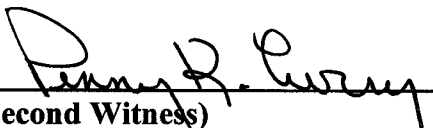
IN WITNESS WHEREOF, GBP Investments, LLC, a Florida limited liability company has caused these presents to be executed this 20th day of February, 2007.

Signed, sealed and delivered in our presence:

GBP INVESTMENTS, LLC, a
Florida limited liability company


(First Witness)

Jeffray C Sweet
(Printed/typed name)


(Second Witness)

Penny R. Every
(Printed/typed name)


By: Brendan Galbreath, Manager



Attest: Bruce Gaffka

Dec 28

28

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20 day of February, 2007 by Brendan Galbreath as Manager and Bruce Gaffka, Member of GBP Investments, LLC, a Florida limited liability company, who are ☐ personally known to me or ☐ have produced a driver's license as identification and who ☐ did ☐ did not take an oath.



NOTARY PUBLIC

My Commission Expires:
SEAL:



Dec 29

JOINDER AND CONSENT OF MORTGAGEE

SunTrust Bank, a banking corporation ("Mortgagee"), the owner and holder of that certain Mortgage Deed and Security Agreement dated October 30, 2003, Assignment of Rents of even date therewith, and UCC Financing Statement, which Mortgage, Assignment of Rents and UCC Financing Statement are recorded in Official Records Book 5207, Page 3015, Official Records Book 5207, Page 3022, and Official Records Book 5207, Page 3027, 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 THE SHOPPES AT YORKTOWNE, 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, Sun Trust Bk has caused there presents to be signed in its corporate name and its corporate seal to be affixed this 20th day of February, 2007.

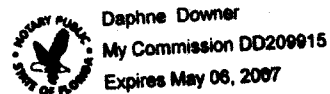
By: James A. Battles
James A. Battles, Vice President

"CORPORATE SEAL"

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 20th day of February, 2007, by James A. Battles as Vice President of SunTrust Bank.

Daphne L. Downer
Notary Public
My Commission Expires:



Dec 30

THE SHOPPES AT YORKTOWNE, A CONDOMINIUM

COMPOSITE SCHEDULE A

Dec 31

THE SHOPPES AT YORKTOWNE, A CONDOMINIUM

SCHEDULE A-1

LEGAL DESCRIPTION

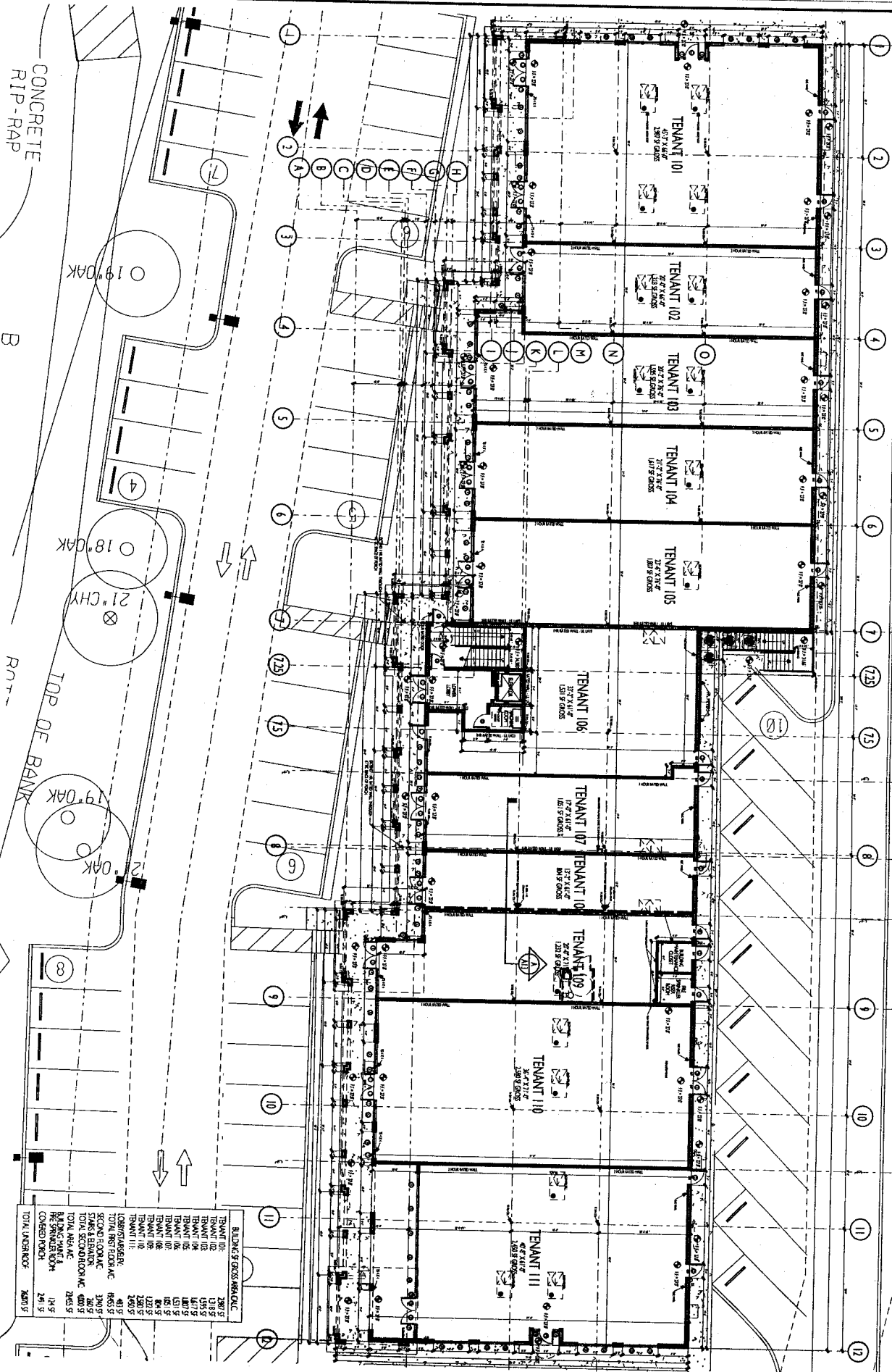
**Lot 1, Daniel Healthcare Center, according to the Plat thereof
as recorded in Map Book 192 through 194, inclusive of the
Public Records of Volusia County, Florida.**

THE SHOPPES AT YORKTOWNE, A CONDOMINIUM

SCHEDULE A-2

00'05" N. 21' 34"0"/.00N

6' CHAIN LINK & BARBED WIRE FENCE



PROPOSED FLOOR PLAN
 SCALE: 1/8" = 1'-0"

TENANT 101	3,875 S.F.
TENANT 102	1,319 S.F.
TENANT 103	1,319 S.F.
TENANT 104	1,319 S.F.
TENANT 105	1,319 S.F.
TENANT 106	1,319 S.F.
TENANT 107	1,319 S.F.
TENANT 108	1,319 S.F.
TENANT 109	1,319 S.F.
TENANT 110	1,319 S.F.
TENANT 111	1,319 S.F.
TOTAL FIRST FLOOR AC	14,655 S.F.
SECOND FLOOR AC	14,655 S.F.
THIRD FLOOR AC	14,655 S.F.
FOURTH FLOOR AC	14,655 S.F.
TOTAL FLOOR AC	58,620 S.F.
BUILDING CHANT 1	14 S.F.
BUILDING CHANT 2	14 S.F.
BUILDING CHANT 3	14 S.F.
BUILDING CHANT 4	14 S.F.
BUILDING CHANT 5	14 S.F.
BUILDING CHANT 6	14 S.F.
BUILDING CHANT 7	14 S.F.
BUILDING CHANT 8	14 S.F.
BUILDING CHANT 9	14 S.F.
BUILDING CHANT 10	14 S.F.
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BUILDING CHANT 58	14 S.F.
BUILDING CHANT 59	14 S.F.
BUILDING CHANT 60	14 S.F.
BUILDING CHANT 61	14 S.F.
BUILDING CHANT 62	14 S.F.
BUILDING CHANT 63	14 S.F.
BUILDING CHANT 64	14 S.F.
BUILDING CHANT 65	14 S.F.
BUILDING CHANT 66	14 S.F.
BUILDING CHANT 67	14 S.F.
BUILDING CHANT 68	14 S.F.
BUILDING CHANT 69	14 S.F.
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BUILDING CHANT 135	14 S.F.
BUILDING CHANT 136	14 S.F.
BUILDING CHANT 137	14 S.F.
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BUILDING CHANT 185	14 S.F.
BUILDING CHANT 186	14 S.F.
BUILDING CHANT 187	14 S.F.
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BUILDING CHANT 189	14 S.F.
BUILDING CHANT 190	14 S.F.
BUILDING CHANT 191	14 S.F.
BUILDING CHANT 192	14 S.F.
BUILDING CHANT 193	14 S.F.
BUILDING CHANT 194	14 S.F.
BUILDING CHANT 195	14 S.F.
BUILDING CHANT 196	14 S.F.
BUILDING CHANT 197	14 S.F.
BUILDING CHANT 198	14 S.F.
BUILDING CHANT 199	14 S.F.
BUILDING CHANT 200	14 S.F.

THE SHOPPES AT YORKTOWNE

PROPERTY OWNER: CBF INVESTMENTS, L.L.C. RICHARD BARKER, RICHARD BARKER REPRESENTATIVE 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386767-7597 FAX: 386756-7780
 PROJECT LOCATION: 1465 OUNAWAY AVENUE, PORT ORANGE, FL 32119
 GENERAL CONTRACTOR: RICHARD BARKER, RICHARD BARKER CONSTRUCTION, INC., C/O 5350, 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386767-7597 FX: 386756-7780

35

ENLARGED FLOOR PLAN A
TENANTS 101 102

SCALE: 1/4" = 1'-0"

EXTEND 1 HR. RATED W/ ATTIC SPACE OF PORCH.

[illegible]

THE SHOPPES AT YORKTOWNE

PROPERTY OWNER: GIP INVESTMENTS, LLC, RICHARD BARKER, JM PATTAS REPRESENTATIVE 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386767-7397 FAX: 386756-7700
PROJECT LOCATION: 1645 DUNLAWTON AVENUE, PORT ORANGE, FL 32119
GENERAL CONTRACTOR: RICHARD BARKER, RICHARD BARKER CONSTRUCTION, INC., CCG053560, 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: [REDACTED] FAX: 386756-7700

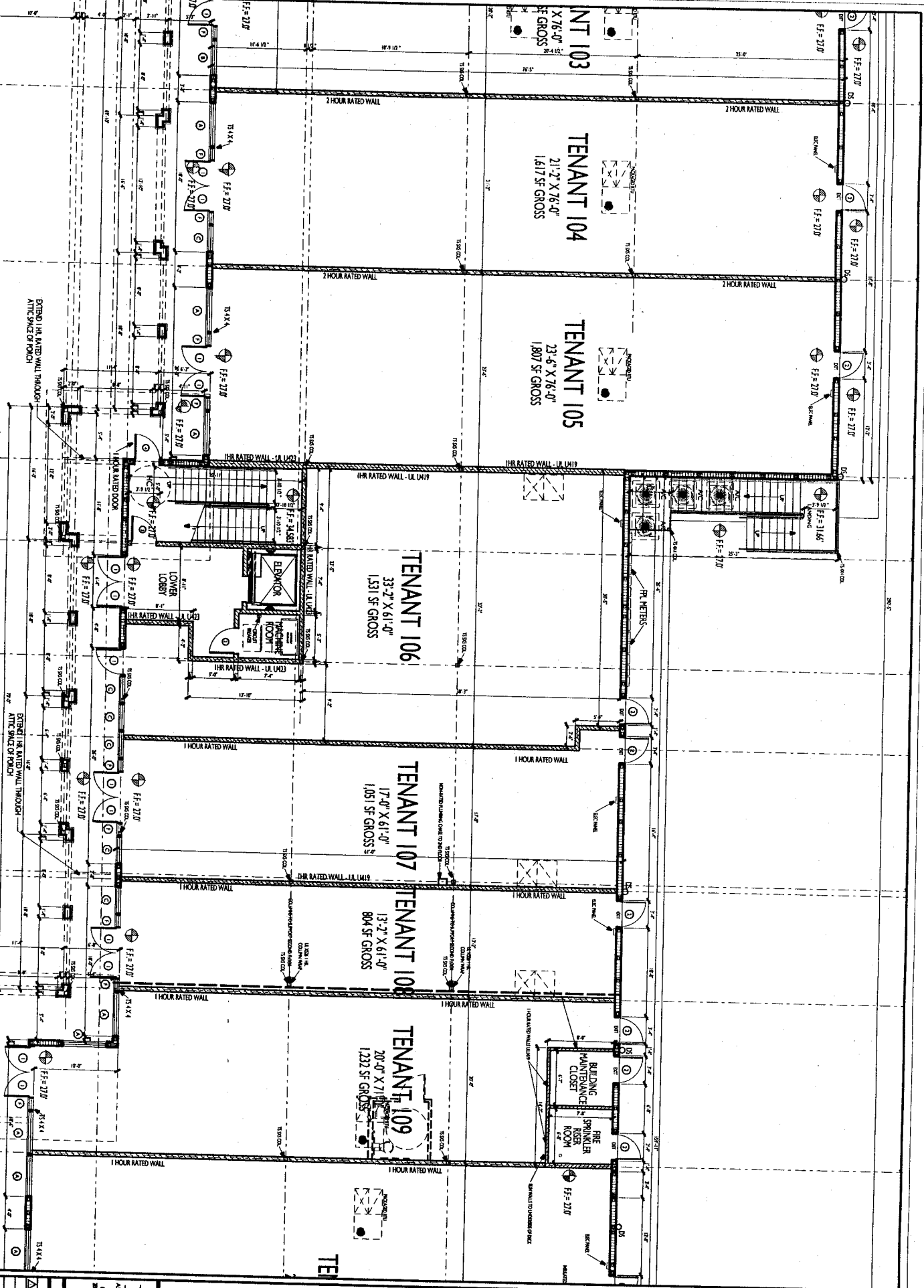
36

A
 A4

ENLARGED FLOOR PLAN B

SCALE 1/4" = 1'-0"

TENANTS 104 - 109



BY
 ASSOCIATED CONTRACTORS
 2500 N. W. 10th Ave.
 Fort Lauderdale, FL 33304
 (954) 571-1111

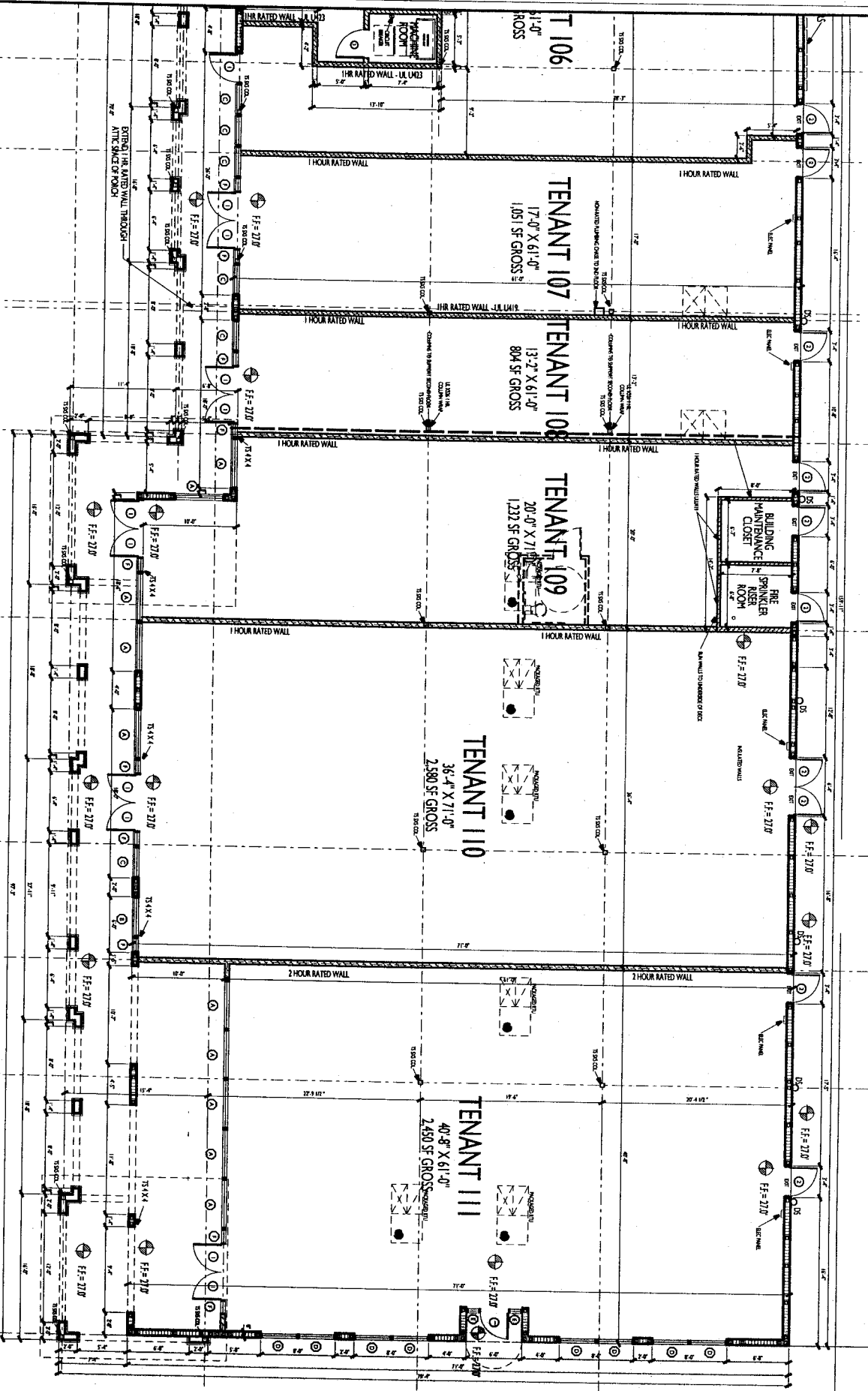
SEAL
 1/4" = 1'-0"

DATE
 11/11/03

PROJECT
 THE SHOPPES AT YORKTOWNE

THE SHOPPES AT YORKTOWNE

PROPERTY OWNER: GRP INVESTMENTS, LLC, RICHARD BARKER, JIM PATTAS REPRESENTATIVE 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7591 FAX: 386/756-7700
 PROJECT LOCATION: 1665 DUNLAWTON AVENUE, PORT ORANGE, FL 32119
 GENERAL CONTRACTOR: RICHARD BARKER, RICHARD BARKER CONSTRUCTION, INC., 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7591 FX: 386/756-7700



7.5

8

A
 A5
 TENANTS 8-11

11

ENLARGED FLOOR PLAN C

SCALE 1/4" = 1'-0"

BUILDING SF GROSS AREA CALC

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. ALL WALLS ARE 1/2" THICK UNLESS NOTED OTHERWISE.
 3. ALL DOORS ARE 3'-0" WIDE UNLESS NOTED OTHERWISE.
 4. ALL STAIRS ARE 4'-0" WIDE UNLESS NOTED OTHERWISE.
 5. ALL CORRIDORS ARE 4'-0" WIDE UNLESS NOTED OTHERWISE.
 6. ALL ROOMS ARE 8'-0" HIGH UNLESS NOTED OTHERWISE.
 7. ALL ROOMS ARE TO BE FINISHED WITH CARPET OR TILE UNLESS NOTED OTHERWISE.
 8. ALL ROOMS ARE TO BE FINISHED WITH PLASTER OR GYPSONUM UNLESS NOTED OTHERWISE.
 9. ALL ROOMS ARE TO BE FINISHED WITH PAINT UNLESS NOTED OTHERWISE.
 10. ALL ROOMS ARE TO BE FINISHED WITH CEILING UNLESS NOTED OTHERWISE.

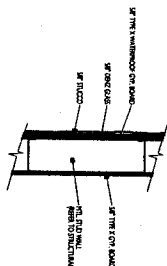
BRX
 ASSOCIATES INCORPORATED
 11000 AMERICAN BLVD
 SUITE 100
 PORT ORANGE, FL 32127
 (407) 321-1100
 FAX (407) 321-1101
 WWW.BRX-ASSOCIATES.COM

BLAND CONSULTING
 11000 AMERICAN BLVD
 SUITE 100
 PORT ORANGE, FL 32127
 (407) 321-1100
 FAX (407) 321-1101
 WWW.BLANDCONSULTING.COM

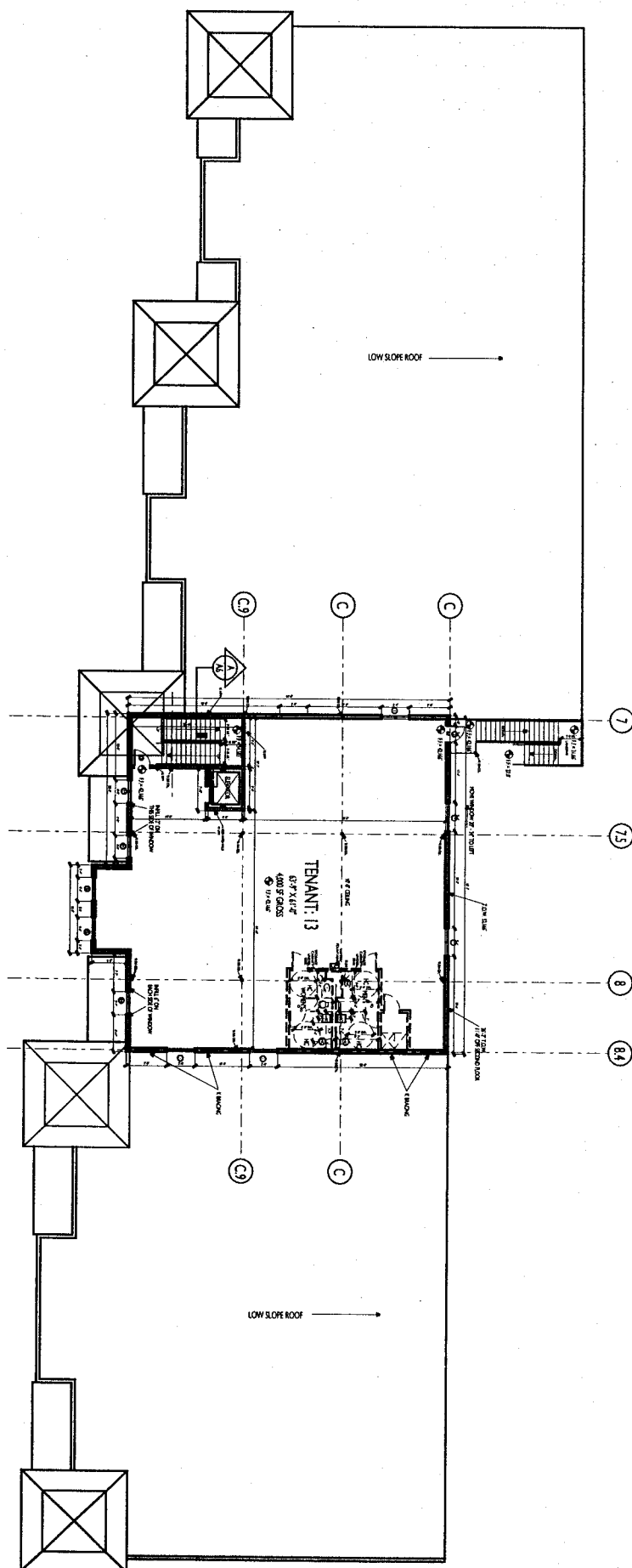
SHOWN 15

THE SHOPPES AT YORKTOWNE

PROPERTY OWNER: GRP INVESTMENTS, LLC, RICHARD BARKER, 3811 PAYTONS REPRESENTATIVE, 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7597 FAX: [REDACTED]
 PROJECT LOCATION: 1665 DUNLAWTON AVENUE, PORT ORANGE, FL 32119
 GENERAL CONTRACTOR: RICHARD BARKER, RICHARD BARKER CONSTRUCTION, INC., C/O 555380, 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7597 FAX: 386/756-7700



SECOND FLOOR PLAN
4,000 S² GROSS
SCALE 1/8" = 1'-0"



SECOND FLOOR PLAN
W/ I.R. DETAIL
SCALE: 1/8" = 1'-0"

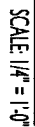
BUILDING 5 CROSS AREA CALC	
FIRST FLOOR A/C	1,639.57
LOBBIES/RECEV.	1,130.52
STAIRS & ELEVATOR	1,130.52
SECOND FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
THIRD FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
FOURTH FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
FIFTH FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
SIXTH FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
SEVENTH FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
EIGHTH FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
NINTH FLOOR A/C	1,130.52
STAIRS & ELEVATOR	1,130.52
TOTAL UNDER FLOOR	36,075.5

[illegible]

THE SHOPPES AT YORKTOWNE

PROPERTY OWNER: GRP INVESTMENTS, LLC, RICHARD BANKER, JM PAYTAS REPRESENTATIVE 3947 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/676-7597 FAX: 386/756-7780
PROJECT LOCATION: 1665 DUNLAWTON AVENUE, PORT ORANGE, FL 32119
GENERAL CONTRACTOR: RICHARD BANKER, RICHARD BANKER CONSTRUCTION, INC., CCG05368, 3947 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7597 FX: 386/756-7780

39




63'-9" X 61'-0"
4,000 SF GROSS
FF=42 | 66'

7 K BRACING

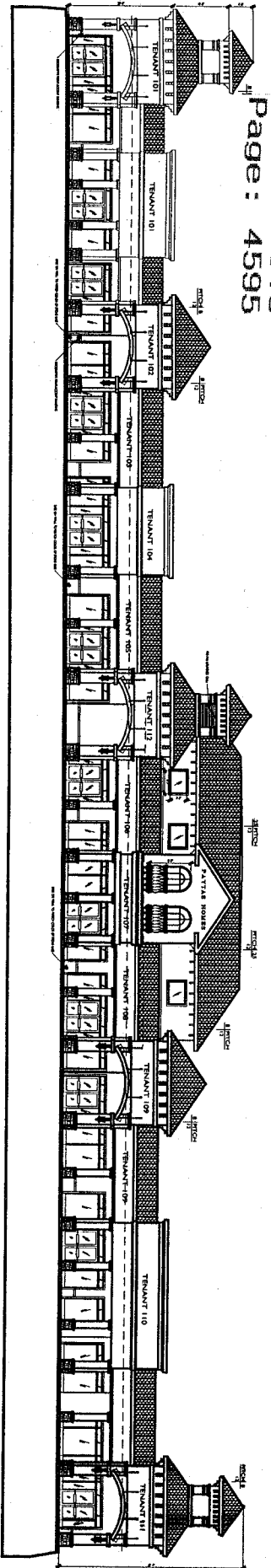
THIS SIDE OF WINDOW

26'-2" T.O.W,
/ 11'-4" OFF SECOND FLOOR

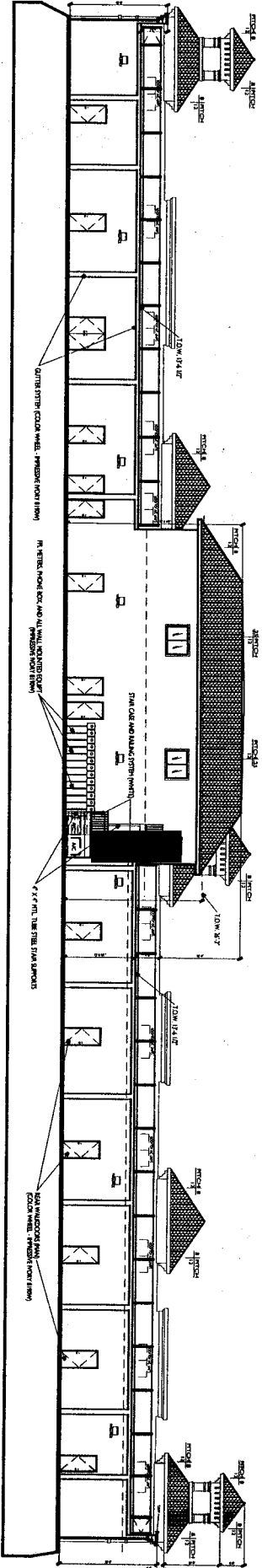
BRY	
ASSOCIATES INCORPORATED	
COMMERCIAL REAL ESTATE INDEPENDENT INVESTMENT & FIN ANALYSIS FOR THE FUTURE	
DATE: _____	PAGE: _____
RECORDS	
<input type="checkbox"/> LEADS <input type="checkbox"/> SUBJECT MATTER LEADS _____ _____ _____ _____ _____ MARKED FOR ACTION	
SERIAL NO.	

PROPERTY OWNER: GRP INVESTMENTS, LLC, RICHARD BARKER, JIM PATTAS REPRESENTATIVE 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/783-7597 FAX: 386/756-7700
PROJECT LOCATION: 1665 DUNLAWTON AVENUE, PORT ORANGE, FL 32119
GENERAL CONTRACTOR: RICHARD BARKER, RICHARD BARKER CONSTRUCTION, INC., CCG535580, 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/783-7597 FX: 386/756-7700

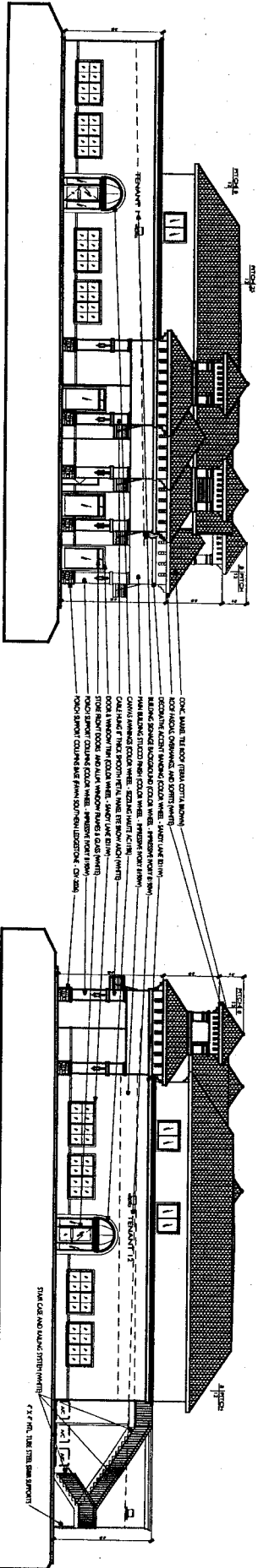
40



D FRONT ELEVATION EAST FACADE



C REAR ELEVATION WEST FACADE



B SIDE ELEVATION SOUTH FACADE

A SIDE ELEVATION NORTH FACADE

TYPICAL BUILDING CODES SCHEDULE

ITEM	DESCRIPTION	NOTES
1	BRICK	SEE SCHEDULE
2	CONCRETE	SEE SCHEDULE
3	GLASS	SEE SCHEDULE
4	ROOFING	SEE SCHEDULE
5	PAINT	SEE SCHEDULE
6	FINISHES	SEE SCHEDULE
7	MECHANICAL	SEE SCHEDULE
8	ELECTRICAL	SEE SCHEDULE
9	PLUMBING	SEE SCHEDULE
10	HEATING	SEE SCHEDULE
11	Cooling	SEE SCHEDULE
12	Lighting	SEE SCHEDULE
13	Acoustics	SEE SCHEDULE
14	Security	SEE SCHEDULE
15	Fire Protection	SEE SCHEDULE
16	Life Safety	SEE SCHEDULE
17	Accessibility	SEE SCHEDULE
18	Other	SEE SCHEDULE

BUILDING ELEVATIONS

1/8" = 1'-0"

BYX
 ASSOCIATED ARCHITECTS
 1400 N. W. 10th Ave.
 Fort Lauderdale, FL 33304
 Phone: (305) 555-1111
 Fax: (305) 555-1112

REVISIONS

NO.	DATE	BY	DESCRIPTION
1	10/10/06	BYX	ISSUED FOR PERMIT

DATE 10/10/06

SCALE 1/8" = 1'-0"

PROJECT THE SHOPPES AT YORKTOWNE

CLIENT GIP INVESTMENTS, L.L.C.

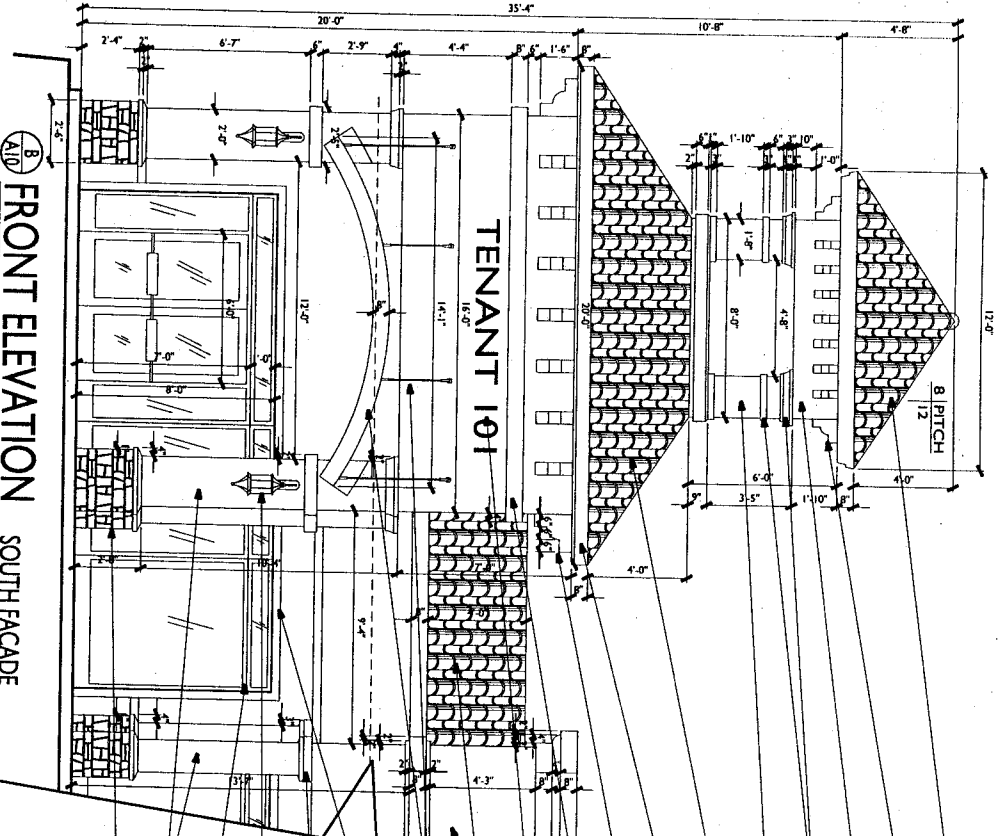
ARCHITECT BYX ASSOCIATED ARCHITECTS

ENGINEER RICHARD BARKER CONSTRUCTION, INC.

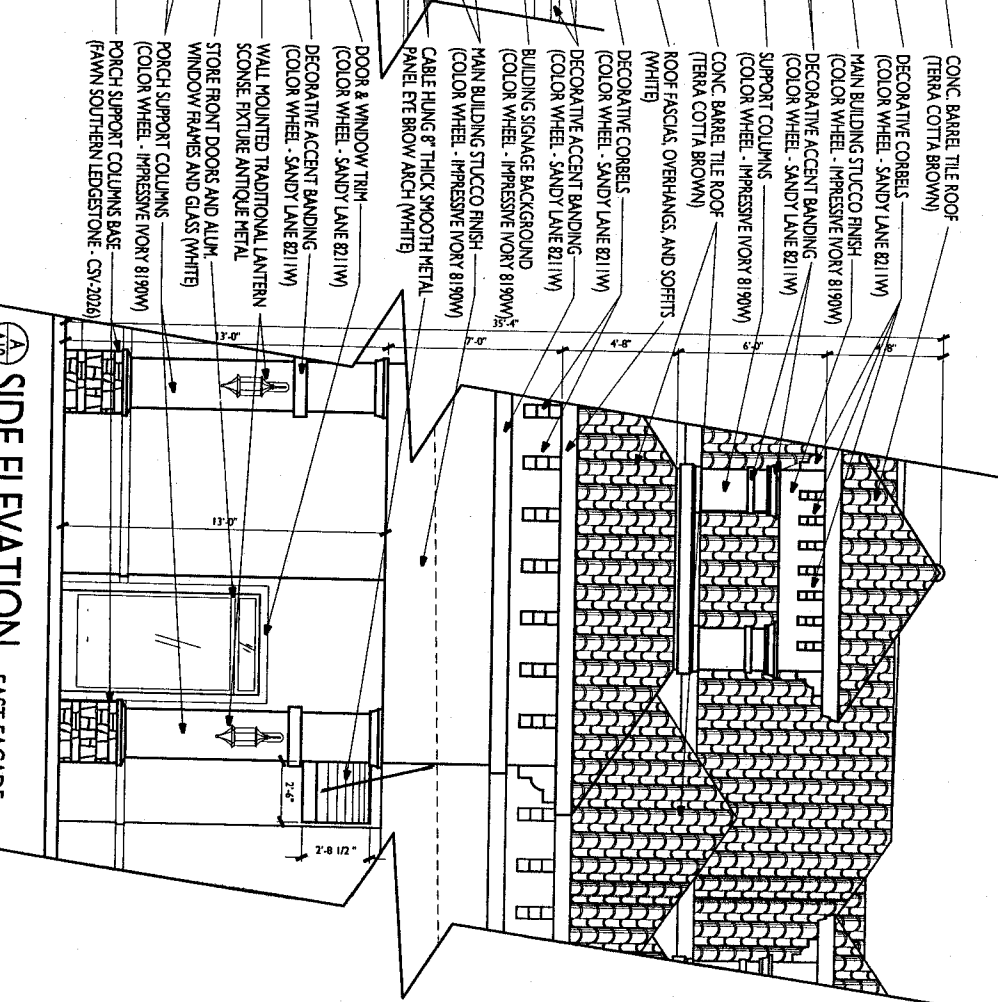
THE SHOPPES AT YORKTOWNE

PROPERTY OWNER: GIP INVESTMENTS, L.L.C. RICHARD BARKER, PM PATTAS REPRESENTATIVE 3967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/756-7780 FAX: 386/756-7780
 PROJECT LOCATION: 1665 DUNLAWTON AVENUE, PORT ORANGE, FL 32119
 GENERAL CONTRACTOR: RICHARD BARKER, RICHARD BARKER CONSTRUCTION, INC., C/O 3535A, 3967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7597 FX: 386/756-7780

41



FRONT ELEVATION
 SOUTH FACADE
 SCALE: 1/2" = 1'-0"



SIDE ELEVATION
 EAST FACADE
 SCALE: 1/2" = 1'-0"

TYPICAL BUILDING COLOR SCHEDULE

BUILDING ELEMENT	SELECTED COLOR
DECORATIVE ACCENT BANDING	COLOR WHEEL - SANDY LANE 821 (W)
BARREL TILE ROOF	TERRA COTTA BROWN
PORCH SUPPORT COLUMNS	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
MAIN BUILDING STUCCO FINISH	HAWN SOUTHERN LEDGESTONE (CV-2026)
GUTTER SYSTEM	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
MAIN BUILDING STUCCO FINISH	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
FLY HATCH, POCKET DOOR, AND ALL WALL MOUNTED EQUIPMENT	COLOR WHEEL - SANDY LANE 821 (W)
DOOR & WINDOW TRIM	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
STONE FRONT DOORS AND ALUMINUM WINDOW FRAMES AND GLASS	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
BLINDING SIGNAGE BACKGROUND	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
MOOD HAZARD OVERHANGS AND SOFFITS	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
CAVE HATCH SMOOTH METAL PANEL FIVE BROW ARCH	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
MAIN WOODWORK (PANI)	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
EXTENDED STAIR CASE AND BUILDING STEPS	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
CAD STAIRCASE, STONE BALUSTRADE	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)
CORNER FINISHES	COLOR WHEEL - IMPRESSIVE IVORY 819 (W)

ENLARGED ELEVATION DETAILS TOWER ELEMENT

THE SHOPPES AT YORKTOWNE

PROPERTY OWNER: GBP INVESTMENTS, LLC. RICHARD BARKER, JPM PATTAS REPRESENTATIVE 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7597 FAX: 386/756-7700
 PROJECT LOCATION: 1645 DUNLAWTON AVENUE, PORT ORANGE, FL 32119
 GENERAL CONTRACTOR: RICHARD BARKER, RICHARD BARKER CONSTRUCTION, INC., 5967 BOGGS FORD ROAD, PORT ORANGE, FL 32127 PH: 386/767-7597 FX: 386/756-7700

BRP
 ASSOCIATES INCORPORATED
 2000 W. US HWY 1, SUITE 100
 PORT ORANGE, FL 32127
 (407) 325-1100
 FAX (407) 325-1101
 WWW.BRP-FL.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	08/01/06	ISSUED FOR PERMIT

APPROVED

DATE: 08/01/06

BY: [Signature]



SIDE ELEVATION WEST FACADE
SCALE: 1/2" = 1'-0"



ENLARGED ELEVATION DETAILS

CENTRAL ELEMENT

THE SHOPPES AT YORKTOWNE, A CONDOMINIUM

SCHEDULE A-3

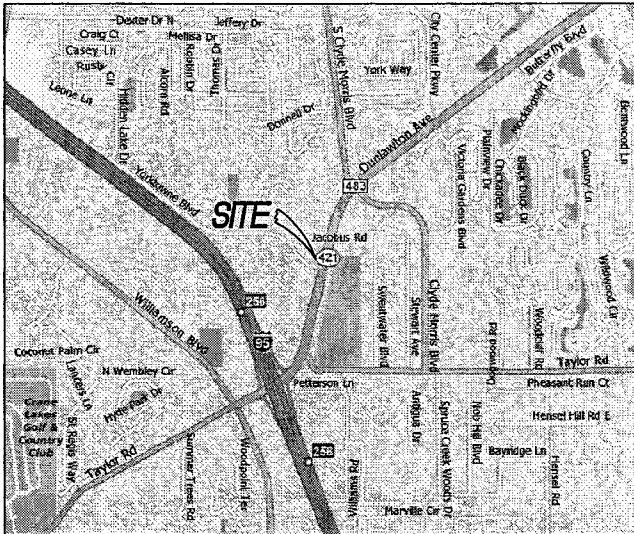
EXHIBIT 'A'
THE SHOPPES AT YORKTOWNE
A CONDOMINIUM

SITUATED IN PORT ORANGE
VOLUSIA COUNTY, FLORIDA

Instrument # 2007-044992 # 45
Book: 6013
Page: 4599

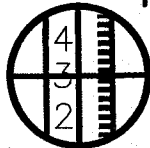
SCHEDULE

VICINITY MAP - NOT TO SCALE



SHEET NUMBER	CONTENTS
1.	SCHEDULE / VICINITY MAP / CERTIFICATION
2.	SURVEYOR'S NOTES / LEGEND / LEGAL DESCRIPTION
3.	CONDOMINIUM - BOUNDARY SURVEY/PLOT PLAN
4.	FIRST FLOOR - UNIT 101 THRU 106 PLAN
5.	FIRST FLOOR - UNIT 106 THRU 111 PLAN
6.	SECOND FLOOR - PLAN
7.	FRONT ELEVATION - PLAN
8.	REAR ELEVATION - PLAN
9.	SIDE ELEVATION - PLAN

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS



LICENSED BUSINESS CERTIFICATION NO. 3019

3921 SOUTH NOVA ROAD
PORT ORANGE, FL 32127

(386) 761-5385

www.sligerassociates.com

Copyright © 2006 Sliger & Associates, Inc.

CERTIFICATE OF SURVEYOR

I HEREBY CERTIFY THAT THE ATTACHED SHEETS 1 THROUGH 13, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "A", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN INCLUDING THE COMMON ELEMENTS AND THE CONDOMINIUM UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR THE SHOPPES AT YORKTOWNE, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

The foregoing instrument was acknowledged before me this 12 day of February, 2007, by STEVEN T. KRUGER, who is personally known to me or who has produced a Florida Driver's license as identification.

SLIGER & ASSOCIATES, INC.

STEVEN T. KRUGER, P.L.S. NO. 4722

Signature

Notary Name:

Title/Rank: Notary Public, State of Florida

Serial #:

My commission expires:

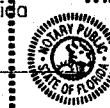
WILLIAM M. BARBER

Comm#

Expires 3/26/2010

Bonded thru (800)432-4254

Florida Notary Assn., Inc.



45

SURVEYOR'S NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARINGS ARE BASED ON RECORD PLAT OF DANIEL HEALTHCARE CENTER, PLAT BOOK 46. PAGE 192-193 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA WITH THE BEARING ON THE WEST LINE OF LOT 1 BEING N00°43'12"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
6. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGAL DESCRIPTION:

LOT 1, DANIEL HEALTHCARE CENTER AS RECORDED IN MAP BOOK 46, PAGES 192-194 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LEGEND/ABBREVIATIONS

N=NORTH
S=SOUTH
W=WEST
E=EAST
C=CURVE
D=DELTA
R=RADIUS
L=LENGTH
CH=CHORD
TB=TANGENT BEARING
CHB=CHORD BEARING
S/SECT=SECTION
R/RNG=RANGE
T/TWP=TOWNSHIP
CB=CONCRETE BLOCK
CONC=CONCRETE
"=DEGREES
'=MINUTES
"=SECONDS
PERP=PERPENDICULAR
R/W = RIGHT OF WAY
○ IRON PIPE FD
○ REBAR/IRON ROD FD
● NAIL FD
□ FOUND 4"x4" CONCRETE MONUMENT "PRM #2232"
● FOUND REBAR/CAP #2232
⊙ SET NAIL/DISK LB #3019
X CHISEL CUT
■ SET CONCRETE MONUMENT LB #3019
P PROPERTY LINE
⊙ CENTER LINE
△ WETLAND LIMITS
FLAG #

PE =REGISTERED ENGINEER
RLS=REGISTERED LAND SURVEYOR
LB= LAND SURVEYING BUSINESS
PRM= PERMANENT REFERENCE MONUMENT
PCP= PERMANENT CONTROL POINT
PC= POINT OF CURVE
PT= POINT OF TANGENCY
PI= POINT OF INTERSECTION
MB= PLATBOOK
PG= PAGE
DB= DEED BOOK
ORB= OFFICIAL RECORD BOOK
FD= FOUND
(R)= RECORD
(F)= FIELD MEASURED
* = NOT SUPPORTED BY FIELD MEASUREMENT
(Ca)= CALCULATED DATA
(NR)= NON-RADIAL
PU&D= PUBLIC UTILITY AND DRAINAGE
CS= CONCRETE SLAB
POB=POINT OF BEGINNING
POC=POINT OF COMMENCEMENT
⊗ UTILITY POLE (WOOD)
⊗ UTILITY POLE (CONC)
→ GUY WIRE
⊙ BENCH MARK
⊙ LIGHT POLE
⊙ FIRE HYDRANT
⊙ MANHOLE (? TYPE)
S SANITARY SEWER
D STORM DRAINAGE
E ELECTRIC
T TELEPHONE

(CE) = COMMON ELEMENT

(LCE) = LIMITED COMMON ELEMENT

A/C= AIR CONDITIONER UNIT

—OU— OVERHEAD UTILITY

—UE— UNDERGROUND ELECTRIC

—G— GAS LINE

—W— WATER LINE

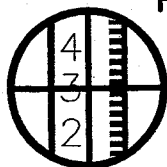
—FM— FORCED MAIN

—UT— UNDERGROUND TELEPHONE

—D— DRAINPIPE

x^{9.2} EXISTING ELEVATION**THE SHOPPES AT YORKTOWNE****A CONDOMINIUM**

SITUATED IN PORT ORANGE
VOLUSIA COUNTY, FLORIDA

SURVEYOR'S NOTES - LEGEND**SLIGER & ASSOCIATES, INC.****PROFESSIONAL LAND SURVEYORS**

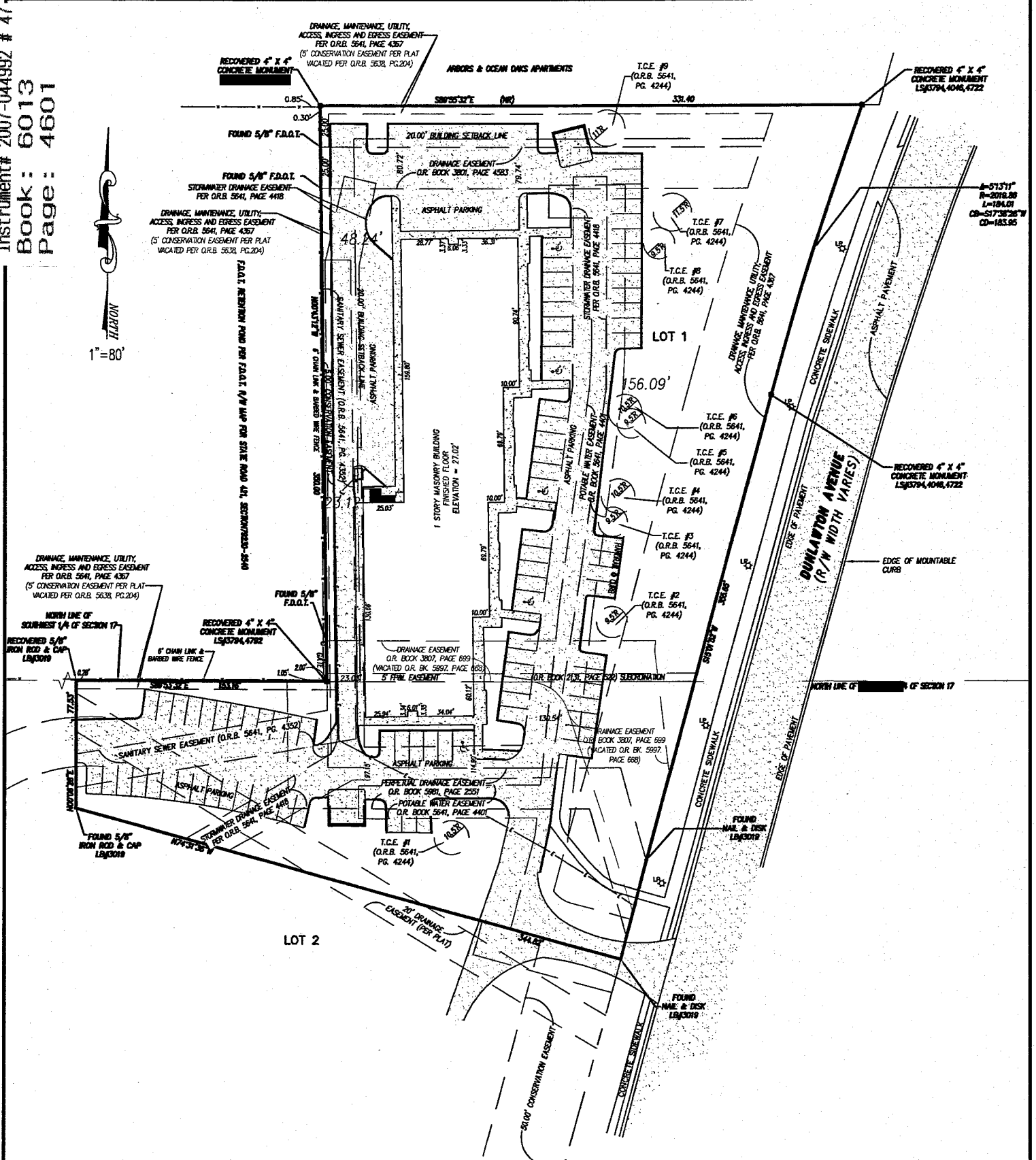
LICENSED BUSINESS CERTIFICATION NO. 3019

3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127

(386) 761-5385

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THE SHOPPES AT YOKTOWNE

A CONDOMINIUM

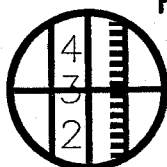
SITUATED IN PORT ORANGE
 VOLUSIA COUNTY, FLORIDA

CONDOMINIUM BOUNDARY SURVEY/PLOT PLAN

1"=80'

DATE ISSUED: 05/23/2006

JOB #06-1955



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3921 SOUTH NOVA ROAD,
 PORT ORANGE, FL 32127

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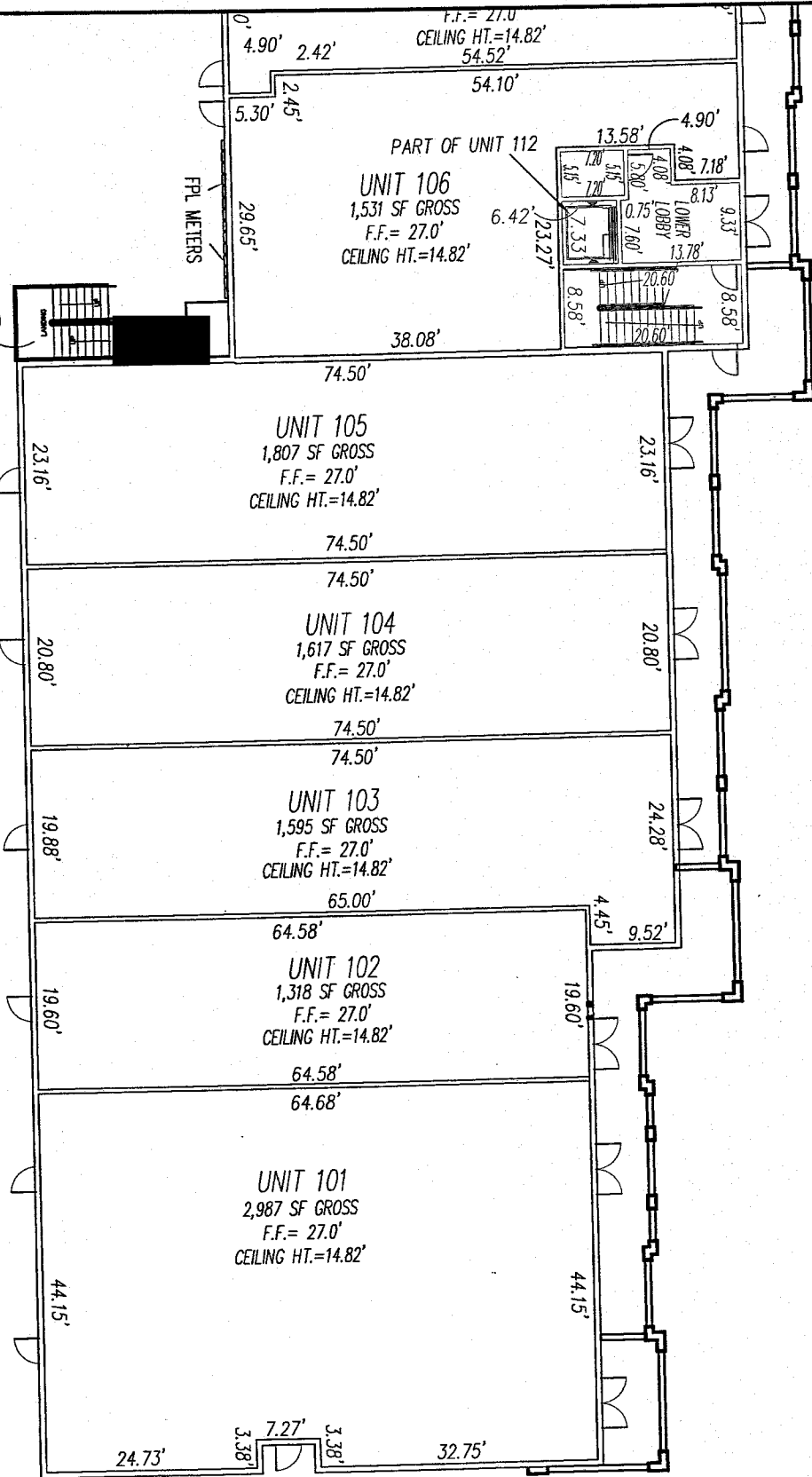
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SHEET 3 OF 9 SHEETS



OUTSIDE
STAIRS



THE SHOPPES AT YORKTOWNE

A CONDOMINIUM

SITUATED IN PORT ORANGE
 VOLUSIA COUNTY, FLORIDA

FIRST FLOOR PLAN

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

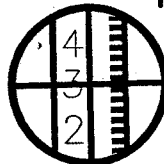
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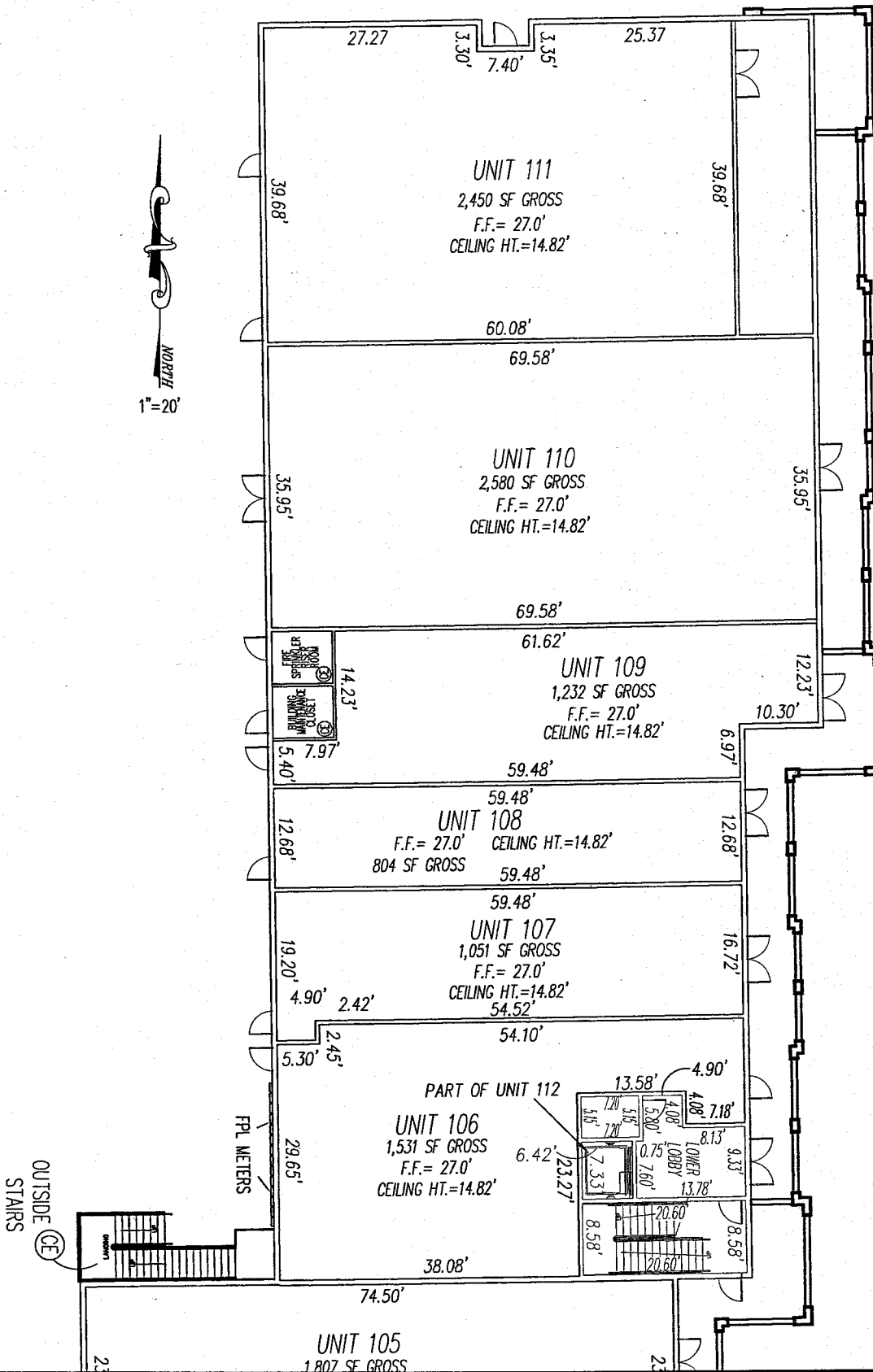
1"=20'

DATE ISSUED: 05/23/2006

JOB #06-1955

SHEET 4 OF 9 SHEETS

48



THE SHOPPES AT YORKTOWNE

A CONDOMINIUM

SITUATED IN PORT ORANGE
 VOLUSIA COUNTY, FLORIDA

FIRST FLOOR PLAN

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

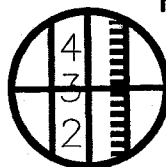
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1"=20'

DATE ISSUED: 05/23/2006

JOB #06-1955

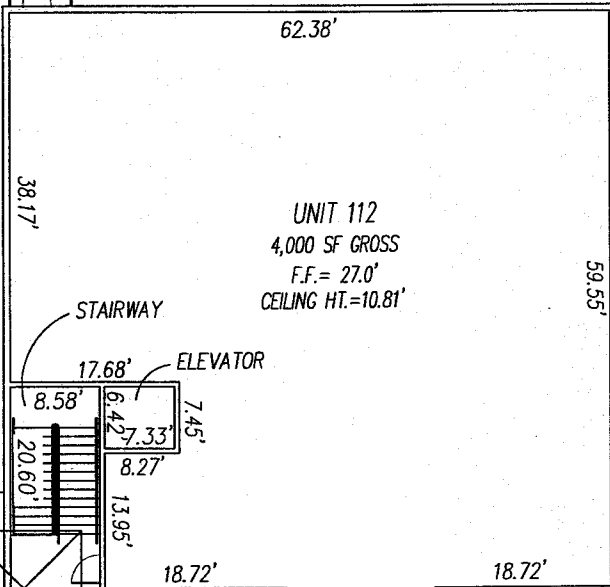
SHEET 5 OF 9 SHEETS

4c



1"=20'

CE OUTSIDE
STAIRS



THE SHOPPES AT YORKTOWNE

A CONDOMINIUM

SITUATED IN PORT ORANGE
VOLUSIA COUNTY, FLORIDA

SECOND FLOOR PLAN

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

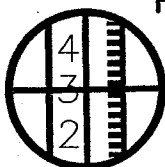
LICENSED BUSINESS CERTIFICATION NO. 3019

3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127

(386)

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1"=20'

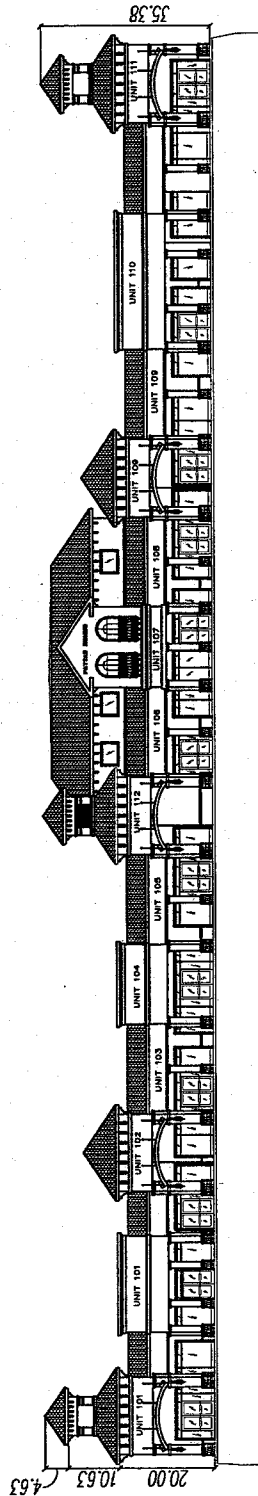
DATE ISSUED: 05/23/2006

JOB #06-1955

SHEET 6 OF 9 SHEETS

50

1"=40'



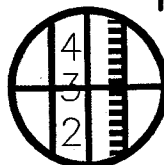
FRONT ELEVATION EAST FACADE

THE SHOPPES AT YORKTOWNE

A CONDOMINIUM

SITUATED IN PORT ORANGE
 VOLUSIA COUNTY, FLORIDA

FRONT ELEVATION



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

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1"=40'

DATE ISSUED: 05/23/2006

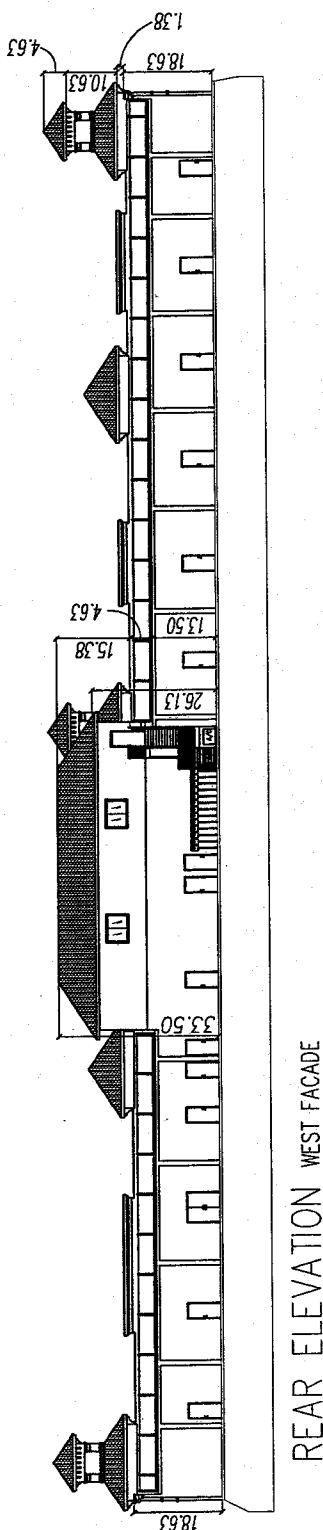
JOB #06-1955

SHEET 7 OF 9 SHEETS

51

Instrument# 2007-044992 # 52
 Book : 6013
 Page : 4606

1"=40'



THE SHOPPES AT YORKTOWNE

A CONDOMINIUM

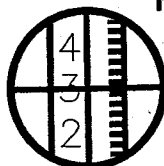
SITUATED IN PORT ORANGE
 VOLUSIA COUNTY, FLORIDA

REAR ELEVATION

1"=40'

DATE ISSUED: 05/23/2006

JOB #06-1016



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 SOUTH NOVA ROAD

PORT ORANGE, FL. 32127

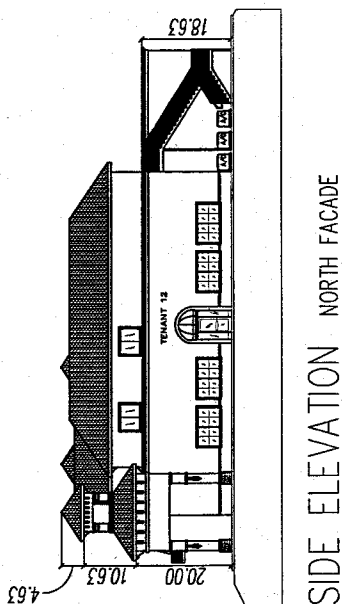
(386) 761-5385

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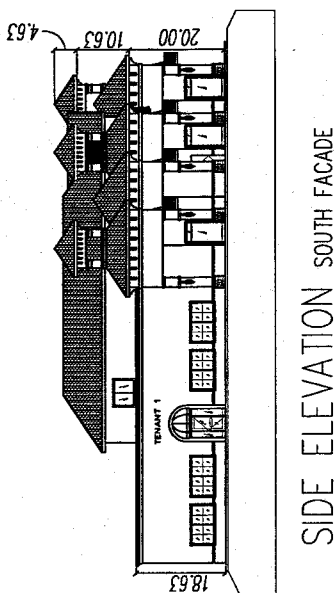
SHEET 8 OF 9 SHEETS

52



SIDE ELEVATION NORTH FACADE

1"=40'



SIDE ELEVATION SOUTH FACADE

THE SHOPPES AT YORKTOWNE

A CONDOMINIUM

SITUATED IN PORT ORANGE
 VOLUSIA COUNTY, FLORIDA

SIDE ELEVATION

SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

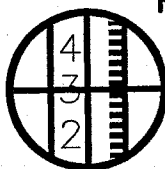
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1"=40'

DATE ISSUED: 05/23/2006

JOB #06-1955

SHEET 9 OF 9 SHEETS

53

EXHIBIT A-4

**TO THE DECLARATION OF CONDOMINIUM
THE SHOPPES AT YORKTOWNE, A CONDOMINIUM
SCHEDULE OF UNDIVIDED INTEREST AND PROPORTIONATE
SHARE OF COMMON EXPENSES, COMMON SURPLUS AND COMMON
ELEMENTS APPURTENANT TO EACH UNIT**

<u>SUITE</u>	<u>SQUARE FOOTAGE</u>	<u>UNDIVIDED INTEREST AND PROPORTIONATE SHARE</u>
Suite 101	2987 Square Feet	13%
Suite 102	1318 Square Feet	6%
Suite 103	1595 Square Feet	7%
Suite 104	1617 Square Feet	7%
Suite 105	1807 Square Feet	8%
Suite 106	1531 Square Feet	7%
Suite 107	1051 Square Feet	4%
Suite 108	804 Square Feet	3%
Suite 109	1232 Square Feet	5%
Suite 110	2580 Square Feet	11%
Suite 111	2450 Square Feet	10%
Suite 112	4483 Square Feet	19%
<hr/>		
TOTAL	23,455 Square Feet	100%
<hr/>		

EXHIBIT A-4
CONTINUED

NOTE: Suite 112 includes four thousand (4000) square feet on the second (2nd) floor plus four hundred eighty three (483) square feet on the first floor which includes the mechanical room, lobby, elevator, elevator shaft and fire staircase which serve only Suite 112.

EXHIBIT B

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE SHOPPES AT YORKTOWNE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on July 25, 2006, as shown by the records of this office.

The document number of this corporation is P [REDACTED]

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-sixth day of July, 2006



CR2EO22 (01-06)

Sue M. Cobb
Sue M. Cobb
Secretary of State

57

FILED
STATE OF FLORIDA
DIVISION OF CONDOMINIUMS
06 JUL 25 PM 1:33

EXHIBIT B
TO DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION
OF
THE SHOPPES AT YORKTOWNE 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

The name of the corporation shall be The Shoppes at Yorktowne Condominium Association, Inc. For convenience the corporation shall be referred to in this instrument as 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 The Shoppes at Yorktowne, a Condominium, located at 1665 Dunlawton Avenue, Port Orange, FL 32119 (the Condominium") and to undertake the duties and acts incident to administration, management and operation of said Condominium.

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

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 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 suites and the Common Elements of the Condominium.
- b. To make and collect assessments against members of the Association as suite 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 suites 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 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 their proceeds 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 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 owners of suites 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 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 suite 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 suite. 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 Suite, 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 5763 Stewart Avenue, Port Orange, FL 32127, but 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.

ARTICLE 6.
DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of either three (3) or 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:

Bruce Gaffka

5763 Stewart Avenue
Port Orange, FL 32127

James W. Paytas, Jr.

794 Sanders Road, Suite 1
Port Orange, FL 32127

Richard Barker

5967 Boggs Ford Road
Port Orange, FL 32127

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:

NAME TITLE

ADDRESS

Bruce Gaffka
President

5763 Stewart Avenue
Port Orange, FL 32127

James W. Paytas, Jr.
Vice President

794 Sanders Road, Suite 1
Port Orange, FL 32127

Richard Barker
Secretary/Treasurer

5967 Boggs Ford Road
Port Orange, FL 32127

ARTICLE 8.
INDEMNIFICATION

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 in connection with any proceeding or any settlement of any proceeding to which he may be a part of in which he may become involved by reason of his being or having been a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interests of the Association. The foregoing right to 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

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 suite 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) not 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.

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, and upon the registration of such amendment or amendments with said 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.

11.3 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 thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

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

11.5 No Amendment shall make any changes in the qualification for membership, nor any change in Section 3.3 of Article 3 hereof, without approval in writing of all members and the joinder of all record owners of mortgages upon the Condominium. No amendment shall be made that is in conflict with the Condominium Act of 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 suites consent in writing to such change.

ARTICLE 12.
SUBSCRIBERS

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

NAME

ADDRESS

Bruce Gaffka

5763 Stewart Avenue
Port Orange, FL 32127

James W. Paytas, Jr.

794 Sanders Road, Suite 1
Port Orange, FL 32127

Richard Barker

5967 Boggs Ford Road
Port Orange, FL 32127

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 24 day of July, 2006.

Signed, sealed and delivered in our presence:

Penny K. Every
(First Witness as to all signatures)

Penny K. Every
(Printed/typed name)

Bruce Gaffka
Bruce Gaffka

[Signature]
(Second Witness as to all signatures)

Jeffrey C. Sweet
(Printed/typed name)

[Signature]
James W. Paytas, Jr.

[Signature]
Richard Barker

STATE OF FLORIDA
COUNTY OF VOLUSIA

The Foregoing instrument was acknowledged before me this 24 day of July, 2006 by Bruce Gaffka, James W. Paytas, Jr. and Richard Barker, who [] are personally known to me or [] have produced their Florida Driver's Licenses as identification and who [] did [] did not take an oath.



[Signature]
NOTARY PUBLIC

My Commission Expires:
SEAL:

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

Pursuant to Section 48.091, Florida Statutes, The Shoppes At Yorktowne Condominium Association, Inc., desiring to incorporate under the laws of the State of Florida hereby designates Bruce Gaffka, 5763 Stewart Ave., Port Orange, FL 32127 as its Registered Agent and the street address of its office, respectively, for the service of process within the State of Florida.

**THE SHOPPES AT YORKTOWNE
CONDOMINIUM ASSOCIATION, INC.**

By: [Signature]
Bruce Gaffka, President

ACCEPTANCE OF DESIGNATION

The undersigned hereby accepts the foregoing designation as Registered Agent of THE SHOPPES AT YORKTOWNE CONDOMINIUM ASSOCIATION, INC. for the service of process within the State of Florida.


Bruce Gaffka

06 JUL 25 PM 1:33

SECRETARY OF STATE
DIVISION OF CORPORATIONS

Doc 14

EXHIBIT C

BY LAWS

Dec 46

EXHIBIT C

TO DECLARATION OF CONDOMINIUM

**BY LAWS
OF**

THE SHOPPES AT YORKTOWNE CONDOMINIUM ASSOCIATION, INC.
a corporation not for profit under the laws of the State of Florida

1. IDENTITY

These are the By-Laws of The Shoppes at Yorktowne, Condominium Association, Inc. called "Association" in these By-Laws, a corporation not for profit under the laws of the State of Florida. The Association has been organized for the purpose of administering The Shoppes At Yorktowne, a Condominium, (the "Condominium"), located at 1665 Dunlawton Avenue, Port Orange, FL 32119, pursuant to Chapter 718, Florida Statutes, (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 which will be recorded in the Public Records of Volusia County, Florida.

1.2 All present or future owners, tenants, future tenants, or their 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 5763 Stewart Lane, Port Orange, FL 32127.

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.

2.2 At members' meetings, a quorum shall consist of members present in person or by proxy entitled to cast a majority of the vote of the Association. Actions approved by a majority of the votes at a meeting at 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.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

3.1 The Annual Members' Meeting shall be held at 5763 Stewart Lane, Port Orange, FL 32127, or such other place as designated by the Board of Directors on the 1st Friday in February of each calendar year, or 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, and must be called by such officers upon receipt of a written request from any member 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 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, and the post office certificate of mailing shall be retained as proof of such mailing.

3.4 A vote of the owners of a suite 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 Certificate signed by all of the owners of the suite and filed with the Secretary of the Association, and such Certificate shall be valid until revoked or until superseded by a subsequent certificate. If such a

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

3.5 If any meeting of members cannot be organized because a quorum has not attended, 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 may consist of three (3) or five (5) persons. The initial Board of Directors of the Association shall consist of three (3) persons. Directors need not be a member of the Association. By majority vote of the Suite Owners, the number of Directors may be changed to five (5) members.

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. If the Board consists of five (5) members, each member shall vote for five (5) candidates.

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 suite 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 fixed 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 said 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 suite owners. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the 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 meeting shall be given to each Director, personally or by mail, telephone or telegram, 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 of 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 the generality of the foregoing, the following:

- a. To make, levy and collect assessments against members and members' suites 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 suites 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 suites, and to assess the same against the members and their respective suites;**
- 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 suites; and**
- l. To employ personnel for reasonable compensation to perform the services 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.

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 and who may be peremptorily removed by vote of the Directors at any Directors meeting. 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 officer of President of an Association, including but not limited to the power to appoint committees from among the members from time to time, as he in his 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 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each suite. 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 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 suite 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.

6.4 Assessments. Assessments against the suite 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 suite 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 judgement 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 and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any account 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.

Anything herein above to the contrary notwithstanding the Directors may, without prior notice to suite owners, levy emergency assessments to meet expenditures which in the judgement of a majority of the Board of Directors must be made immediately to protect and preserve the Condominium Property.

6.5 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.

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

7. PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the 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 the owner of any suite 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 of 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 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.

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 thereat 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 suites in

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 The Shoppes at Yorktowne Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of Directors on Feb 28th, 2007.



Bruce Gaffka, President

EXHIBIT D

**CONTAINING SCHEDULES OF EXHIBITS
REGARDING PROPERTY RESTRICTIONS AND EASEMENTS**

EXHIBIT D-1

WATER MANAGEMENT PERMIT



St. Johns River Water Management District

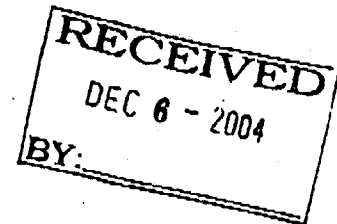
Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at www.sjrwmd.com.

December 2, 2004

GPB Investments LLC
5967 Boggs Ford Rd
Port Orange, FL 32127

SUBJECT: Permit Number [REDACTED]
Shoppes @ Yorktowne



Dear Sir/Madam:

Enclosed is your general permit as authorized by the staff of the St. Johns River Water Management District on December 2, 2004.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

Please be advised that the District has not published a notice in the newspaper advising the public that it is issuing a permit for this proposed project. Publication, using the District form, notifies members of the public (third parties) of their rights to challenge the issuance of the general permit. If proper notice is given by publication, third parties have a 21-day time limit on the time they have to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the general permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your use.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale and if you provide the information required by 40C-1.612, F.A.C. Please assist us in this matter so as to maintain a valid permit for the new property owner.

GOVERNING BOARD

Ometries O. Long, CHAIRMAN APOPKA	David G. Graham, VICE CHAIRMAN JACKSONVILLE	R. Clay Albright, SECRETARY OCALA	Duane Ottenroter, TREASURER JACKSONVILLE
W. Michael Branch DEERBURN REACH	John G. Sowinski ORLANDO	William Kerr MELBOURNE BEACH	Ann T. Moore BUNNELL
			Susan N. Hughes JACKSONVILLE

Thank you for your cooperation, and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,



Lisette Bonilla
Data Management Specialist II
Division of Permit Data Services

Enclosures: Permit with As-built Certification Form
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Agent: The Performance Group Inc
641 S Beach Street
Daytona Beach, FL 32114

Instrument# 2007-044992 # 80
Book: 6013
Page: 4634

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. [REDACTED]
PROJECT NAME: Shoppes @ Yorktowne

DATE ISSUED: December 2, 2004

A PERMIT AUTHORIZING:

Modification and operation of a previously permitted surface water management system (Daniel Healthcare Center - Summerville at Port Orange; Permit No. # [REDACTED], a 2.66-acre commercial project to be known as Shoppes @ Yorktowne. The system includes 19,813 s.f. of building, associated parking area, and storm sewer system.

LOCATION:

Section(s): 17 Township(s): 16S Range(s): 33E

Volusia County

GPB Investments LLC
5967 Boggs Ford Rd
Port Orange, FL 32127

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified therein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated December 2, 2004

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: 
(Service Center Director - Altamonte Springs)
David Dewey

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER [REDACTED]
GPB INVESTMENTS LLC
DATED DECEMBER 2, 2004

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.
4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.
7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.
8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.
10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed form shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:
 1. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;
 2. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;
 3. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;
 4. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;
 5. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;
 6. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.
12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.
13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
20. This permit for construction will expire five years from the date of issuance.
21. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and

stabilization.

22. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
23. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
24. This permit authorizes construction in accordance with the plans received by the District on November 5, 2004, as amended by plan sheet #2 received by the District on November 11, 2004.
25. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.

If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report to the Altamonte Spring Service Center, on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

Notice Of Rights

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Sections 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the rights to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections 120.569 and 120.57, Florida Statutes, and Rules 21.001 and 21.002, Florida Administrative Code. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.
2. If the Governing Board takes action which substantially differs from the notice of District decision, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to District Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at the address described above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with Rule Chapter 28-106, Florida Administrative Code.
3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal must comply with the requirements set forth in Rule 21.001, Florida Administrative Code.
4. A substantially interested person has the right to an informal hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 21.002, Florida Administrative Code.
5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida.
6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing (Section 21.001, Florida Administrative Code).
7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code and Section 40C-1.1007, Florida Administrative Code.

Notice Of Rights

8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's written decision regarding a permit application, apply for a special master proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, Florida 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes.
9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding (Subsection 70.51(10)(b), Florida Statutes).
10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding (Subsection 70.51(3), Florida Statutes).
11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action, (Section 373.617, Florida Statutes).
12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure within 30 days of the rendering of the final District action.
13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.
14. For appeals to the District Court of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.
15. Failure to observe the relevant time frames for filing a petition for judicial review described in paragraphs #11 and #12, or for Commission review as described in paragraph #13, will result in waiver of that right to review.


Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S.
Mail to:

GPB Investments LLC
5967 Boggs Ford Rd
Port Orange, FL 32127

At 4:00 p.m. this 2nd day of December, 2004.


for Division of Permit Data Services
Gloria Lewis, Director

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(386) 329-4152

Permit Number: 40-[REDACTED]

EXHIBIT D-2

DEED

Dec 57

11/17/2003 04:02 PM
Doc stamps 7525.00
(Transfer Amt \$ 1075000)
Instrument# [REDACTED]
Book: 5207
Page: 3014
Diane M. Matousek
Volusia County, Clerk of Court

Instrument# 2007-044992 # 90
Book: 6013
Page: 4644

60
1525e
This Instrument Prepared by and Return to:
Holly Mosher of
Southern Title
13207 W. Colonial Drive
Winter Garden, Florida 34787
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):

Grantee(s) S.S.#(s):
File No: CM031763

WARRANTY DEED

This Warranty Deed Made the 31st day of October 2003, by DANIEL CORPORATION OF WINTER PARK, INC., a Florida corporation, hereinafter called the grantor, whose post office address is: 623 Maitland Avenue, Maitland, Florida 32071, to GBP INVESTMENTS, LLC, a Florida Limited Liability Company, whose post office address is: 824 Pheasant Run Court West, Port Orange, Florida 32127, hereinafter called the grantees,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Volusia County, Florida, viz:

Lot 1, Daniel Healthcare Center, according to the plat thereof as recorded in Map Book 192 Through 194, inclusive, of the Public Records of Volusia County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

DANIEL CORPORATION OF WINTER PARK, INC.,
a Florida Corporation

Witness Signature:

Printed Name:

Witness Signature:

Printed Name:

HOLLY MOSHER

By:

Lana Witwicky, President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31st day of October, 2003, by Lana Witwicky, as President of Daniel Corporation of Winter Park, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:



Linda K. Wilder
NOTARY PUBLIC - VOLUSIA COUNTY, FLORIDA
My Comm. Expires
MAY 27, 2006
DO NOT EXPIRE FOR REINSTATEMENT

Printed Name:

LINDA WILDER
Notary Public State of Florida

EXHIBIT D-3

See Utility Easements on Plat and Site Plan

EXHIBIT D-4

See Cable Easements on Plat and Site Plan

EXHIBIT D-5

SIGN PROGRAM

Dec 59

requirements. Landlord's right to locate such facilities within the Premises shall include facilities required by other Tenants in the Shopping Center.

3.0 Graphics & Signage

Well designed, creative graphics are important elements within the Premises for attracting customers. In particular, well-designed storefront signage shall help in promoting greater sales for Tenant. The purpose of the Graphics & Signage criteria is to promote consistent, high quality signage, while allowing Tenant freedom to create unique graphics that are consistent with the overall store design. The design of all signage and graphics is subject to prior written approval by Landlord.

3.1 Design Requirements

- a) Tenant shall not be allowed to open without Landlord -approved permanent signage installed.
- b) Banners are not allowed.
- c) No neon window signs are allowed.
- d) Detailed shop drawings showing elevation of storefront with signage, and section through letter, indicating size, design, color and construction of letters must be prepared and submitted to Landlord for approval, in quadruplicate (4 copies). Signage drawings must be approved in writing by Landlord prior to the fabrication of any signage.
- e) Wording shall be limited to the Trade Name specified in the LEASE. Logos shall be reviewed on an individual basis. No sign, advertisement, notice, decal, or other lettering shall be exhibited, inscribed, painted, or affixed to any part of the storefront without prior written approval from Landlord.
- f) Any sign, notice, or graphic, located within the interior of the Premises and easily legible from the storefront requires the prior written approval of Landlord.
- g) No free-standing "menu board" type signs shall be allowed at the storefront.
- h) Light leaks in sign letters shall not be allowed and must be repaired promptly by Tenant.
- i) If Tenant has a rear exit/service door, said door shall be identified with Tenant's name, per Landlord's specifications, using 2" high vinyl Helvetica medium letters indicating Tenant's name and address.

3.2 Number of Signs

One (1) Exterior Parapet Sign

3.3 Location

At marquee sign band facing parking lot, surface mounted to canopy fascia.

3.4 Sign Area Limitations

- a) Height: 18" (max. height of lettering unless otherwise approved by Landlord.)
- b) Length: 14'-0", or longer as approved by the Landlord, but absolutely no greater than 80% of the width of the storefront (typical storefront 20').
- c) Centerline: Centered on column bay
- d) Baseline: to be centered horizontally on a line 34" above the bottom of the E.I.F.S. arch as shown on diagram located on the following page.

3.5 Construction

- a) Internally illuminated with double neon tubing, 15mm, U.L. Listed wiring, color of neon match plastic face.
- b) Face specifications: To be determined.
- c) Fabricated channel letters, alloy #3003 - .063" aluminum returns as manufactured by S.A.F., Atlanta, GA or approved alternative.
- d) Fluorocarbon exterior paint: color to match dark bronze anodized aluminum.
- e) Fluorocarbon interior paint: High-Gloss White.
- f) Bronze with trim caps to match returns.
- g) All signage to be U.L. Labeled.
- h) Tenant must submit name of Sign Company, scale drawing of sign indicating dimensions, colors, materials, construction and installation specifications to Landlord for approval prior to sign fabrication.

3.6 Letter Style

To be Clarendon Bold. All capitals, or other style only if expressly approved by Landlord.

3.7 Size of Letters/Graphics

- a) 18" Maximum Height
- b) 7" Maximum Stroke, 3" Minimum Stroke
- c) 4-1/2" Maximum Depth

3.8 Electrical

- a) Power supply to junction box behind marquee sign band provided by Landlord. Sign furnished, installed and connected by Tenant.
- b) PK Housings to be used on all electrical wiring and/or neon tube penetrations through housings and/or canopy fascia.

3.9 Mounting

- a) *Landlord representative must be present on site when tenant signage is installed.*
- b) Individually mounted channel letters to be securely surface mounted to canopy fascia.
- c) Raceways are prohibited.
- d) All penetrations through canopy fascia to be sealed in a watertight manner.

3.10 Sign Deposits

Tenant shall, upon execution of the Lease, deposit the sum set forth in Paragraph 1(t) of this Lease with Landlord, which shall be returned to Tenant within ten (10) days after Tenant properly installs the Exterior Parapet Sign in accordance with the specifications as set forth in accordance with the Graphics & Signage Section 3 as stated herein. If the Exterior Parapet Sign is not installed in accordance with the Graphics & Signage Section 3 as stated herein, Landlord shall have the right to draw upon the aforementioned deposit to correct any deficiencies related to the exterior parapet sign.

3.11 ARC Review and Approval

No sign, lettering, advertising, lighting, flags or banners of whatsoever type or nature shall be erected, altered or placed on any Site or building until the plans and specifications therefore showing the location, height, dimensions, structure, configuration, copy, color, lighting and size have been reviewed and approved, in writing, by the ARC. The review and approval of such signs, lettering, advertising, lighting, flags or banners shall be in the sole and absolute discretion of the ARC, and approval may be denied upon any reasonable

basis, including aesthetics. All exterior signs shall be for identification only and shall not be primarily for advertising, and all signage texts shall be limited to company name and/or logo, the product, service or activity it handles, and for the purpose of providing directions to reach a building or a particular part thereof. No moveable, flashing, moving brilliantly illuminated or brashly colored signs shall be permitted unless otherwise approved by the ARC at the expense of the Owner, without liability for trespass or other legal remedy.

Instrument# 2007-044992 # 95
Book: 6013
Page: 4649

EXHIBIT D-6

EASEMENT AGREEMENT

Dec 60

Instrument# 2007-044992 # 97
Book: 6013
Page: 4651

12/23/2000 11:42 AM
Doc stamps .70
(Transfer Amt \$ 100)
Instrument# 2006-322247 # 1
Book: 5981
Page: 2551

07-PE06-09/01

Monday, November 07, 2005

This instrument prepared by
Louis Reinoso

Under the direction of
GEORGE S. LOVETT, ATTORNEY
Department of Transportation
719 South Woodland Boulevard
DeLand, Florida 32720-6834

PARCEL NO. 806.1
SECTION 79230-2504
STATE ROAD 421
COUNTY Volusia

PERPETUAL EASEMENT

THIS EASEMENT made this 17 day of November, 2005, by GBP INVESTMENTS, LLC a Florida limited liability company, grantor(s), to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of clearing, excavating, constructing, operating, and maintaining a storm water drainage easement with all such fills, cuts, drains, ditches and other incidents which the grantee may deem necessary or convenient in connection therewith, State Road 421, in, over, under, upon and through the following described land in Volusia County, Florida, viz:

PARCEL NO. 806

SECTION 79230-2504

A PORTION OF LOT 1, DANIEL HEALTHCARE CENTER, AS RECORDED IN MAP BOOK 46, PAGES 192-194 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°53'32" EAST, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 153.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID THE NORTH LINE, SOUTH 00°43'12" EAST, 52.27 FEET; THENCE SOUTH 89°53'32" EAST, 178.24 FEET; THENCE SOUTH 16°08'50" EAST, 58.66 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 421 (DUNLAWTON AVENUE); THENCE SOUTH 15°01'52" WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, 48.29 FEET; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE, NORTH 16°08'50" WEST, 81.23 FEET; THENCE NORTH 89°53'32" WEST, 184.13 FEET; THENCE NORTH 00°43'12" WEST, 77.28 FEET TO THE AFOREMENTIONED NORTH LINE OF LOT 1; THENCE SOUTH 89°53'32" EAST, ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,898 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION PREPARED BY:
J.E. ZAPERT, P.L.S. 4046
SLIGER AND ASSOCIATES
3921 NOVA ROAD
PORT ORANGE, FL 32127
MARCH 25, 2005

Instrument# 2007-044992 # 98
Book: 6013
Page: 4652

PARCEL NO. 806.1
SECTION 79230-2504
PAGE 2

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: [Signature]
Richard Barker
A Principal Member

GBP Investments, LLC
A Florida Limited Liability Company

Signed, sealed and delivered in the presence of: Two witnesses required by Florida Law

By: [Signature]
Brendan Galbreath
Managing Member

[Signature]
SIGNATURE LINE
PRINT/TYPE NAME: LISA ANN DAVIS

[Signature]
SIGNATURE LINE
PRINT/TYPE NAME: DAVID E. JENKINS

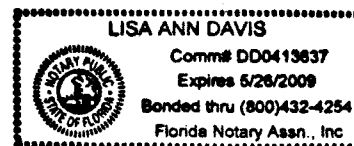
ADDRESS OF GRANTOR:
824 Pheasant Run Court
Port Orange, FL 32127

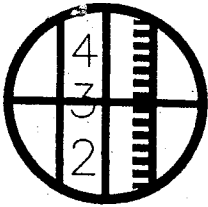
STATE OF FLORIDA
COUNTY OF VOLUSIA

(Corporate Seal)

The foregoing instrument was acknowledged before me this 17 day of November, 2005, by Brendan Galbreath, Managing Member of GBP Investments, LLC, a Florida Limited Liability Company on behalf of the Company, who is personally known to me or who has produced _____ as identification.

LISA ANN DAVIS
PRINT/TYPE NAME: Lisa Ann Davis
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: 5/26/2009
Serial No., if any: _____





SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385

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WWW.SLIGERASSOCIATES.COM

Instrument# 2006-322247 # 3

Book: 5981

Page: 2553

POINT OF
COMMENCEMENT

NORTHWEST CORNER LOT 1
NORTH LINE LOT 1

LOT 2

24" RCP
INV. = 15.87'
PLUG END

PROPOSED EASEMENT
(7,898± SQUARE FEET)

LOT 1
DANIEL
HEALTHCARE
CENTER
MAP BOOK
46, PAGES
192-194

POINT OF
BEGINNING
RECOVERED 4" X 4"
CONCRETE MONUMENT
LS#3794,4046,4722

(TO BE ABANDONED)
DRAINAGE EASEMENT O.R.
BOOK 3807, PAGE 699

FOUND 5/8"
F.D.O.T.
6' CHAIN LINK &
BARBED WIRE FENCE
5.00'
CONSERVATION
EASEMENT

FP&L EASEMENT
(O.R. BOOK 2131,
PAGE 522)
SUBORDINATION

SITE BENCHMARK

STORM MH.
TOP ELEV. = 24.33
INV. (W) = 11.79 (36" RCP)
INV. (SE) = 11.71 (36" RCP)

CROSS ACCESS & DRAINAGE
EASEMENT

RE-USE
WATER
BLOW-OFF
REUSE
WATER
SERVICE

POTABLE
WATER
BLOW-OFF

FOUND 5/8"
F.D.O.T.

FOUND 5/8"
F.D.O.T.

80' EASEMENT FOR B-10 CANAL
PER O.R. BOOK 847, PAGE 433
SOUTH OF 1/4 SECTION LINE

50.00'
CONSERVATION
EASEMENT

CONCRETE
INV. = 16.38
(36" RCP)

STATE ROAD 421
DUNLAWTON AVENUE
(R/W WIDTH VARIES)

BOUNDARY SURVEY

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/C	AIR CONDITIONER
R/W	RIGHT OF WAY
CL	CENTERLINE
Δ	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

SHEET 1 OF 2

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

FOR: RICHARD BARKER CONSTRUCTION, INC.

DESCRIPTION: A PORTION OF LOT 1, DANIEL HEALTHCARE CENTER AS RECORDED IN MAP BOOK 46, PAGES 192-194 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. (SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION)

DATA COLLECTION FILE: 043510

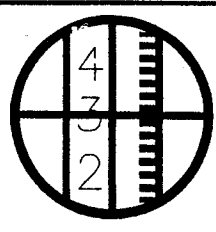
JOB# 04-3510A

SCALE 1" = 30'

FIELD BOOK

PAGE

Instrument# 2007-044992 # 100
Book: 6013
Page: 4654



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019
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PORT ORANGE, FL. 32127
(386) 761-5385
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Instrument# 2006-322247 #
Book: 5981
Page: 2554
Diane M. Matousek
Volusia County, Clerk of C

SURVEYORS NOTES:

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTH LINE OF LOT 1 BEING S89°55'32"E.
4. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
5. THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE "X" & "AE". THIS LOCATION IS DETERMINED BY SCALING FROM F.I.R.M. MAP NO. 12127C0507 G. MAP EFFECTIVE DATE: APRIL 15, 2002. APPROXIMATE SCALE: 1"=500'.
6. FLOOD ZONE CERTIFICATION ADDED TO SURVEY OCT. 17, 2003 (03-3165).
7. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
8. UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.
9. LEGAL DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. DEC. 14, 2004 AT REQUEST OF CLIENT.
10. REVISED BOUNDARY AND DESCRIPTION 3/25/04.

PROPOSED EASEMENT

LEGAL DESCRIPTION:

A PORTION OF LOT 1, DANIEL HEALTHCARE CENTER, AS RECORDED IN MAP BOOK 46, PAGES 192-194 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND ALSO BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, THENCE S89°53'32"E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 153.16 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, [REDACTED] E, 52.27 FEET; THENCE S89°53'32"E, 178.24 FEET; THENCE S16°08'50"E, 58.66 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 421 (DUNLAWTON AVENUE); THENCE S15°01'52"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 48.29 FEET; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, N16°08'50"W, 81.23 FEET; THENCE N89°53'32"W, 184.13 FEET; THENCE N00°43'12"W, 77.28 FEET TO THE AFOREMENTIONED NORTH LINE OF LOT 1; THENCE S89°53'32"E, ALONG SAID NORTH LINE, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7,898 SQUARE FEET, MORE OR LESS.

NOTE:

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCE: A PORTION OF SECTION 17, TOWNSHIP 18 SOUTH, RANGE 33 EAST

PLAT PREPARED FOR THE FOLLOWING: (ONLY THE LAST DATE IS CERTIFIED ON SEALED COPY)

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

TYPE OF SURVEY	CERTIFIED TO	SURVEY DATE	JOB NUMBER
BOUNDARY	RICHARD BARKER CONSTRUCTION, INC.	DECEMBER 14, 2004	04-3510
	NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS		
	OTHER THAN THOSE LISTED ABOVE.		

SHEET 2 OF 2

VALID WITH SIGNATURE & EMBOSSED SEAL ONLY

FOR : RICHARD BARKER CONSTRUCTION, INC.

	DATE	JOB NO.	P.C.	DRW.	CHECKED BY
BOUNDARY SURVEY	DECEMBER 14, 2004	04-3510A	N/A	ES	JZ
TOPOGRAPHIC SURVEY					
FOUNDATION LOCATED					
FINAL IMPROVEMENTS					
RECERTIFICATION					
PROPOSED HOUSE LOCATION					

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEPHEN B. SLIGER, P.L.S. NO. 3794
J.E. ZAPART, P.L.S. NO. 4046
STEVEN T. KRUGER, P.L.S. NO. 4722
C.O. VAN KLEEK, JR., P.S.M. NO. 6146

100

EXHIBIT D-7

MASTER DEVELOPMENT AGREEMENT

Dec 61

101

MASTER DEVELOPMENT AGREEMENT FOR DANIEL CENTER PCD

The City of Port Orange, Florida, a municipal corporation (hereinafter the "City") and the Daniel Corporation of Winter Park, Inc., a Florida corporation (hereinafter the "Developer"), hereby covenant and agree, and bind their heirs, successors and assigns, as follows:

1. Statement of Ownership.

The Developer owns nine and twenty-five hundredths (9.25) acres, more or less, of land (hereinafter the "Subject Property") located in the City of Port Orange, Volusia County, Florida. The Subject Property is legally described on Exhibit "A", attached hereto and by reference made a part hereof.

The City has determined that zoning classification of Planned Commercial Development for the Subject Property is consistent with the City's comprehensive plan.

2. Development Agreement and Conceptual Development Plan.

Development of the Subject Property shall be controlled by the terms and provisions of this Master Development Agreement (the "Agreement") and the Conceptual Development Plan for the Subject Property, attached hereto and by reference made a part hereof as Exhibit "B". Exhibit "B" shall be deemed to illustrate the general location and size of the buildings, stormwater retention areas, and common access ways to be utilized by the occupants of the Subject Property, and the relationship of the buildings to Yorktowne Boulevard and Dunlawton Boulevard.

In the event of a conflict between the textual provisions of the Master Development, including Exhibits, and the graphic illustrations of the Conceptual Development Plan, the textual provisions shall control. In the event of a conflict between this Master Development Agreement and the City's ordinances and regulations, including the Land Development Code, this Master Development Agreement shall control. If this Master Development Agreement fails to address a particular subject or requirement, the requirements of applicable City ordinances and regulations, including the Land Development Code, in effect at the time of development plan approval shall control.

The parties acknowledge that compliance with the Land Development Code may necessitate modification to the Conceptual Development Plan. The parties further acknowledge, and it is

Instrument# 2007-044992 # 103
Book: 6013
Page: 4657

anticipated, that minor parking island modifications shall be made for the purposes of tree preservation. Such modifications, and any additional modifications to Exhibit "B" which are not in conflict with the textual provisions of or other Exhibits of this Master Development Agreement, shall be deemed "minor modifications" and may be approved without formal amendment of this Master Development Agreement. Such modifications shall require only the Administrative Official's written approval. If the Developer is not satisfied with resolution of any problem or decision by the City Administrative Official regarding such modification, the Developer has the option to appeal the decision to the City Council.

3. Permitted Uses.

(a) The Subject Property shall have the following permitted uses:

- (1) Medical Offices.
- (2) Wellness Centers operated in whole or part by state licensed hospitals. (35,000 square feet maximum gross floor area).
- (3) Child Care Centers, subject to compliance with Chapter 18, Section 4, Land Development Code, Special Development Requirements.
- (4) General Offices.
- (5) Adult Congregate Living Facilities.
- (6) Assisted Living Facilities.
- (7) Assisted Care Living Facilities.
- (8) Nursing Homes.
- (9) Business Services.
- (10) Financial Services.
- (11) Banks.
- (12) Hotels.
- (13) Restaurants, that do not have a drive through component.
- (14) General Retail Services (20,000 square feet maximum gross floor area).

(b) Dimensional, landscaping and parking requirements for the Subject property are provided in Exhibit "C", attached hereto and by reference made a part hereof.

4. Architectural Controls.

(a) Any building constructed within a distance of less than two hundred fifty (250) feet from any other buildings on the Subject Property shall be architecturally compatible. Compatibility shall be defined to mean having similar wall finishes, building forms, roof finishes, colors, and architectural details. Any buildings constructed two hundred fifty (250) feet or more from all other

buildings on the Subject Property shall be permitted to have their own architectural style provided that their design complies with the architectural design requirements of the Land Development Code. Distances shall be measured in a straight line.

(b) Exterior colors shall be earth-tones and pastels. The selection of earth-tones shall be in accordance with the definition provided in the Land Development Code. The selection of pastels shall be limited to those colors having a minimum white content of ninety (90) percent. Other colors, excluding flourescents, may be permitted as accent colors, not to exceed ten (10) percent of the surface area of any one elevation. However, other colors, excluding flourescents, which are commonly recognized as part of a company logo may be used up to a maximum of twenty (20) percent of the surface area of any one (1) elevation.

(c) Site furnishings and lighting fixtures ancillary to individual structures shall be complementary in style and quantity to the structure they are intended to serve.

5. Developer to Provide for Joint Facilities.

Prior to the City's issuance of any development permit for the Subject Property or any portion thereof, the Developer shall provide for the continued operation and maintenance of such areas, functions and facilities which may be jointly utilized by more than one of the building sites proposed for the Subject Property. At a minimum the Developer shall submit for the City's approval, the form of reciprocal easements which provide for utilities, drainage, access, maintenance and stormwater retention and the actual easements which can be clearly defined at the time of issuance of a development permit.

6. Project Phasing and Establishment of Infrastructure.

Access drives, master stormwater retention and drainage improvements for the Subject Property shall be constructed upon approval by the City of the plans for such improvements. It is expected that application to construct these improvements shall be made to take advantage of the development incentives set forth in Chapter 20 of the Land Development Code.

More specifically, if an application is received on or before December 31, 1997 involving the master design, permitting, and construction of common stormwater/drainage and access facilities and improvements for non-residential subdivisions the City shall provide the following:

- (a) A rebate of all City development review and inspection fees upon completion of all facilities and improvements, subject to inspection and approval of the improvements by the City.
- (b) A rebate of water and sewer impact fees by twenty-five (25) percent for future development proposed within the Subject Property.
- (c) Exemption of all development review fees and site inspection fees for future development within the Subject Property.

Other internal improvements shall be constructed simultaneously with the construction of structures for which they are intended to serve. A sanitary sewer lift station, sized commensurate to serve all of the development anticipated on the Subject Property, shall be constructed and brought on line simultaneous with the first building construction undertaken within the Subject Property.

Before the City issues any building permits for construction of buildings to be constructed on the Subject Property, the Developer shall deposit with the City funds for a proposed traffic signal. The amount to be deposited shall be equal to twenty-five (25) percent of the anticipated cost (as reasonably determined by the City at the time of deposit) to construct a traffic signal at the intersection of Dunlawton Avenue and Yorktowne Boulevard. The City shall use these funds shall be used exclusively for the traffic signal construction.

All improvements will be located and sized substantially in accordance with Exhibit "B".

7. Expiration.

This Master Development Agreement shall be completed within five (5) years from the date on which this Agreement goes into effect. For the purposes of this section, completion shall be defined as having received a certificate of occupancy for the intended use from the City.

8. Recordation; Covenants Running with the Land.

The City shall record this Master Development Agreement at the Developer's expense in the Public Records of Volusia County, Florida. The provisions of this Master Development Agreement, including all Exhibits, shall constitute covenants running with the land applicable to the Subject Property and any portion thereof. This Master Development Agreement shall inure to the benefit of the

Instrument# 2007-044992 # 106
Book: 6013
Page: 4660

parties hereto and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the Subject Property or any portion thereof.

9. Amendments.

(a) Amendments to this Master Development Agreement shall not be effective unless in writing and signed by the respective parties. The owners of all property subject to an amendment shall be authorized to execute an amendment to this Agreement on the Developer's behalf.

(b) Before amending this Master Development Agreement, the City shall conduct at least two (2) public hearings. At the City's option, one (1) of the public hearings may be held by the City's Planning Commission.

- (1) Notice of intent to consider an amendment shall be advertised by the City, at the Developer's cost, approximately seven (7) days before each public hearing in a newspaper of general circulation and readership in Volusia County, Florida.
- (2) Notice of intent to consider an amendment shall also be mailed by the City, at the Developer's cost, to all affected property owners at least thirty (30) days before the first public hearing.
- (3) The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
- (4) The notices required above shall specify the location of the Subject Property, the location of that portion of the Subject Property which is subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - (a) Changes in permitted, conditional, and/or prohibited uses proposed;
 - (b) Changes in population densities proposed; and
 - (c) Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

Instrument# 2007-044992 # 107
Book: 6013
Page: 4661

10. Severability.

If any provision of this Master Development Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Master Development Agreement unless the holding so states.

11. Venue.

In case of any claim, action, litigation or proceeding under this Master Development Agreement, venue shall be in Volusia County, Florida, and no other location, and the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

12. Failure to Address.

The failure of this Master Development Agreement to address a particular permit, condition, term or restriction shall not relieve the Developer of the necessity of complying with the law governing said permitting, conditions, terms or restrictions.

13. Integration.

This Master Development Agreement represents the complete understanding by and between the parties with respect to the development and land uses of the Subject Property. All prior agreements between the parties with respect to any subject comprehended by this Master Development Agreement is hereby voided and superseded by this Master Development Agreement.

IN WITNESS WHEREOF, the parties have executed this Master Development Agreement this 19th day of October, 1998.

WITNESSES:

Melissa J. Peterson
Printed Name: Melissa J. Peterson

Glenda J. Patterson
Printed Name: Glenda J. Patterson

William A. Warren
Printed Name: William A. Warren
Linda Sheridan
Linda Sheridan

CITY OF PORT ORANGE, a Florida
municipal corporation

By: Allen Green
Allen Green, Mayor

Attest: Kenneth W. Parker
Kenneth W. Parker
City Manager

Instrument# 2007-044992 # 108
Book: 6013
Page: 4662

WITNESSES:

[Signature]
Printed Name: John W. Stevens

[Signature]
Printed Name: Richard J. Tracey

[Signature]
Printed Name: John W. Stevens

[Signature]
Printed Name: Richard J. Tracey

DANIEL CORPORATION OF WINTER
PARK, INC., a Florida
corporation


By: [Signature]
Laila Witwicky, President

Attest: [Signature]
Kevin Robillard, Vice-
President/Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th
day of October, 1998, by Allen Green and Kenneth W. Parker,
as Mayor and City Manager, respectively, of the City of Port Orange,
a Florida municipal corporation, on behalf of the city. They are
personally known to me.

[Signature]
Notary Public, State of Florida
at Large

Commission  Shirley M. Kelly
MY COMMISSION # CC756220 EXPIRES
July 17, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

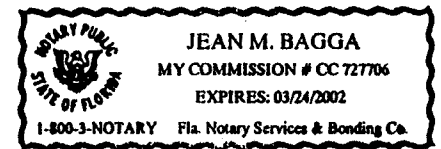
Instrument# 2007-044992 # 109
Book: 6013
Page: 4663

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12th day of October, 1998, by Laila Witwicky and Kevin Robillard, President and Vice-President/Secretary of Daniel Corporation of Winter Park Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification.

Jean M. Bagga
Notary Public, State of Florida
at Large

Commission No. _____



Instrument# 2007-044992 # 110
Book: 6013
Page: 4664

Exhibit "A"

DESCRIPTION

A portion of land lying in the West 1/2 of Section 17, and the Southeast 1/4 of Section 18, Township 16 South, Range 33 East, in the City of Port Orange, Volusia County, Florida, being more particularly described as follows:

BEGIN at the West 1/4 corner of said Section 17, also being the Southwest corner of a water retention area as shown on the Florida Department of Transportation Right of Way Map, Section 79230-2504, run along the North line of the Southwest 1/4 of said Section 17, S 89°53'32" E, a distance of 400.00 feet, to the Southeast corner of said retention area;

Thence N 00°43'12" W, a distance of 350.00 feet, to the Northeast corner of said water retention area;

Thence along the north line of property described in Official Records Book 3801, Page 4586, of the Public Records of Volusia County, Florida, S 89°53'32" E, a distance of 331.40 feet, to the Westerly right of way line of Dunlawton Avenue (right of way width varies) as shown on said Right of Way Map, also being a point on a non-tangent curve concave Easterly having a radius of 2019.86 feet, and a central angle of 05°13'11";

Thence along said Westerly right of way line the following two courses;

(1) from a tangent bearing of S 20°15'03" W, run Southerly along the arc of said curve, a distance of 184.01 feet;

(2) S 15°01'52" W, a distance of 757.76 feet, to the Northerly right of way line of Yorktowne Boulevard as described in Official Records Book 3801, Page 4586, of the Public Records of Volusia County, Florida, also being a point of curvature of a curve concave Northwesterly having a radius of 25.00 feet, and a central angle of [REDACTED];

Thence run along said Northerly right of way line the following five courses;

(1) Southwestly along the arc of said curve, a distance of 39.27 feet;

(2) N 74°38'08" W, a distance of 59.03 feet, to a point of curvature of a curve concave Northeasterly having a radius of 700.00 feet, and a central angle of 37°30'24";

(3) thence run Northwesterly along the arc of said curve, a distance of 458.23 feet;

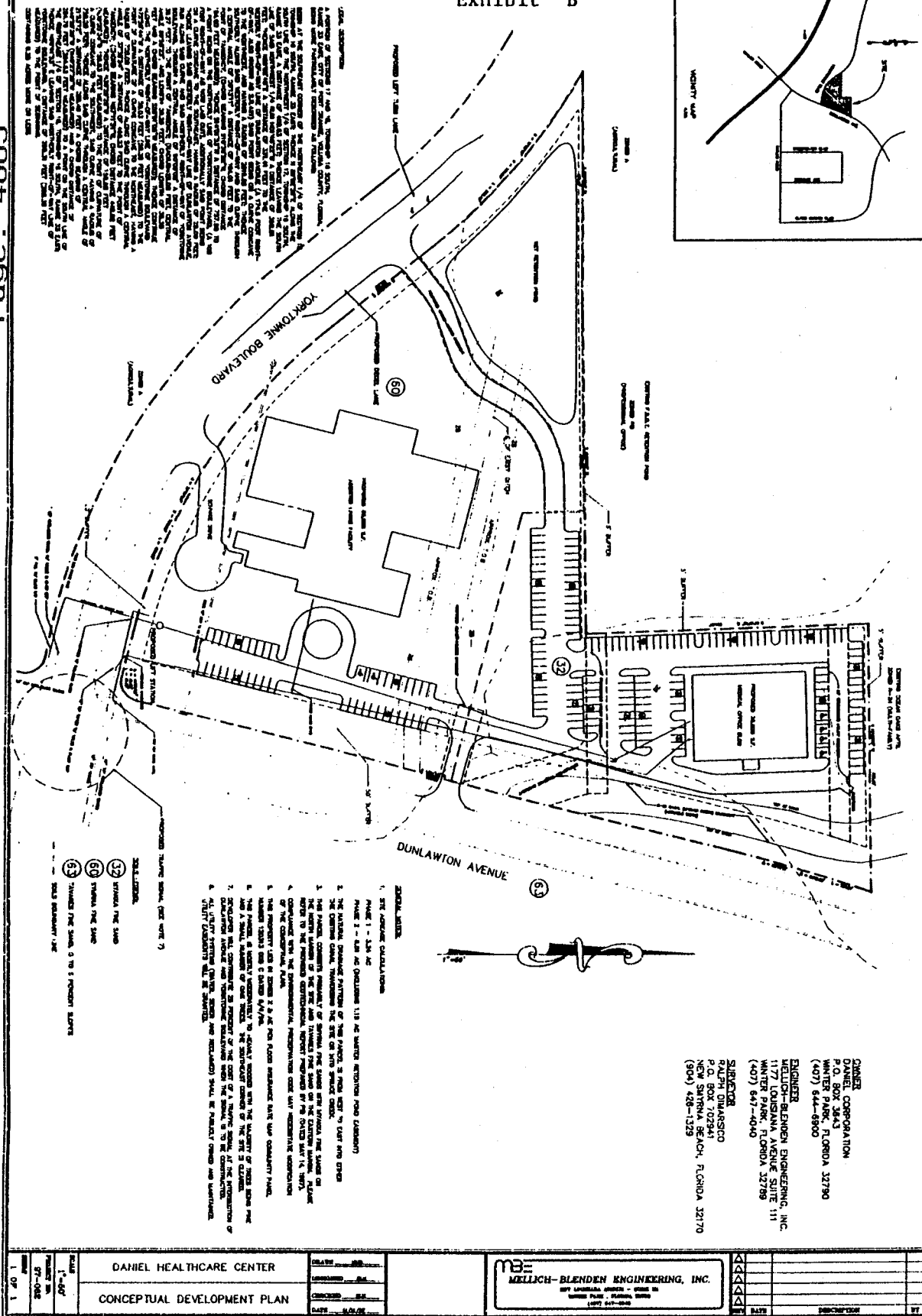
(4) N 37°27'44" W, a distance of 158.88 feet, to a point of curvature of a curve concave Southwesterly having a radius of 750.00 feet, and a central angle of 21°58'38";

(5) Northwesterly along the arc of said curve, a distance of 287.68 feet, to the North line of the Southeast 1/4, of said Section 18;

Thence along said North line, S 89°16'31" E, a distance of 286.42 feet, to the POINT OF BEGINNING.

Containing 9.25 acres more or less.

Exhibit "B"



APPROVED
 PORT ORANGE CITY COUNCIL
Development Order Issued

Date: 2-8-98

☐ With Conditions
☒ Without Conditions

[Signature]

EXHIBIT "C"
DIMENSIONAL, LANDSCAPING AND PARKING REQUIREMENTS

Lot Size and Division.

Minimum lot size	35,000 square feet
Minimum lot width	100 feet
Minimum building separation	40 feet

Building and Relational Standards.

Buffer size on the North and West (except on Yorktowne Blvd.) property lines shall be five (5) feet in width.

In no event shall a building be constructed with a Principal Building Separation of less than forty (40) feet.

Yard setback requirements.

Structures greater than ten thousand (10,000) total gross square feet:

Side yard	20 feet
Rear yard	25 feet
Dunlawton Avenue	50 feet
Yorktowne Boulevard	20 feet

Structures less than ten thousand (10,000) total gross square feet:

Side yard	15 feet
Rear yard	20 feet
Dunlawton Avenue	50 feet
Yorktowne Boulevard	20 feet

Structure size.

Maximum length and width	none
Longest dimension	cannot exceed twice the shortest dimension
Maximum lot coverage	35%
Maximum building height	45 feet

Parking.

Stalls	9 feet by 20 feet
Buffer area	no parking or pavement
Setback	5 ft. from internal property line

Landscaping.

30% of total area for each lot.

II. ESTIMATED OPERATING BUDGET

Dec 62

ESTIMATED OPERATING BUDGET
THE SHOPPES AT YORKTOWNE, A CONDOMINIUM

<u>Disbursements - Administration</u>	<u>Annual</u>	
Accounting Services	\$1,000.00	
Audit Fees	\$1,000.00	
Legal Fees	\$1,000.00	
Bank Fees	\$100.00	
Operations	\$500.00	
Offices		
Management Fees	\$2,000.00	
Subtotal		\$5,600.00
 <u>Maintenance and Repairs</u>		
Building Maintenance	\$4,000.00	
Supplies	\$3,000.00	
Sign Maintenance	\$300.00	
Lawn / Tree Maintenance	\$12,000.00	
Lawn Pest / Termite Control	\$3,000.00	
Driveway - Parking Lot Maintenance	\$2,400.00	
Sprinklers, Parking Lot Lighting, Dumpster	\$10,000.00	
Subtotal		\$34,700.00
 <u>Reserve Funds</u>		
Signs (Grounds)	\$500.00	
Building	\$4,000.00	
Roof	\$3,000.00	
Parking Striping, Parking Lights	\$1,500.00	
Subtotal		\$9,000.00
 <u>Utilities</u>		
Water	\$2,500.00	
Sewer / Septic System	\$2,500.00	
Electric	\$2,000.00	
Refuse		
Dumpster Usage Services	\$2,000.00	
Subtotal		\$9,000.00
 <u>Insurance</u>		
Property/Casualty/Liability	\$15,000.00	
Subtotal		\$15,000.00
 TOTAL		\$73,300.00

Dec 63

114

ESTIMATED OPERATING BUDGET CONTINUED...

Assumptions

No Management Fee for Association Directors

Free standing signage refurbished every five (5) years

Building pressure cleaned annually and repaired every five (5) years

Roof reserve based on thirty (30) year life

Lawn maintenance includes mulching one (1) time per year

Parking lot resealed and striped every two (2) years

Insurance cost does not include Tenant's contents, liability, and bodily injury

III. ORGANIZATIONAL ACTION

THE SHOPPES AT YORKTOWNE 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 The Shoppes At Yorktowne 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: July 25, 2006.

2. It is hereby acknowledged that the Board of Directors of the Association consists of Bruce Gafka, James W. Patytas, Jr. and Richard Barker, 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 -	Bruce Gafka
Vice President -	James W. Paytas, Jr.
Secretary/Treasurer -	Richard Barker

6. Bruce Gaffka 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 THE SHOPPES AT YORKTOWN 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 SunTrust 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, 2006.


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.

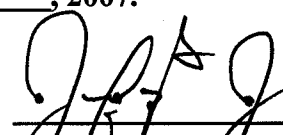
DATED as of this 20th day of February, 2007.



Bruce Gaffka
Subscriber and Director



Richard Barker
Subscriber and Director



James W. Paytas, Jr.
Subscriber and Director