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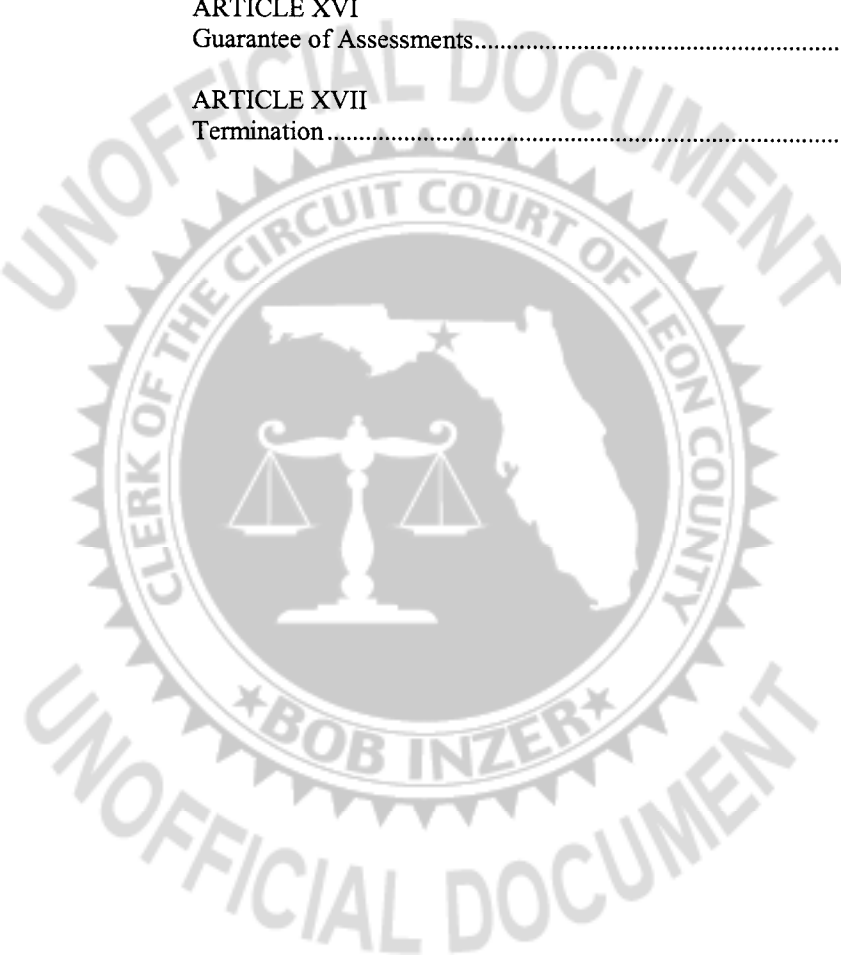
DECLARATION OF CONDOMINIUM
FOR
TALLAHASSEE CENTER, A CONDOMINIUM

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- Exhibit "A" - Legal Description of Condominium
- Exhibit "B" - Survey Exhibit
- Exhibit "C" - Ownership of Common Elements and Common Surplus, and Share of Common Elements
for Each Unit
- Exhibit "D" - Bylaws of Condominium Association and Articles of Incorporation of Association
- Exhibit "E" - Certificate of Surveyor and Mapper
- Exhibit "F" - Parking Space Assignments



STATE OF FLORIDA

COUNTY OF LEON

DECLARATION OF CONDOMINIUM
FOR
TALLAHASSEE CENTER, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM FOR TALLAHASSEE CENTER, A CONDOMINIUM (hereinafter "Declaration") is made this 11th day of September, 2006, by Gameday Tallahassee, LLC, a Georgia limited liability company (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant, is the owner of record of the fee simple title to the real property situate, lying and being in Leon County, Florida, and more particularly described and set forth as the Condominium Property in the exhibit attached hereto as Exhibit "A" (which is made a part hereof as though fully set forth herein);

NOW, THEREFORE, Declarant hereby states and declares that said realty, together with any improvements thereon located, and the littoral rights as may be applicable and appurtenant thereto, is hereby submitted to condominium ownership pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, (the provisions of said Act being hereby incorporated herein by reference), and does herewith file for record this Declaration of Condominium for Tallahassee Center, A Condominium.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration or in any amendment to this Declaration shall have the following meanings:

Section 1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association; as such document may be amended from time to time.

Section 2. "Association" shall mean and refer to Tallahassee Center Condominium Association, Inc., a Florida nonprofit corporation, its successors and assigns, which entity is responsible for the operation of Common Elements owned in undivided shares by Owners.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association, which is responsible for the administration of the Association.

Section 4. "Building" shall mean and refer to the building containing the Condominium Units.

Section 5. "Bylaws" shall mean and refer to the Bylaws of the Association as the same now exist or as may hereafter be amended.

Section 6. "Commercial Unit" shall mean and refer to a Condominium Unit, together with an undivided share in the Common Elements as set forth on Exhibit "C" attached hereto, intended and designed for the conduct of a business enterprise to serve its Owner, the Owner's guests, invitees and such other persons who may lawfully be entitled to enter the Condominium Property. Unless the context requires otherwise, all references to "Condominium Unit" or "Unit" include the Commercial Units.



Section 7. “Commercial Unit Owner” shall mean and refer to one or more persons, including Declarant, who or which owns fee simple title to any Commercial Unit, excluding, however, those persons having such an interest solely as security for an obligation.

Section 8. “Common Elements” shall mean and refer to the portions of the Condominium Property not included in the Units.

Section 9. “Common Expenses” shall mean and refer to all expenses and Maintenance Fees which are properly incurred by the Association for the maintenance, operation and repair of the accommodations or facilities, or both, constituting the Condominium, and any other expenses designated as Common Expenses in this Declaration.

Section 10. “Common Surplus” shall mean and refer to the amount of all receipts or revenues including Maintenance Fees, rents or profits collected by the Association which exceeds the amount of Common Expenses.

Section 11. “Condominium” shall mean and refer to that form of ownership of real property created pursuant to Chapter 718, Florida Statutes, which is comprised entirely of Units that may be owned by one or more persons, and in which there is, appurtenant to each Unit, an undivided share in the Common Elements. When used herein, the term shall further mean Tallahassee Center, A Condominium.

Section 12. “Condominium Act” shall mean and refer to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as it exists on the date of recordation hereof.

Section 13. “Condominium Documents” shall mean and refer to the Declaration of Condominium, the Articles of Incorporation, the Bylaws and the Rules and Regulations of the Association, the Management Agreement, the Escrow Agreement, and all exhibits attached to any of the foregoing instruments, and any other instrument(s) relating to the Condominium, all as the same may be amended from time to time.

Section 14. “Condominium Parcel” or “Parcel” shall mean and refer to a Unit, together with the undivided share in the Common Elements appurtenant to the Unit.

Section 15. “Condominium Property” shall mean and refer to the land in the Condominium, whether or not contiguous, and all improvements, furnishings, fixtures and equipment thereon, and all easements and rights appurtenant thereto, intended for use in connection with the Condominium.

Section 16. “Condominium Unit” or “Unit” shall mean and refer to each of the separate and identified units delineated on the survey attached to this Declaration as Exhibit “B”, which is subject to exclusive ownership.

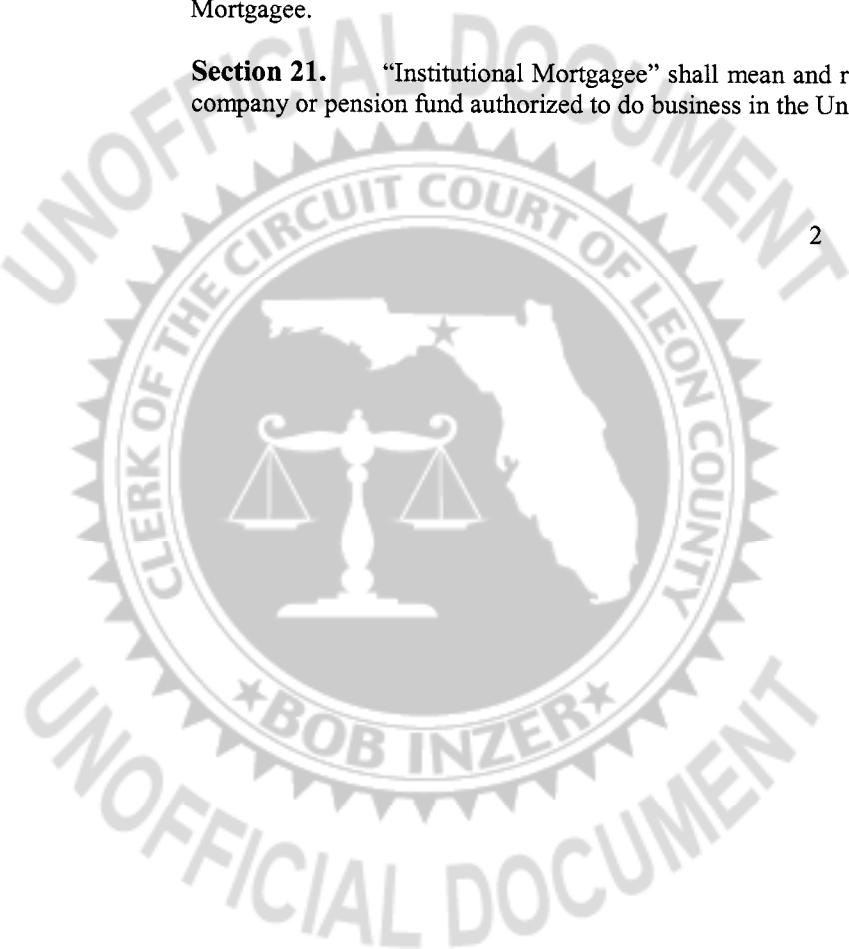
Section 17. “Declaration” shall mean and refer to the instrument or instruments by which a condominium is created, as they are from time to time amended. When used herein, the term shall further mean the Declaration of Condominium for Tallahassee Center, A Condominium, as recorded in the Public Records of Leon County, Florida, as same may exist from time to time.

Section 18. “Design Review Board” or “DRB” shall mean and refer to that certain Board as empowered in accordance with Article XII hereof.

Section 19. “Declarant” shall mean and refer to Gameday Tallahassee, LLC, a Georgia limited liability company, its successors, grantees and assigns.

Section 20. “Institutional Mortgage” shall mean and refer to any first mortgage held by an Institutional Mortgagee.

Section 21. “Institutional Mortgagee” shall mean and refer to a bank, savings and loan association, insurance company or pension fund authorized to do business in the United States of America, any agency of the United States



government, a real estate or mortgage investment trust or a lender generally recognized in the Condominium as an institutional type lender.

Section 22. "Kleman Plaza Design Review Board" shall mean and refer to the Kleman Plaza Design Review Board as such term is used and defined in the Operating and Easement Agreement.

Section 23. "Limited Common Elements" shall mean and refer to those Common Elements which are reserved for the use of a certain Unit or Units, to the exclusion of all other Units, as specified by this Declaration.

Section 24. "Maintenance Fee" or "Common Assessment" or "Assessment" shall mean and refer to a share of the funds which are required for the payment of Common Expenses or other expenses which, from time to time, are assessed against the Owners.

Section 25. "Management Agreement" shall mean and refer to that certain agreement which provides for the management of the Condominium Property.

Section 26. "Management Firm" shall mean and refer to the entity identified as the Management Firm in the Management Agreement, and its successors and assigns.

Section 27. "Occupant" shall mean and refer to the person or persons, other than the Owner, who is in occupancy of a Unit.

Section 28. "Operating and Easement Agreement" shall mean and refer to that certain Amended and Restated Operating and Easement Agreement, by and among the City of Tallahassee, a Florida municipal corporation, the School Board of Leon County, Florida, and the Florida League of Cities, Inc., a Florida corporation, dated December 11, 2002 and any amendments thereto. When used herein, the term Operating and Easement Agreement shall also encompass all Kleman Plaza Design Review Board related documents identified in such Operating and Easement Agreement including, but not limited to, the Design Guidelines for the Kleman Plaza Master Plan, the Kleman Plaza Easement Documents and the Kleman Plaza Master Plan.

Section 29. "Rules and Regulations" shall mean and refer to the initial Rules and Regulations of the Association as may be supplemented, amended and repealed from time to time by the Board of Directors.

Section 30. "Unit Owner" or "Owner" shall mean and refer to the record owner of legal title to a Condominium Parcel.

ARTICLE II

IDENTIFICATION OF UNITS

The Condominium Property consists of all Units and other improvements as set forth on Exhibit "B" attached hereto and by reference made a part hereof, and for purposes of identification, all Units located on said Condominium Property are given identifying numbers. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number as to the Unit is also the identifying number as to the Condominium Parcel. Exhibit "B" also contains a survey of the land, graphic description of the improvements and a Unit plan, and when read together with this Declaration, there is sufficient detail to identify the location, dimensions and size of the Common Elements and of each Unit, as evidenced by the certificate of the registered land surveyor attached thereto or to be recorded pursuant to the Florida Condominium Act. The legend and notes contained within said Exhibit are incorporated herein and made a part hereof by reference. The Building containing the Units is not substantially complete. Upon substantial completion, a Certificate of Surveyor and Mapper evidencing such completion shall be attached to this Declaration as Exhibit "E" and recorded in the Official Records of Leon County, Florida, as provided in Florida Statutes 718.104.



ARTICLE III

DESCRIPTION OF UNITS

The Units are depicted on Exhibit "B", attached hereto and incorporated herein by this reference. Except as otherwise set forth in Article IV below, which describe the Common Elements and Limited Common Elements, each Unit includes that part of the structure which lies within the following boundaries:

(a) **Upper and Lower Boundaries.** The lower horizontal boundary of each Unit shall be the horizontal plane of the uppermost unfinished surface of the concrete floor of such Unit and the upper horizontal boundary of each Unit shall be the horizontal plane of the uppermost surface of the sheetrock hung below the metal stud ceiling framing of such Unit. All Units shall be deemed to include all lath, wallboard, plasterboard, plaster, paneling, paint, tiles, carpeting, finish flooring and any other materials constituting any part of the interior finished surfaces thereof.

(b) **Vertical Boundaries.** The vertical (parametric) boundaries of each Unit shall be the vertical planes of the interior surfaces of the steel framing of the walls of the Unit, whether such walls are exterior walls or walls separating the Unit from other Units or the Common Elements, and the vertical planes of the exterior surfaces of windows and entry doors, including sliding glass doors. Such vertical Unit boundaries shall include the sheetrock on the Unit side of said walls, with the framing being a part of the Common Elements. The vertical boundaries of all Units shall be deemed to include all exterior doors and door screens, all exterior glass surfaces, including all windows and window screens (including the framing therefor), and all lath, wallboard, plasterboard, plaster, paneling, molding, tiles, wallpaper, paint and any other materials constituting any part of the interior finished surfaces thereof.

(c) **General.**

(i) The horizontal and vertical boundaries above identified shall be extended to their intersections with each other.

(ii) All fixtures, equipment and appliances located within the boundaries of each Unit shall be deemed to be a part of the Unit. All portions of any chutes, flues, ducts, conduits, wires, pipes, lines or any other apparatus which serve only one Unit shall be deemed a part of that Unit, whether or not the same are located within or outside the designated boundaries of the Unit, while any portions thereof which serve more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements. Notwithstanding the description of the boundaries of each Unit as set forth herein, or the depiction of such boundaries on the plats and plans, all portions of the heating and air conditioning systems serving only a single Unit (including, without limitation, the furnace, compressors, heat pumps, conduits, pipes, wires and ducts) (including any portions thereof located outside the boundaries of the Unit) shall be deemed to be included within the boundaries of the Unit, and shall form a part of the Unit exclusively served by the same.

(iii) Without limiting the generality of the foregoing, or, as appropriate, in addition each Unit shall include: (A) the decorated surfaces, including paint, lacquer, varnish, wall covering, tile and other finishing material applied to floors, ceilings, and interior and perimeter walls, carpeting, if any, and also the floors and ceilings themselves, and the drywall, paneling and other finishing wall material; (B) all windows, skylights, if any, and screens and doors, including storm doors and windows, if any, and the frames, sashes and jams, and the hardware therefor; (C) all fixtures and appliances installed for the exclusive use of that Unit, commencing at the point of disconnection from the structural body of the building and from utility pipes, lines or systems serving the entire building or more than one Unit thereof, including, without limiting the generality hereof, built-in cabinets, dishwashers, garbage disposals, refrigerators, stoves and hoods, television antennas and cables, furnaces, hot water heaters, heat pumps, air conditioning unit (even though located outside the bounds of a Unit), and components of the foregoing, if any; (D) all plumbing, electric, heating, cooling and other utility or service lines, pipes, wires, ducts, conduits and apparatus, wherever located, which serve only that Unit; (E) all control knobs, switches, thermostats and electric outlets and connections affixed to or projecting from the walls, floors and ceilings which service either the Unit or the fixtures located therein; and (F) all interior walls that are not necessary for support of the structure, and all components thereof and all space encompassed thereby.



(iv) In interpreting deeds and plans, the existing physical boundaries of a Unit as originally constructed or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in any deed or plan, regardless of settling or lateral movement of the building and regardless of minor variances between the boundaries shown on the plats and plans or in a deed and those of the Unit.

(v) Subject to the terms of this Declaration and the Act, and in particular this paragraph, any Owner may make any improvement or alteration within his Unit that does not materially impair the structural integrity of any structure or otherwise materially lessen the support of any portion of the Condominium as determined in the sole discretion of the Board of Directors. To the extent of any change made by any Owner within his Unit, such Owner shall be strictly liable for any impairment of the structural integrity of any structure, or the lessening of support of any portion of the Condominium and, furthermore, shall be strictly liable for any damages to person, property, or otherwise, occasioned by the conduct of such Owner, or their successors or assigns in interest, making such change. Despite the foregoing, no Owner shall do anything which would change the exterior appearance of his Unit or any other portion of the Condominium, or make any interior change visible from the exterior, except to such extent and subject to such conditions as provided in this Declaration and in the Bylaws of the Association. Despite anything else contained herein to the contrary, or despite any other authorities granted to Owners, no change in any Unit shall materially weaken, damage, destroy, endanger or remove any bearing wall or bearing column, or any other portion of the Common Elements, other than as may be expressly authorized by the terms of the Condominium Act.

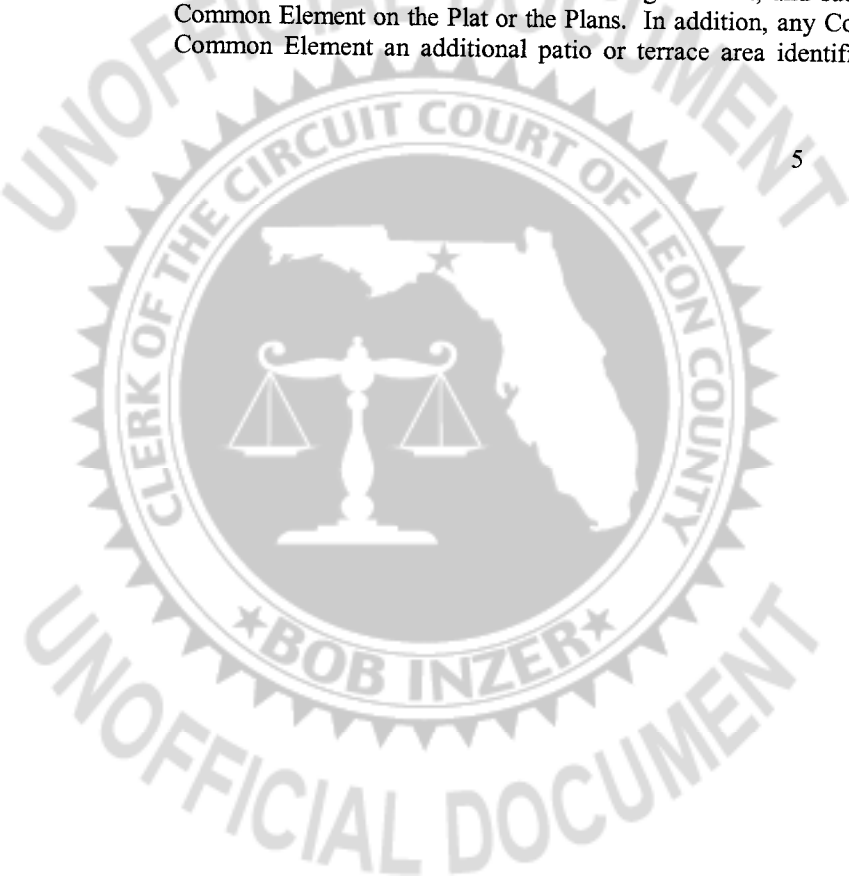
(vi) Units shall not be subdivided and, unless boundary relocation or the combination of two (2) or more Units is accomplished in strict accordance with the provisions of Act and with the consent of the Board of Directors, boundaries between adjoining Units shall remain as established in accordance with the terms of this Declaration and shall not be relocated.

ARTICLE IV

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium shall include the following: (i) all portions of the Condominium not within the boundaries of the Units; (ii) easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and the Common Elements; (iii) an easement of support in every portion of a Unit which contributes to the support of the Building; and (iv) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements. Each Unit is allocated an undivided percentage interest in the Common Elements as set forth on Exhibit "C", attached hereto and made a part hereof by this reference. Common Elements shall be deemed to include both general and limited common elements, unless otherwise herein expressed. The percentage of undivided interest of each Owner in the Common Elements is appurtenant to the Unit owned by the Owner. No appurtenance may be separated from the Unit to which it appertains and such appurtenance shall be deemed to be conveyed or encumbered or to otherwise pass with the Unit whether or not expressly mentioned or described in a conveyance or other instrument describing the Unit. The Common Elements shall remain undivided and, unless the condominium form of ownership hereby established is terminated, or submitted property is withdrawn from the Condominium, as hereinafter provided, no Owner nor any other person shall bring an action for partition or division of the whole or any part thereof except as provided in the Condominium Act. Each Owner may use the Common Elements for the purposes for which they are intended, subject to any limitations stated herein, but no such use shall enter or encroach on lawful rights of the other Owners. Each Owner may use the Common Elements in accordance with the purposes for which they are intended, subject to the provisions of this Declaration.

Section 2. Limited Common Elements. The following shall constitute Limited Common Elements which are assigned to the exclusive use of a single Unit or Units: any entryway, door steps, stairways, the contiguous balcony, patio, deck or porch accessible only from such Unit, any storage space which is assigned or attached to such Unit, any parking space(s) which is assigned to such Unit as shown on Exhibit "F" attached hereto and by reference made a part hereof, one (1) mailbox or mail slot serving the Unit, and such items as otherwise shown as an exclusive Limited Common Element on the Plat or the Plans. In addition, any Commercial Unit may have assigned to it as a Limited Common Element an additional patio or terrace area identified on the Plat or the Plans as a Limited Common



Element for patio, seating and/or serving purposes whether or not contiguous thereto. Except as otherwise provided herein, no other Common Elements shall be assigned as Limited Common Elements. In the event that any of the items described herein serve more than one Unit but less than all Units, such item shall be Limited Common Elements appurtenant to the Units served thereby.

ARTICLE V

PROPERTY RIGHTS

Section 1. General. Each Condominium Parcel shall, for all purposes, constitute real property which shall be owned in fee simple and which, subject to the provisions of this Declaration may be conveyed, transferred and encumbered the same as other real property. The ownership of each Unit shall include, and there shall pass with title to each such Unit as an appurtenance thereto, whether or nor separately described, all rights of a member in the Association and all of the right and interest of use in and to the Common Elements as set forth herein. The Declarant, the Association and their respective employees, agents, successors and assigns shall have the right at all reasonable times to enter upon all parts of each easement area transferred pursuant to this Article V for any of the purposes for which such easement area is reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry and the carrying out of such purposes, provided the same are done in accordance with the provisions of this Declaration.

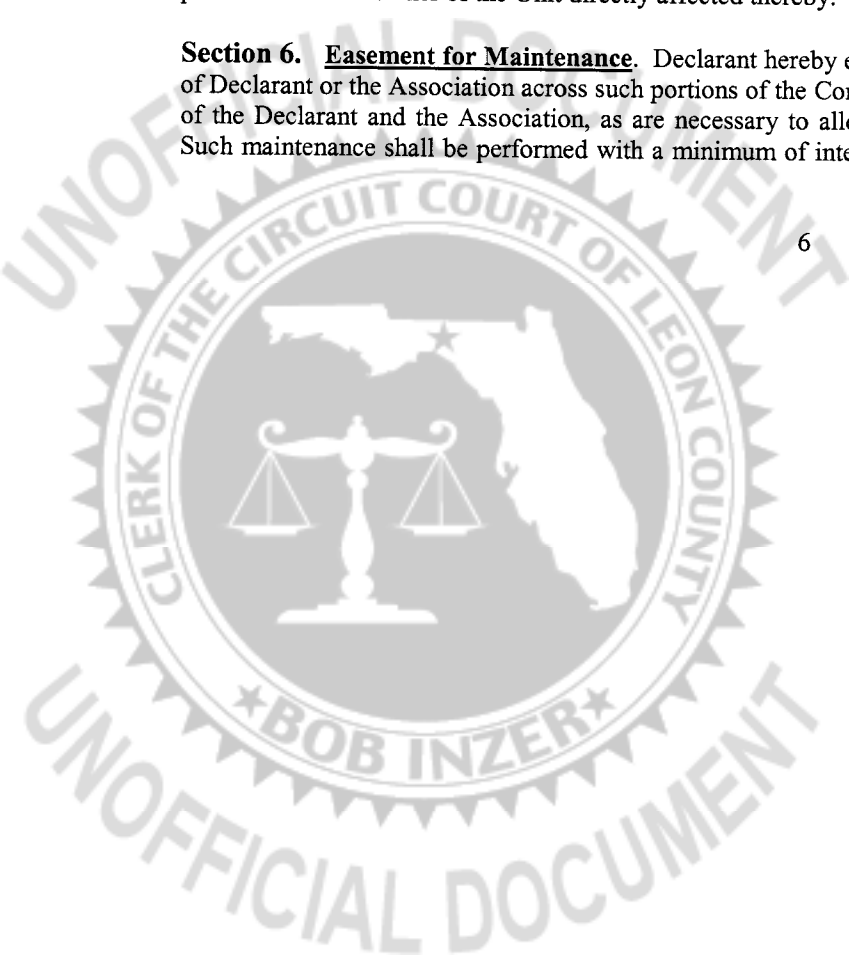
Section 2. Easement of Enjoyment. Each Owner shall have a right and easement of ingress and egress and use and enjoyment in and to the Common Elements, subject to the terms of this Declaration. Such right and easement may be exercised by each Owner and their respective family, licensees, guests and invitees, subject to the Rules and Regulations as may be adopted by the Board from time to time. When a Unit is leased, a tenant shall have all use rights in the Association property and those Common Elements otherwise readily available for use generally by Owners, and the Owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. The foregoing right and easement shall be appurtenant to and shall pass with the title to every Unit.

Section 3. Reserved Easements. Declarant hereby reserves, in addition to the other easements in this Declaration, the perpetual, alienable and transferable easement and right, for the benefit of the Declarant and its successors and assigns, to enter and travel upon over and across the Condominium Property, including the Common Elements, for the purpose of completion and repair of improvements within the Condominium Property including construction, alteration, maintenance or repair of improvements and Units, and for all reasonable purposes to further assist and enhance the marketing and construction and sale of Units, together with the easement in and to the Condominium Property, inclusive of the Common Elements and Units, for the maintenance of signs, sales offices, construction offices, business offices, and such other facilities the Declarant, in its sole opinion, may deem required, convenient, necessary or incidental to the completion, improvement and/or marketing and sale of the Units. Any damage to any portion of a Unit or the Condominium Property occurring during the use of the foregoing easement or rights shall be repaired by the person who caused such damage.

Section 4. Easement for Ingress and Egress. There is hereby reserved for the benefit of the Association and its members a non-exclusive, perpetual easement for ingress and egress over streets, walks and other rights-of-way serving the Units, as part of the Common Elements, necessary to provide reasonable access to the public ways.

Section 5. Easement for Association. There is hereby reserved for the benefit of the Association, its officers, board members, agents and employees, including, but not limited to any manager employed by the Association and any employees of any such manager, the general right and easement to enter upon any portion of the Condominium Property in the performance of its respective duties. Except in the event of emergencies, this right and easement is to be exercised only during normal business hours and, whenever practical, only upon advance notice and with the permission of the owner of the Unit directly affected thereby.

Section 6. Easement for Maintenance. Declarant hereby expressly reserves a perpetual easement for the benefit of Declarant or the Association across such portions of the Condominium Property, determined in the sole discretion of the Declarant and the Association, as are necessary to allow for the maintenance required by this Declaration. Such maintenance shall be performed with a minimum of interference to the quiet enjoyment to Owners' property,



reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

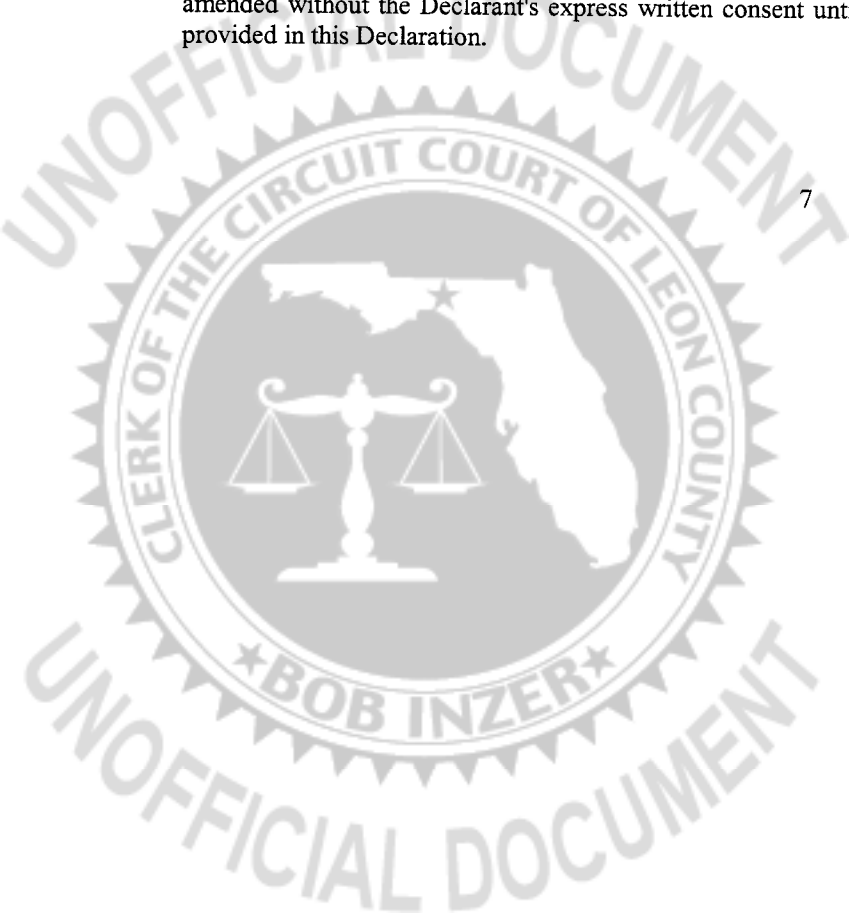
Section 7. Alterations to Units. There is hereby reserved in Declarant the right to alter, modify or realign the boundaries or configuration of any Unit owned by Declarant including, but not limited to, the right to alter the size, type or configuration of such Units, so long as such alteration, modification or realignment is performed in accordance the Condominium Act. Any such alteration, modification or realignment shall be shown by an amendment to the Declaration which is recorded in the appropriate land records.

Section 8. Easement of Encroachment and Overhang. To the extent that any Unit or Common Element encroaches on any other Unit or Common Element, whether by reason of any deviation from the Plats or Plans in the construction, repair, renovation, restoration or repair of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for such encroachment shall exist so long as the encroachment exists.

Section 9. Construction and Sale Period Easement. Notwithstanding any provisions contained in the Declaration, the Bylaws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, and any amendments thereto, until Declarant's unilateral right to subject property to this Declaration terminates, Declarant reserves, on behalf of itself and its successors, assigns and mortgagees (and to the extent any grant is needed, does hereby grant, bargain and convey) a nonexclusive, perpetual easement over, across and upon the Condominium Property for the benefit of Declarant and the Condominium Property, for Declarant to maintain and carry on development activities, upon such portion of the Condominium Property as Declarant may reasonably deem necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient, or incidental to the development, construction, and sales activities related to property within or near the Condominium. This easement shall include, without limitation:

- (i) The right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, on, or in any portion of the Common Elements;
- (ii) The right to tie into any portion of the Common Elements with driveways, parking areas and walkways;
- (iii) The right to tie into or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services;
- (iv) The right (but not the obligation) to construct recreational facilities on the Common Elements;
- (v) The right to carry on sales and promotional activities in the Condominium;
- (vi) The right to place direction and marketing signs on any portion of the Condominium Property, including any Unit or the Common Elements;
- (vii) The right to construct and operate business offices, signs, construction trailers, model residences and sales offices incidental to the construction, development and sales activities; and
- (viii) The right of Declarant to use a Unit(s) owned by Declarant as model residences and sales offices, and to also use recreational facilities available for use by Owner as a sales office or for marketing purposes without charge.

Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the person causing the damage at its sole expense. This Article shall not be amended without the Declarant's express written consent until the Declarant's rights hereunder have terminated as provided in this Declaration.



Section 10. Easements for Utilities, Etc. There is hereby reserved to the Declarant and to the Association upon approval by Owners representing a majority of the total Association vote, the right to grant blanket easements upon, across, over and under all of the Common Elements for access, ingress, egress, installation, replacement, repairing and maintaining of master television antenna or cable systems, security and similar systems, walkways, slopes and all utilities, including, but not limited to, water, sewer, telephone, electrical, storm sewers, and drainage systems. To the extent possible, all utility lines and facilities serving the Condominium and located therein shall be located underground. By virtue of any such easement, it shall be expressly permissible for the holder of the easement, with respect to the portion of the Common Elements so encumbered, (i) to erect and maintain pipes, lines, manholes, pumps and other necessary equipment and facilities, (ii) to cut and remove any trees, bushes or shrubbery, (iii) to grade, excavate or fill, including the construction of slopes and/or berms or (iv) to take any other similar action reasonably necessary to provide economical and safe installation, maintenance, repair, replacement and use of such utilities and facilities; provided, however, that the holder of any such easement shall take reasonable actions to repair any damages caused during the exercise of any rights granted under such easement.

Section 11. Easement for Law Enforcement/Fire Protection. Declarant hereby grants to Leon County, Florida, or such other governmental authority or agency as shall have from time to time jurisdiction over the Condominium with respect to law enforcement and fire protection, the perpetual, alienable and transferable right and easement upon, over and across all of the Condominium Property for purposes of performing such duties and activities related to law enforcement and fire protection as shall be required or appropriate from time to time by such governmental authorities under applicable law.

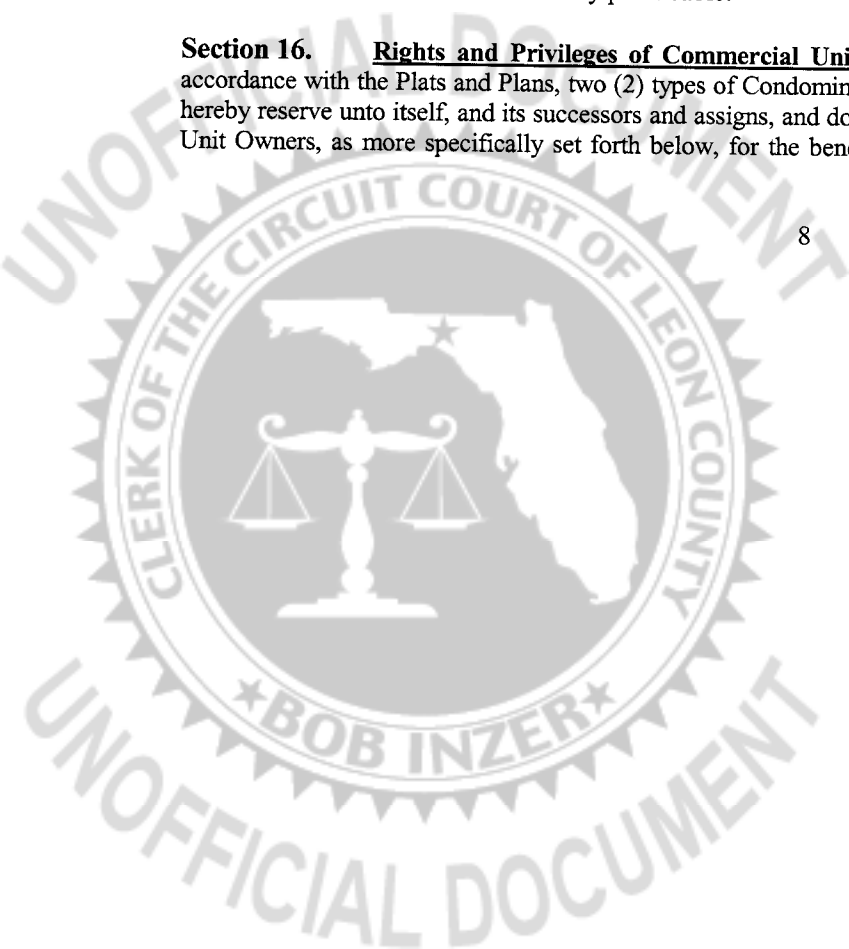
Section 12. Easement for Drainage. Declarant hereby reserves a perpetual easement across the Common Elements for the purpose of altering drainage and water flow across the Condominium Property. This right shall include, but is not limited to, altering swales, installing drains, drainage ditches, slopes, pipes, inlets, headwalls, and altering channeling, or piping waterflow across any of the Common Elements. Rights exercised pursuant to this reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, reasonable steps shall be taken to protect such property, and damage shall be repaired by the person causing the damage at its sole expense.

Section 13. Easement for Entry. In addition to the other rights reserved to Declarant and the Association, the Declarant or the Association shall have the right (but not the obligation) to enter any Unit within the Condominium for emergency, security and safety reasons. This right may be exercised by the Declarant or its designee, any officer of the Board and all governmental employees, policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner, and the entering party shall be responsible for any damage caused. This right of entry shall include the right of the Board to enter to cure any condition which may increase the possibility of a fire or other hazard or condition in the event an Owner or occupant fails or refuses to cure the condition upon request by the Board.

Section 14. Easement for Entry Features. There is hereby reserved to Declarant and the Association an easement for ingress, egress, installation, construction, landscaping and maintenance of entry features and similar streetscapes for the Condominium over and upon the Common Elements. The easement and right herein reserved shall include the right to cut, remove and plant trees, shrubbery, flowers and other vegetation around such entry feature and the right to grade the land under and around such entry features.

Section 15. Adjacent Owner's Easement. The adjacent Owner of a Unit shall have a nonexclusive access and maintenance easement over the adjacent Common Elements to the extent reasonably necessary to perform maintenance and repair of his or her Unit. Exercise of this easement shall be done after reasonable notice and in an expeditious manner. Upon completion of the work, the easement holder shall restore the easement property to its prior condition to the extent reasonably practicable.

Section 16. Rights and Privileges of Commercial Unit Owners. The Declarant has hereby established, in accordance with the Plats and Plans, two (2) types of Condominium Units. Pursuant to this Section, the Declarant does hereby reserve unto itself, and its successors and assigns, and does hereby grant, bargain and convey to the Commercial Unit Owners, as more specifically set forth below, for the benefit of such Owners and their respective successor and



assigns, the following easements, rights and privileges, which may be exercised by a Commercial Unit Owner in accordance thereof; provided, however, the prior written consent of the Board of Directors of the Association, which must be timely given and shall not be unreasonably withheld, must be obtained:

(i) to each Commercial Unit Owner and its successors and assigns, a non-exclusive, perpetual easement, upon, over, across, above and under the Common Elements adjacent to the respective Commercial Unit owned by such Commercial Unit Owner, for the purpose of installing, repairing, maintaining and replacing any and all additional utilities, wires, conduits, cables, pipes, lines and/or ductwork necessary or required by such Commercial Unit Owner in the operation of its respective business, including, but not limited to, those utilities, wires, conduits, cables, pipes, lines and/or ductwork necessary or required for the installation and operation of grease traps, additional HVAC systems and additional water and plumbing lines, wherever such may be located.

(ii) to each Commercial Unit Owner and its successors and assigns, a non-exclusive, perpetual easement, upon, over, across, above and under the concrete floor of the respective Commercial Unit owned by such Commercial Unit Owner, for the purpose of cutting and restoring the concrete floor as necessary or required in the installation, repair, maintenance and replacement of utilities, wires, conduits, cables, pipes, lines and/or ductwork required in connection with the use and occupancy of the Commercial Unit.

(iii) to each Commercial Unit Owner and its successors and assigns, a non-exclusive, perpetual easement, upon, over, across, above and under the Common Elements comprising the storefront of the respective Commercial Unit owned by such Commercial Unit Owner, for the purpose of changing, altering or modifying such storefront, including, but not limited to, the moving of the exterior doors and/or windows resulting from the subdivision or combination of the interior space, or the changing or alteration of signage on the exterior of the storefront (including the drilling of holes and wiring); provided, however, the plans and specifications showing the nature, kind, shape, height, materials and location of such signage must be submitted to and approved by the Board of Directors or an architectural committee appointed by the Board of Directors as set forth herein; and, provided further, the plans and specifications must be in accordance with those Design Guidelines set forth in the Operating and Easement Agreement, and be submitted to and approved by the Kleman Plaza Design Review Board appointed by the City Manager as set forth therein.

(iv) to each Commercial Unit Owner and its successors and assigns, a non-exclusive, perpetual easement, upon, over, across, above and under the Common Elements comprising the metal stud ceiling framing of the respective Commercial Unit owned by such Commercial Unit Owner, for the purpose of installing, removing and/or replacing ceilings and/or ceiling support systems, and for the purpose of connecting any such ceiling support system.

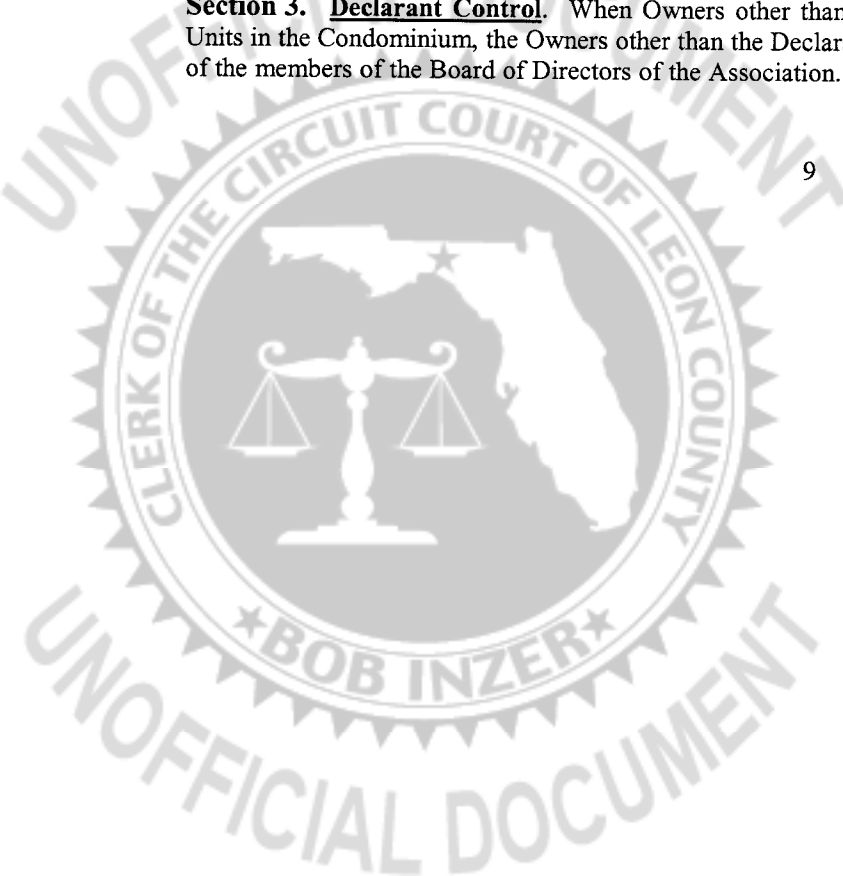
ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Subject to Sections of this Article, every person who is the record owner of a fee or undivided fee interest in any Unit shall be a member of and have membership in the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Unit, and ownership of a Unit shall be the sole qualification for such membership. In the event that fee title to such a Unit is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto shall automatically pass to such transferee. The foregoing is not intended to include any person who has an interest in a Unit merely as security for the performance of an obligation, and the giving of a mortgage in a Unit shall not terminate the grantor's membership in the Association.

Section 2. Multiple Owners. No Owner, whether one or more persons, shall have more than one membership per Unit; provided, however, multiple use rights for multiple Owners of a Unit shall exist. The rights and privileges of membership, including the right to vote, may be exercised pursuant to the Bylaws of the Association.

Section 3. Declarant Control. When Owners other than Declarant own fifteen percent (15%) or more of the Units in the Condominium, the Owners other than the Declarant shall be entitled to elect no less than one-third (1/3) of the members of the Board of Directors of the Association. Owners other than the Declarant shall also be entitled



to elect not less than a majority of the members of the Board of Directors upon the happening of whichever of the following events occurs first:

A. Three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers, or

B. Three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers, or

C. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Declarant in the ordinary course of business, or

D. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Declarant in the ordinary course of business, or

E. Seven years after the recordation of this Declaration.

The Declarant is entitled to elect at least one member of the Board of Directors as long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium. Turnover to the Association shall be affected pursuant to Section 718.301, Florida Statutes, or its successor.

ARTICLE VII

ASSOCIATION POWERS AND RESPONSIBILITIES

A. IN GENERAL.

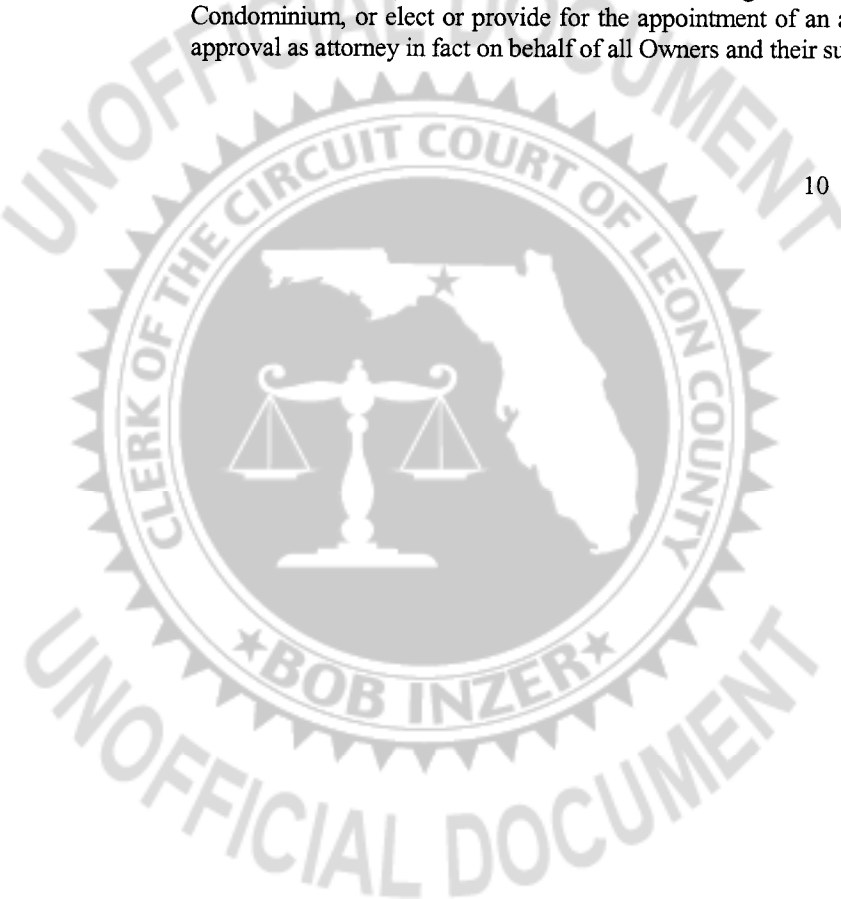
Section 1. General. The Association has been formed as a non-profit membership corporation. The business and affairs of the Association shall be governed by the directors of the Association. The Association, the directors and the officers of the Association shall have all of the duties and powers set forth in the Declaration, the Articles, the Bylaws, the Act, the Florida Non-Profit Corporation Code and such other duties and powers reasonably implied to carry out the provisions of this Declaration and the purposes of the Association. The Association shall take no action in derogation of the rights of or contrary to the interests of the Association. Notwithstanding anything herein to the contrary, the Board of Directors shall have the right, but not the obligation, to delegate to such persons of its choice such duties of the Association as may be determined by the Board of Directors and such delegation may be to any such person as the Board, in its discretion, may determine, including, but not limited to, Association.

Section 2. Powers and Duties. The Association, subject to the rights, easements and privileges set forth in this Declaration, shall be responsible for the maintenance and repair of the Common Elements, and the maintenance and repair of the exterior building surface materials of each Unit as more specifically provided herein; provided, however, all maintenance of Units which is not specifically assigned to the Association shall be the responsibility of the Owner. The Association shall have the right and power:

(i) to employ, retain, dismiss and replace agents and employees to exercise and discharge the powers and responsibilities of the Association;

(ii) to make or cause to be made additional improvements on and as a part of the Common Elements;

(iii) to grant or withhold approval of any action by one or more Owners or other persons entitled to occupancy of any Unit if such action would change the exterior appearance of any Unit or any other portion of the Condominium, or elect or provide for the appointment of an architectural control committee to grant or withhold such approval as attorney in fact on behalf of all Owners and their successors in title;



(iv) to grant easements, leases, and licenses through or over the Common Elements, to accept easements, leases, and licenses benefiting the Condominium or any portion thereof, and to acquire or lease property in the name of the Association as nominee for all Owners. Property so acquired by the Association as nominee for the Owners may be added to the Common Elements by an amendment to this Declaration in accordance with the provisions of Section 718.110(6), Florida Statutes.

(v) to acquire, lease and own in its own name, property of any nature, real, personal, or mixed, tangible or intangible; to borrow money; and to pledge, mortgage or hypothecate all or any portion of the property of the Association for any lawful purpose within the Association's inherent or expressly granted powers.

(vi) to amend the Condominium instruments, the Articles of Incorporation and the Bylaws of the Association or any of them in such respects as may be required to conform to mandatory provisions of this Article or of any applicable law without a vote of the Owners only in accordance with Section 718.110, Florida Statutes. Any such amendment shall be in writing, and shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed.

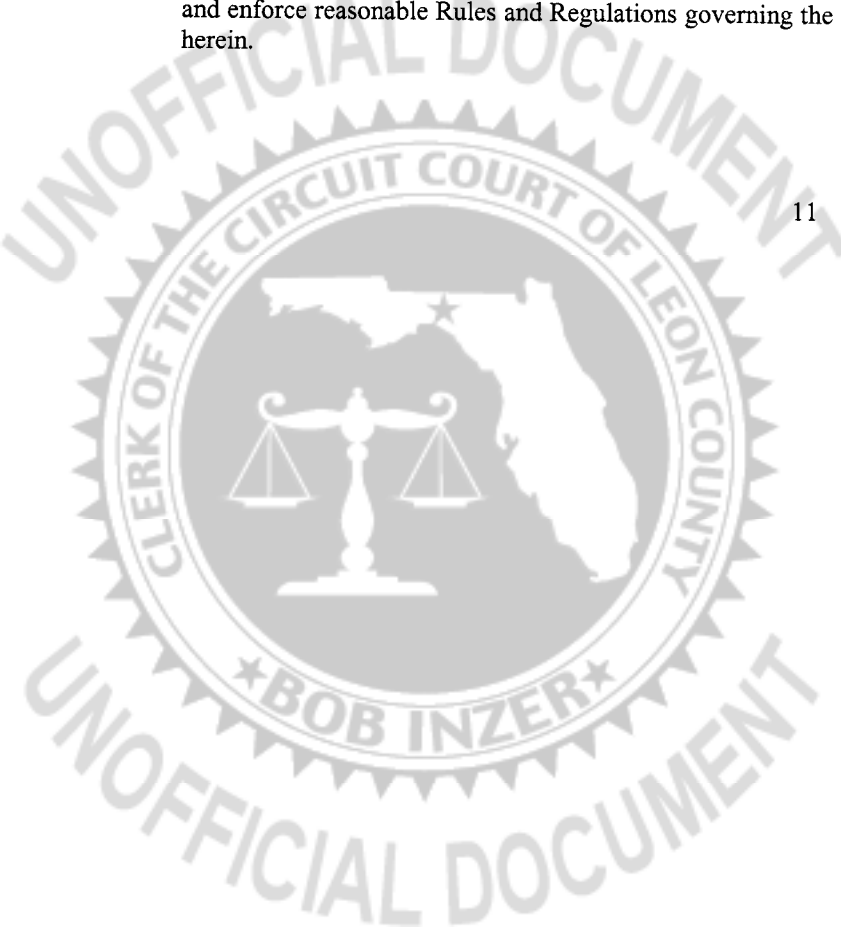
(vii) to make and enforce reasonable rules and regulations governing the use of the Units and the Common Elements and facilities located thereon, subject to the consent of Declarant while Declarant owns any Unit primarily for the purpose of sale, which consent may be withheld in Declarant's sole and unfettered discretion, and subject to the provisions of the Operating and Easement Agreement, and provided, however, no rule shall be made, amended or modified in a manner that shall impair or prejudice the rights and priorities of any Commercial Unit Owner, without the prior written approval of all Commercial Unit Owners. Copies of such Rules and Regulations and amendments thereto shall be furnished by the Association to all Owners prior to the effective date of such Rules and Regulations and amendments thereto. Such Rules and Regulations shall be binding upon the Owners and occupants and their respective families, tenants, guests, invitees, servants and agents until and unless any such Rule or Regulation is specifically overruled, cancelled or modified by the Board of Directors or in a regular or special meeting of the Association by a vote of the Owners, in person or by proxy, holding a majority of the total votes in the Association. This right shall include the power to levy fines in accordance with Section 718.303(3), Florida Statutes, for the failure of an Owner or occupant to comply with any provision of this Declaration, the Bylaws and the Rules and Regulations of the Association. The provisions of Section 718.303(3), Florida Statutes, do not apply to unoccupied Units. No fine will become a lien against a Unit.

(viii) to enter in and upon Units and any Limited Common Elements for emergency repairs, security and safety purposes and to effect other repairs, improvements, replacement or maintenance as necessary. Such right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance and similar emergency personnel in the performance of their respective duties as more particularly set forth in Article V hereof. To facilitate the Association's right of entry in the event of such emergency as provided herein, the Owner of each Unit, if required by the Association, shall deposit under the control of the Association a key or keys to such Unit.

(ix) to establish and collect Maintenance Fees and/or charges on behalf of the Association as may be provided for in this Declaration.

(x) to prepare and update annually a question and answer sheet as described in Section 718.504, Florida Statutes.

(xi) to enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities, whether or not the lands or facilities are contiguous to the Condominium Property, if they are intended to provide enjoyment, recreation or other use or benefit to the Owners. The rental, membership fees, operations, replacements and other expenses that may be related thereto shall be Common Expenses, and the Board shall have the right to promulgate and enforce reasonable Rules and Regulations governing the use thereof, in accordance with the provisions set forth herein.



Section 3. Failure to Perform. In the event the Board of Directors shall fail to perform any duty or duties which, under the terms and provisions of this Declaration, the other Condominium instruments, the Articles of Incorporation, the Bylaws or the Condominium Act, are to be performed by it, any Owner or Institutional Mortgagee who is aggrieved by such failure shall have the right to proceed in equity to compel the Board of Directors to perform such duty or duties. In no event, however, shall any member of the Board of Directors have any liability to any Owner or Institutional Mortgagee for any failure by the Board of Directors to perform any such duty or duties, except to the extent specifically provided in the Act.

B. MAINTENANCE.

Association Responsibility.

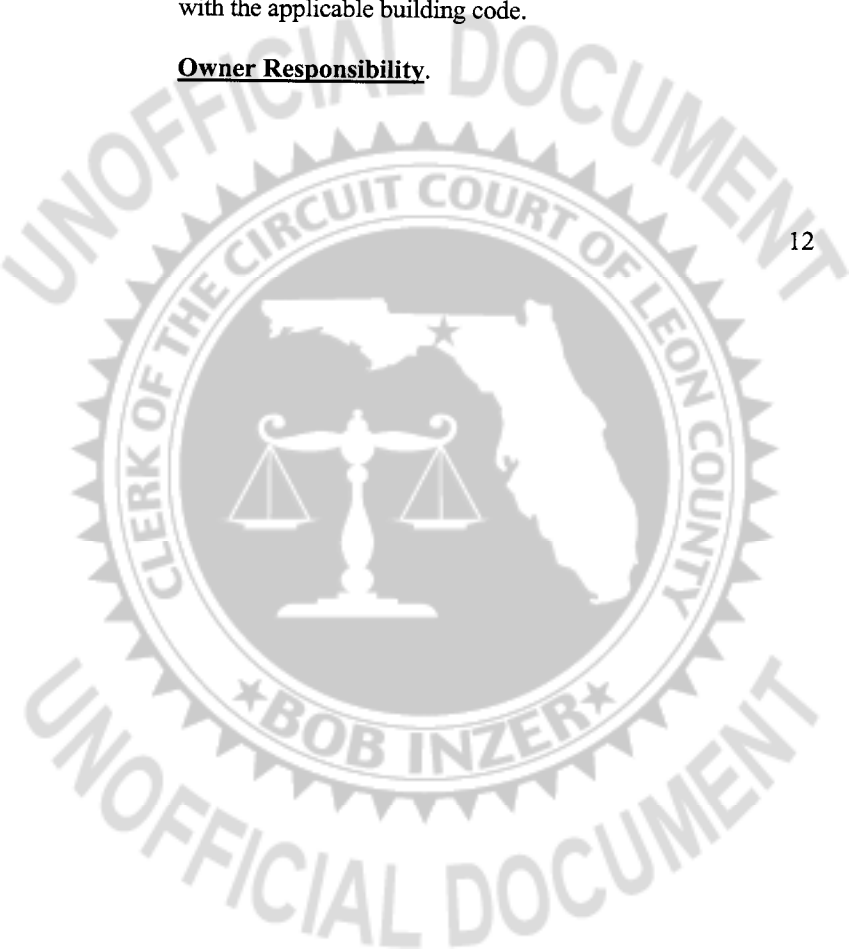
(a) Except as may be herein otherwise specifically provided, the responsibility of the Association with respect to maintenance, repair and replacement shall be to maintain, repair and replace (subject to available insurance proceeds) all portions of the Common Elements, including the Limited Common Elements. The responsibility of the Association for the maintenance, repair, and replacement of Limited Common Elements shall be limited to the maintenance, repair and replacement of such items as originally constructed and not for the cleaning and housekeeping of said items. Under no circumstances shall the Association be responsible for the maintenance, repair, and replacement of any improvements or betterments to the foregoing items made by the Owner or of any personal property within a Unit except to repair any damage to such improvements or betterments or personal property caused by the Association in performing its responsibilities hereunder. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or Occupant which is the responsibility of the Association hereunder, (including, but not limited to landscaping of the Common Elements) shall be performed at the sole expense of such Owner or Occupant, and the Owner or Occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(b) Except as may be otherwise provided by the Condominium Act, the Association shall not be liable for injury or damage to person or property caused by the elements or by any Owner, or any other person, or resulting from any utility, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment the responsibility for the maintenance of which is that of the Association, nor shall the Association be liable to any Owner for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements. No diminution or abatement of Maintenance Fees shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay such Maintenance Fees being a separate and independent covenant on the part of each Owner.

(c) As part of the Common Elements maintained by the Association, the Declarant and/or the Board of Directors shall have the right to erect on the Condominium a bulletin board primarily for the use of Owners in advertising their Units for sale. For so long as the Association desires to maintain this bulletin board, each Owner and his licensed real estate broker and agent may use the Condominium for access, ingress and egress to and from this bulletin board; provided, however, the use of the bulletin board shall be subject to such reasonable non-discriminatory rules and regulations as may be adopted or promulgated by the Board regulating the size and duration of such advertisements. Either the Declarant or the Board of Directors may terminate use of this bulletin board entirely at any time, and no property rights of any kind are created hereby.

(d) The Board of Directors shall adopt hurricane shutter specifications for the Building, which shall include color, style and other factors deemed relevant by the Board. All specifications adopted by Board shall comply with the applicable building code.

Owner Responsibility.



(a) The responsibility of the Owner with respect to maintenance and repair shall be to maintain, repair and replace all portions of his Unit and to maintain in a neat, clean and sanitary condition any Limited Common Element appurtenant to his Unit. The responsibility of the Owner shall include the maintenance, repair and replacement of all exterior doors and door screens, all exterior windows and window screens and all fixtures, equipment and appliances, including without limitation portions of the heating and air conditioning systems, and all chutes, flues, ducts, conduits, wires, pipes, lines or other apparatus located within the boundaries of such Owner's Unit or deemed to be a part thereof as provided by Article III hereof. Each Owner shall be responsible for performing his responsibilities in such manner so as not to unreasonably disturb other persons in other Units. Each Owner shall promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is that of the Association. The Association shall have the right but not the obligation to make any repair or replacement which is the responsibility of the Owner but which responsibility the Owner fails or refuses to discharge, and in such event the Owner shall be obligated to pay for the cost incurred by the Association for such work. Each Owner shall also be obligated to pay for the cost of repairing, replacing, or cleaning any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of such Owner, his family, tenants, employees, invitees, or guests.

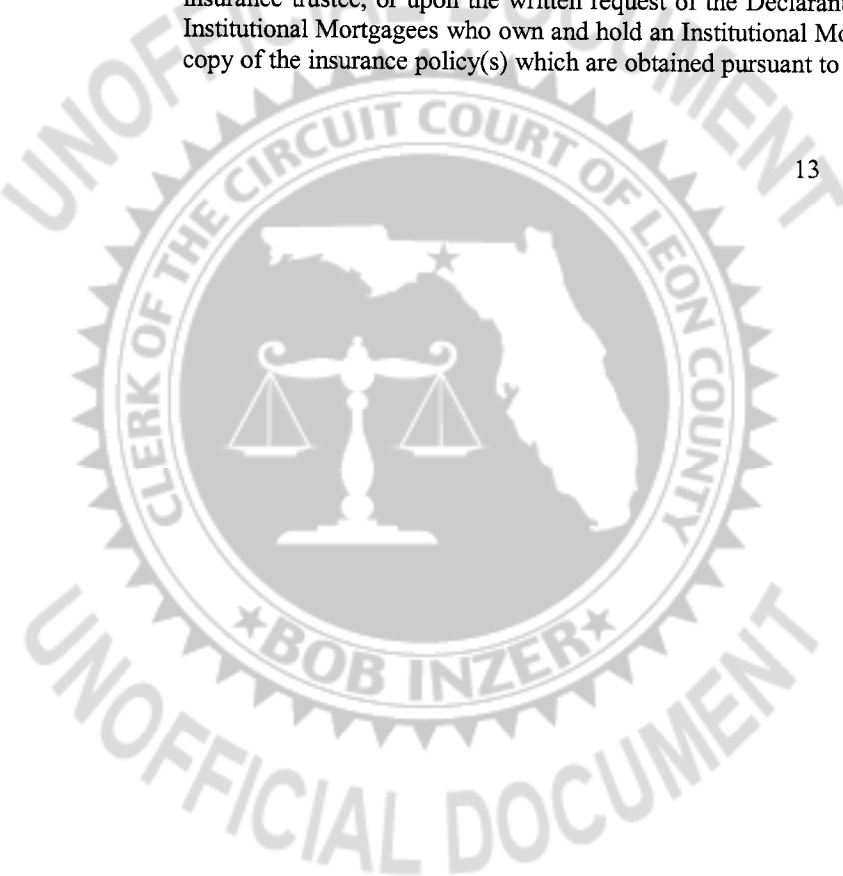
Unless the Board of Directors determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within such ten (10) days. If the Board determines that: (1) an emergency exists or (2) that an Owner has not complied with the demand given by the Association as herein provided; then the Association may provide such maintenance, repair or replacement at the Owner's sole cost and expense.

(b) **Additional Maintenance Responsibility.** Notwithstanding any other provision herein to the contrary, the Board of Directors, upon resolution, shall have the authority to require any or all of the Owners to do any act or perform any work, or otherwise refrain from performing any act or any work, involving portions of the Condominium which are the maintenance responsibility of the Owner which will, in the Board's sole discretion, decrease the possibility of fire or other casualty to the Condominium, reduce the insurance premium payable by the Association or otherwise assist the Association in securing and maintaining such insurance coverage. The Board's authority hereunder shall also allow the Board, by way of example and not limitation, (i) to require Owners to insulate pipes sufficiently or take other preventive measures to prevent freezing of water pipes to include, by way of example and not limitation, the requirement of heating Units to certain temperatures and/or of draining water pipes in the event of a vacancy of a Unit; (ii) to require Owners to install and maintain smoke detectors and to certify that they have checked the batteries for the smoke detectors and to allow the Board to inspect the smoke detectors and replace batteries if needed on a schedule to be determined by the Board; (iii) to require Owners to make improvements to the Owner's Unit and (iv) to take such other measures as the Board may reasonably require, so long as the cost of such work does not exceed Five Hundred and No/100 Dollars (\$500.00) per Unit in any twelve (12) month period. In the event that an Owner does not comply with any requirement made by the Board of Directors pursuant to this Section, the Association, upon ten (10) days' written notice (during which period the Owner may perform the required act or work without further liability), may perform such act or work at the Owner's cost and expense. The Association shall have all rights necessary to implement the requirements of this Section, including, but not limited to, the right to adopt reasonable Rules and Regulations and the rights set forth in Section 718.303, Florida Statutes.

C. INSURANCE AND CASUALTY OR LIABILITY LOSSES.

Section 1. Purchase of Insurance: The Association shall obtain insurance described herein together with such other insurance as the Association deems necessary in and for the interest of the Association, all Owners and their mortgagees, as their interests may appear. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Owners, without naming them, and as agent for their mortgagees.

Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of Owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the insurance trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the insurance trustee, or upon the written request of the Declarant, with such party as the Declarant shall designate. All Institutional Mortgagees who own and hold an Institutional Mortgage on a Unit shall have a right to receive a certified copy of the insurance policy(s) which are obtained pursuant to this Article, and the party responsible for obtaining said



policy(s) shall (a) cause certified copies of said policy(s) to be delivered to all Institutional Mortgagees upon receipt of same, (b) cause to be delivered to all Institutional Mortgagees not later than thirty (30) days prior to the expiration of any insurance policy, a certified copy of a binder or certificate of the insurer evidencing the replacement thereof, and not later than fifteen (15) days prior to the expiration of such policy(s), a certified copy of the new policy(s), and (c) cause to be delivered to all Institutional Mortgagees evidence as to the payment of all premiums due on insurance policies obtained pursuant to this Article. Owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expenses.

A. Coverage:

(1) Casualty. All Buildings and improvements upon the Condominium Property shall be insured in an amount which shall be not less than the full insurable value (full replacement value), and all personal property included in the Common Elements shall be insured for its value, all as determined annually by the Board of Directors of the Association in accordance with generally accepted insurance practices. Such coverage shall afford protection against:

(a) Loss or damage by fire, flood, lightning and such other risks as are included in coverage of the type known as the broad form of supplemental or extended coverage; and

(b) 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 Condominium Property, including, but not limited to, vandalism and malicious mischief.

(2) Public liability, including personal injury and property damage, insurance applicable to the Condominium Property in such amounts as shall be determined annually by the Board of Directors of the Association.

(3) Worker's Compensation policy to meet the requirement of law.

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

B. Premiums: Premiums upon insurance policies, as provided for herein, purchased by the Association, shall be invoiced by the Association as a Common Expense.

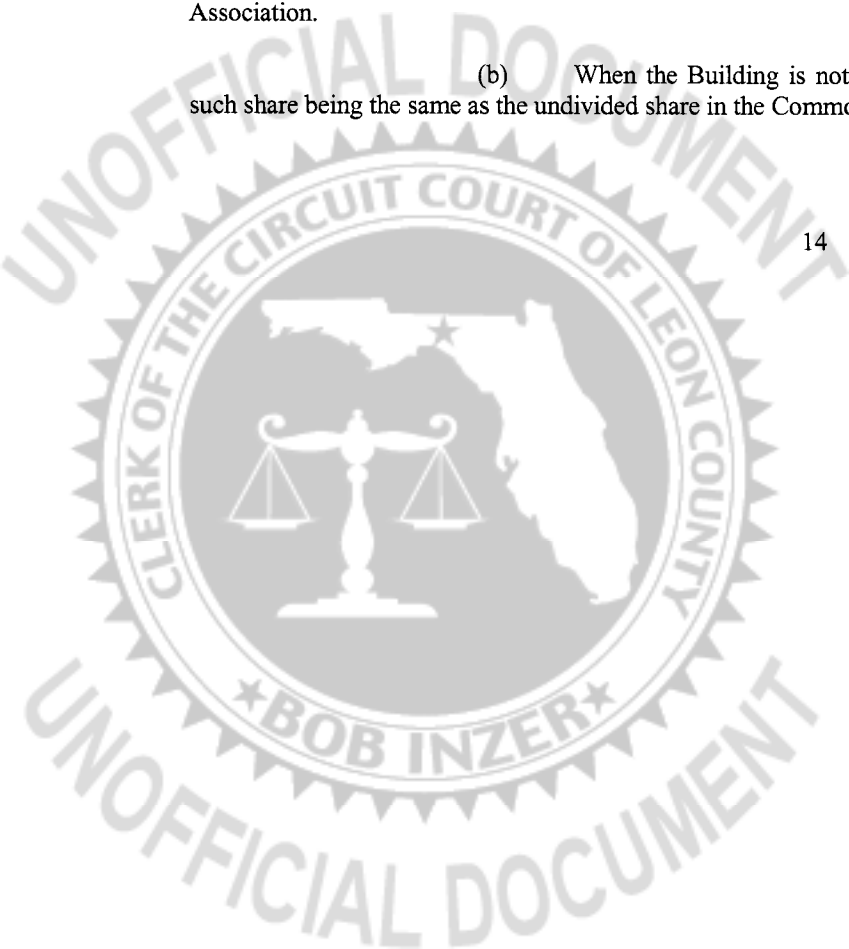
C. Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees, as their interests may appear, and may be paid to an insurance trustee, which shall be designated by the Board of Directors and which may be any bank or trust company in Florida with trust powers. The insurance trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units. Proceeds on account of damage to Units shall be held as follows:

(a) When the Building is to be Restored - For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Owner, which cost shall be determined by the Association.

(b) When the Building is not to be Restored - An undivided share for each Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.



(3) Mortgagees. In the event a mortgage endorsement has been issued as to a Unit, the share of the Owner shall be held in trust for the mortgagee and the 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Owner and mortgagee pursuant to the provisions of the Declaration.

D. Distribution of Proceeds: Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(1) Expense of the Trust. All expenses of the insurance trustee shall be first paid, or provision made therefor.

(2) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining 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. Remittance to Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(3) 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 Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

(4) Certificate. In making distribution to Owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of Owners and their respective shares of the distribution.

E. Association as Agent: The Association is hereby irrevocably appointed agent for each Owner, for each Owner of a mortgage or other lien upon a Unit, and for each Owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

F. Notice in Insurance Coverage: In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Owners, the Association will give notice of the exposure within a reasonable time to all Owners who may be exposed to the liability, and they shall have the right to intervene and defend the action.

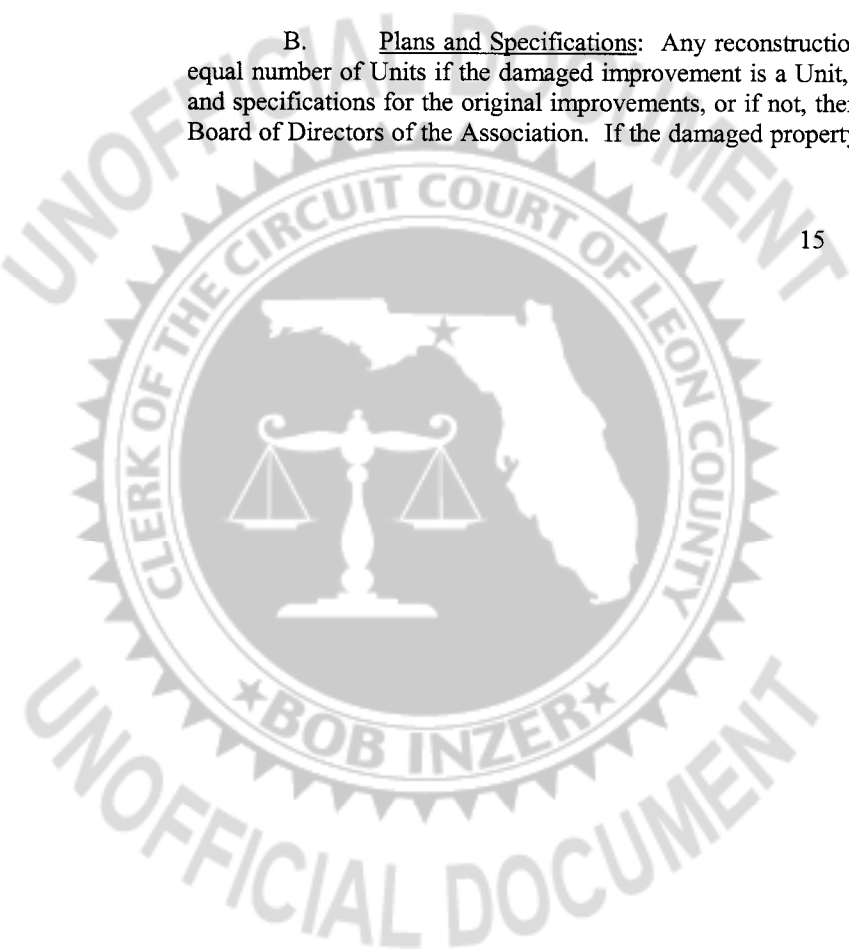
G. Inspection of Insurance Policy: A copy of each insurance policy obtained by the Association shall be made available for inspection by Owners at reasonable times.

ARTICLE VIII

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to Reconstruct or Repair. If any part of the Common Elements or Units shall be damaged by casualty, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the Condominium shall be terminated. The insurance trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and Specifications: Any reconstruction or repair required by this Article must provide for an equal number of Units if the damaged improvement is a Unit, and shall be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association. If the damaged property is a Unit, such approval shall be by the Owners of not



less than fifty percent (50%) of the Common Elements, including the Owners and Institutional Mortgagees of all damaged Units, which approval shall not be unreasonably withheld. All reconstruction or repair shall be in accordance with applicable law, regulations, local ordinances or the actions of a governmental authority having jurisdiction. The Association shall use its best efforts to overcome any prohibition on reconstructing or repairing a damaged improvement including, without limitation, resort to administrative and/or judicial remedies, unless the Association's legal counsel shall have rendered an opinion to the Association that the likelihood of success of such action is remote. If reconstruction or repair of a damaged Unit is prohibited, and the Unit is tenantable, the Condominium will be terminated as elsewhere provided. In the event insurance proceeds are insufficient to cover the expenses of reconstruction, the Board of Directors shall, through the Common Expenses, cover any deficit.

C. Responsibility: The responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimates of Costs: Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Maintenance Fees. The amount by which an award of insurance proceeds to the insurance trustee is reduced on account of a deductible clause in an insurance policy shall be paid by the Association. If the insurance proceeds are not sufficient to defray the estimated costs of reconstruction and repairs by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, the Association shall provide additional funds for the payment of such costs.

F. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the insurance trustee and funds provided by the Association, shall be disbursed in payment of such costs in the following manner:

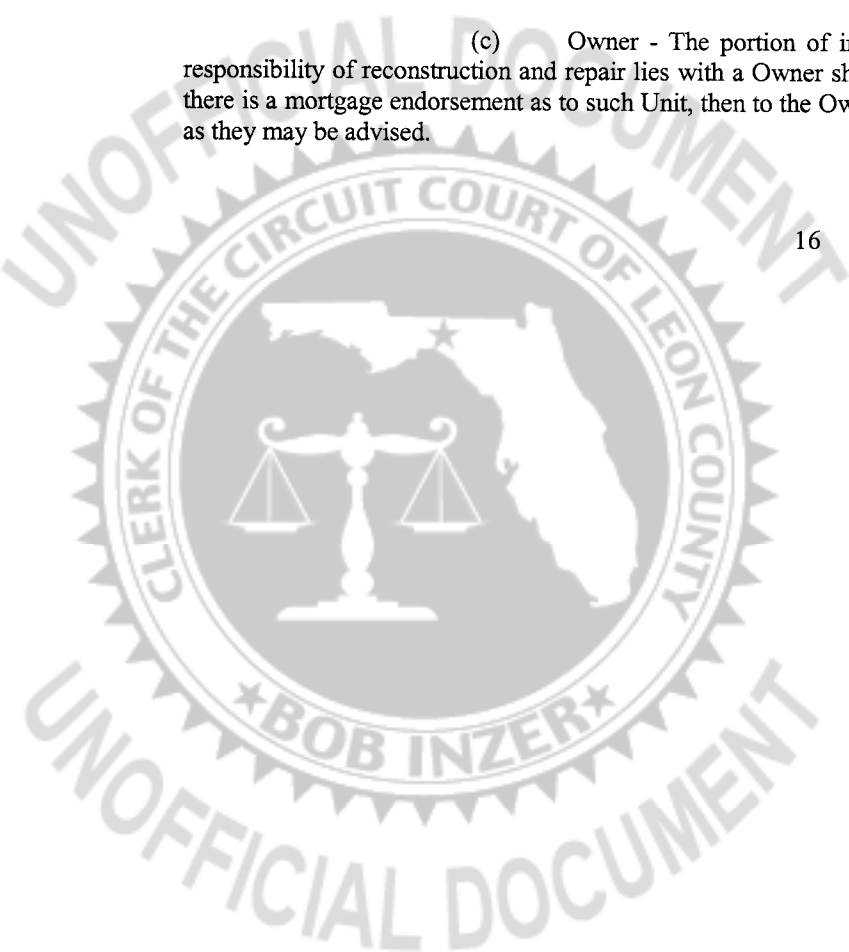
(1) Association. If the funds provided by the Association for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, then the funds provided shall be deposited by the Association with the insurance trustee. In all other cases, the Association shall hold the funds provided and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the insurance trustee by the Association on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$25,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors, provided, however, that upon request to the insurance trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$25,000.00, 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.

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



(d) Surplus - It shall be presumed that the first monies disbursed in payment of costs and 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 the beneficial Owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial Owner which is not in excess of Maintenance Fees paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate - Notwithstanding the provisions herein, the insurance trustee shall not be required to determine whether or not funds provided by the Association shall be deposited by the Association with the insurance trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the funds provided by the Association. Instead, the insurance trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the insurance trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE IX

CONDEMNATION

If all or any part of the Condominium shall be taken (or conveyed in lieu of and under the threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, for the benefit of all of the Owners. If the taking involves a portion of the Condominium on which improvements have been constructed, then the Association shall, if possible, restore or replace such improvements so taken on the property remaining in the Condominium unless seventy five percent (75%) of the Owners vote at a meeting duly called not to restore or replace such improvements. If the improvements are to be repaired or restored, the funds received by the Association shall be disbursed in the same manner as funds are disbursed for casualty damage or destruction as provided herein. If the taking does not involve any improvements on the Condominium, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such awarded funds or remaking funds shall be deposited to the benefit of the Association.

ARTICLE X

COMMON EXPENSES

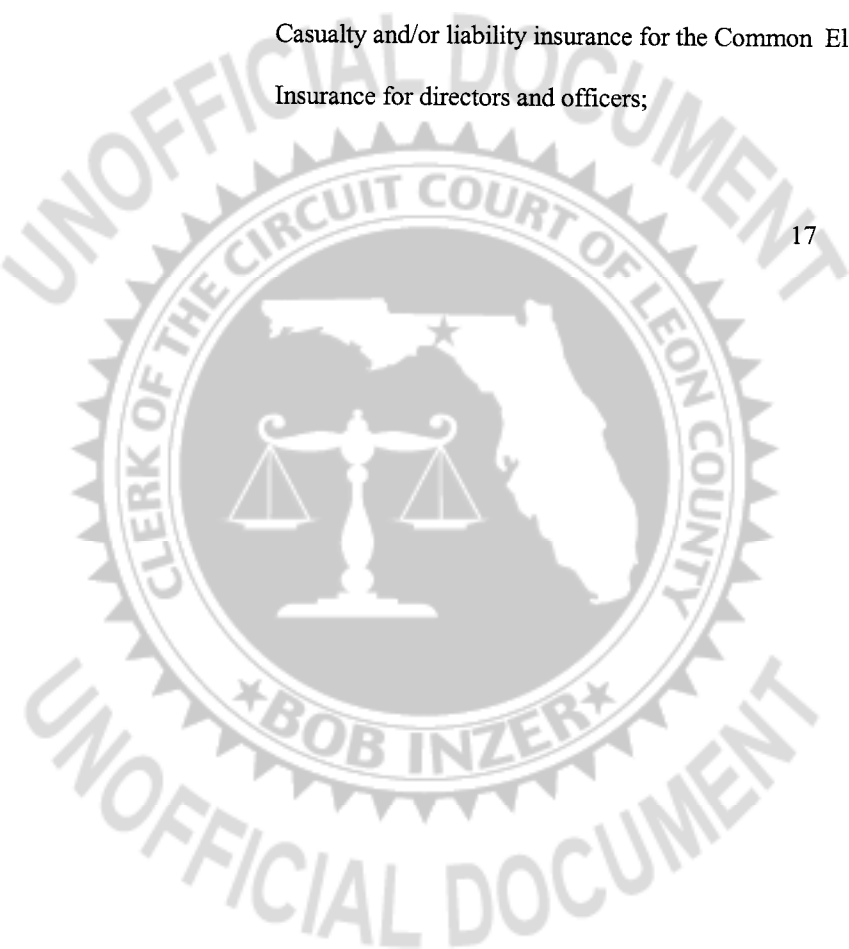
The Common Expenses and Common Surplus of the Condominium shall be shared by the Owners as specified and set forth in Exhibit "C" to this Declaration. All Owners shall pay their share of the Common Expenses, which shall include, but not be limited to, the following applicable items:

Expenses of operation, maintenance, repair, replacement and protection of the Common Elements and property of the Association;

Costs of carrying out the powers of the Association;

Casualty and/or liability insurance for the Common Elements;

Insurance for directors and officers;



Entranceway and garage maintenance and operation expenses;

In-house communication and security services, if any;

Utilities for the Common Elements of the Condominium, which may include by way of example and not limitation, telephone service, electrical power, sewage disposal service (inclusive of Solid Waste Costs as such is identified in the Operating and Easement Agreement), trash removal, water and cable television service, and certain utilities for the Units within the Condominium, which may include by way of example and not limitation, basic telephone and cable service, as such may be determined by the Board of Directors;

Costs of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract;

Expenses of installation, replacement, operation, repair and maintenance of hurricane shutters;

Personal property, real estate, and any other applicable taxes not billed directly to the Owners;

Expenses of operation, maintenance, repair, replacement and protection of the Shared Systems in accordance with that certain Easement Agreement by and between Florida League of Cities, Inc. and City of Tallahassee, recorded in the Public Records of Leon County, Florida, at O.R. Book 1895, Page 0708 (the "Easement Agreement");

Plaza Assessment, which shall include the operating costs associated with the maintenance, repair and operation of the Plaza Improvements (as such is identified in the Operating and Easement Agreement) as established by and set forth in the Operating and Easement Agreement; and

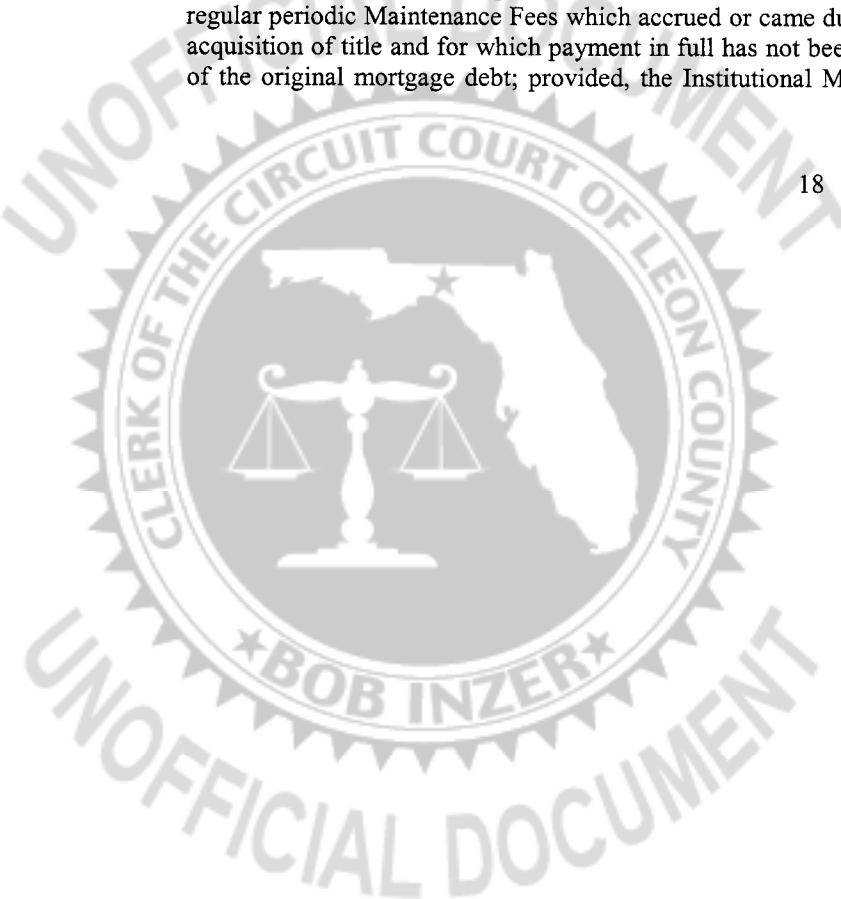
Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

ARTICLE XI

ASSESSMENTS

Section 1. Purpose of Assessment. The Maintenance Fees provided for herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Units in the Property, including the maintenance of real and personal property, all as may be specifically authorized from time to time hereunder and by the Board of Directors.

Section 2. Creation of Lien and Personal Obligation for Maintenance Fees. Each Owner of a Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof, (a) general Maintenance Fees and (b) special assessments established as herein provided. All such Maintenance Fees and assessments together with late charges, simple interest at the rate of eighteen percent (18%) per annum, a late charge not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Maintenance Fee for each delinquent installment that the payment is late, costs of collection and reasonable attorney's fees incurred in collection, and interest due and owing, shall be a charge on and a continuing lien against each Unit against which each assessment is made. Each such Maintenance Fee, together with the late fees, interests, court costs and attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the Maintenance Fee became due and his grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, the liability of an Institutional Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Maintenance Fees that became due prior to the Institutional Mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid Common Expenses and regular periodic Maintenance Fees which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or (ii) one percent (1%) of the original mortgage debt; provided, the Institutional Mortgagee joined the Association as a defendant in the



foreclosure action. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Maintenance Fee for Owners who are delinquent in the payment of such Maintenance Fees. Unless otherwise provided by the Board, Maintenance Fees shall be paid in monthly installments. Within fifteen (15) days after receiving a written request therefor from an Owner or Institutional Mortgagee, the Association shall furnish to such Owner or Mortgagee a written statement signed by the Association officer stating all Maintenance Fees and other moneys owed to the Association by such Owner with respect to the Condominium Parcel owned by such Owner. This statement shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee not to exceed \$25.00 for the issuance of such a statement.

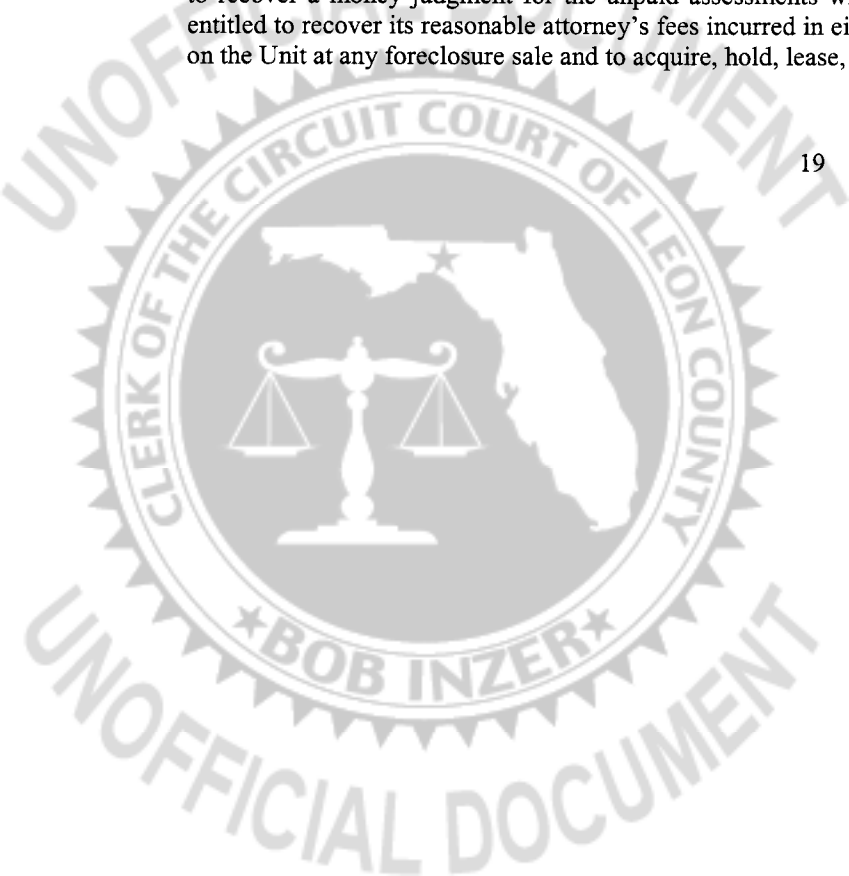
Section 3. Computation of General Maintenance Fees. It shall be the duty of the Board to prepare a budget covering the estimated cost of operating the Association during the coming year. The budget shall include reserve accounts for capital expenditures and deferred maintenance in accordance with Section 718.112(2)(f) Florida Statutes. The Board shall cause a notice of meeting, a copy of the budget, and the Maintenance Fee to be levied therefrom, to be mailed to each Owner at least fourteen (14) days prior to the date of the meeting at which the budget will be considered. The budget and the Maintenance Fee shall become effective unless disapproved at a meeting of the Owners held within the first sixty (60) days of the then current fiscal year by a majority of the Owners of the Association eligible to vote. Notwithstanding the foregoing, in the event that the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, the budget and Maintenance Fees in effect for the current year shall continue for the succeeding year.

For so long as the Declarant has control of the Board, Maintenance Fees shall not exceed 115 percent of Maintenance Fees for the prior fiscal year unless approved by a majority of all voting interests.

Section 4. Special Assessments. In addition to other Maintenance Fees authorized herein, the Board may in its discretion levy special assessments in any year for the purpose of paying the costs of unexpected maintenance, repairs or replacement of the Common Elements or the cost of other unanticipated expenses, needs or obligations of the Association incurred or projected to be incurred in the performance of its obligations in this Declaration. No membership vote shall be necessary prior to the imposition of a special assessment.

Section 5. Lien for Maintenance Fees and Assessments. All Maintenance Fees and assessments assessed against any Unit pursuant to this Declaration, together with late charges, interests, costs and attorney's fees as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances except for the lien for ad valorem taxes, the lien of any Institutional Mortgage covering the Unit, and the lien of any Institutional Mortgagee recorded prior to the recording of this Declaration. The recording of this Declaration shall constitute record notice of the existence of the lien and the priority of the lien. All persons acquiring liens or encumbrances after this Declaration shall have been recorded shall be deemed to consent that such liens and encumbrances, except as otherwise provided herein, shall be inferior to the lien created by this Declaration.

Section 6. Nonpayment of Maintenance Fees or Assessments. Any Maintenance Fee or assessment levied pursuant to this Declaration which is not paid within ten (10) days after it is due shall be delinquent and shall also include a late charge established by the Board of Directors, accrue simple interest at the rate of eighteen percent (18%) per annum, and include all costs of collection, including reasonable attorney's fees incurred in collection. If any delinquent Maintenance Fee, assessment or portion thereof is not paid within ten (10) days after written notice is given to the Owner to make such payment, the Association shall have the right to accelerate Maintenance Fees of such Owner. Accelerated Maintenance Fees shall be due and payable on the date the claim of lien is filed in accordance with Section 718.116(5)(b), Florida Statutes. Such accelerated Maintenance Fees shall include the amounts due for the remainder of the budget year in which the claim of lien was filed. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either case. The Association shall have the power to bid on the Unit at any foreclosure sale and to acquire, hold, lease, encumber and convey such Unit.



Except as stated herein, no Owner may waive or otherwise exempt himself or itself from liability for the Maintenance Fees and assessments provided herein, including, but not limited to, non-use of the Common Elements or abandonment of a Unit. No diminution or abatement of any Maintenance Fee or assessment or setoff shall be claimed or allowed by reason of any failure of the Association or the Board to take some action or perform some function required to be taken or performed by the Association or the Board hereunder, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any governmental authority, it being acknowledged that the obligation to pay Maintenance Fees or assessment is a separate and independent covenant on the part of each Owner.

Section 7. No Setoff or Deduction. No Owner may waive or otherwise exempt himself from liability for the Maintenance Fees or assessments provided for in this Declaration. No setoff, diminution, or abatement of any Maintenance Fee or assessment shall be claimed or allowed by reason of any alleged failure of the Association to take some action, alleged failure of the Association to perform the maintenance responsibilities required under Article VII herein, for inconvenience or discomfort arising from the making of repairs or improvements which are responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. The obligation to pay Maintenance Fees and assessments is a separate and independent covenant on the part of each Owner and is not subject to setoff.

Section 8. Application of Payments. All payments shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, t and then to delinquent Maintenance Fees.

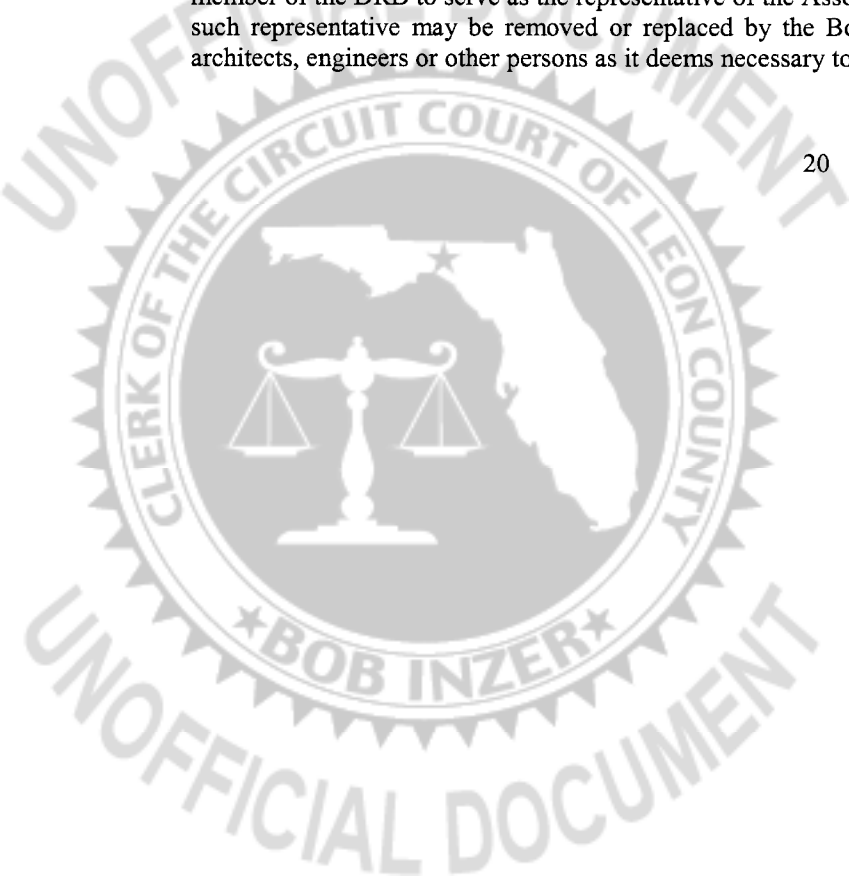
Section 9. Fiscal Year. The fiscal year of the Association shall begin on January 1st of each year and shall end on December 31st of the same year.

Section 10. Capital Contribution. In addition to all of the sums due hereunder, upon acquisition of record title to a Unit by each Owner other than Declarant, such Owner agrees at the closing of the acquisition of record title to such Unit to pay a non-refundable contribution to the capital of the Association in an amount equal to three (3) month's share of the current year's general Maintenance Fee on the Unit. The foregoing sum shall be collectible in the same manner as Maintenance Fees if it is not paid. A sum equal to two (2) month's share of the current year's general Maintenance Fee on the Unit shall be used for the purpose of providing the Association with operating or working capital. The remainder of the amount collected shall be deposited into the reserve account of the Association and used to help defray the cost of capital repairs and maintenance of the Common Elements and Units as required of the Association by this Declaration. Notwithstanding the above, during such period of time within which the Declarant is excused from the payment of Maintenance Fees in accordance with Section 718.116(9)(a)1., Florida Statutes, no capital contributions shall be used for the payment of Common Expenses.

ARTICLE XII

ARCHITECTURAL STANDARDS

Section 1. Creation of Design Review Board. The Declarant shall establish and maintain a Design Review Board ("DRB") consisting of at least three (3) and no more than five (5) members. Until turnover of the Association, Declarant shall have the exclusive right to appoint all members of the DRB and all members of the DRB may be removed by Declarant with or without cause. After turnover of control of the Association, the Board shall have the exclusive right and authority at any time, and from time to time, to appoint and remove members of the DRB with or without cause. Until turnover of the Association, Declarant shall have the exclusive right and authority to appoint one member of the DRB to serve as the representative of the Association to the Kleman Plaza Design Review Board and such representative may be removed or replaced by Declarant with or without cause. After turnover of control of the Association, the Board shall have the exclusive right and authority to appoint one member of the DRB to serve as the representative of the Association to the Kleman Plaza Design Review Board and such representative may be removed or replaced by the Board with or without cause. The Board may employ architects, engineers or other persons as it deems necessary to enable the DRB to perform its review. Written design



guidelines and procedures may be promulgated for the exercise of this review, which guidelines may provide for a review fee.

Section 2. Function of DRB. The DRB shall have exclusive jurisdiction over all construction on any portion of the Condominium Property, subject to the Operating and Easement Agreement. No exterior construction, alteration, addition, change or erection of any nature whatsoever shall be commenced or placed upon any part of the Condominium, except such as is installed by the Declarant, or as is approved in accordance with this Article, or as is otherwise expressly permitted herein. Except as provided above, no exterior construction, addition, erection or alteration of any kind or nature shall be made to a Unit unless and until plans and specifications showing at least the nature, kind, shape, height, color, materials and location shall have been submitted in writing to and approved in writing by (i) the DRB, and (ii) the Kleman Plaza Design Review Board pursuant to the Operating and Easement Agreement.

If the DRB fails to approve or to disapprove submitted plans and specifications within sixty (60) days after the plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with; provided, however, approval has been received by the Kleman Plaza Design Review Board pursuant to the Operating and Easement Agreement. In the event approval is not received by the Kleman Plaza Design Review Board pursuant to the Operating and Easement Agreement, the plans and specifications shall be disapproved by the DRB. As a condition of approval under this Article, each Owner, on behalf of such Owner and such Owner's successors-in-interest, shall assume all responsibilities for maintenance, repair, replacement and insurance to and on any change, modification, addition or alteration. In the discretion of the DRB, an Owner may be made to verify such condition of approval by a recordable written instrument acknowledged by such Owner on behalf of such Owner and such Owner's successors-in-interest. The DRB shall be the sole arbiter of such plans and may withhold approval for any reason, including purely aesthetic considerations, and it shall be entitled to stop any construction in violation of these restrictions. Any member of the Board or its representatives shall have the right, during reasonable hours and after reasonable notice, to enter upon any property to inspect for the purpose of ascertaining whether or not the approved plans and specifications have been complied with. In addition to any other remedies available to the Association, in the event of noncompliance with this Article, the Board may, as provided in this Declaration, record in the appropriate land records a notice of violation naming the violating Owner.

Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the DRB, the members thereof, nor the Association assumes liability or responsibility therefor, nor for any defect in any structure constructed from such plans and specifications. Neither Declarant, the Association, the DRB, the Board, nor the officers, directors, members, employees and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications and every Owner agrees that such person or Owner will not bring any action or suit against Declarant, the Association, the DRB, the Board or the officers, directors, members, employees and agents of any of them to recover any damages and hereby releases, remises, quitclaims, and covenants not to sue for all claims, demands and causes of action arising out of or in connection with any judgments, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

Section 3. Interior Alterations. No Owner shall make any alterations or improvements to the interior of a Unit, remove any portion thereof, make any additions thereto, or do any thing that would change the exterior appearance of such Unit without first submitting plans and specifications therefor and obtaining the written consent of the DRB pursuant to this Article and the Kleman Plaza Design Review Board pursuant to the Operating and Easement Agreement. Any other interior alteration of any improvement may be made by the Owner without first obtaining the approval of the DRB or Kleman Plaza Design Review Board.



ARTICLE XIII

USE RESTRICTIONS

Section 1. General. In addition to the use restrictions established by the Operating and Easement Agreement, this Article sets out certain use restrictions which must be complied with by all Owners and their respective families, tenants, guests, licensees and invitees. In addition, the Board may from time to time, without the consent of the Owners, adopt, modify or delete Rules and Regulations applicable to the Condominium as permitted under this Declaration in Article VII, Section A.2 hereof.

Section 2. Use.

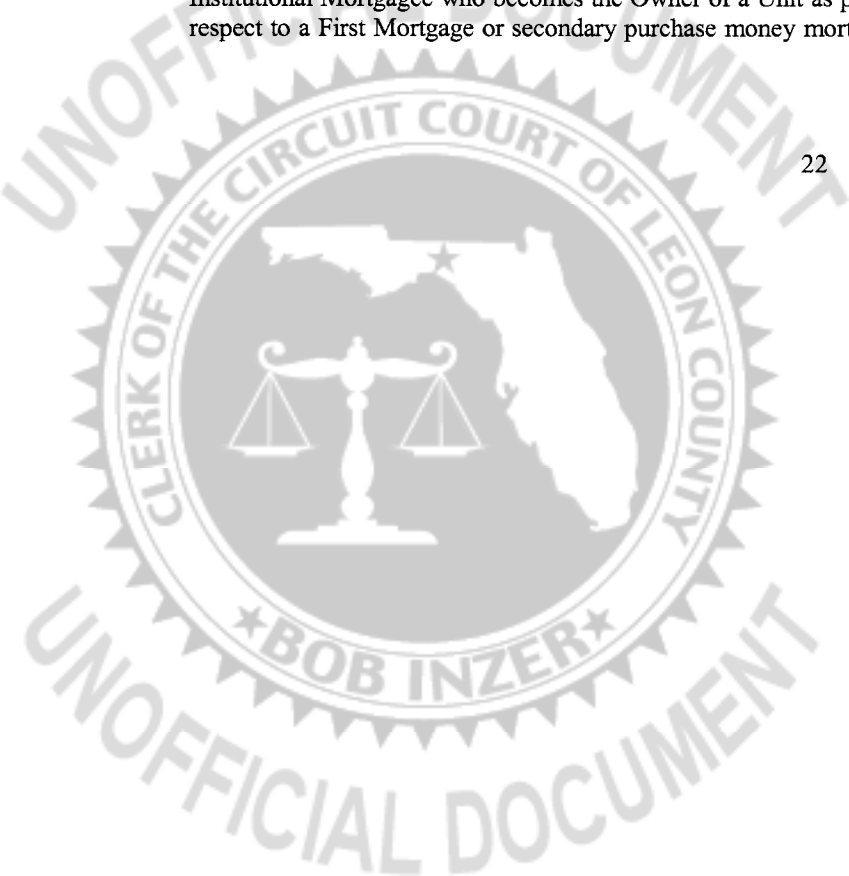
A. **Residential Use.** Except for development, sale and marketing activities carried on by the Declarant or affiliates of Declarant in connection with the Units, each Unit, with the exception of the Commercial Unit(s), shall be used for residential purposes only. No trade or business of any kind may be conducted in or from a Unit, with the exception of the Commercial Unit(s), except for business use ancillary to a primary residential use so long as (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from the exterior of the Unit; (b) the business activity does not regularly involve persons coming onto the Units who do not reside in the Condominium or door-to-door solicitation of Owners of Units; (c) the business activity conforms to all zoning requirements for the Unit; and (d) the business activities are consistent with the resident character of the Condominium and does not constitute a nuisance, a hazardous or offensive use, or threaten the security or safety of other Owners of Units, as may be determined in the sole discretion of the Board of Directors.

B. **Commercial Use.** Each Commercial Unit shall be used for retail, commercial or business purposes only; provided, however, the following uses shall be strictly prohibited: (a) any use which (i) emits a strong, unusual or offensive odor, fumes, dust or vapors, (ii) is a public or private nuisance, (iii) emits sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, or (iv) creates unusual fire, explosive or other hazards; (b) any establishment selling or exhibiting pornographic materials or drug-related paraphernalia (except that this provision shall not prohibit the operation of a book store or video store which carries a broad inventory of books or videos and other materials directed toward the interests of the general public as opposed to any specific segment thereof); (c) any tattoo parlor or operation whose principal use is a massage parlor, provided, this shall not prohibit massages in connection with a beauty salon or health club or athletic facility; and (d) any gambling facility or operation, including, but not limited to, off-track or sports betting parlors, table games such as blackjack or poker, slot machines, video poker/blackjack/keno machines or similar devices, or bingo halls.

Section 3. Single-Family. A Unit shall not be constructed for more, nor occupied by more, than one (1) family or one (1) family plus one (1) non-related person; provided, however, this restriction shall not be applicable to any Commercial Unit(s).

Section 4. Gardens and Play Equipment. No vegetable garden or play equipment shall be erected or maintained on the Common Elements.

Section 5. Signs. Except as may be required by legal proceedings or as may be permitted by the Rules and Regulations, no "For Sale" or "For Rent" signs or other signs or advertising posters of any kind shall be maintained or permitted on any portion of the Condominium Property without the prior express written permission of the Board of Directors of the Association, subject to such Rules and Regulations which may be adopted to govern the same. Notwithstanding the above, the Association may permit specific signs to be located on bulletin boards placed on the Common Elements by the Association. Any such sign must be in compliance with the Rules and Regulations. The Board of Directors shall establish standards for any permitted signs and posters within the Condominium Property, and there shall be no deviation from such standards without the prior written consent of the Board of Directors. Notwithstanding the foregoing, the provisions of this Section shall not apply to any signs maintained within the Condominium by Declarant, its agents, representatives, or assigns; or to a "For Sale" or "For Rent" sign posted by a n Institutional Mortgagee who becomes the Owner of a Unit as purchaser at a judicial or foreclosure sale conducted with respect to a First Mortgage or secondary purchase money mortgage or as transferee pursuant to any proceeding in lieu



thereof, subject to reasonable Rules and Regulations established by the Board of Directors with respect to such "For Sale" or "For Rent" signs.

Section 6. Nuisance. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium Property, except in containers specifically designated for such purpose, nor shall any odors be permitted so as to render any portion of the Condominium Property unsanitary, unsightly, offensive or detrimental to persons using or occupying other portions of the Condominium Property. No obnoxious or offensive activity shall be carried on, within or upon the Condominium Property, nor shall anything be done thereon which may become an annoyance to other Owners. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed within the Condominium. Any siren or device for security purposes shall contain a device which causes it to automatically shut off within a reasonable time after sounding. Stereo equipment and similar devices shall be operated so as not to be audible from any other Unit or the Common Elements. The display or shooting of fireworks or firecrackers is expressly forbidden. Any Owner, or his family, servants, agents, invitees or guests, who shall dump or place any trash or debris upon any portion of the Condominium Property, except in the containers described above, shall be liable to the Association for the actual cost of the removal thereof or the sum of Fifty Dollars (\$50.00), whichever is greater.

Section 7. Animals and Pets. No animals, pets, livestock, swine, birds or poultry of any kind shall be raised, bred or kept in any Unit, except that dogs, cats and other usual household pets may be kept by an Owner within his respective Unit provided they are not kept, bred or maintained for any commercial purpose and do not endanger the health of or unreasonably disturb Owners of Units within the Condominium. The Board of Directors shall have the right to adopt reasonable Rules and Regulations governing animals and pets kept by Owners, including the right to limit certain size, weight or type. No structure for the care, housing or confinement of any pet or animal shall be constructed or maintained on any part of the Common Elements. Pets and animals shall be on a leash at all times when walked or exercised in any portion of the Common Elements. No pet or animal shall be permitted to leave its excrement on any portion of the Common Elements and the Owner of such animal or pet shall immediately remove such excrement. In the event an animal or pet is deemed by the Board of Directors to be a nuisance or to be kept in violation of this Declaration, the Board of Directors shall have the right to require the Owner of such animal or pet to remove such animal or pet from the Condominium. The animal control authority shall be permitted to enter the Condominium to patrol and remove all pets and animals which are in violation of such animal control regulations or this Declaration. All animals and pets shall be registered, licensed and inoculated as required by law and the Association has the right to demand written proof of the existence of such registration, license and inoculation.

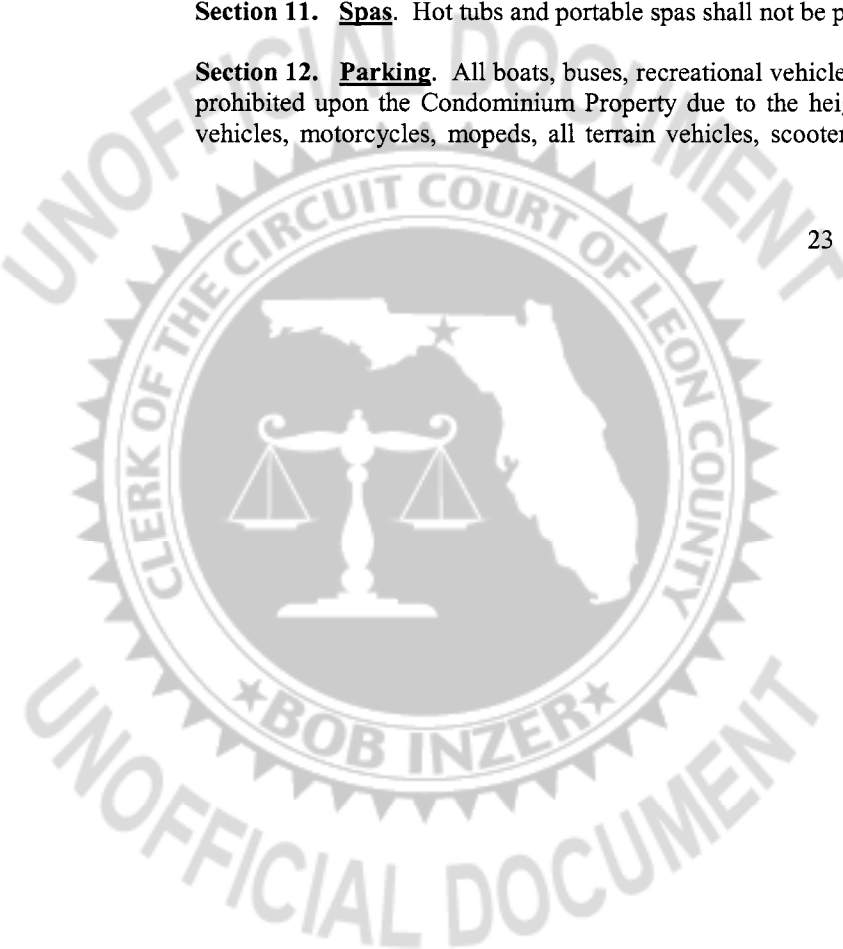
Section 8. Garbage Cans, Wood Piles, Etc. All garbage cans, wood piles, and related equipment and other similar items shall be located or screened so as to be concealed from view from the Common Elements. All rubbish, trash and garbage shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Trash, garbage or other rubbish shall be kept in sanitary containers with covers or lids. Exterior clotheslines are expressly prohibited. The Declarant expressly reserves the right to allow builders to dump, bury and/or burn construction debris and trees within the Condominium Property as needed during initial construction; otherwise, no dumping or burning of debris or trees is permitted within the Condominium.

Section 9. Lighting. Except for decorative lights during the holiday season, all exterior lighting on each Unit must be submitted and approved by the DRB in accordance with the provisions herein. The Board of Directors shall have the right to adopt reasonable Rules and Regulations concerning seasonal decorative lights.

Section 10. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed, installed or maintained upon any Unit unless approved by the DRB in accordance with the provisions herein.

Section 11. Spas. Hot tubs and portable spas shall not be permitted without the prior written consent of the DRB.

Section 12. Parking. All boats, buses, recreational vehicles, motor homes, mobile homes, trailers and campers are prohibited upon the Condominium Property due to the height constraints of the parking garage. All commercial vehicles, motorcycles, mopeds, all terrain vehicles, scooters, mini bikes, and go carts, kept or maintained in the



Condominium for periods longer than twenty-four (24) hours must be kept in a designated parking space. All automobiles, vans and trucks shall be parked within designated parking spaces to the extent that such space is available. Any commercial vehicle, motorcycle, moped, all terrain vehicle, scooter, mini bike, or go cart parked on the Common Elements in violation of the Declaration for periods longer than twenty-four (24) hours shall be considered a nuisance and may be removed from the Condominium by the Board of Directors at such Owner's expense.

Automobiles and other transportation vehicles or devices which are either dismantled, partially dismantled, inoperative, discarded or which do not have a valid license plates attached thereto are prohibited. No Owner or Occupant of any Unit shall repair or restore any automobile or other transportation vehicle or device of any kind upon the Common Elements, except to the extent necessary to enable its movement in the event of an emergency repair. No used motor vehicle parts shall be stored, kept or maintained on the Condominium Property.

Section 13. Antennas or Similar Equipment. The installation of antennas, satellite dishes and other similar or related equipment or apparatus for the transmission and/or reception of television or radio or other signals (hereinafter collectively "Antenna") shall be subject to such Rules and Regulations adopted from time to time by the Board. Such Rules and Regulations shall be enforceable as if fully set forth herein.

Section 14. Firearms. The use of firearms within the Condominium is strictly prohibited. The term "firearms" includes pellet guns and other firearms of all types, regardless of size, power or gauge.

Section 15. Leasing. Units, with the exception of any Commercial Unit, may be leased for residential purposes only. Any lease for a term of six (6) months or longer, shall be in writing and a copy thereof shall be provided to the Association. All such leases shall require that the tenant acknowledge receipt of a copy of this Declaration, the Bylaws and Rules and Regulations of the Association and shall obligate such tenant to comply with those documents. Owners are responsible for the actions and conduct of their tenants and the tenants' family, guests, licensees and invitees.

Section 16. Drainage. Natural drainage of streets and the Common Elements shall not be impaired by any Owner. No Owner shall obstruct or rechannel the drainage flow of water after location and installation of catch basins, berms, drainage areas, drainage swales, storm sewer or storm drain systems.

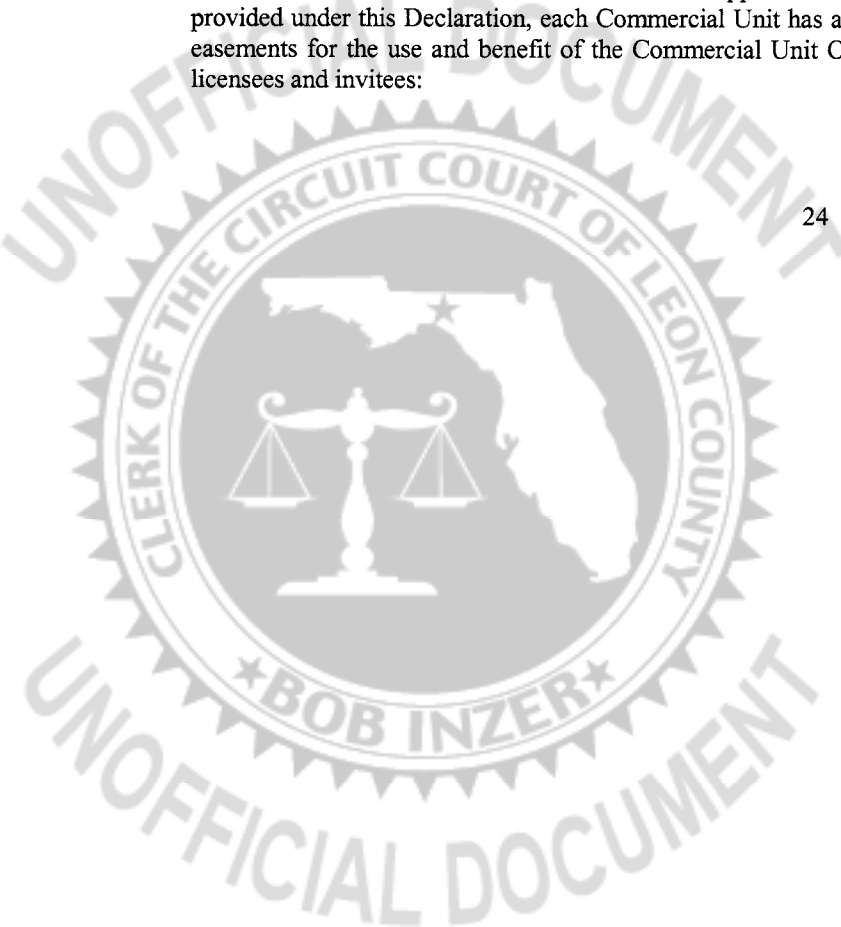
Section 17. Unightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly or unkempt condition from existing on or within his Unit. Any item such as outside patio furniture or other articles that can be viewed from the streets within the Condominium, Common Elements, or other Units shall be maintained in a neat and attractive condition as determined by the Board. The pursuit of hobbies or other activities, including, but not limited, assembly, disassembly and repair of motor vehicles or other mechanical devices, which might tend to cause disorderly, unsightly or unkempt conditions shall not be pursued or undertaken on any part of the Condominium.

Section 18. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the Condominium Property except within a Unit. Exterior sculptures, fountains, flags and similar items must be approved by the DRB in accordance with the provisions herein.

ARTICLE XIV

COMMERCIAL UNITS

Commercial Unit Owners shall be entitled to all of the rights and benefits otherwise provided to Owners under this Declaration. Commercial Units shall share in the Common Expenses and the Common Surplus in accordance with Exhibit "C" attached hereto. In addition to all appurtenances, easements and other benefits passing with Units as provided under this Declaration, each Commercial Unit has as an appurtenance the following perpetual non-exclusive easements for the use and benefit of the Commercial Unit Owner, his successors and assigns, social guests, lessees, licensees and invitees:



(a) an easement for ingress and egress over all Common Elements of the Condominium as the same may exist from time to time for such purposes as permitted by law, including, but not limited to, such commercial activities that the Commercial Unit Owner may engage in from time to time; and

(b) an easement for placement, maintenance, repair, replacement, removal and relocation of any items necessary for use of the Commercial Units as permitted herein, including, but not limited to, water lines, piping, ductwork, conduits, electrical and telecommunications wiring, refrigeration and ventilation needs.

ARTICLE XV

MORTGAGEE PROVISIONS

The following provisions are for the benefit of the holders of Institutional Mortgages on Units in the Condominium. To the extent applicable, necessary or proper, the provisions of this Article shall apply to both this Declaration and to the Bylaws.

Section 1. Notice of Action. An institutional holder, insurer or guarantor of a Institutional Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and identify specifically the Unit encumbered by the Institutional Mortgage, thereby becoming an "eligible holder") will be entitled to timely written notice of: (a) any condemnation loss or casualty loss which affects a material portion of the Condominium or which affects a portion of the Unit on which there is an Institutional Mortgage held, insured or guaranteed by such eligible holder; (b) any delinquency in the payment of Maintenance Fees or charges owed by an Owner of a Unit, subject to the Institutional Mortgage of the eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, the Association may, without request from such eligible holder, provide notice of such delinquency to such Institutional Mortgagee; (c) any lapse, cancellation or material modification of any insurance policy maintained by the Association; or (d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or any other person a priority over any rights of the Institutional Mortgagee on a Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

Section 3. Notices to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Institutional Mortgage encumbering such Owner's Unit.

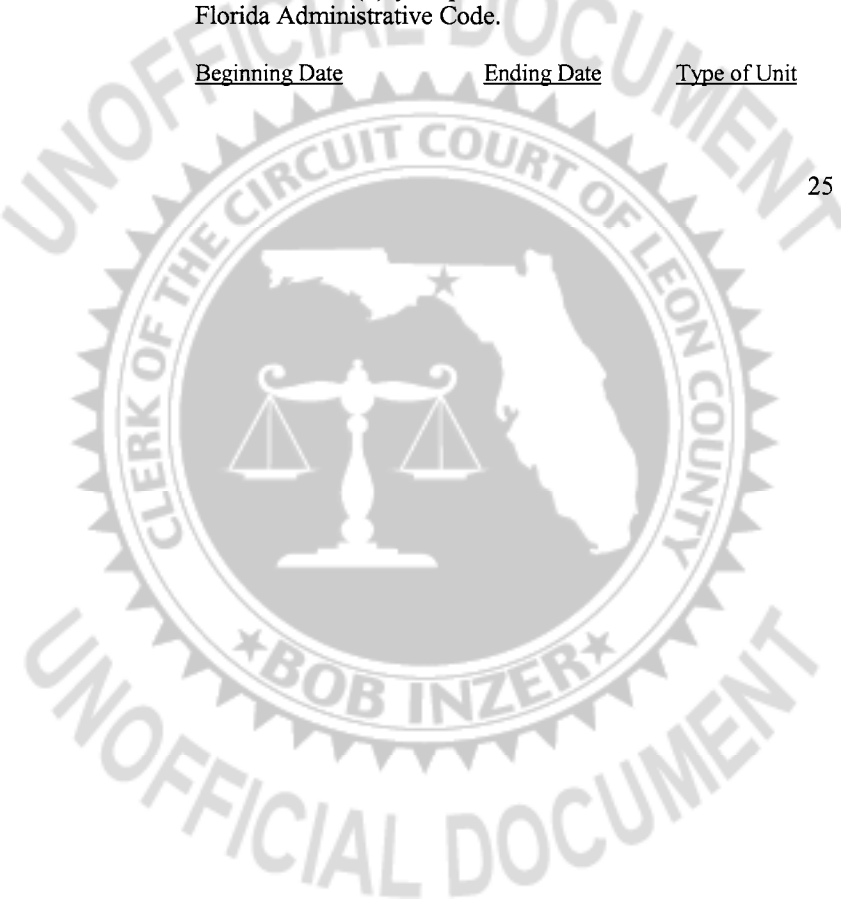
Section 4. Failure of Mortgagee to Respond. Any Institutional Mortgagee who receives a written request from the Board to respond or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Institutional Mortgagee within thirty (30) days after the date of the Association's request.

ARTICLE XVI

GUARANTEE OF ASSESSMENTS

The Declarant, by this Article, guarantees to all other Owners in the Condominium that Maintenance Fees will not exceed the amount set forth herein from the recordation date of this Declaration until December 31, 2007, or until turnover of the Association, whichever first occurs. The amount of the guarantee, on a monthly basis, for each Unit is set forth below. The Declarant will not pay Maintenance Fees during the guarantee period, but shall pay any Common Expenses that exceed the guaranteed amount. The Declarant may extend the guarantee for one or more consecutive additional one (1) year periods in accordance with Section 718.116(9), Florida Statutes, and Rule 61B-22.004(2)(c), Florida Administrative Code.

<u>Beginning Date</u>	<u>Ending Date</u>	<u>Type of Unit</u>	<u>Amount</u>
-----------------------	--------------------	---------------------	---------------



Recordation of	12/31/07	Penthouse	\$ 984.98
Declaration	12/31/07	Gilchrist	\$ 556.00
	12/31/07	Broward	\$ 545.21
	12/31/07	Caldwell	\$ 490.89
	12/31/07	Duval	\$ 485.30
	12/31/07	Bloxham	\$ 468.12
	12/31/07	Martin	\$ 413.41
	12/31/07	Milton	\$ 305.96
	12/31/07	Jennings	\$ 270.01
	12/31/07	Holland	\$ 254.03
	12/31/07	Fleming	\$ 248.04
	12/31/07	Collins	\$ 270.01
	12/31/07	Reid	\$ 234.06
	12/31/07	Trammel	\$ 193.72
	12/31/07	Warren	\$ 184.13
	12/31/07	Perry	\$ 141.00
	12/31/07	Commercial	\$1,483.86

ARTICLE XVII

TERMINATION

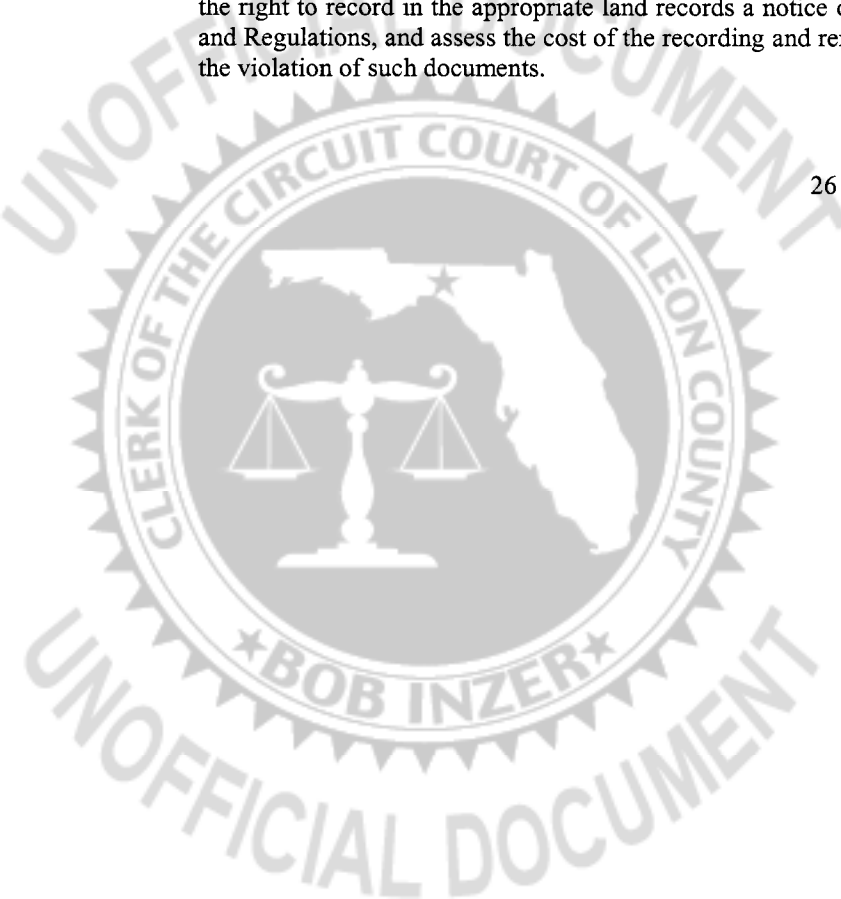
The Condominium Property may be removed from the provisions of Chapter 718, Florida Statutes, only by consent of all of the Owners, evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium Parcels.

ARTICLE XVIII

GENERAL PROVISIONS

Section 1. Enforcement. Every Owner and every occupant of any Unit, and their respective families, guests, invitees, licensees, successors and assigns, shall comply with this Declaration, the Bylaws and the Rules and Regulations of the Association, as they now exist and may be amended from time to time. Except as otherwise provided herein, the Association shall send written notice of any violation to the violating Owner, who shall have ten (10) days from the date of the notice (in the event of an emergency, as determined by the Board of Directors, only reasonable notice is required) to correct and cure the violation and comply with this Declaration, the Bylaws or the Rules and Regulations. Any lack of such compliance shall entitle the Board of Directors to levy fines in accordance with Section 718.303(3), Florida Statutes, not to exceed \$100.00 per violation, against the Owner of the Unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. A fine may not be levied without notice of at least fourteen (14) days to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee does not approve the fine by majority vote, such fine may not be levied. Such notice and hearing provisions do not apply to the imposition of fines upon any Owner for failure by said Owner to pay Maintenance Fees or other charges when due. The provisions of Section 718.303(3) do not apply to unoccupied Units.

Additionally, any lack of such compliance shall authorize the Board of Directors to institute legal action against the Owner and occupant of a Unit to recover damages as a result of such party's action or for injunctive relief, or both, which action shall be maintainable by the Board of Directors on behalf of the Association or, in a proper case, by any aggrieved Owner. Failure by the Board of Directors or any Owner to enforce any of the foregoing shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall have the right to record in the appropriate land records a notice of violation of the Declaration, the Bylaws, or the Rules and Regulations, and assess the cost of the recording and removing of such notice against the Owner responsible for the violation of such documents.



Section 2. Right of Access. In addition to any other remedies provided for herein, the Board or its duly authorized agent shall have the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Section 3. Amendment.

A. Declaration. Unless otherwise set forth herein, this Declaration may be amended at any regular or special meeting of the Owners, called and conveyed in accordance with the Bylaws, and the affirmative vote of voting members casting not less than fifty-one percent (51%) of the total vote of the members of the Association. All amendments shall be recorded and certified as required by the Condominium Act. Subject to the provisions of this Declaration, no amendment shall change the size of any Condominium Parcel, nor a Condominium Unit's proportionate share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record Owner(s) thereof, and all record owners of mortgages or other voluntarily placed liens thereon, shall join in the execution of the amendment and unless all the record Owners of all other Units in the Condominium approve the amendment. No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgages, or change the provisions of this Declaration with respect to Institutional Mortgages or Commercial Unit Owners, without written approval of all Institutional Mortgagees of record or all Commercial Unit Owners, as applicable, nor shall the provisions of Article VIII of this Declaration be changed without the written approval of all Institutional Mortgagees of record. Any such written approval shall not be unreasonably withheld.

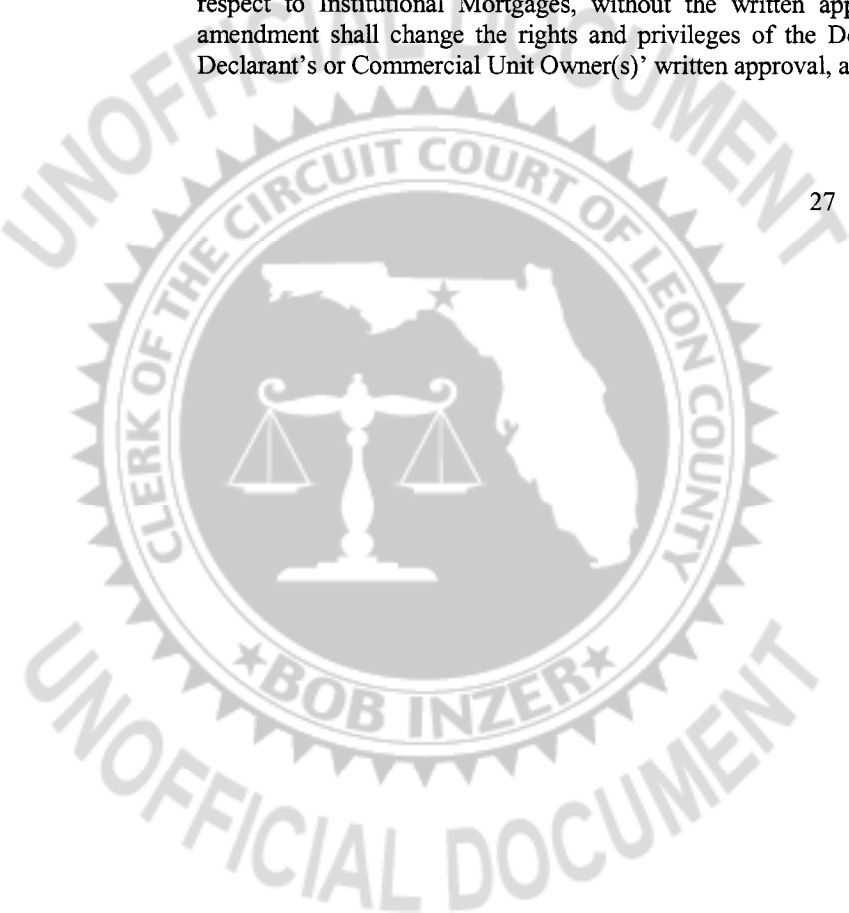
No amendment to this Declaration, or the exhibits thereto, shall change the rights and privileges of the Declarant without the Declarant's written approval.

Notwithstanding the foregoing paragraphs of this Article:

(1) The Declarant reserves the right to change the interior design and arrangement of all Units, as long as the Declarant owns the Units so altered; however, no change shall increase the number of Units nor alter the boundaries of the Common Elements, without amendment of this Declaration in the manner hereinbefore set forth and in accordance with Section 718.110(4), Florida Statutes. If the Declarant shall make any changes in Units as provided in this paragraph, such changes shall be reflected by an amendment of this Declaration, with a survey attached, reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Declarant and any holders of Institutional Mortgages encumbering the said altered Units, and the consent of the Owners, the Association, the owner and holder of any lien encumbering any other Unit, or any others, shall not be required. The survey shall be certified in the manner required by the Condominium Act.

(2) The Declarant, so long as it owns more than ten percent (10%) of the Units in the Condominium, reserves the right at any time to amend the Declaration, as may be required by any lending institution or public body, or in such a manner as the Declarant may determine to be necessary in its sole discretion, provided that such amendment shall not change the rights and privileges of Institutional Mortgagees, increase the proportion of Common Expenses borne by the Owners, nor decrease the ownership of Common Elements, change an Owner's voting rights or change the size of the Common Elements to the prejudice of the Owners. Said amendment need only be executed and acknowledged by the Declarant, and the consent of the Owners, the Association, the owner and holder of any lien encumbering a Unit, or any others, shall not be required.

B. Bylaws. No modification of or amendment to the Bylaws of the Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Unit, or which would change any provision of the Bylaws with respect to Institutional Mortgages, without the written approval of all Institutional Mortgagees of record. No amendment shall change the rights and privileges of the Declarant or the Commercial Unit Owner(s) without the Declarant's or Commercial Unit Owner(s)' written approval, as applicable.



Section 4. Partition. The Common Elements shall remain undivided, and no Owner nor any other person shall bring any action for partition or division of the whole or any part thereof without the written consent of every Owner, the written consent of all holders of Institutional Mortgages encumbering the Condominium Property. No Unit may be subdivided or partitioned.

Section 5. Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid. If the application of any provision of this Declaration shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision or the application of any provision which can be given effect without the invalid provision or application and, to this end, the provisions of this Declaration are declared to be severable.

Section 6. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of George W. Bush, President of the United States.

Section 8. Indemnification. To the fullest extent allowed by applicable Florida law, the Association shall indemnify every person who was or is a party or who is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the name of the Association), by reason of the fact that such person is or was serving as a director, officer or committee member of the Association, against any and all expenses, including attorney's fees, imposed upon or reasonably incurred in connection with any action, suit or proceeding, if such person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification hereunder shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be liable as members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right of indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or coroner officer or director, may be entitled. The Association shall maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such coverage is available at reasonable cost, as determined in the sole discretion of the Board.

Section 9. Contracts Executed During Declarant Control. All contracts or leases executed by or on behalf of the Association prior to control of the Association being obtained by Owners other than Declarant shall be subject to termination in accordance with the Florida Condominium Act.

Section 10. Books and Records. This Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, design guidelines, (and all respective amendments thereto), question and answer sheet, membership register, books of account, and minutes of meetings of the members, of the Board and of committees shall be made available for inspection and copying by any member of the Association or by his duly appointed representative and, by holders, insurers, or guarantors of any Institutional Mortgage, at their expense, at any reasonable time and for a purpose reasonably related to his or her interest as a member or holder, insurer, or guarantor of an Institutional Mortgage at the office of the Association or at such other reasonable place as the Board shall prescribe, within five (5) business days after receipt of a written request for access. The Board may adopt reasonable written rules governing the frequency, time, location, notice and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying.



Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a reasonable number of extra copies of documents at the expense of the Association.

Section 11. Financial Statements. Within ninety (90) days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete, or contract for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year or other date as provided in the Bylaws, the Association shall mail to each Owner at the address last furnished to the Association by the Owner, or hand deliver to each Owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or had delivered to the Owner, without charge, upon receipt of a written request from the Owner.

Section 12. Notice of Purchase. Upon acquisition of a Unit, the acquiring Owner shall notify the Board in writing of the name of the acquiring Owner and such other information as the Board may reasonably require.

Section 13. Estoppel Certificates. The Board or its designee shall furnish, within fifteen (15) days after receiving a written request from an Owner or mortgagee, a certificate signed by an officer or agent of the Association stating all Maintenance Fees and other moneys owed to the Association by the Owner with respect to the Condominium Parcel. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association may require the advance payment of a reasonable processing fee not to exceed Twenty Five and No/100 Dollars (\$25.00) for the issuance of each such statement.

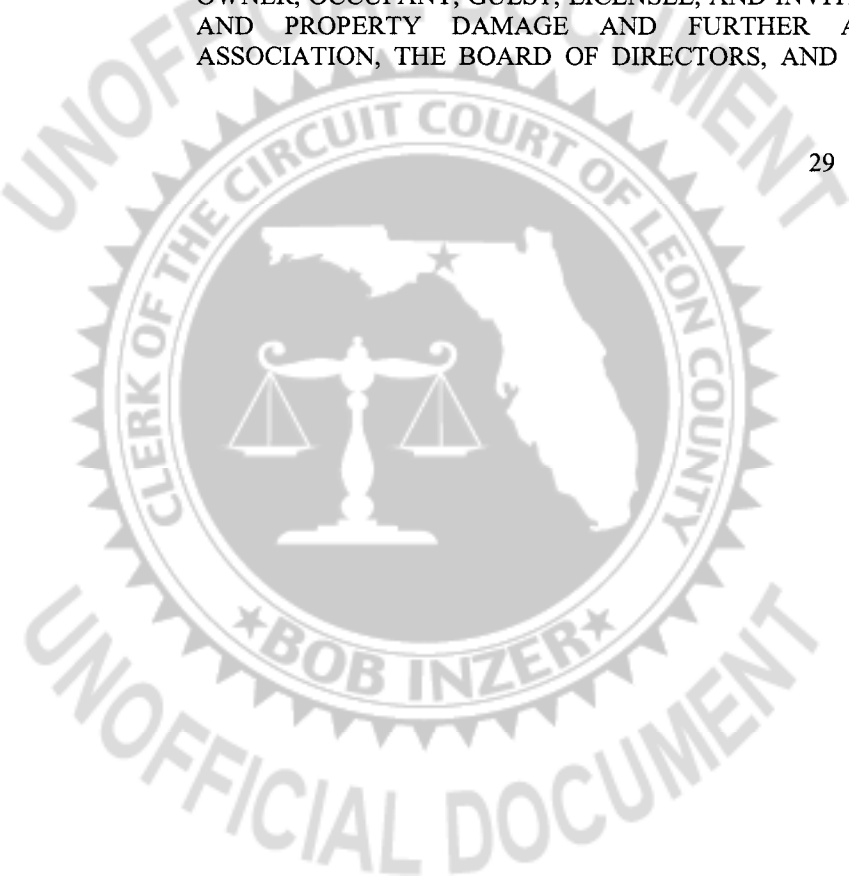
Section 14. Agreements. All agreements and determinations, including settlement agreements regarding litigation involving the Association, lawfully authorized by the Board shall be binding upon all Owners, their heirs, legal representatives, successors, assigns and others having an interest in the Condominium.

Section 15. Implied Rights. The Association may exercise any right or privilege given to it expressly by the Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations and every other right or privilege reasonably to be implied from the existence of any such right or privilege given to it therein or reasonably necessary to effectuate any such right or privilege.

Section 16. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors shall be authorized to grant individual variances from any of the provisions of this Declaration or the Bylaws, except the provisions of Article XI of this Declaration regarding Maintenance Fees and assessments, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Condominium.

Section 17. Conflict. In the event of a conflict between the provisions of this Declaration and the provisions of Florida law, then to the extent that the provisions of Florida law cannot be waived by agreement, Florida law shall control.

Section 18. Security. ALL OWNERS, OCCUPANTS, GUESTS, LICENSEES, AND INVITEES, AS APPLICABLE, ACKNOWLEDGE THAT THE DECLARANT, THE ASSOCIATION AND ITS BOARD OF DIRECTORS, AND THE DRB DO NOT REPRESENT OR WARRANT THAT ANY SAFETY OR SECURITY MEASURES WILL BE IMPLEMENTED IN THE CONDOMINIUM OR, IF IMPLEMENTED, THAT SUCH SAFETY OR SECURITY MEASURES MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT ANY SUCH SAFETY OR SECURITY MEASURES WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THEY ARE DESIGNED. EACH OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS AND DRB ARE NOT INSURERS AND THAT EACH OWNER, OCCUPANT, GUEST, LICENSEE, AND INVITEE ASSUMES ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE AND FURTHER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE BOARD OF DIRECTORS, AND DRB HAVE MADE NO REPRESENTATIONS OR



WARRANTIES, NOR HAS ANY OWNER, OCCUPANT, GUEST, LICENSEE, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SAFETY OR SECURITY MEASURES IMPLEMENTED OR APPROVED.

Section 19. Gender and Grammar. The singular whenever used herein shall be construed to mean and include the plural, when applicable, and vice versa, and the use of the masculine or neuter pronoun shall include the feminine, when applicable, and vice versa.

Section 20. Interpretation. In all cases, the provisions set forth in this Declaration shall be construed together and given that interpretation or construction which, in the opinion of the Board of Directors, will best evidence the intent of the general plan of the Condominium. The provisions hereof are to be liberally interpreted and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.



IN WITNESS WHEREOF, the undersigned has executed this instrument under seal this 31st day of August, 2006.

DECLARANT:

Signed, sealed and delivered
in the presence of:
Dana Baus
Witness

GAMEDAY TALLAHASSEE, LLC,
a Georgia limited liability company
By: [Signature]
Print Name: Gary B. Spillers
Title: president

Dana Baus
Print Name
[Signature]
Witness
Brad Pager
Print Name

STATE OF GEORGIA

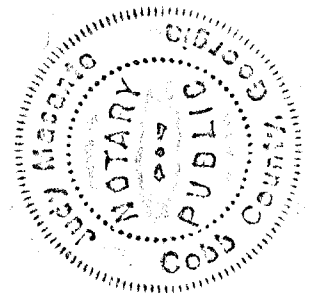
COUNTY OF COBB

I, the undersigned authority, in and for said County, in said State, hereby certify that the foregoing instrument was acknowledged before me on this 31st day of August, 2006, by Gary B. Spillers on behalf of GAMEDAY TALLAHASSEE, LLC, a Georgia limited liability company, who is known to me or who has produced identification satisfactory to me.

WITNESS my hand and official seal in said County and State, this 31st day of August, 2006.

(Impress Seal)

Judy Masante
Notary Public
Printed Name: Judy Masante
My Commission Expires: 12/4/09



FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its President, and its corporate seal affixed, this 6th day of Sept., 2006.

Signed, sealed and delivered in the presence of:

TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

[Signature]
Witness

By: [Signature]
Print Name: Gary B. Spillers
Title: President

William B. Shreder
Print Name

Attest: [Signature]
Print Name: Brad Payer
Title: Vice President

[Signature]
Witness

Janie Temples
Print Name

STATE OF GEORGIA

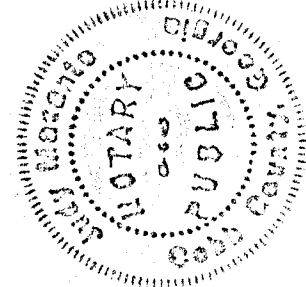
COUNTY OF COBB

I, the undersigned authority, in and for said County, in said State, hereby certify that the foregoing instrument was acknowledged before me on this 6th day of September, 2006, by Gary B. Spillers, the President of TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is known to me or who has produced identification satisfactory to me.

WITNESS my hand and official seal in said County and State, this 6th day of Sept., 2006.

(Impress Seal)

[Signature]
Notary Public
Printed Name: Judy Masante
My Commission Expires: 12/4/09



JOINDER OF MORTGAGEE IN DECLARATION OF CONDOMINIUM

Regions Bank, an Alabama banking corporation (referred to below as the "Mortgagee"), the owner and holder of that certain Mortgage and Security Agreement dated January 18, 2005 and recorded on January 21, 2005 in the Official Records Book 3225, Page 2214 of Leon County, Florida, encumbering the property described in the Declaration of Condominium for Tallahassee Center, A Condominium, hereby consents to and joins in this Declaration of Condominium.

The Mortgagee is executing this instrument for the purpose of complying with and pursuant to Section 718.104(6), Florida Statutes.

Executed this 1st day of September, 2006.

REGIONS BANK, an Alabama banking corporation

W.E. Busbee
Witness

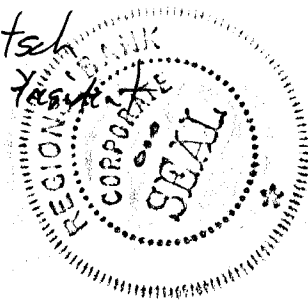
W.E. Busbee
(Please Print Name)

[Signature]
Witness

John R. Tucker
(Please Print Name)

STATE OF Georgia
COUNTY OF DeKalb

By: [Signature]
Thomas H. Butsch
Executive Vice President



The foregoing instrument was acknowledged before me this 1st day of September, 2006, by Tom Butsch, as Executive Vice Pres., on behalf of REGIONS BANK, an Alabama banking corporation, for and on behalf of such bank.

Cherissa Williams
Notary Public, State of Georgia

[AFFIX NOTARY SEAL]

Cherissa Williams
(Print, type, or stamp name of Notary Public)

Notary Public, DeKalb County, Georgia
My Commission Expires August 1, 2009

Personally known OR produced identification _____
Type identification produced: _____



EXHIBIT "A"

Legal Description of Condominium



EXHIBIT "A"

Lot 5, Kleman Plaza, according to the map or plat thereof, as recorded in Plat Book 13, Page(s) 29, of the Public Records of Leon County, Florida.

TOGETHER WITH:

Commence at the Northwest Corner of Kleman Plaza Subdivision, a subdivision recorded in the Plat Book 13, Page(s) 29, of the Public Records of Leon County, Florida, lying at the intersection of the southerly right of way boundary of College Avenue with the easterly right-of-way boundary of Bronough Street; thence, along said easterly right-of-way boundary, South 00 degrees 03 minutes 00 seconds East 8.71 feet; thence, leaving said easterly right of way, North 89 degrees 57 minutes 00 seconds East 6.13 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence North 89 degrees 54 minutes 12 seconds East 2.27 feet to the northwest corner of Lot 5, of said Kleman Plaza Subdivision; thence, along the westerly boundary of said Lot 5, South 00 degrees 03 minutes 00 seconds East 125.00 feet to the southwest corner of said Lot 5, thence, South 89 degrees 54 minutes 30 seconds West 2.29 feet; thence North 00 degrees 02 minutes 30 seconds West 125.01 feet to the POINT OF BEGINNING.

TOGETHER WITH:

Commencing at the Northwest corner of Kleman Plaza Subdivision, a subdivision recorded in Plat Book 13, Page 29, of the Public Records of Leon County, Florida, lying at the intersection of the southerly right of way boundary of College Avenue with the easterly right of way boundary of Bronough Street; thence run South 00 degrees 13 minutes 53 seconds East along the easterly right of way of Bronough Street 8.71 feet to a point; thence leaving said easterly right of way boundary run North 89 degrees 43 minutes 19 seconds East 6.13 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 13 minutes 20 seconds West 1.50 feet to a point; thence run North 89 degrees 43 minutes 19 seconds East 126.18 feet to a point; thence run South 00 degrees 16 minutes 21 seconds East 1.50 feet to a point on the northerly boundary of said Lot 5; thence run South 89 degrees 43 minutes 19 seconds West along said northerly boundary 126.18 feet to the POINT OF BEGINNING.

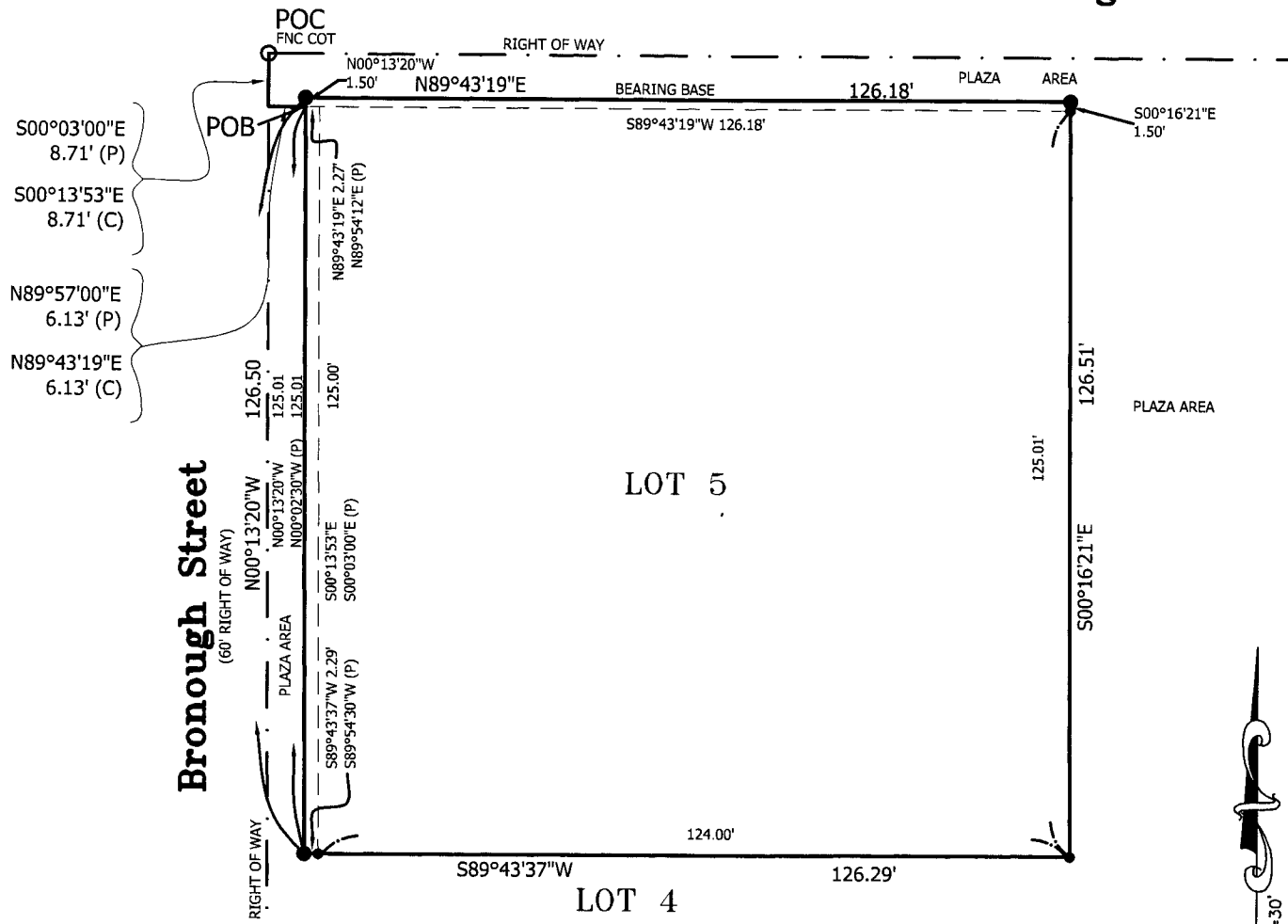


EXHIBIT "B"

Survey Exhibit



College Avenue



LEGAL DESCRIPTION

OFFICIAL RECORDS BOOK 3225 PAGE 2196

Lot 5, Kleman Plaza, according to the map or plat thereof, as recorded in Plat Book 13. Page(s) 29. of the Public Records of Leon County, Florida.

TOGETHER WITH

Commence at the Northwest Corner of Kleman Plaza Subdivision a Subdivision recorded in Plat Book 13, Page(s) 29, of the Public Records of Leon County Florida, lying at the intersection of the southerly right of way boundary of College Avenue with the easterly right-of Way boundary of Bronough Street; thence, along said easterly right-of-way boundary South 00 degrees 03 minutes 00 seconds East 8.71 feet, thence, leaving said easterly right of way, North 89 degree 57 minutes 00 seconds East 6.13 feet to the POINT OF BEGINNING From said POINT OF BEGINNING thence North 89 degrees 54 minutes 12 seconds East 2.27 feet to the northwest corner of Lot 5 of said Kleman Plaza Subdivision thence, along the westerly boundary of said Lot 5, South 00 degrees 03 minutes 00 second East 125.00 feet to the southwest corner of said Lot 5, thence, South 89 degrees 43 minutes 30 seconds West 2.29 feet; thence North 00 degrees 02 minutes 30 seconds West 125.01 feet to the POINT OF BEGINNING; containing 285 square feet (0.007 of an acre), more or less.

AND ALSO

Commencing at the Northwest corner of Kleman Plaza Subdivision, a subdivision recorded in Plat Book 13, Page 29, of the Public Records of Leon County, Florida, lying at the intersection of the southerly right of way boundary of College Avenue with the easterly right of way boundary of Bronough Street; thence run South 00 degrees 13 minutes 53 seconds East along the easterly right of way of Bronough Street 8.71 feet to a point; thence leaving said easterly right of way boundary run North 89 degrees 43 minutes 19 seconds East 6.13 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 00 degrees 13 minutes 20 seconds West 1.50 feet to a point; thence run North 89 degrees 43 minutes 19 seconds East 126.18 feet to a point; thence run South 00 degrees 16 minutes 21 seconds East 1.50 feet to a point on the northerly boundary of said Lot 5; thence run South 89 degrees 43 minutes 19 seconds West along said northerly boundary 126.18 feet to the POINT OF BEGINNING, containing 189.27 square feet or 0.004 acres, more or less.

NOTE: BEARINGS ARE BASED ON A SURVEY OF LOT 5 OF KLEMAN PLAZA SUBDIVISION BY ALLEN NOBLES & ASSOCIATES, INC. DATED 2/17/2005

LEGEND:
 (C) = CALCULATED MEASUREMENT
 (P) = PLAT MEASUREMENT
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT



SURVEYOR'S CERTIFICATE:

I hereby certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers, in Chapter 61G-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that construction is substantially complete.

Paul N. Williamson
 Paul N. Williamson
 Professional Surveyor and Mapper
 Certificate Number 3208

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

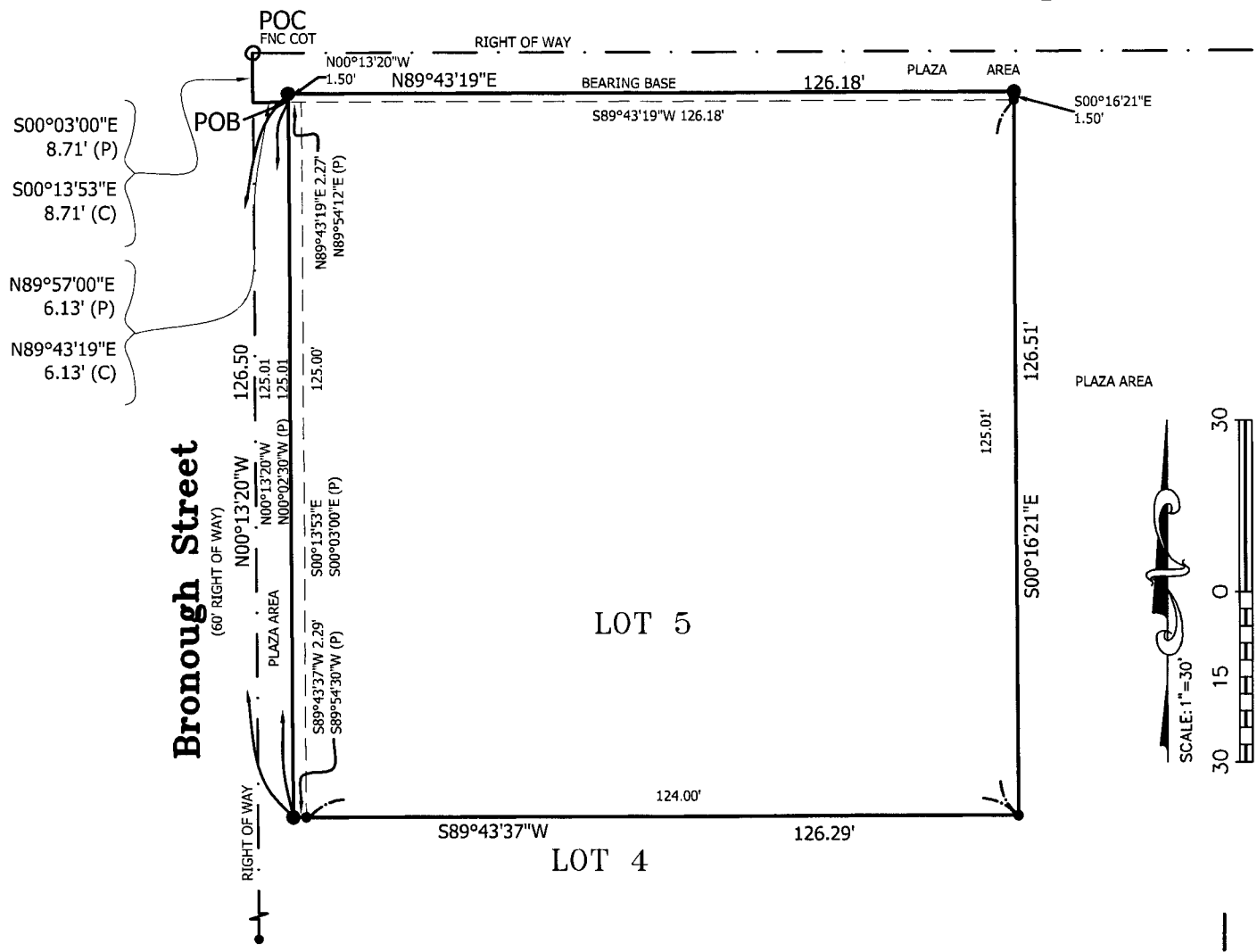
Allen Nobles & Associates, Inc.
 TALLAHASSEE • CHIPLEY • NICEVILLE • PENSACOLA • VALDOSTA • LANARK
 PROFESSIONAL LAND SURVEYING, MAPPING, AND CIVIL ENGINEERING LB#3293 EB#7990
 2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
 PHONE: 850-385-1179 FAX: 850-385-1404

BOUNDARY SURVEY
 TALLAHASSEE CENTER, A CONDOMINIUM
 LOT 5 KLEMAN PLAZA SUBDIVISION
 PLAT BOOK 13, PAGE 29
 LEON COUNTY, FLORIDA

CLIENT:
GAMEDAY TALLAHASSEE, L.L.C.

SCALE: 1"=30'	PROJECT NO.: 4559.003.1	SHEET 1
DATE: 3/10/2005	FIELDBOOK:	
DRAWN BY: DAV/AEP		OF
CAD NO.: 4559-003.1Rev1.dwg		2
REVISED: 7/27/2006 BY: DAV MISC CORRECTIONS		

College Avenue



ATTORNEYS' TITLE INSURANCE FUND, INC.
 TITLE COMMITMENT No.: CF-1221972
 SCHEDULE "B", PART 2, EXCEPTIONS

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE HEREOF BUT PRIOR TO THE DATE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT. NOT PLOTTED ON SURVEY.
2. ANY OWNER AND MORTGAGE POLICIES ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE "B" THE STANDARD EXCEPTIONS SET FORTH AT THE INSIDE COVER HEREOF UNLESS AN AFFIDAVIT OF POSSESSION AND A SATISFACTORY CURRENT SURVEY ARE SUBMITTED, AN INSPECTION OF THE PREMISES IS MADE IT IS DETERMINED THE CURRENT YEAR'S TAXES OR SPECIAL ASSESSMENTS HAVE BEEN PAID, AND IT IS DETERMINED THERE IS NOTHING OF RECORD WHICH WOULD GIVE RISE TO CONSTRUCTION LIENS WHICH COULD TAKE PRIORITY OVER THE INTEREST(S) INSURED HEREUNDER. (WHERE THE LIENS WOULD OTHERWISE TAKE PRIORITY, SUBMISSION OF WAIVERS IS NECESSARY). NOT PLOTTED ON SURVEY.
3. ANY OWNER POLICY ISSUED PURSUANT HERETO WILL CONTAIN UNDER SCHEDULE "B" THE FOLLOWING EXCEPTION: ANY ADVERSE OWNERSHIP CLAIM BY THE STATE OF FLORIDA BY RIGHT OF SOVEREIGNTY TO ANY PORTION OF THE LANDS INSURED HEREUNDER, INCLUDING SUBMERGED, FILLED OR ARTIFICIALLY EXPOSED LANDS AND LANDS ACCRETED TO SUCH LANDS. NOT PLOTTED ON SURVEY.
4. THE LIEN OF ALL TAXES FOR THE YEAR 2003 AND THEREAFTER, WHICH ARE NOT YET DUE AND PAYABLE. NOTE: CURRENT OWNER (CITY OF TALLAHASSEE IS EXEMPT FROM TAXES.) NOT PLOTTED ON SURVEY.
5. EASEMENT IN FAVOR OF BLUEBELL IMPROVEMENT CO., CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 25, 1956, IN DEED BOOK 207, PAGE 212, PUBLIC RECORDS OF LEON COUNTY FLORIDA. NOT PLOTTED ON SURVEY.
6. EASEMENT IN FAVOR OF J.C. PHILLIPS, ETUX, CONTAINED IN INSTRUMENT RECORDED AUGUST 10, 1960, IN DEED BOOK 260, PAGE 69, PUBLIC RECORDS OF LEON COUNTY FLORIDA. NOT PLOTTED ON SURVEY.
7. AGREEMENT BETWEEN CITY OF TALLAHASSEE AND STATE OF FLORIDA DCA AS RECORDED IN O.R.B. 1656, PAGE 1201; O.R.B. 1756, PAGE 1429 AND O.R.B. 1789, PAGE 151, PUBLIC RECORDS OF LEON COUNTY FLORIDA. NOT PLOTTED ON SURVEY.
8. EASEMENT IN FAVOR OF FLORIDA LEAGUE OF CITIES, INC., CONTAINED IN INSTRUMENT RECORDED APRIL 10, 1996, IN O.R.B 1895, PAGE 695, PUBLIC RECORDS OF LEON COUNTY FLORIDA. NOT PLOTTED ON SURVEY.
9. EASEMENT IN FAVOR OF FLORIDA LEAGUE OF CITIES, INC., CONTAINED IN INSTRUMENT RECORDED APRIL 10, 1996, IN O.R.B 1895, PAGE 708, PUBLIC RECORDS OF LEON COUNTY FLORIDA. NOT PLOTTED ON SURVEY.
10. MEMORANDUM FOR CAPITAL COMMONS RECORDED IN O.R.B. 1895, PAGE 741, PUBLIC RECORDS OF LEON COUNTY FLORIDA. NOT PLOTTED ON SURVEY.
11. SUBJECT TO TERMS OF UNRECORDED LEASE NOTED IN O.R.B. 1895, PAGE 682, PUBLIC RECORDS OF LEON COUNTY FLORIDA. NOT PLOTTED ON SURVEY.
12. FEDERAL LIENS, IF ANY, FILED WITH THE OFFICE OF THE SECRETARY OF STATE, PURSUANT TO SEC. 713.901, ET SEQ., F.S., WHICH BECAME EFFECTIVE JANUARY 1, 1993, AND WHICH DESIGNATED THAT OFFICE AS THE PLACE FOR FILING FEDERAL LIENS AGAINST PURPOSES, PERSONAL PROPERTY INCLUDES, BUT IS NOT LIMITED TO, MORTGAGES, LEASEHOLDS, MORTGAGES OF LEASEHOLDS, INTERESTS IN COOPERATIVE ASSOCIATIONS, VENDEES' INTERESTS AND OPTIONS. NOT PLOTTED ON SURVEY.
13. ANY LIEN PROVIDED BY COUNTY ORDINANCE OR BY CH. 159, F.S., IN FAVOR OF ANY CITY, TOWN, VILLAGE OR PORT AUTHORITY, FOR UNPAID SERVICE CHARGES BY ANY WATER SYSTEMS, SEWER SYSTEMS OR GAS SYSTEMS SERVING THE LAND DESCRIBED HEREIN; AND ANY LIEN FOR WASTE FEES IN FAVOR OF ANY COUNTY OR MUNICIPALITY. NOT PLOTTED ON SURVEY.
14. AFFIDAVIT OF SURVEYOR AS TO SCRIVENER ERROR ON PLAT BOOK 13, PAGE 29 RECORDED IN O.R.B. 2655, PAGE 2300, PUBLIC RECORDS OF LEON COUNTY, FLORIDA. NOT PLOTTED ON SURVEY.

NOTE: BEARINGS ARE BASED ON A SURVEY OF LOT 5 OF KLEMAN PLAZA SUBDIVISION BY ALLEN NOBLES & ASSOCIATES, INC. DATED 2/17/2005

LEGEND:
 (C) = CALCULATED MEASUREMENT
 (P) = PLAT MEASUREMENT
 POB = POINT OF BEGINNING
 POC = POINT OF COMMENCEMENT

SURVEYOR'S CERTIFICATE:

I hereby certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that construction is substantially complete.

Paul M. Williamson
 Paul M. Williamson
 Professional Surveyor and Mapper
 Certificate Number 3208

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

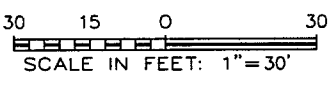
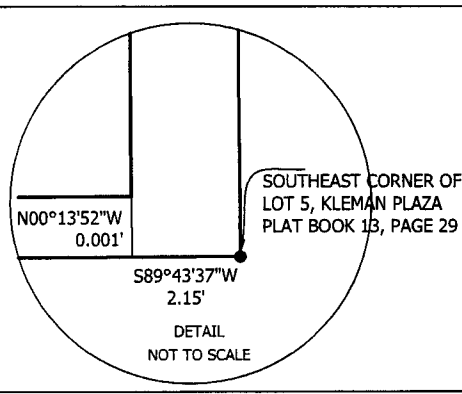
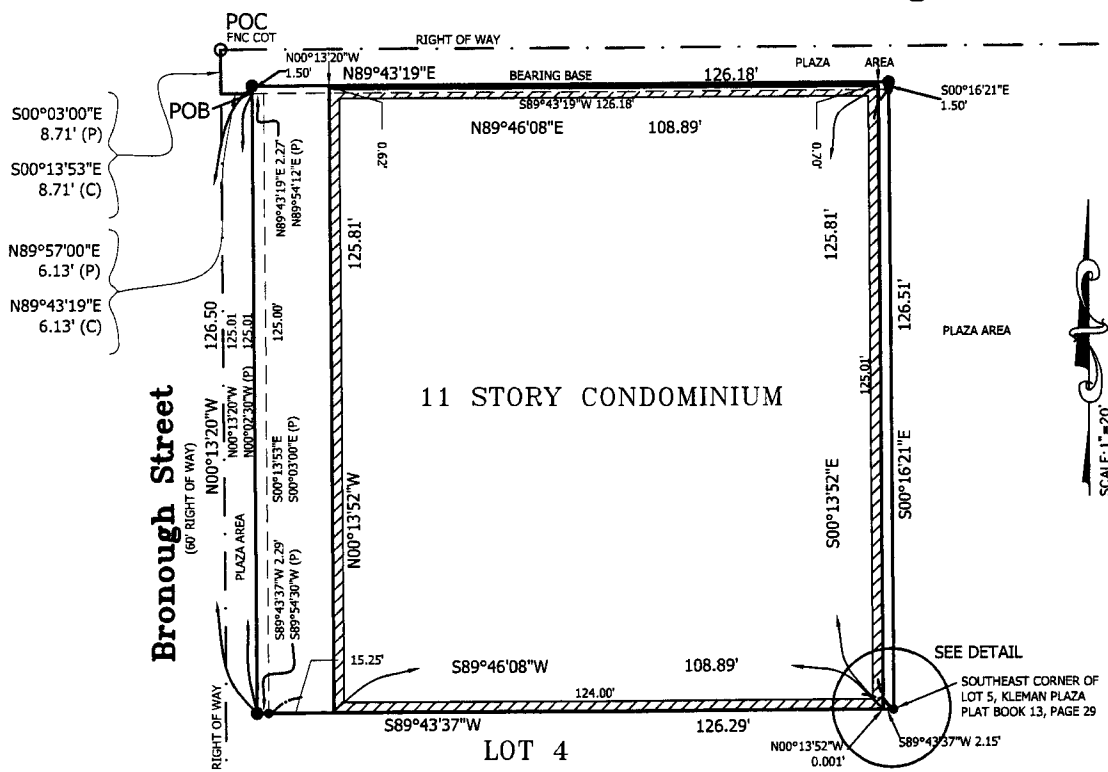
Allen Nobles & Associates, Inc.
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 2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
 PHONE: 850-385-1179 FAX: 850-385-1404

BOUNDARY SURVEY
 TALLAHASSEE CENTER, A CONDOMINIUM
 LOT 5 KLEMAN PLAZA SUBDIVISION
 PLAT BOOK 13, PAGE 29
 LEON COUNTY, FLORIDA

CLIENT:
GAMEDAY TALLAHASSEE, L.L.C.

SCALE: 1"=30'	PROJECT NO.: 4559.003.1	SHEET 2
DATE: 3/10/2005	FIELDBOOK:	
DRAWN BY: DAV/AEP		OF
CAD NO.: 4559-003.1Rev1.dwg		2
REVISED: 7/27/2006 BY: DAV MISC CORRECTIONS		

College Avenue



NOTE: BEARINGS ARE BASED ON A SURVEY OF LOT 5 OF KLEMAN PLAZA SUBDIVISION BY ALLEN NOBLES & ASSOCIATES, INC. DATED 2/17/2005

- LEGEND:
- (C) = CALCULATED MEASUREMENT
 - (P) = PLAT MEASUREMENT
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT

I hereby certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Surveyors and Mappers in Chapter 61G-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that construction is substantially complete.

Paul N. Williamson
 Paul N. Williamson
 Professional Surveyor and Mapper
 Certificate Number 3208

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 2844 PABLO AVENUE, TALLAHASSEE, FLORIDA, 32308
 PHONE: 850-385-1179 FAX: 850-385-1404

BOUNDARY SURVEY OF BUILDING TALLAHASSEE CENTER, A CONDOMINIUM LOT 5 KLEMAN PLAZA SUBDIVISION PLAT BOOK 13, PAGE 29 LEON COUNTY, FLORIDA

CLIENT: GAMEDAY TALLAHASSEE, L.L.C.

SCALE: 1"=30'	PROJECT NO.: 4559.003.1	SHEET 1
DATE: 3/10/2005	FIELDBOOK:	
DRAWN BY: DAV/AEP		OF 1
CAD NO.: 4559-003.1Rev1.dwg		
REVISED: 7/27/2006 BY: DAV	MISC CORRECTIONS	



NOTES _____

TALLAHASSEE CENTER Condominium Documents

Tallahassee

Florida



7540
PROJECT CODE

31 JANUARY 2005
DATE

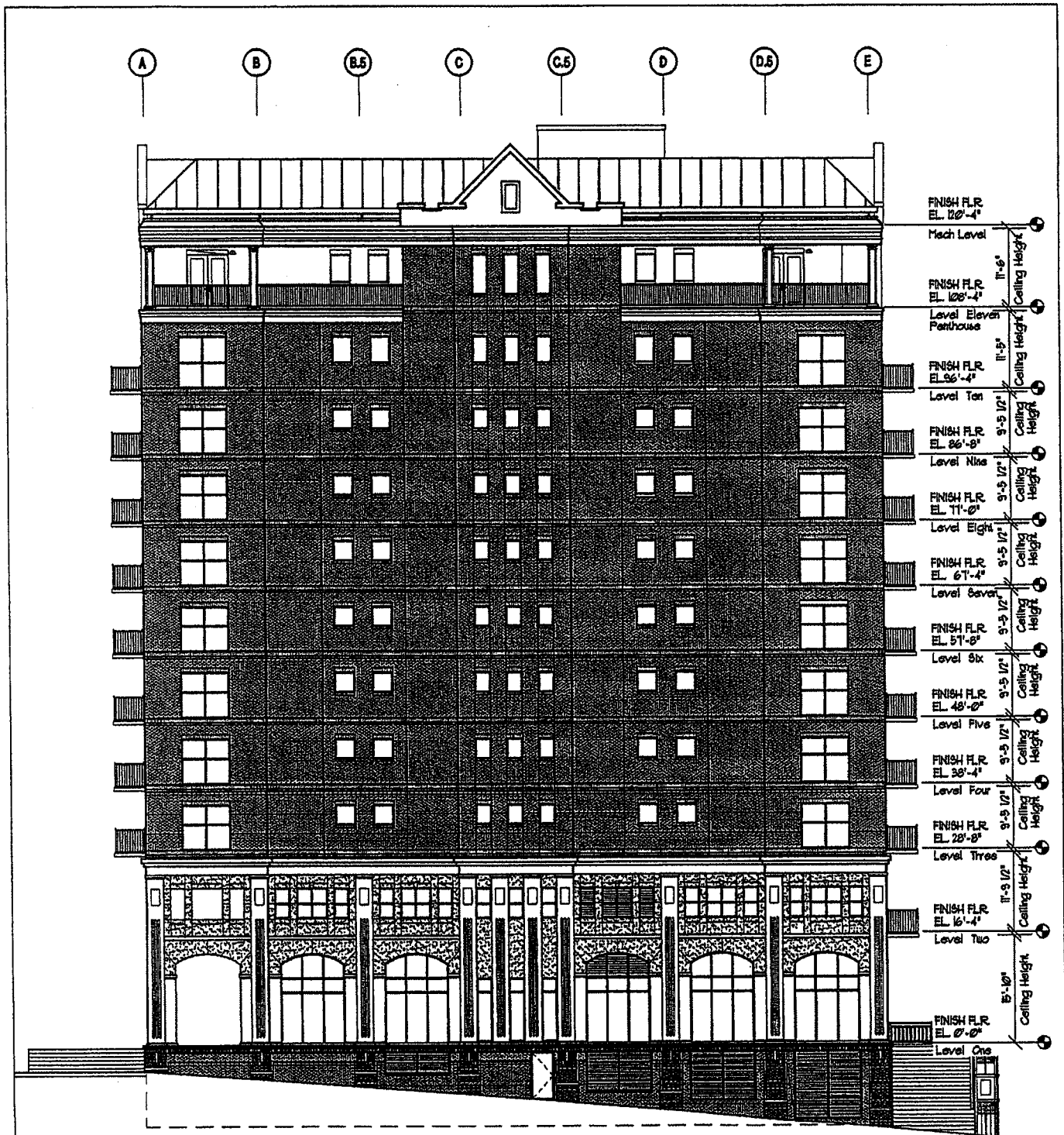
REVISED	
△	△
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△	△

**Tallahassee Center
a Condominium**

Tallahassee Florida

225 SOUTH ADAMS ST., TALLAHASSEE, FLORIDA 32301
PHONE 850 224-6301 FAX 850 561-6978





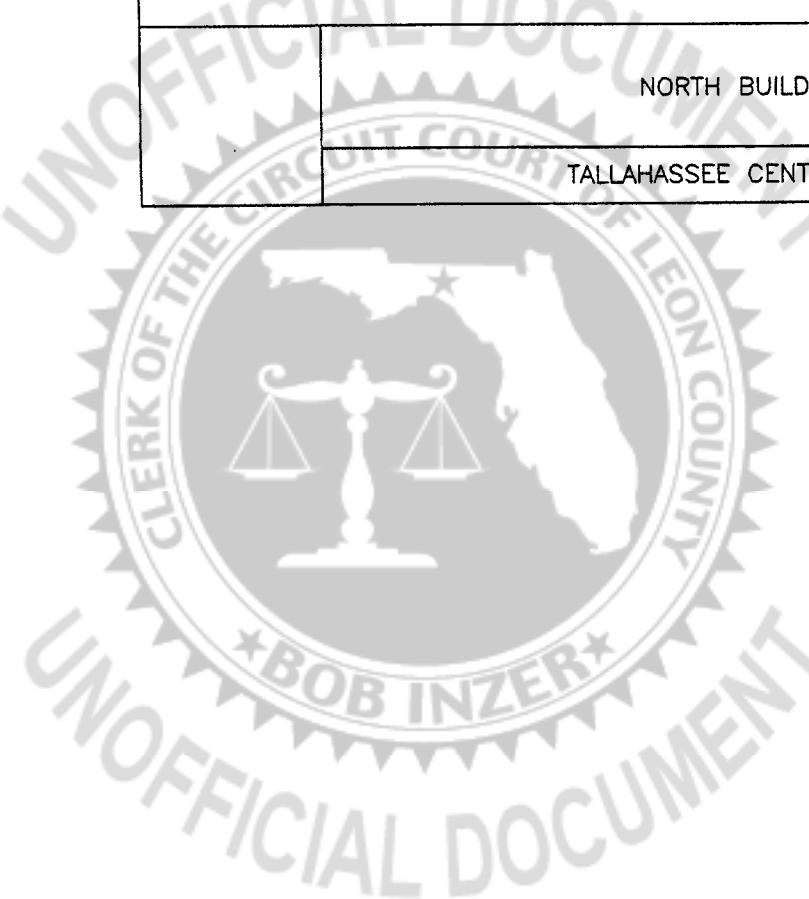
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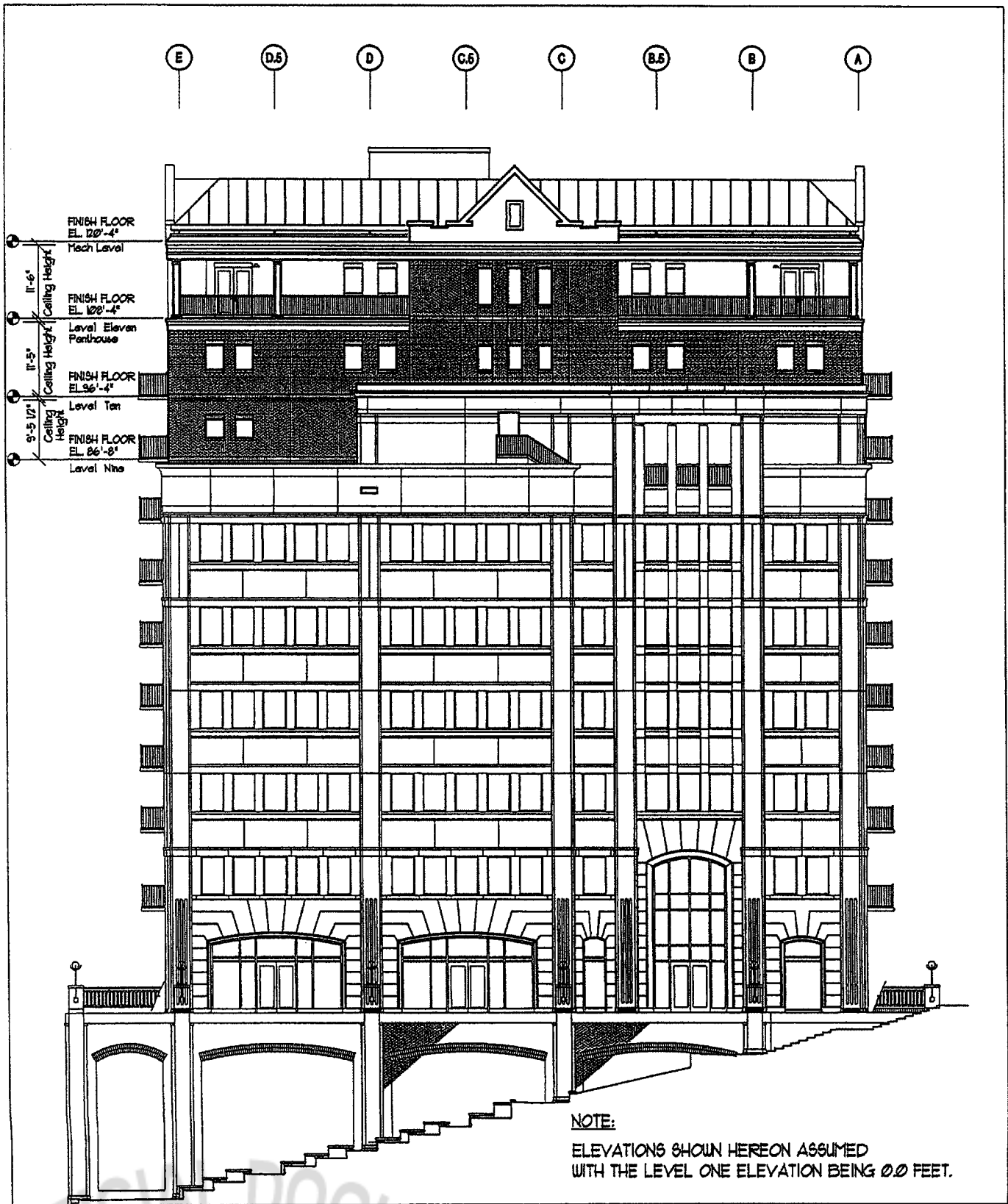
ELEVATIONS SHOWN HEREON ASSUMED WITH THE LEVEL ONE ELEVATION BEING 00 FEET.

NORTH BUILDING ELEVATION

TALLAHASSEE CENTER, A CONDOMINIUM

**BARNETT
FRONCZAK
ARCHITECTS**



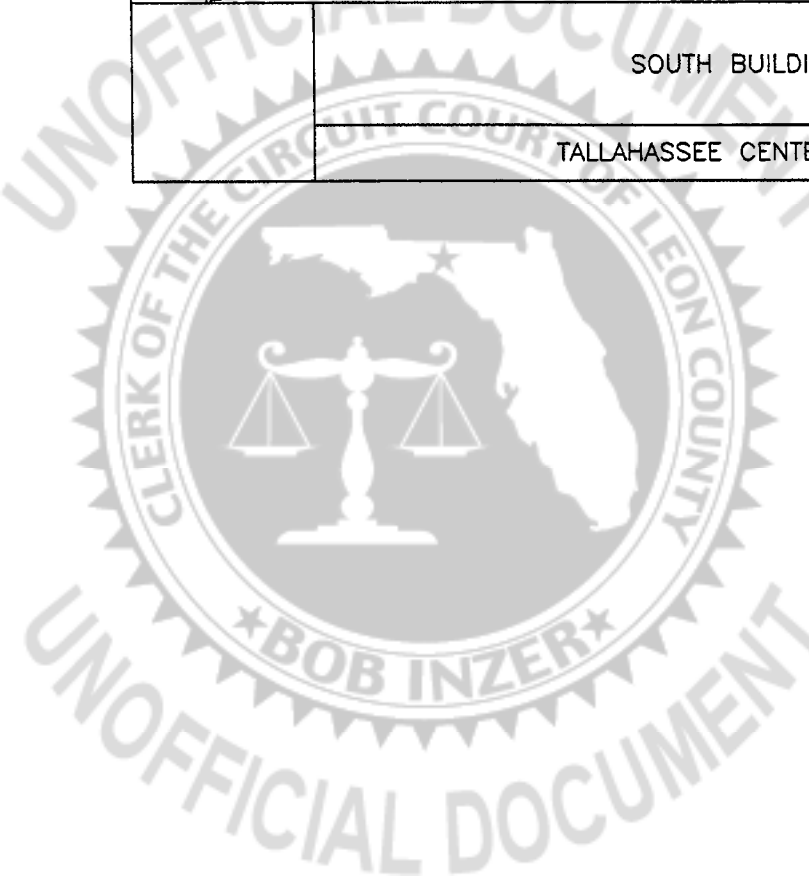


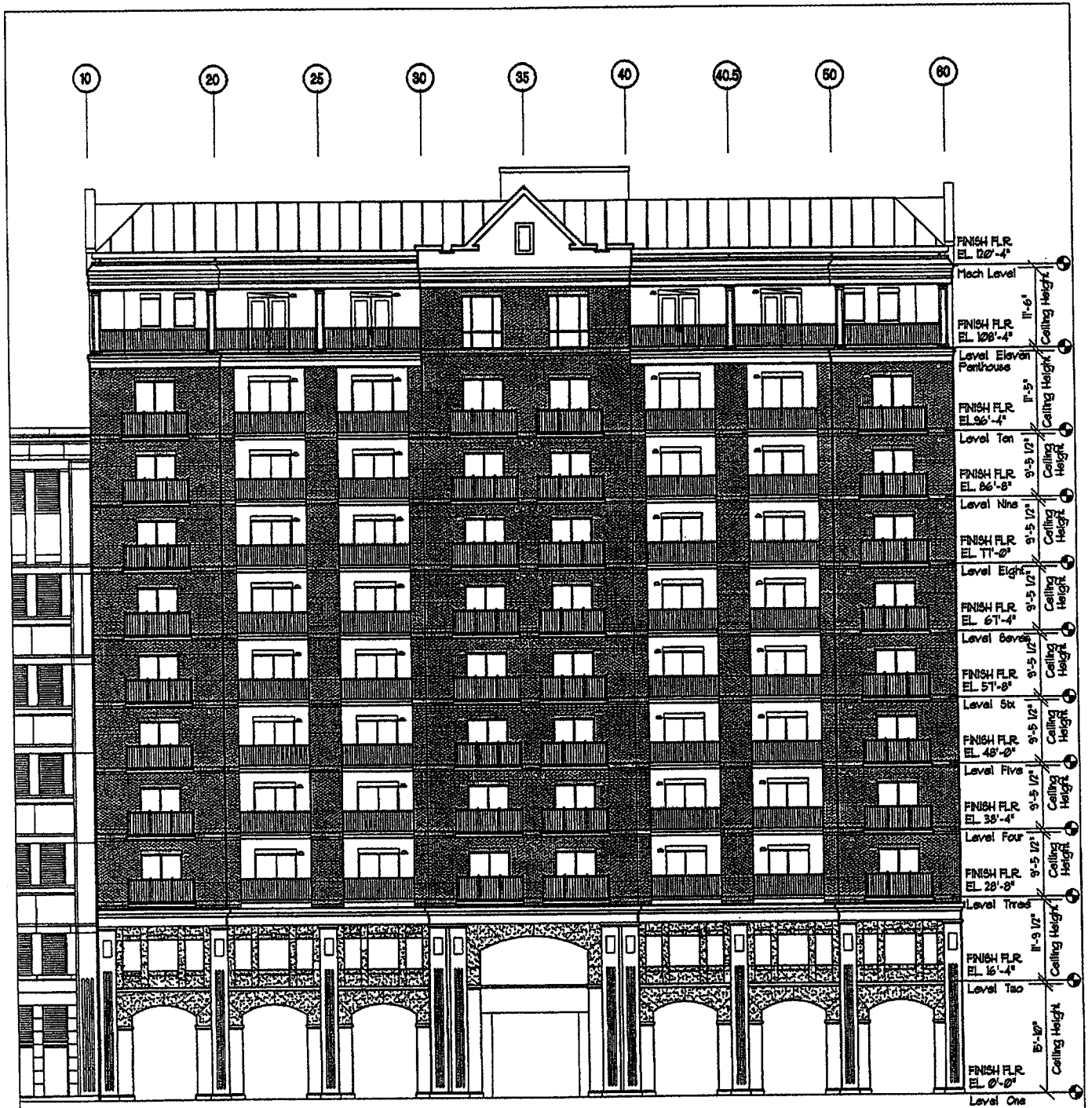
NOTE:
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 WITH THE LEVEL ONE ELEVATION BEING 00 FEET.

SOUTH BUILDING ELEVATION

TALLAHASSEE CENTER, A CONDOMINIUM

**BARNETT
 FRONCZAK
 ARCHITECTS**





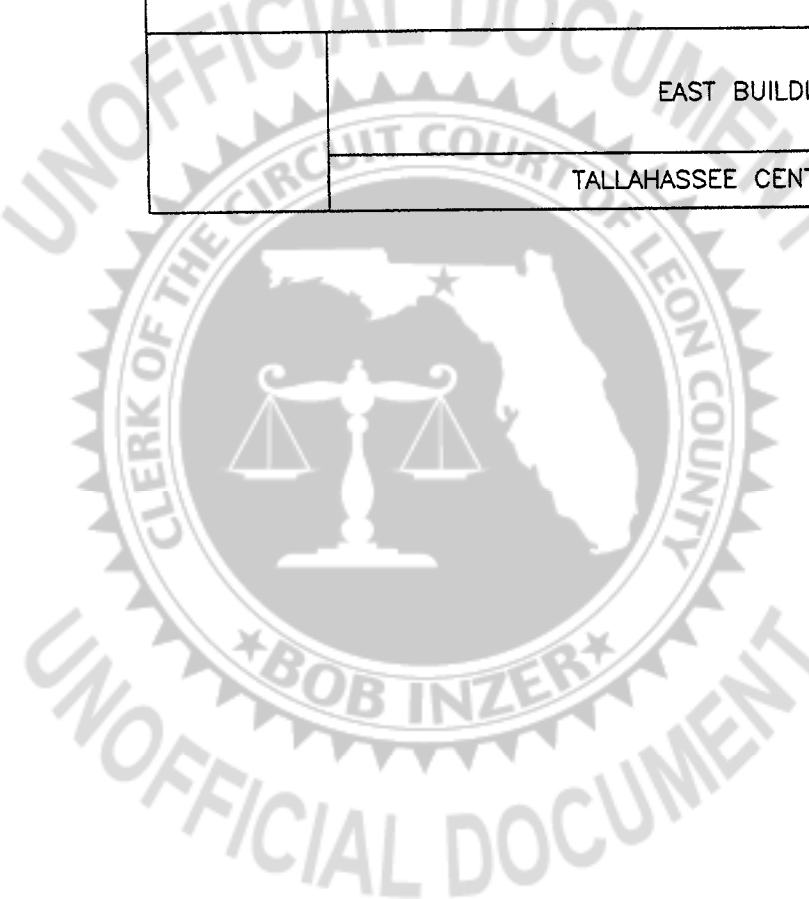
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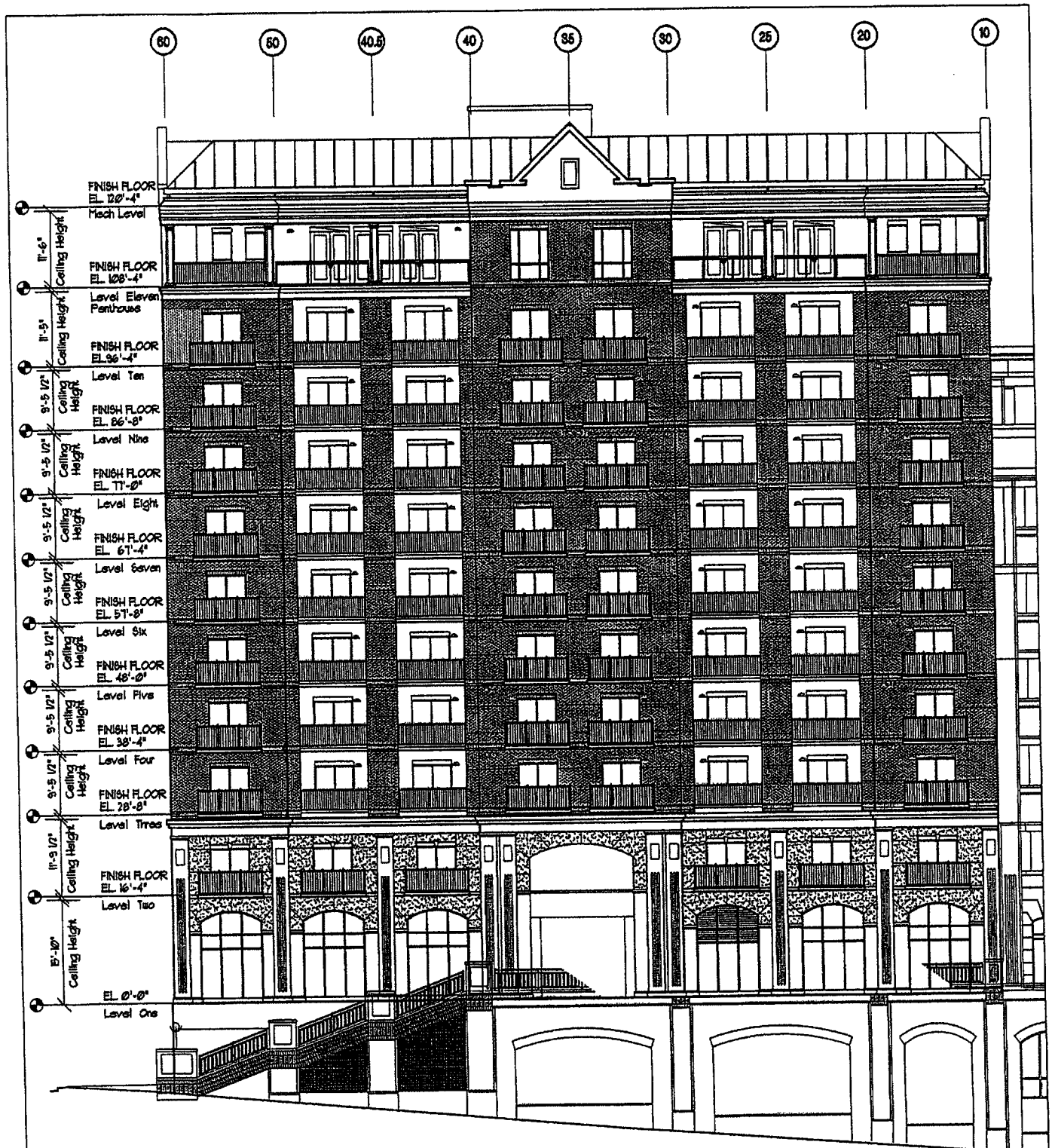
ELEVATIONS SHOWN HEREON ASSUMED WITH THE LEVEL ONE ELEVATION BEING 00 FEET.

EAST BUILDING ELEVATION

TALLAHASSEE CENTER, A CONDOMINIUM

**BARNETT
FRONCZAK
ARCHITECTS**

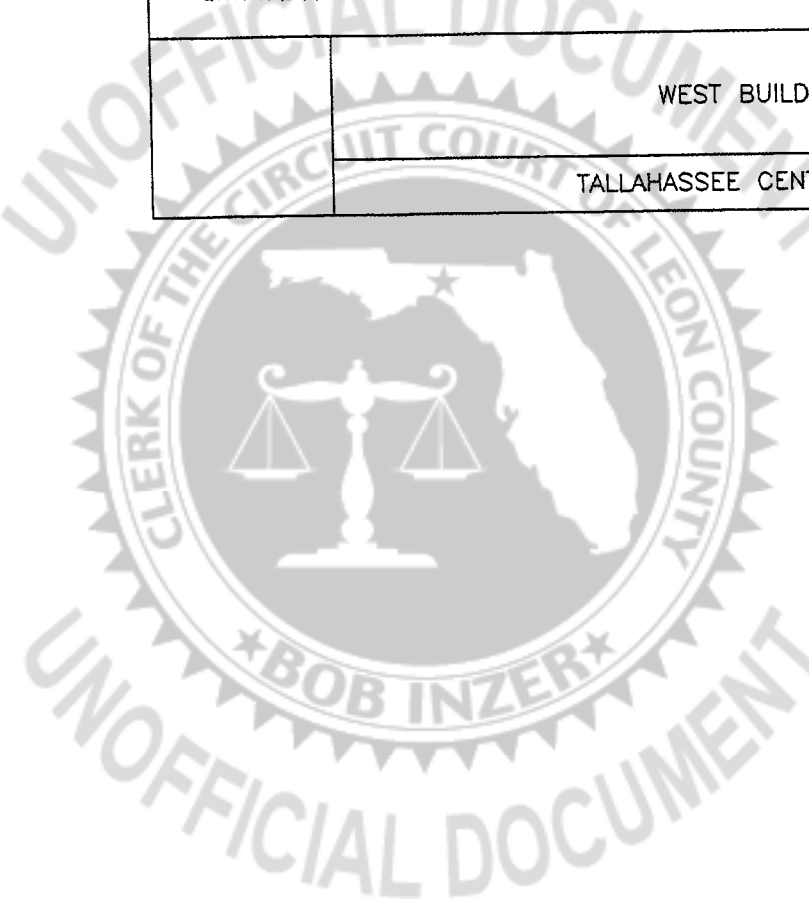


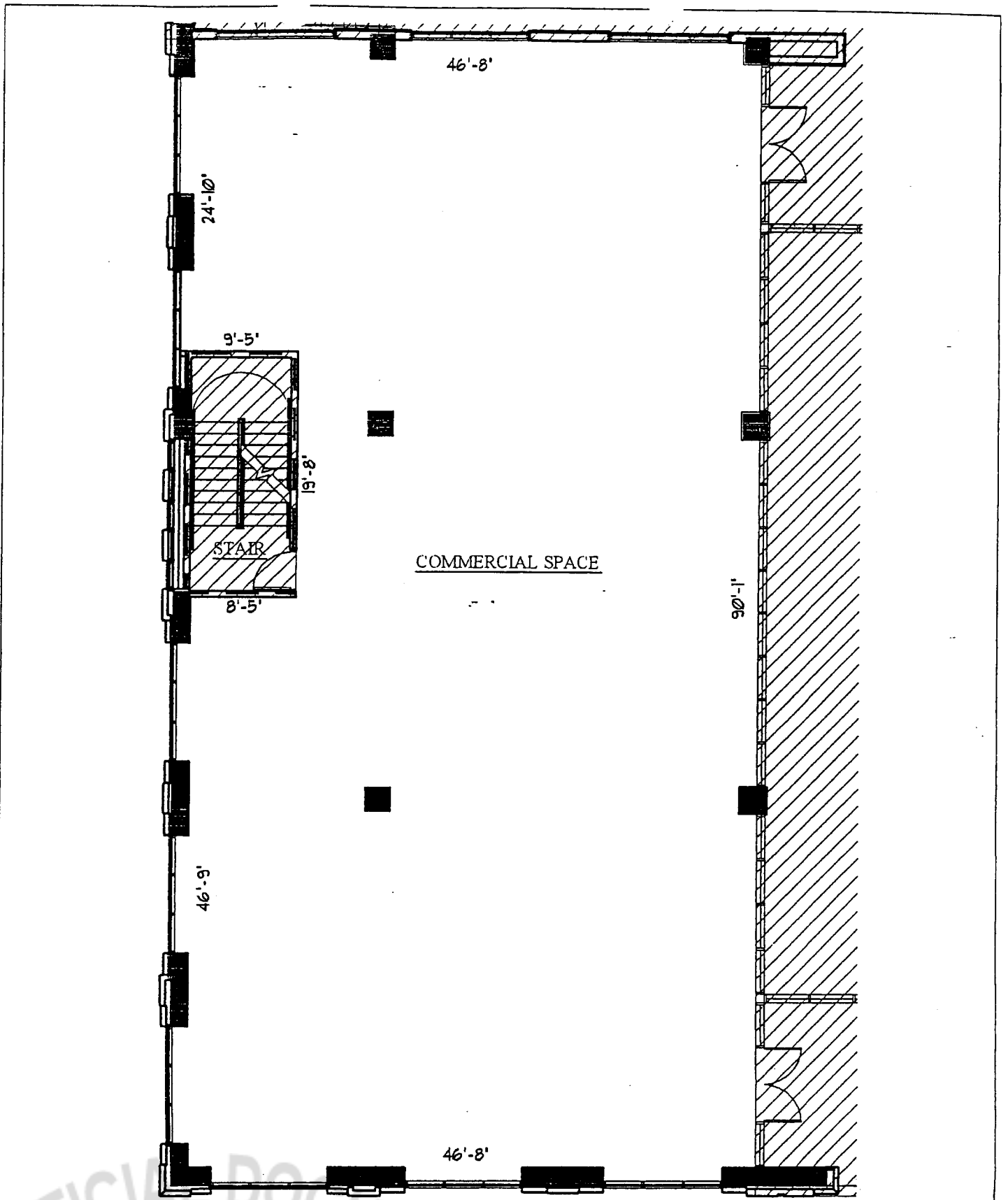


NOTE:
 ELEVATIONS SHOWN HEREON ASSUMED
 WITH THE LEVEL ONE ELEVATION BEING 00 FEET.


WEST BUILDING ELEVATION
 TALLAHASSEE CENTER, A CONDOMINIUM

**BARNETT
 FRONCZAK
 ARCHITECTS**





COMMERCIAL
III
SPACE 101

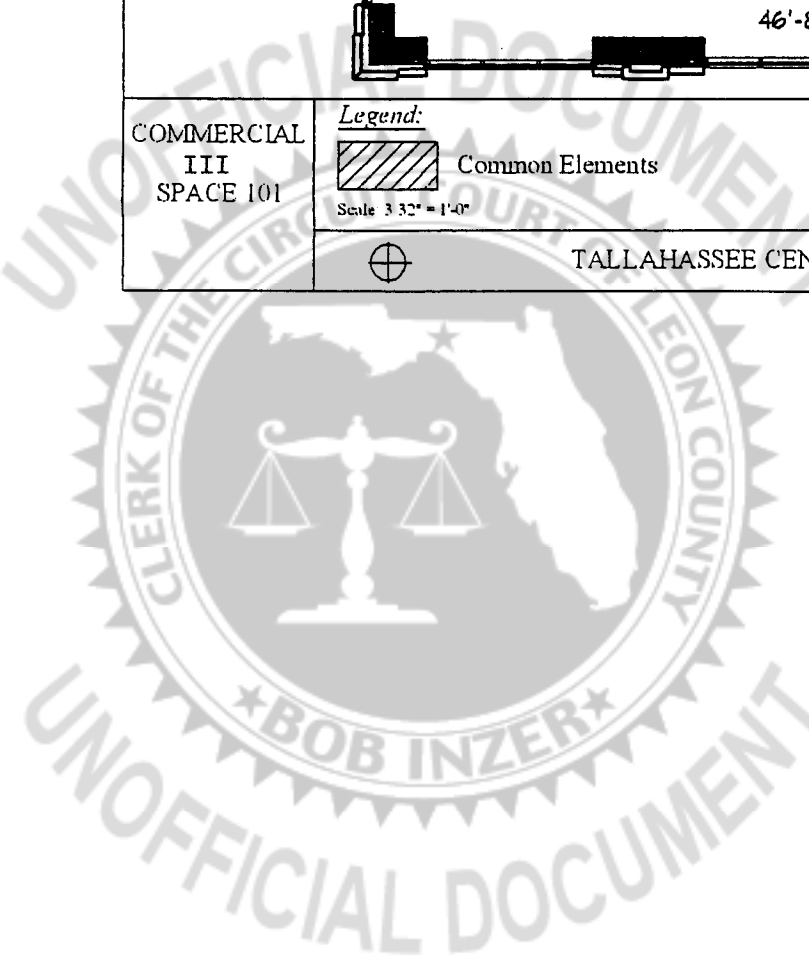
Legend:
 Common Elements
 Scale 3/32" = 1'-0"

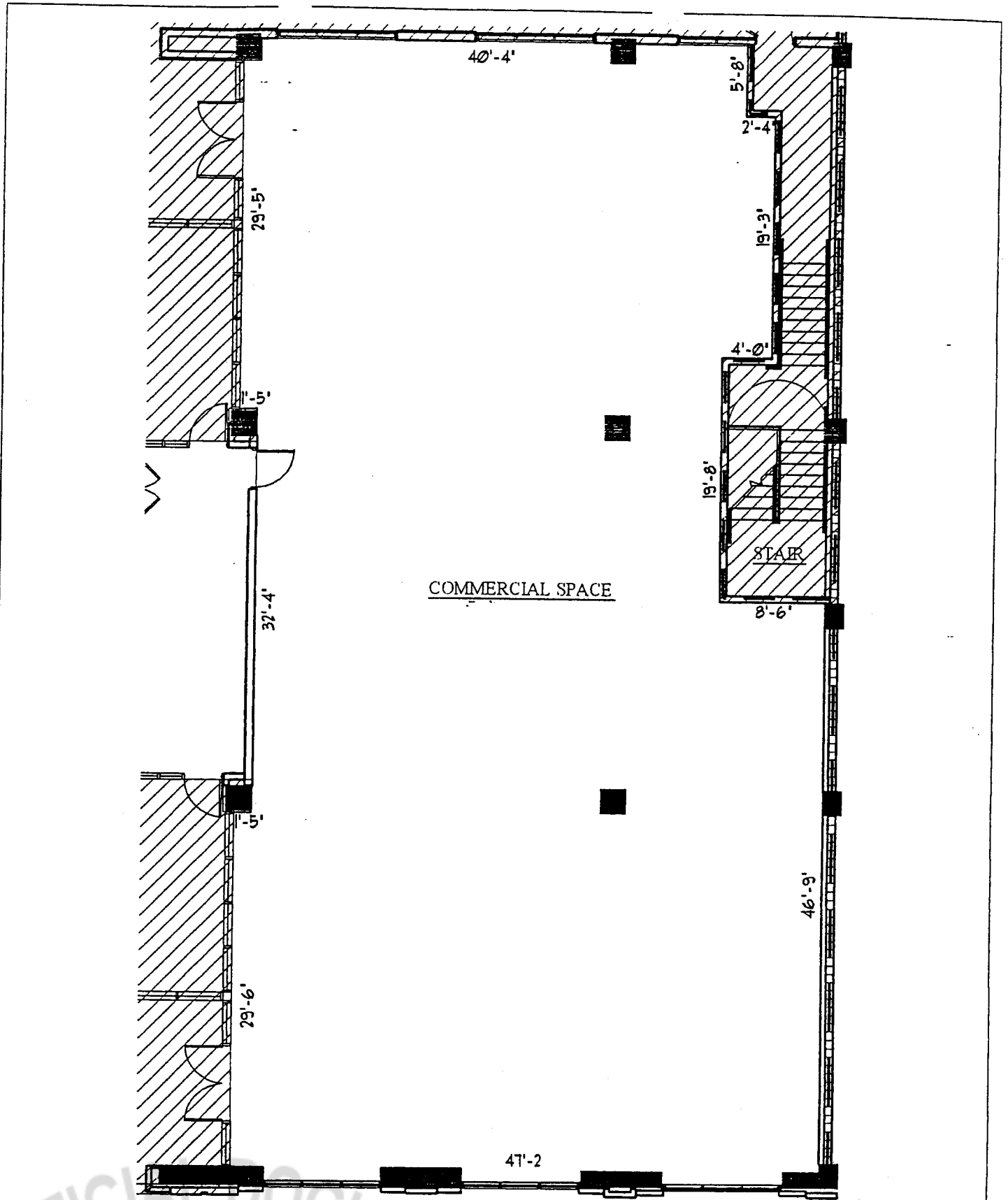
Building Area:
 Commercial Space: 3,991 SQ. FT.
 Total: 3,991 SQ. FT.

**BARNETT
FRONCZAK
ARCHITECTS**



TALLAHASSEE CENTER, A CONDOMINIUM





COMMERCIAL
II
SPACE 102

Legend:

 Common Elements

Scale 3/32" = 1'-0"

Building Area:

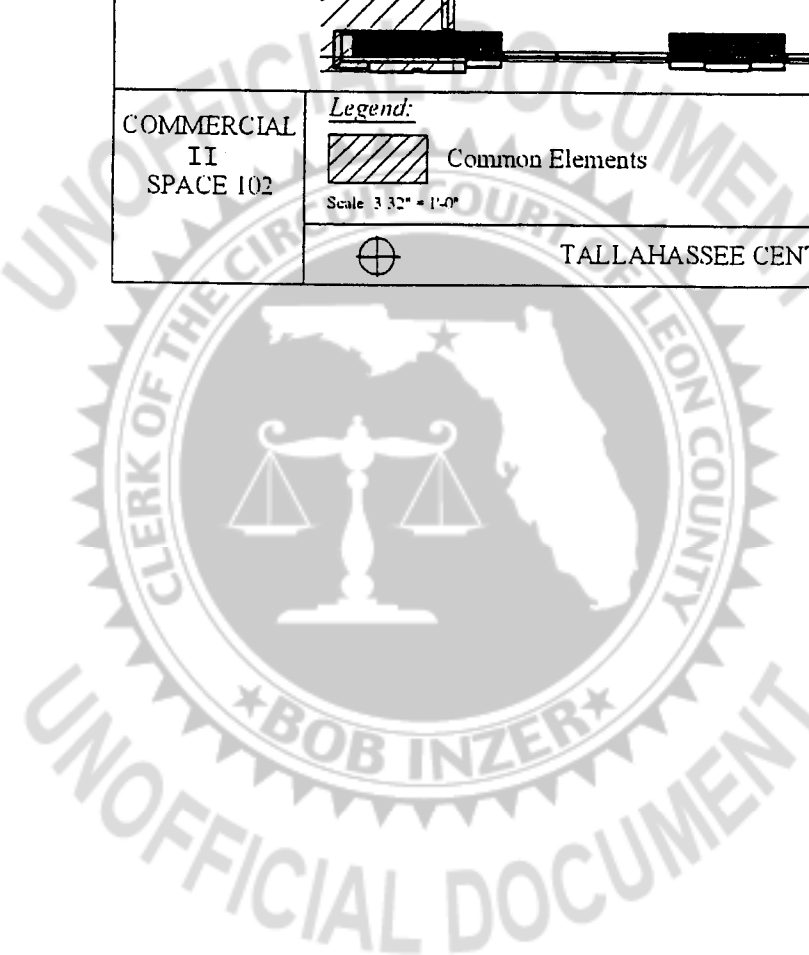
Commercial Space: 3,970 SQ. FT.

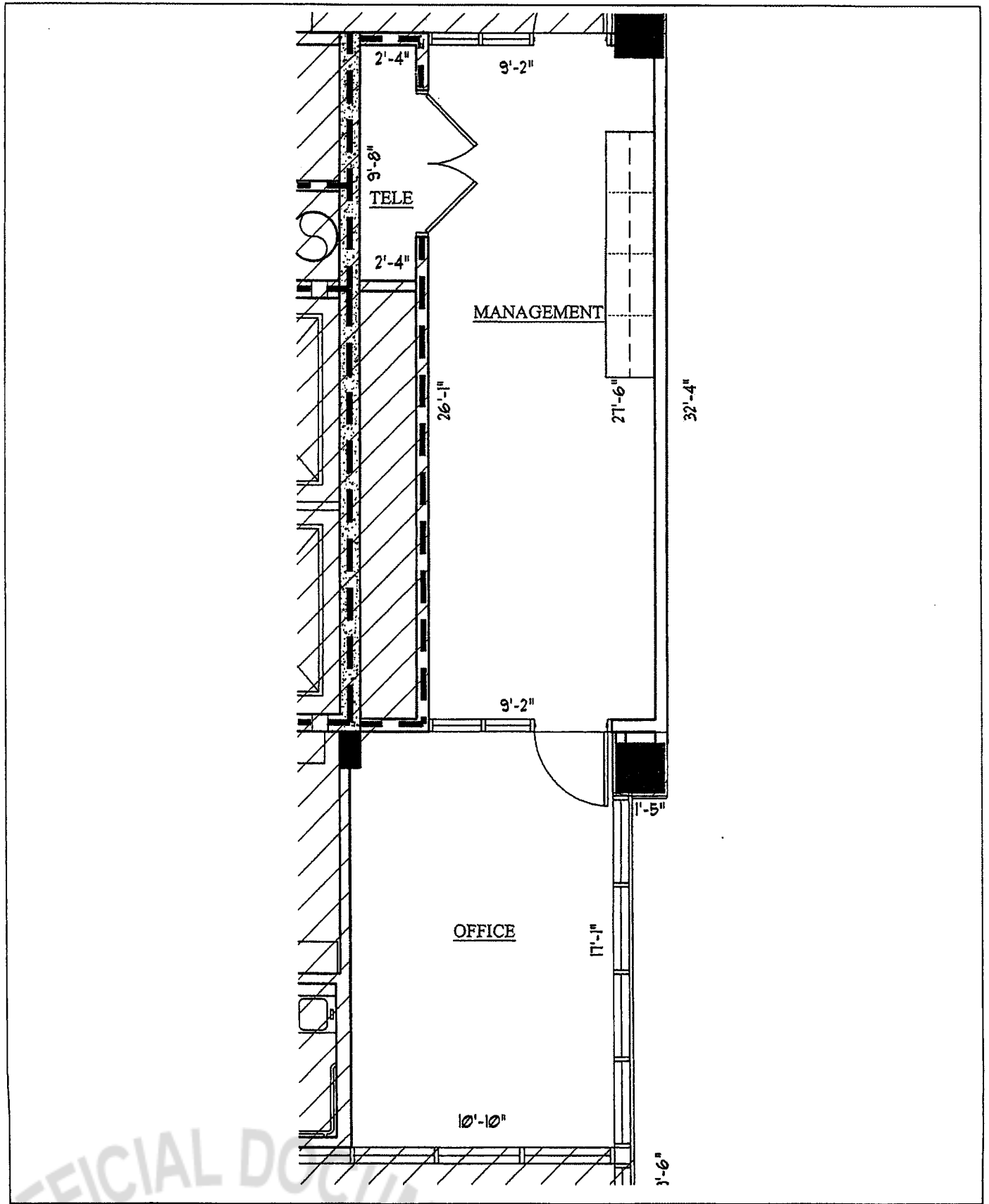
Total: 3,970 SQ. FT.



**BARNETT
FRONCZAK
ARCHITECTS**

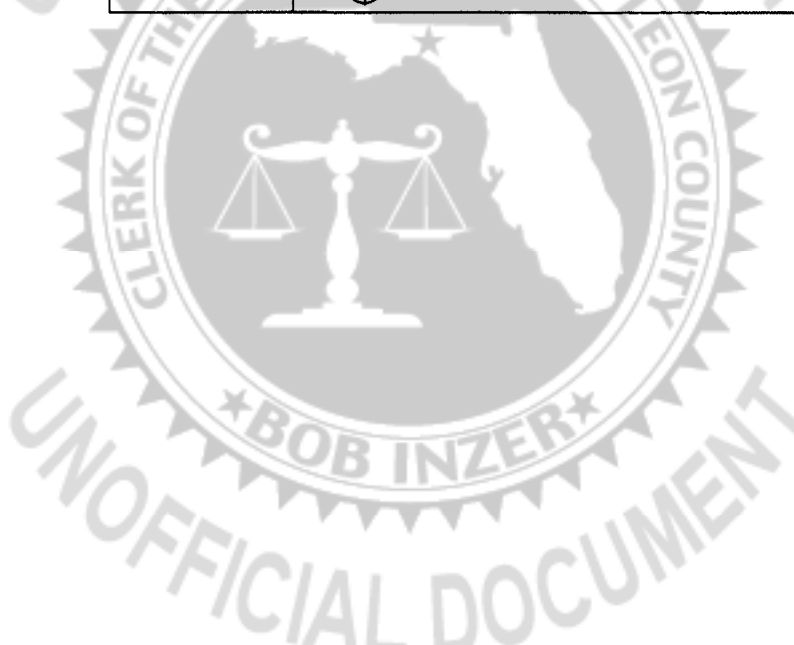


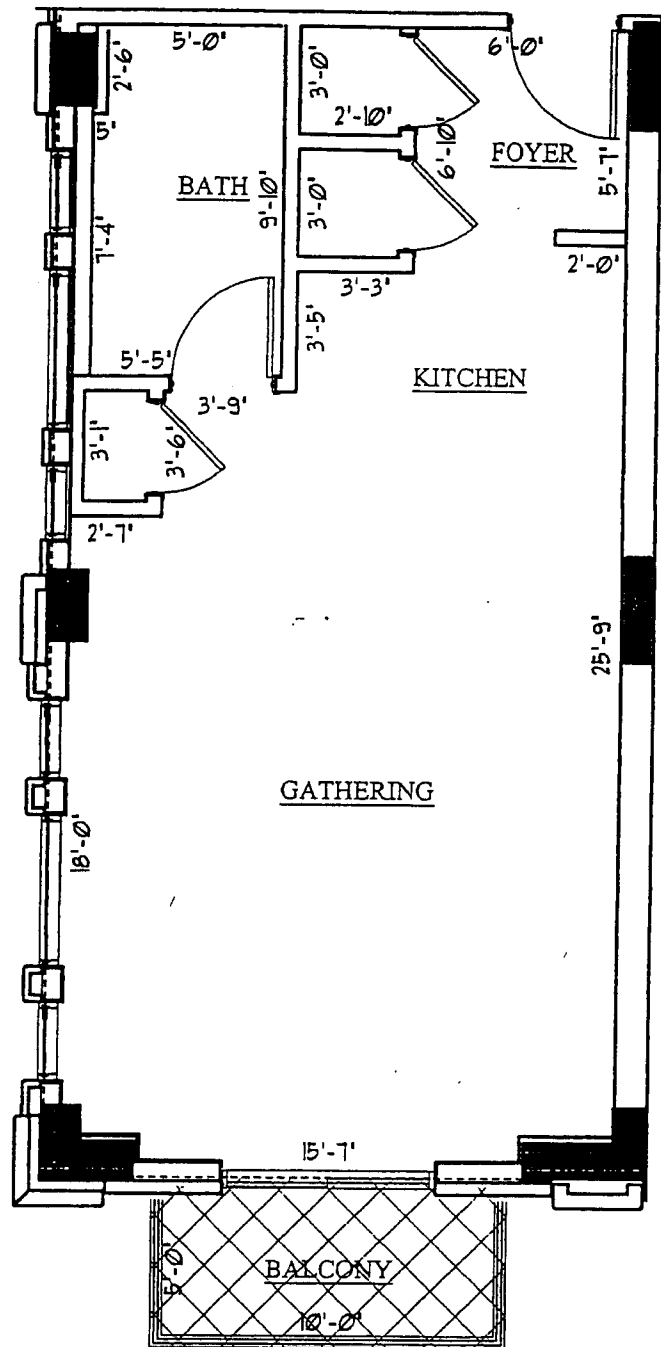
TALLAHASSEE CENTER, A CONDOMINIUM





MANAGEMENT SPACE 103 COMMERCIAL I	Legend:  Common Elements Scale: 3/16" = 1'-0"	Building Area: Office Space: 471 SQ. FT. Total: 471 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		





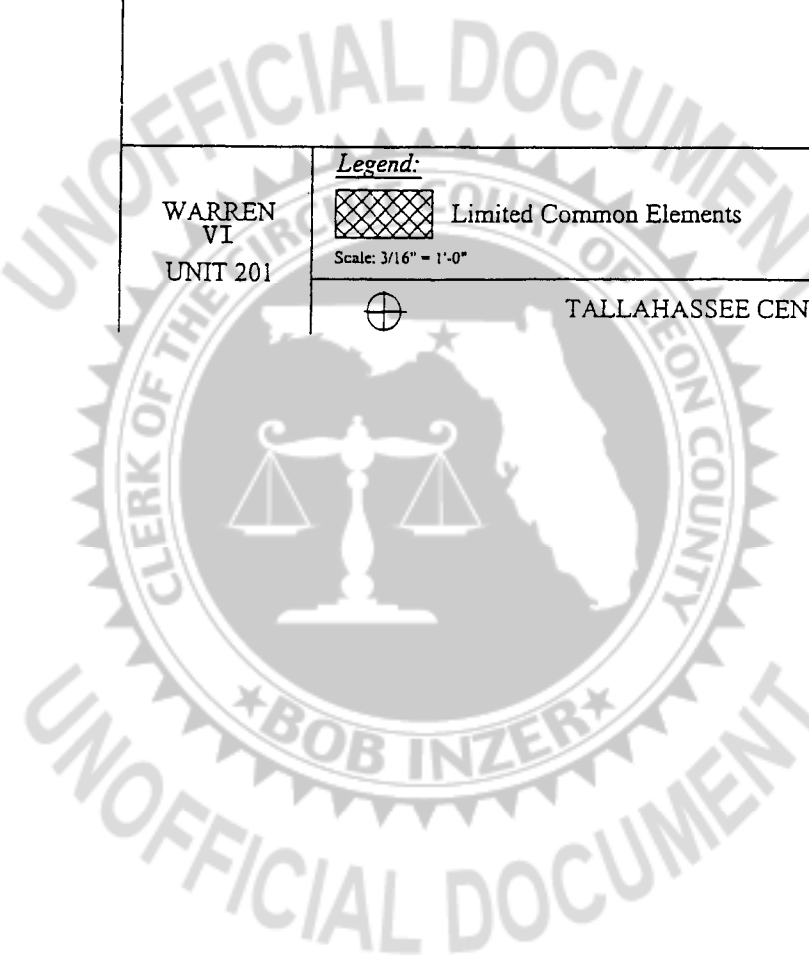
WARREN
VI
UNIT 201

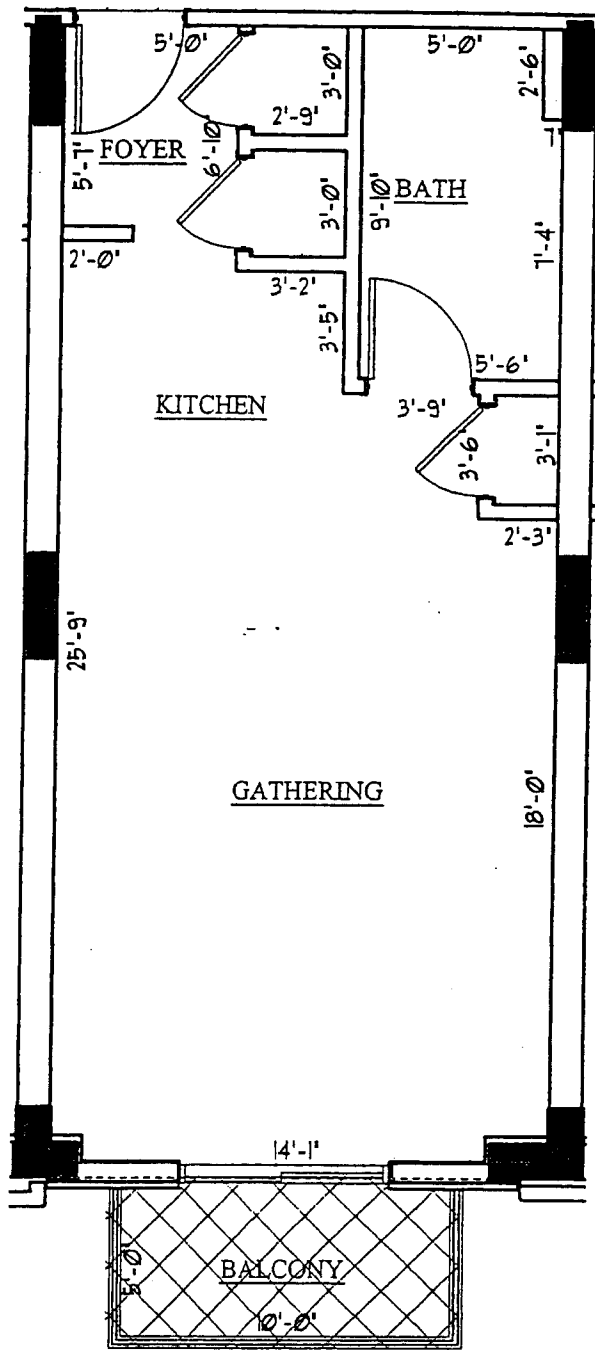
Legend:
 Limited Common Elements
 Scale: 3/16" = 1'-0"

Building Area:
 Studio Unit: 495 SQ. FT.
 Balcony: 50 SQ. FT.
 Total: 545 SQ. FT.

**BARNETT
FRONCZAK
ARCHITECTS**

⊕ TALLAHASSEE CENTER, A CONDOMINIUM



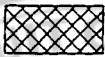



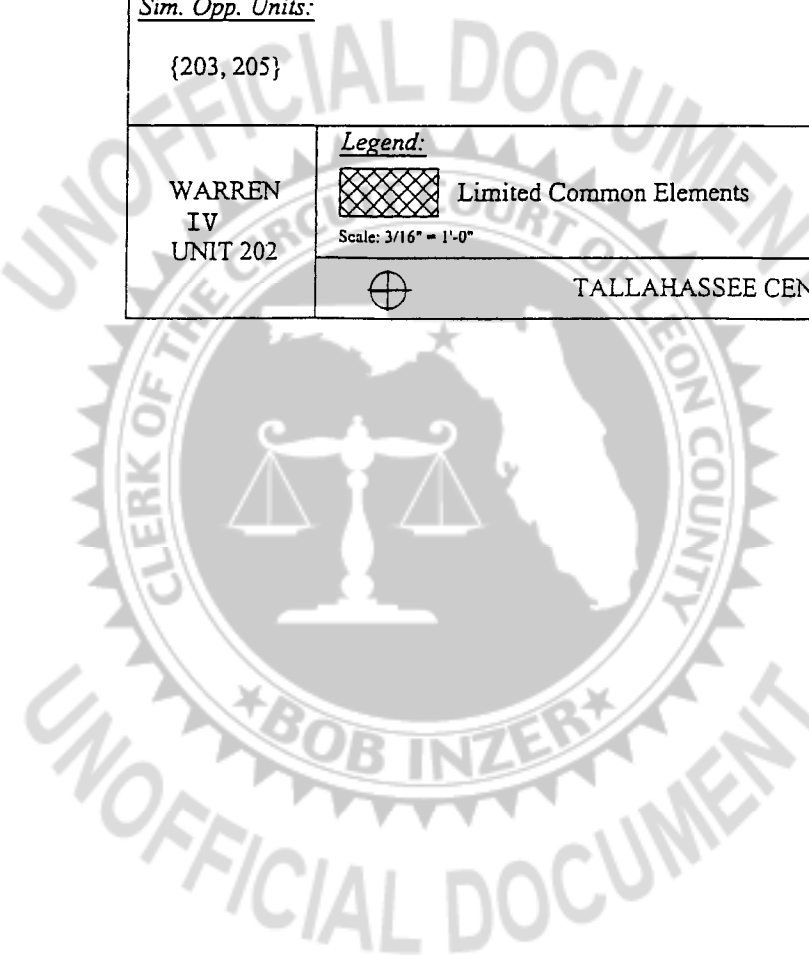
Similar Units:

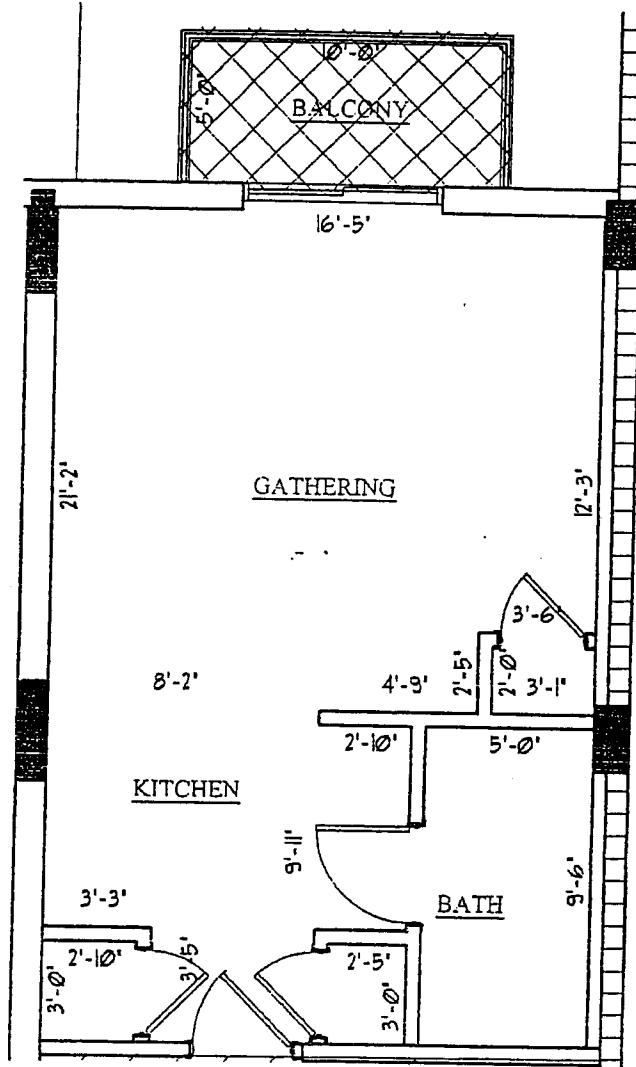
{204}


Sim. Opp. Units:

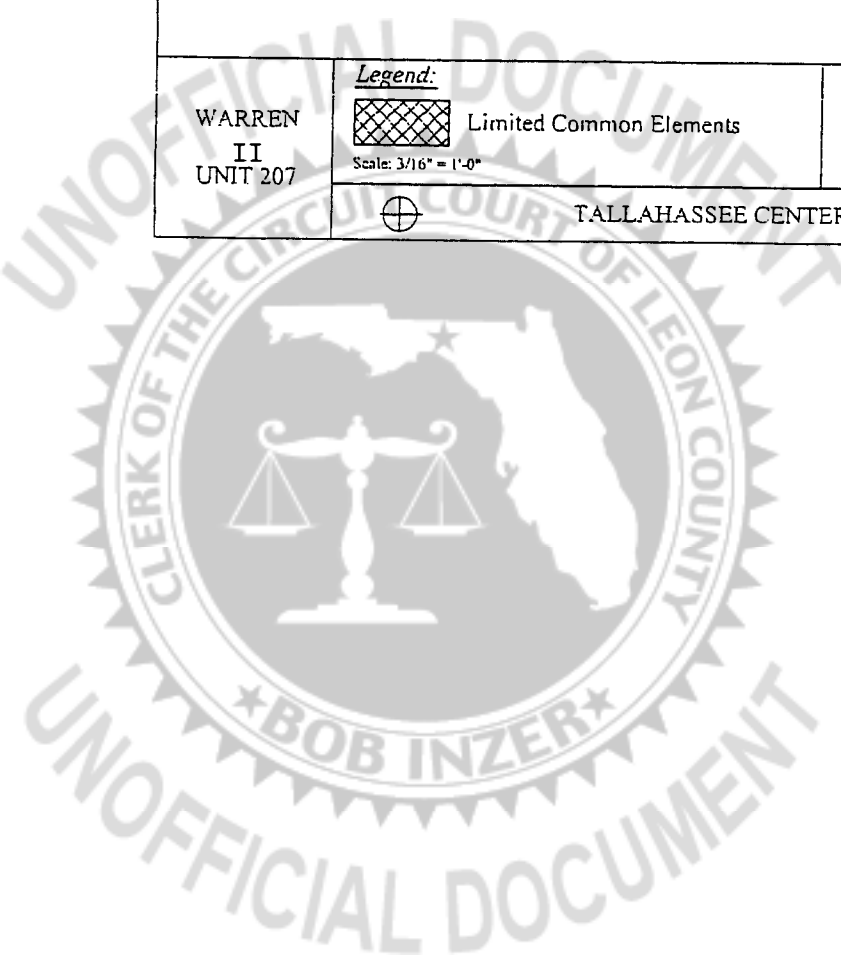
{203, 205}

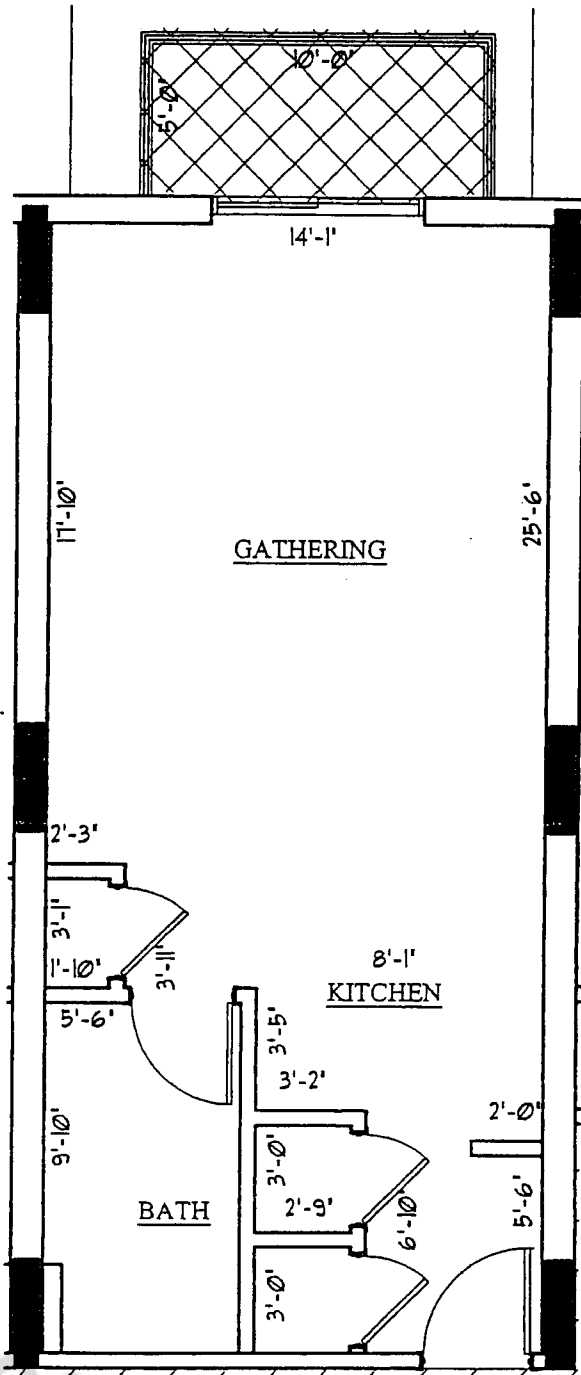
WARREN IV UNIT 202	<p><u>Legend:</u></p>  Limited Common Elements Scale: 3/16" = 1'-0"	<p><u>Building Area:</u></p> Studio Unit: 447 SQ. FT. Balcony: 50 SQ. FT. Total: 497 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		





WARREN II UNIT 207	Legend:  Limited Common Elements Scale: 3/16" = 1'-0"	Building Area: Studio Unit: 404 SQ. FT. Balcony: 50 SQ. FT. Total: 454 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	TALLAHASSEE CENTER, A CONDOMINIUM		





Sim. Opp. Units:

{209}

WARREN
III
UNIT 208

Legend:



Limited Common Elements

Scale: 3/16" = 1'-0"

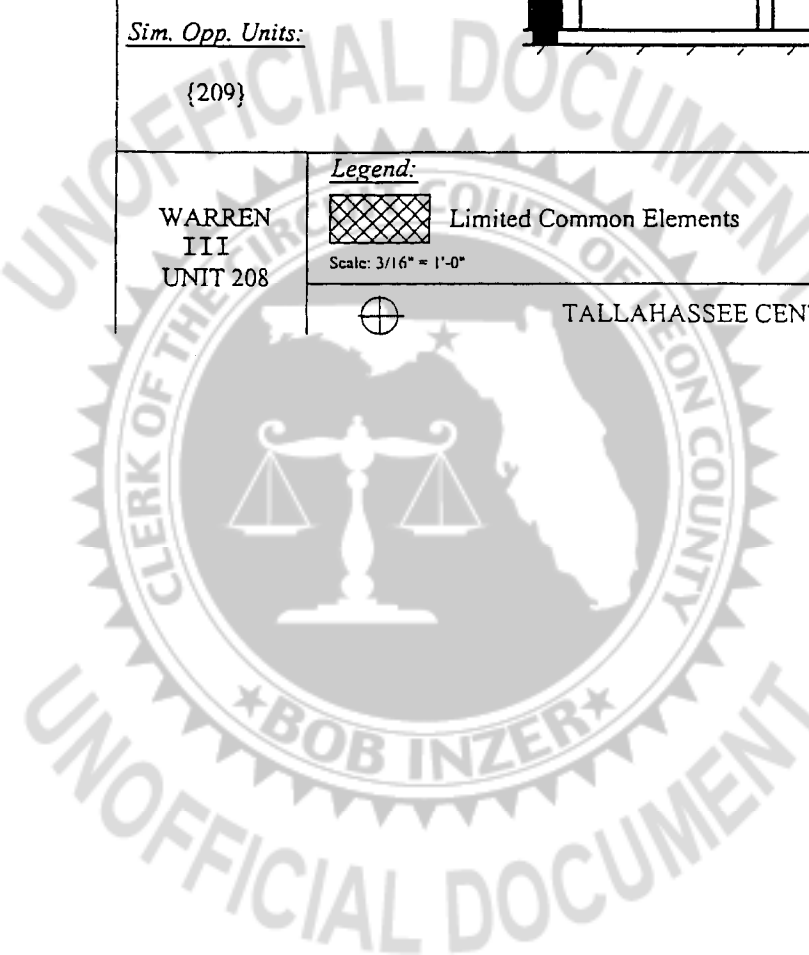
Building Area:

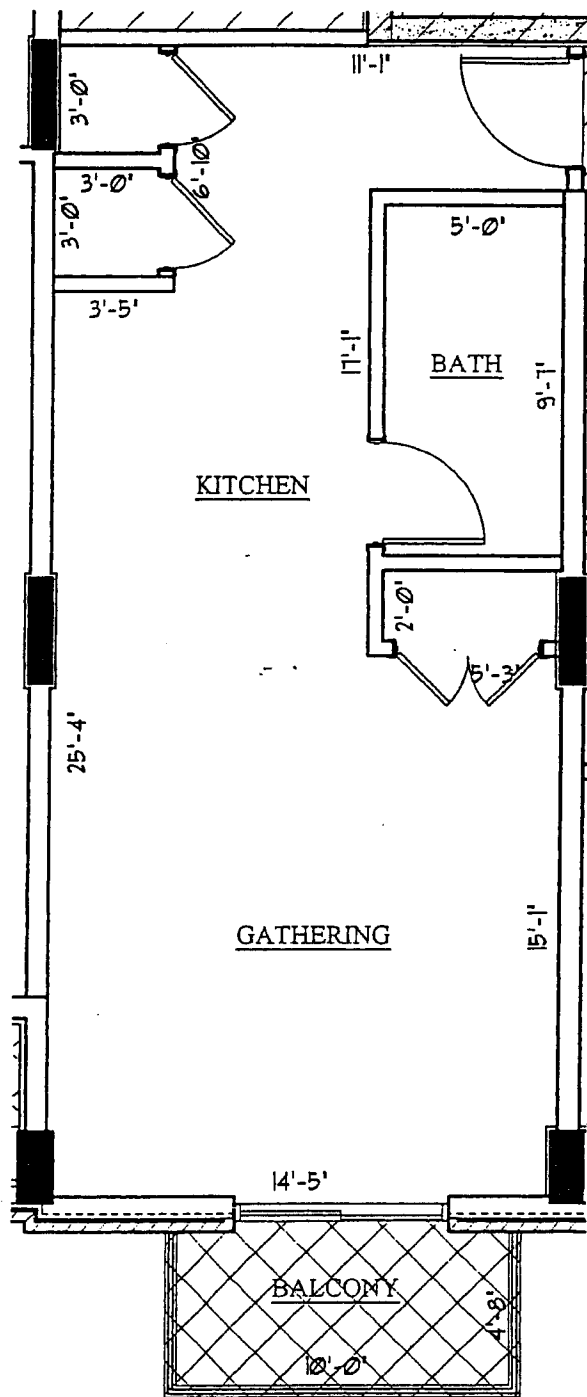
Studio Unit: 444 SQ. FT.
Balcony: 50 SQ. FT.
Total: 494 SQ. FT.

**BARNETT
FRONCZAK
ARCHITECTS**



TALLAHASSEE CENTER, A CONDOMINTUM





Similar Units:

{403, 503, 603
& 703}

WARREN
V
UNIT 303

Legend:



Limited Common Elements

Scale: 3/16" = 1'-0"

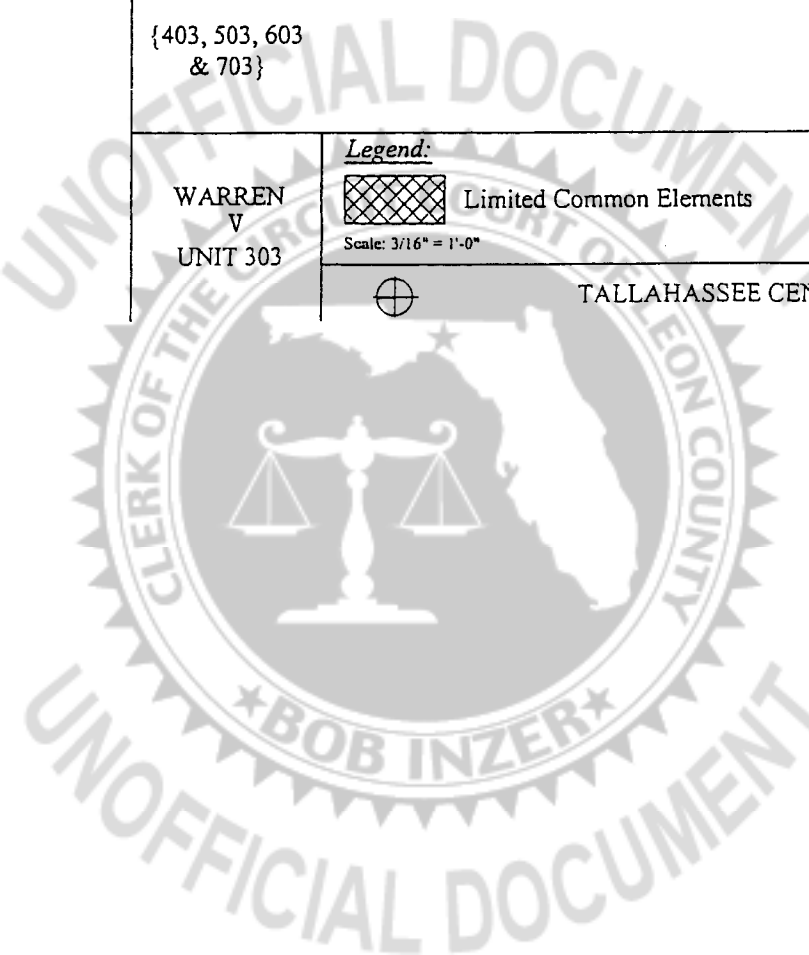


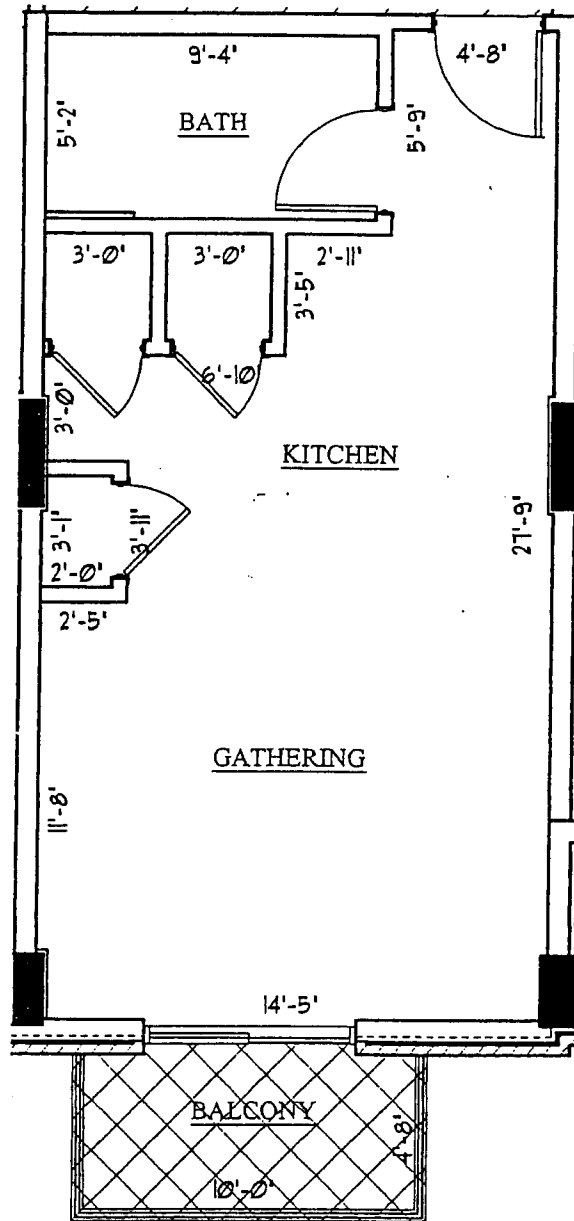
TALLAHASSEE CENTER, A CONDOMINIUM

Building Area:

Studio Unit: 462 SQ. FT.
Balcony: 50 SQ. FT.
Total: 512 SQ. FT.



**BARNETT
FRONCZAK
ARCHITECTS**

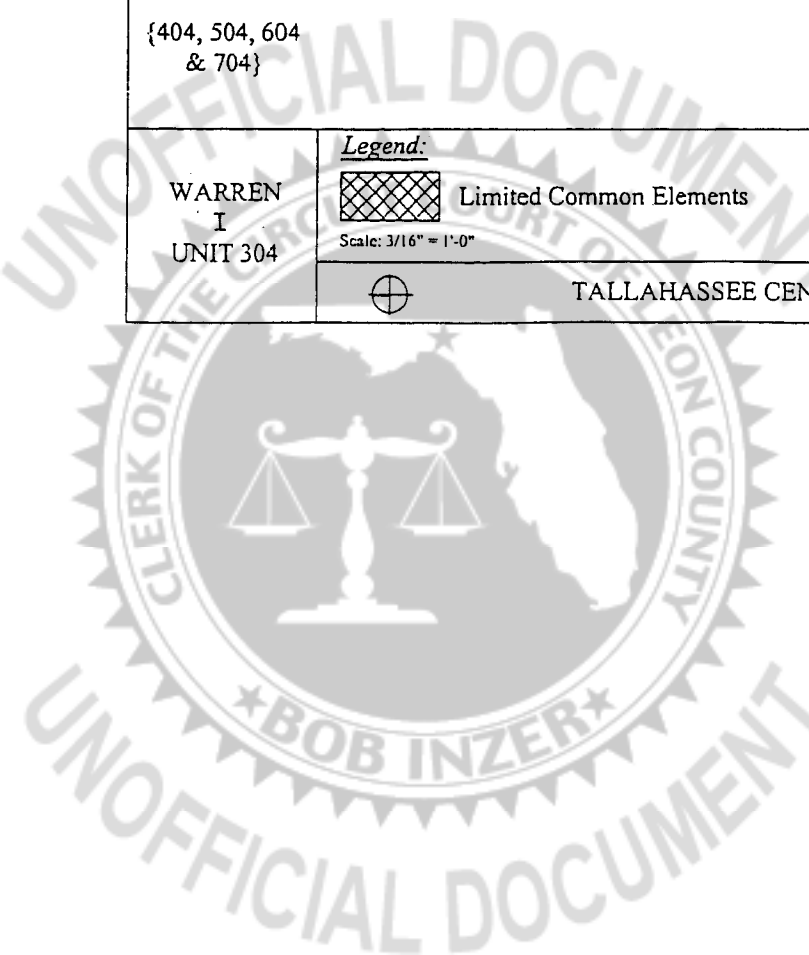


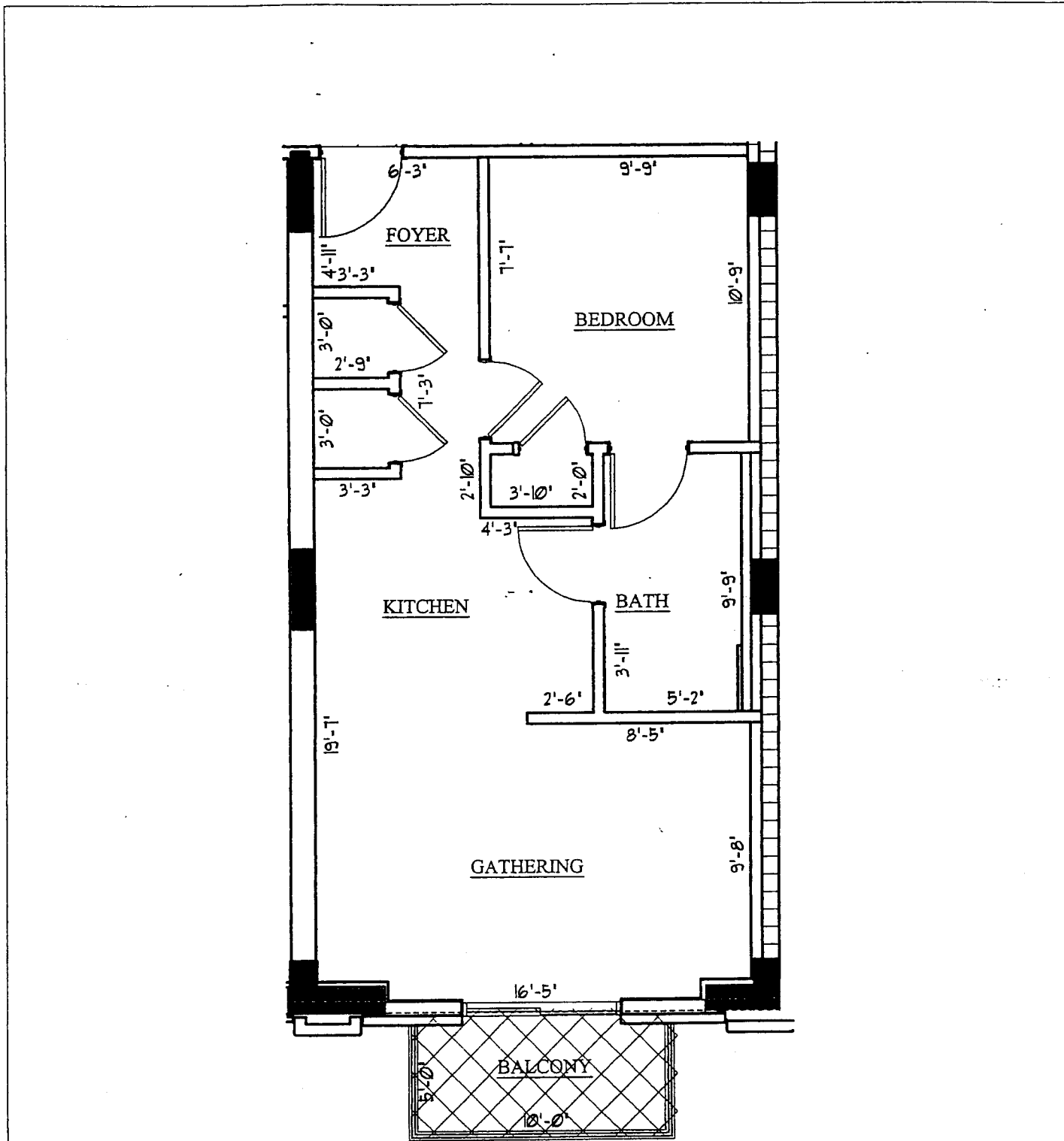




Similar Units:

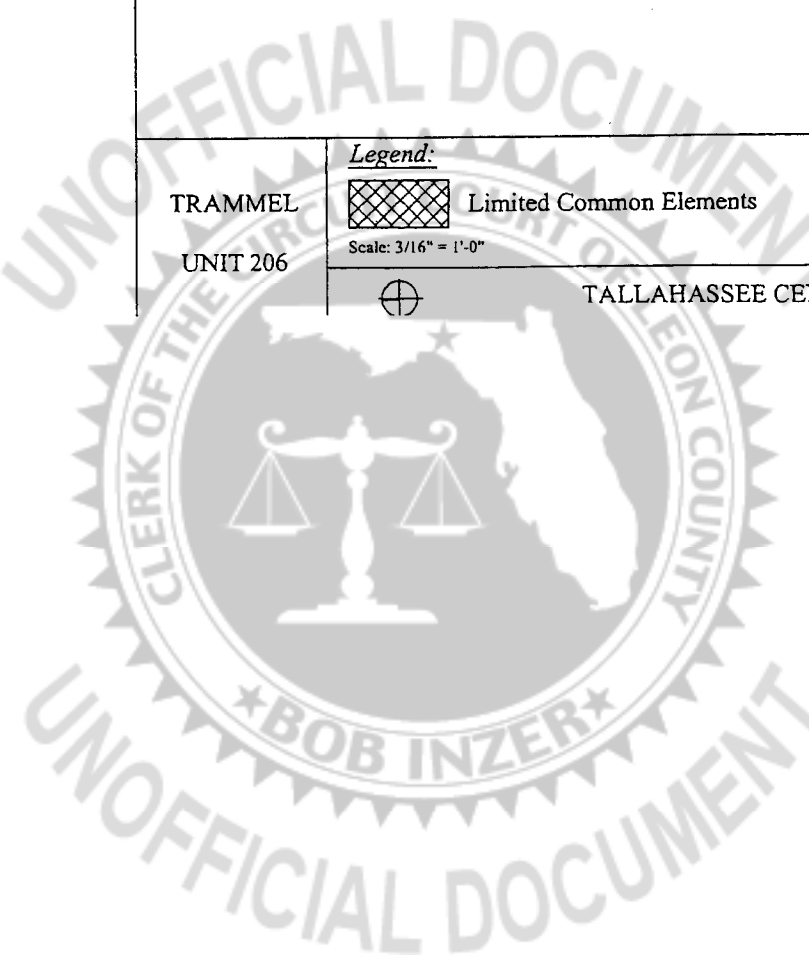
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& 704}

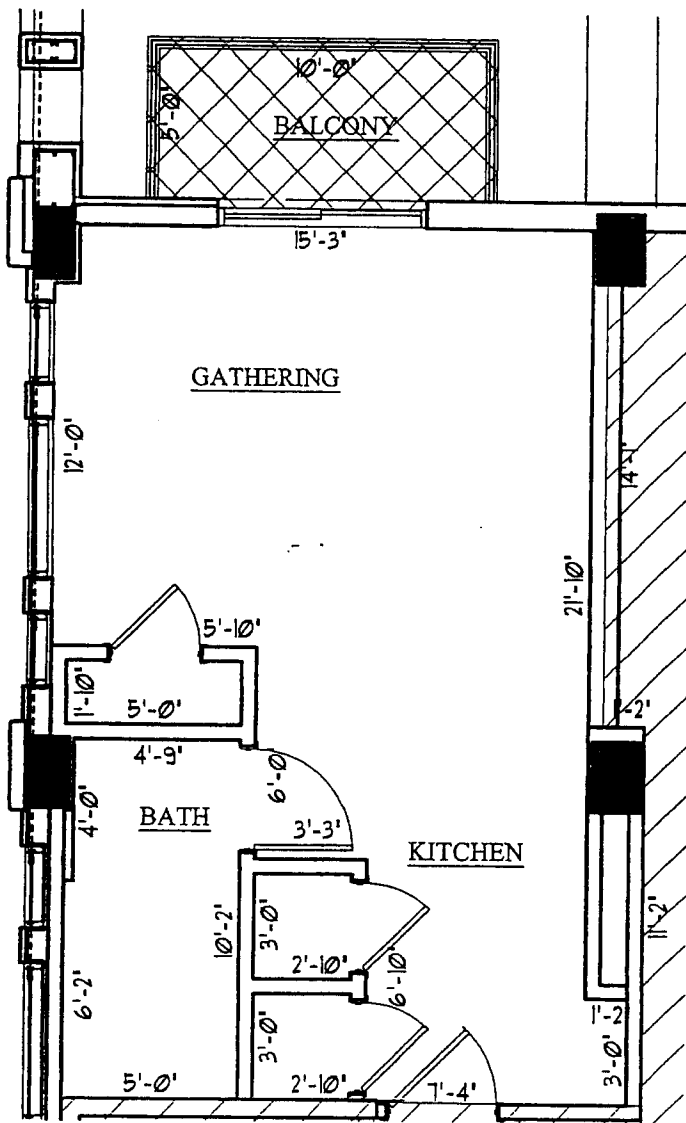
WARREN I UNIT 304	<p><u>Legend:</u></p> <p> Limited Common Elements</p> <p>Scale: 3/16" = 1'-0"</p>	<p><u>Building Area:</u></p> <p>Studio Unit: 400 SQ. FT.</p> <p>Balcony: 50 SQ. FT.</p> <p>Total: 450 SQ. FT.</p>	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		





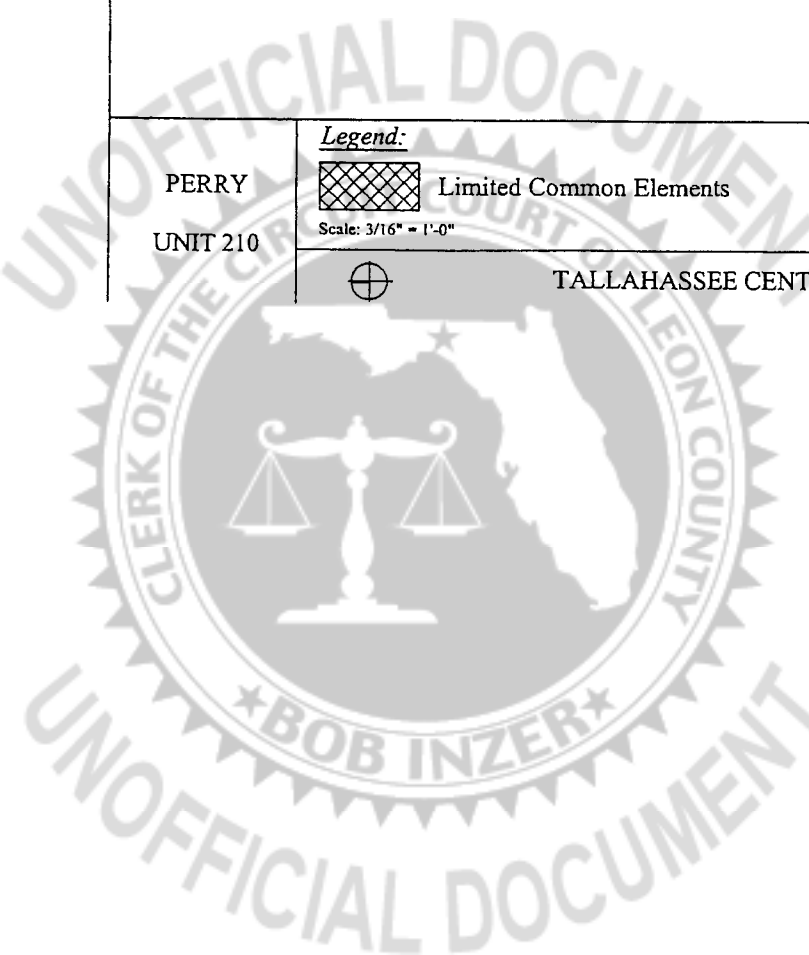


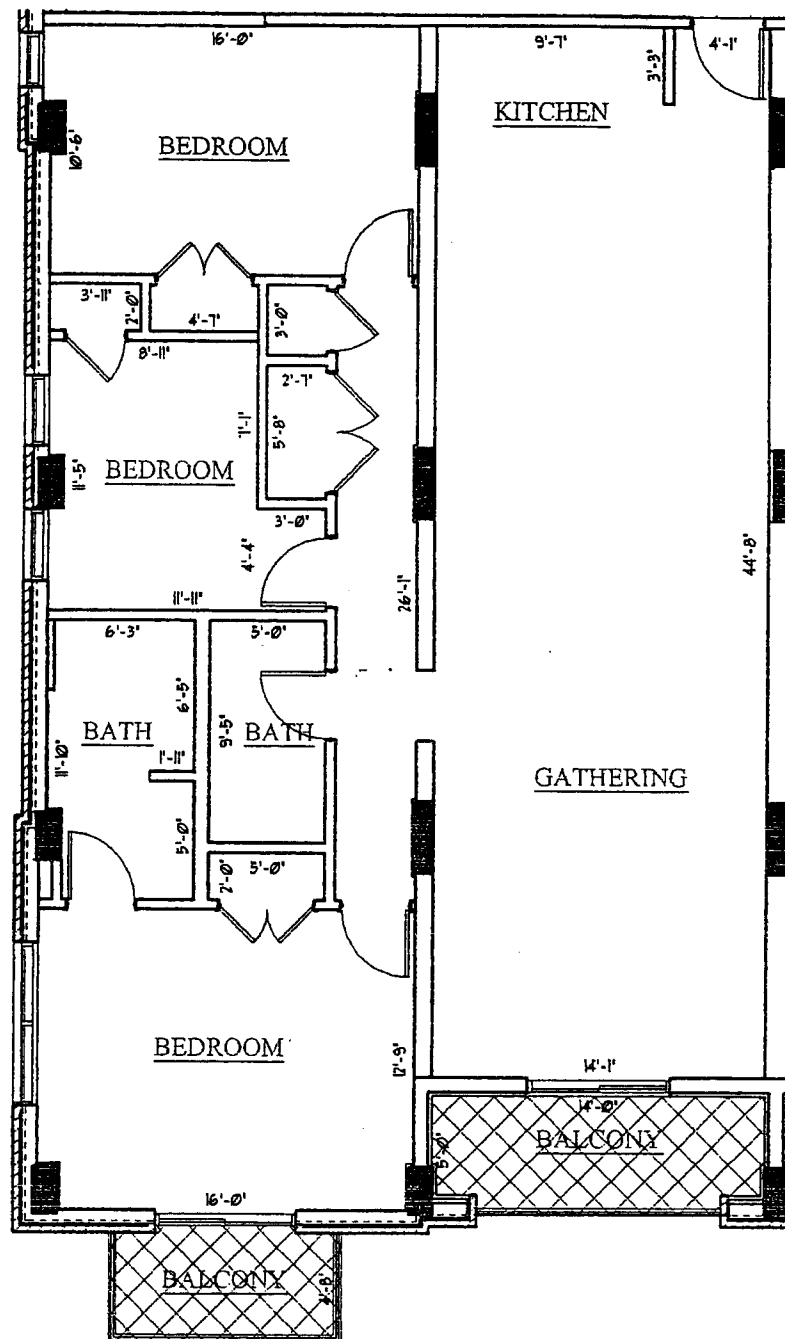
TRAMMEL UNIT 206	<p><u>Legend:</u></p>  Limited Common Elements Scale: 3/16" = 1'-0" 	<p><u>Building Area:</u></p> One Bedroom Unit: 521 SQ. FT. Balcony: 50 SQ. FT. Total: 571 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
TALLAHASSEE CENTER, A CONDOMINIUM			







PERRY UNIT 210	Legend:  Limited Common Elements Scale: 3/16" = 1'-0"	Building Area: Studio Unit: 379 SQ. FT. Balcony: 50 SQ. FT. Total: 429 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		

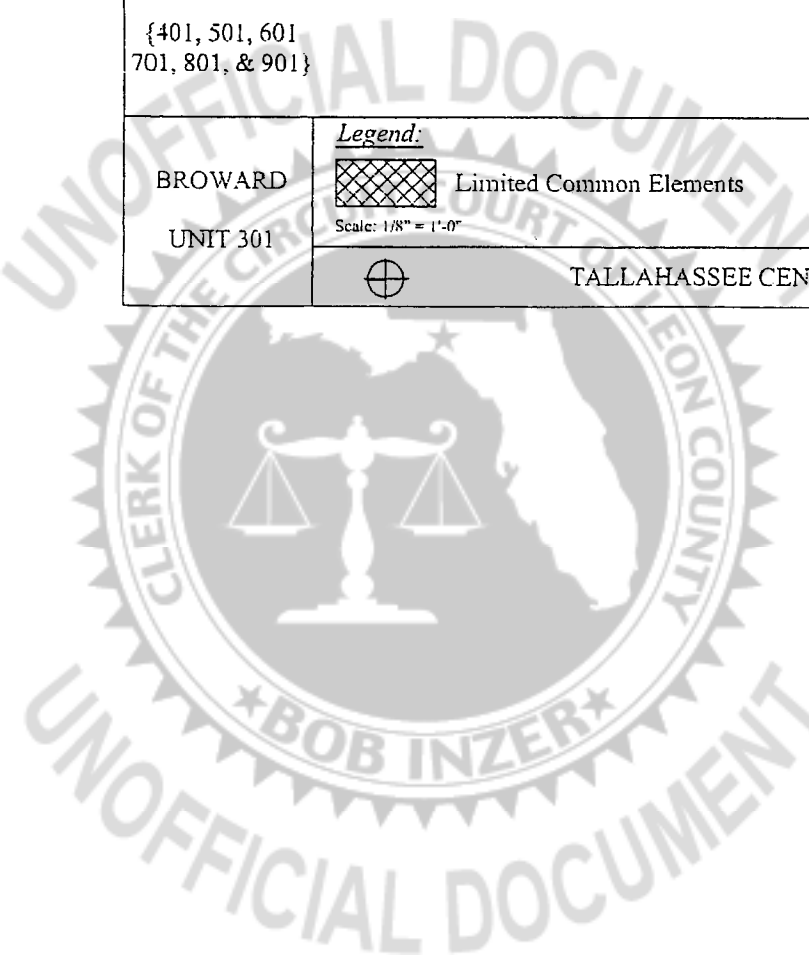


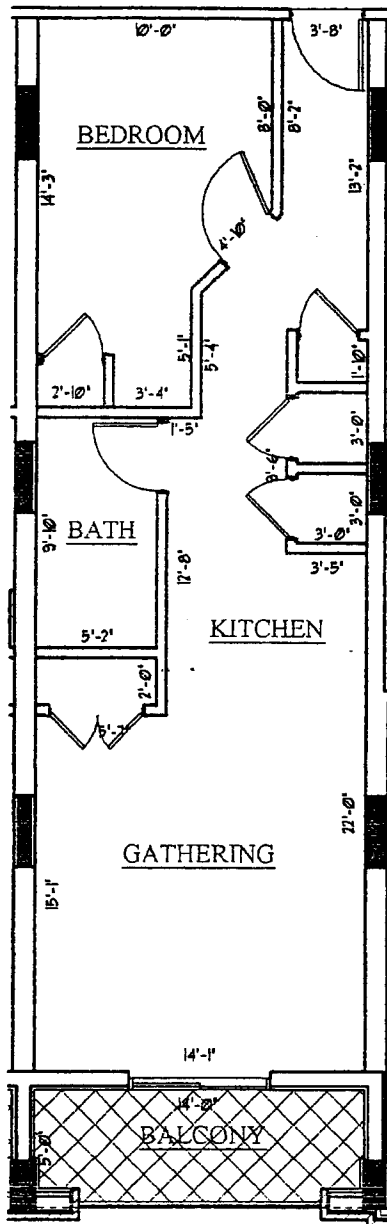


Similar Units:

{401, 501, 601
701, 801, & 901}



BROWARD UNIT 301	<p><u>Legend:</u></p>  Limited Common Elements Scale: 1/8" = 1'-0" 	<p><u>Building Area:</u></p> Three Bedroom Unit: 1,466 SQ. FT. 2 Balconies: 123 SQ. FT. Total: 1,589 SQ. FT.	<p>BARNETT FRONCZAK ARCHITECTS</p>
TALLAHASSEE CENTER, A CONDOMINIUM			



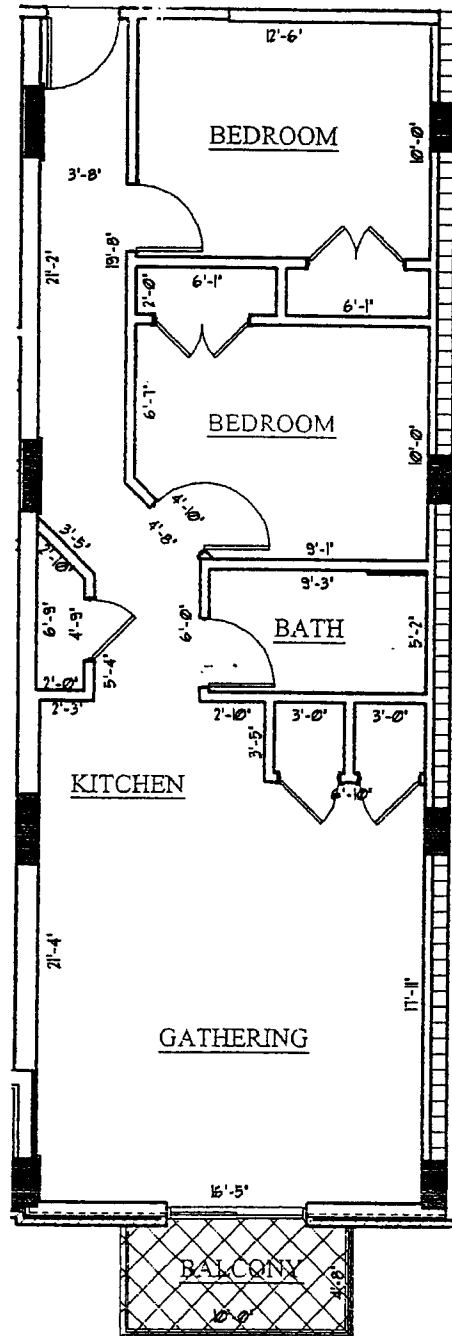


Similar Units:

{406A, 506A,
606A, 706A}



REID UNIT 306A	<p><u>Legend:</u></p>  Limited Common Elements Scale: 1/8" = 1'-0" 	<p><u>Building Area:</u></p> One Bedroom Unit: 629 SQ. FT. Balcony: 73 SQ. FT. Total: 702 SQ. FT.	<p>BARNETT FRONCZAK ARCHITECTS</p>
TALLAHASSEE CENTER, A CONDOMINIUM			

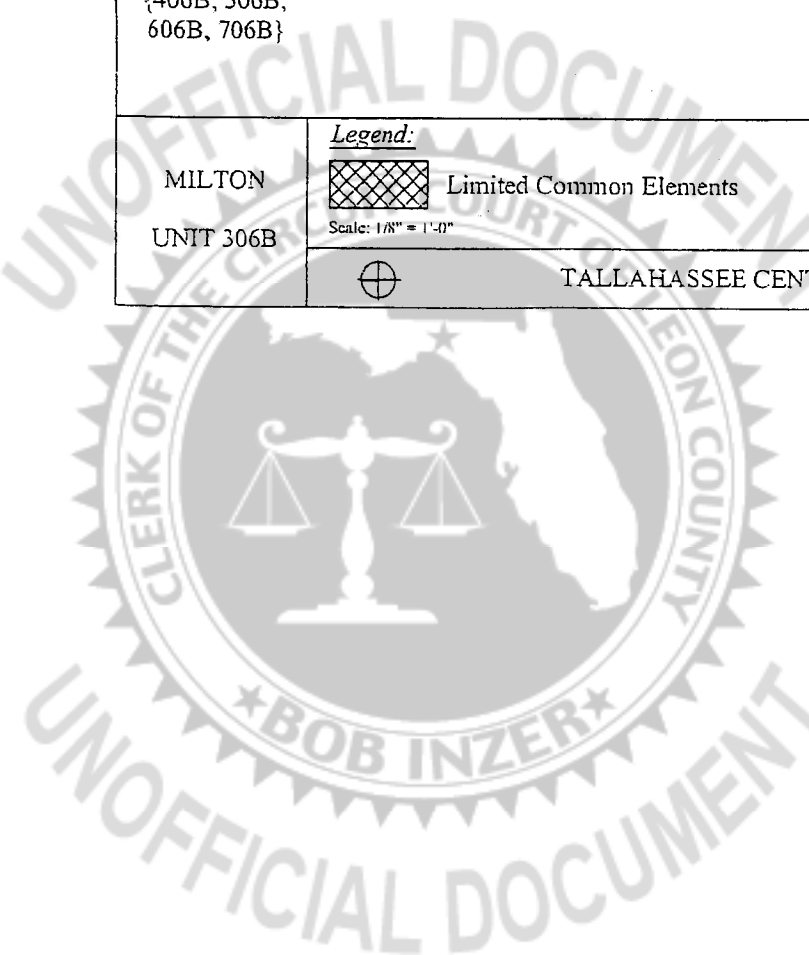


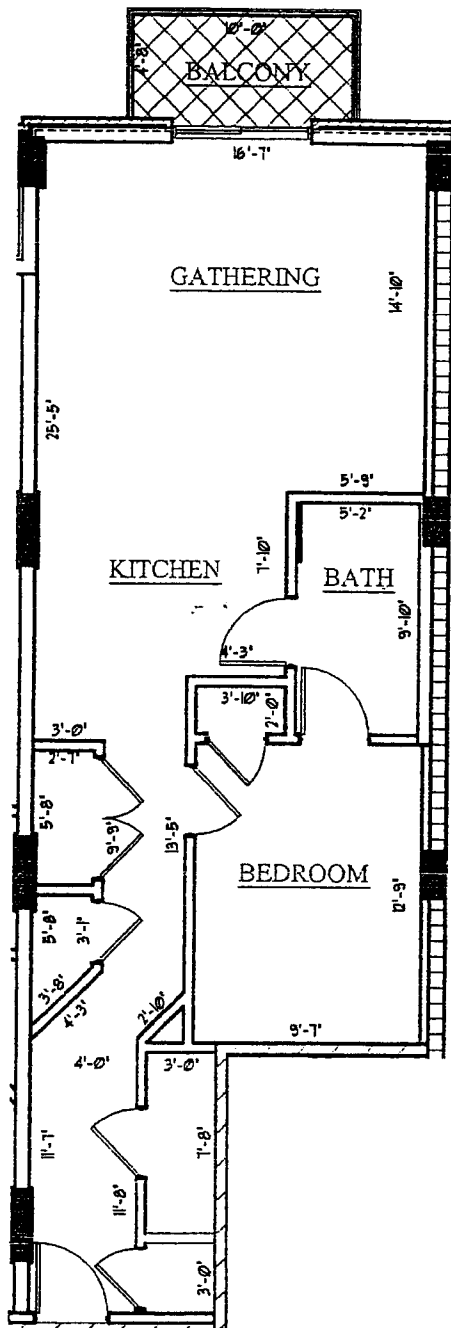


Similar Units:

{406B, 506B,
606B, 706B}



MILTON UNIT 306B	Legend:  Limited Common Elements Scale: 1/8" = 1'-0"	Building Area: Two Bedroom Unit: 823 SQ. FT. Balcony: 50 SQ. FT. Total: 873 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		

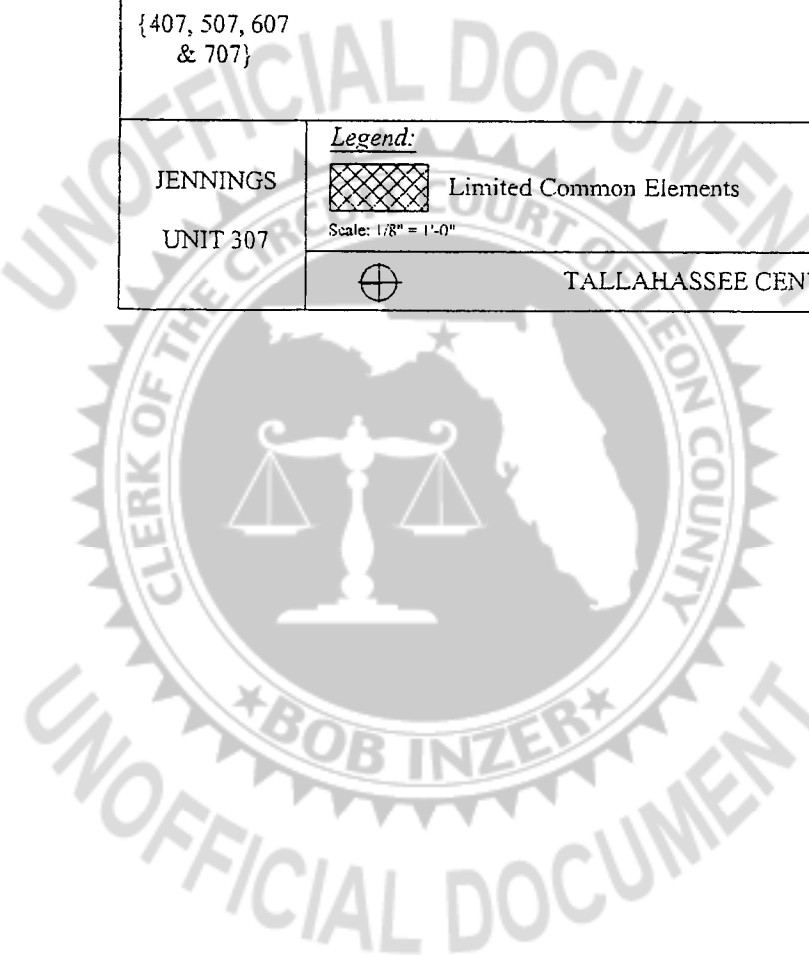




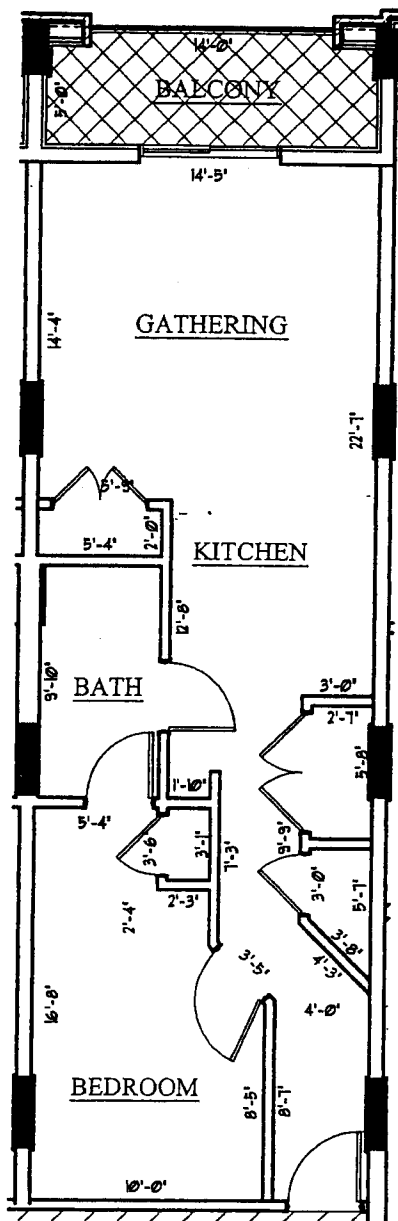
Similar Units:

{407, 507, 607
& 707}

JENNINGS UNIT 307	<u>Legend:</u>  Limited Common Elements Scale: 1/8" = 1'-0"	<u>Building Area:</u> One Bedroom Unit: 726 SQ. FT. Balcony: 50 SQ. FT. Total: 776 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
		TALLAHASSEE CENTER, A CONDOMINIUM	



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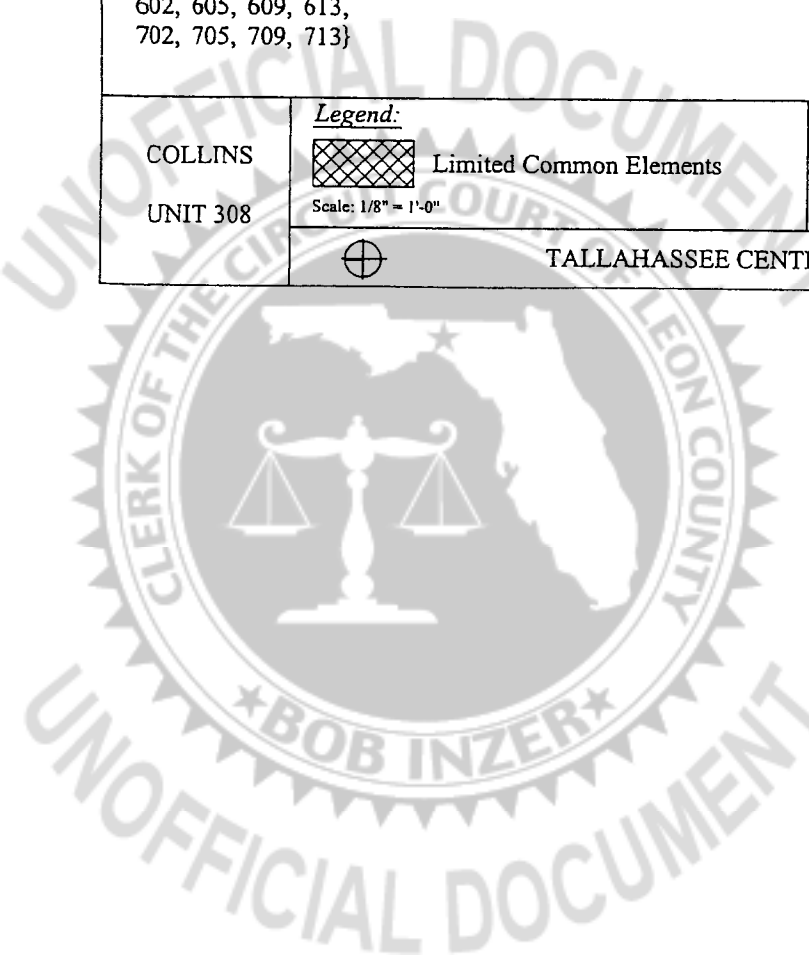
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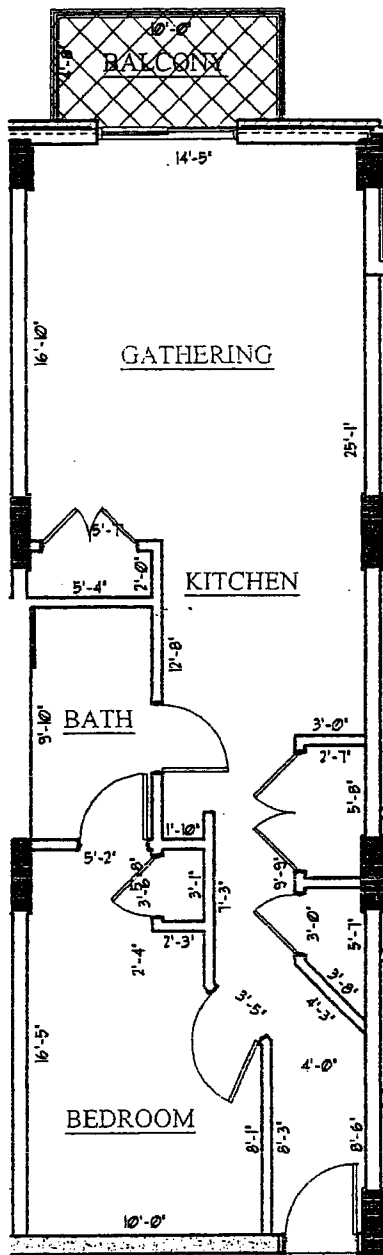
- {312, 408,
- 412, 508,
- 512, 608,
- 612, 708,
- 712}

Sim. Opp. Units:

- {302, 305, 309, 313,
- 402, 405, 409, 413,
- 502, 505, 509, 513,
- 602, 605, 609, 613,
- 702, 705, 709, 713}

COLLINS UNIT 308	<p><u>Legend:</u></p>  Limited Common Elements Scale: 1/8" = 1'-0" 	<p><u>Building Area:</u></p> One Bedroom Unit: 726 SQ. FT. Balcony: 73 SQ. FT. Total: 799 SQ. FT.	<p>BARNETT FRONCZAK ARCHITECTS</p>
TALLAHASSEE CENTER, A CONDOMINIUM			







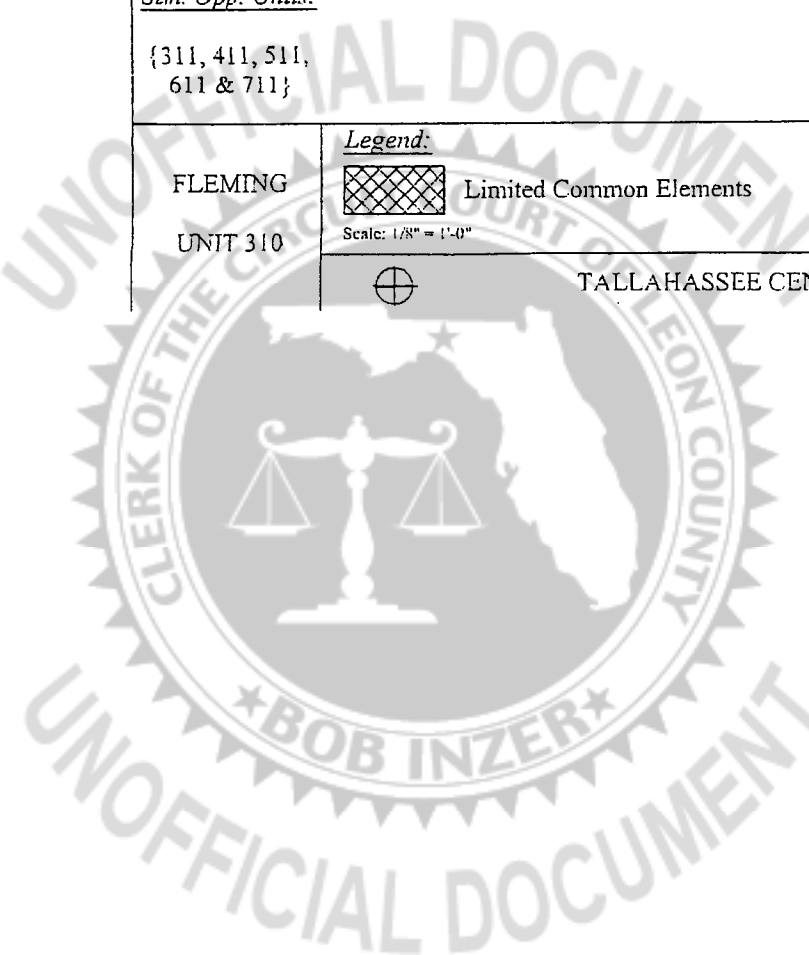
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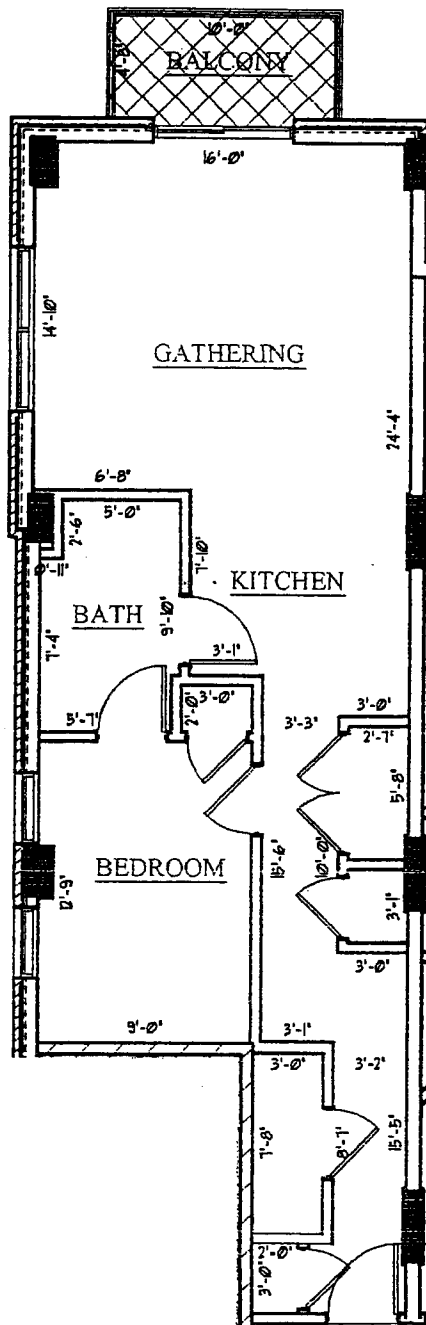
{410, 510, 610
& 710}

Sim. Opp. Units:

{311, 411, 511,
611 & 711}



FLEMING UNIT 310	<p><u>Legend:</u></p>  Limited Common Elements Scale: 1/8" = 1'-0" 	<p><u>Building Area:</u></p> One Bedroom Unit: 667 SQ. FT. Balcony: 50 SQ. FT. Total: 776 SQ. FT.	<p>BARNETT FRONCZAK ARCHITECTS</p>
TALLAHASSEE CENTER, A CONDOMINIUM			

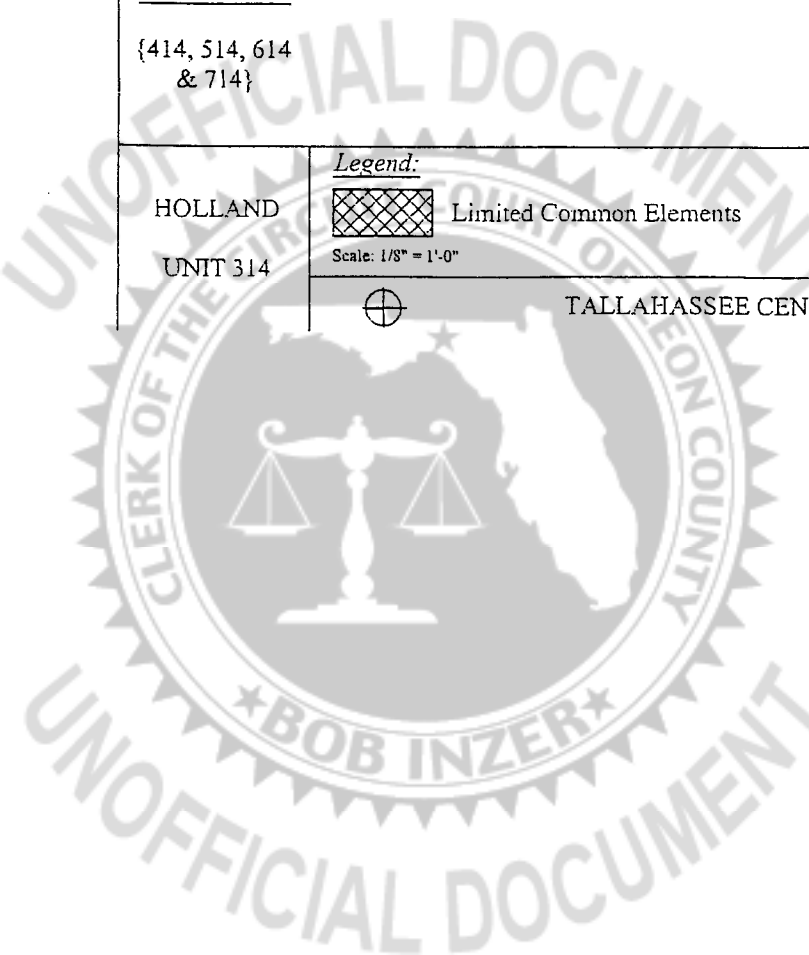


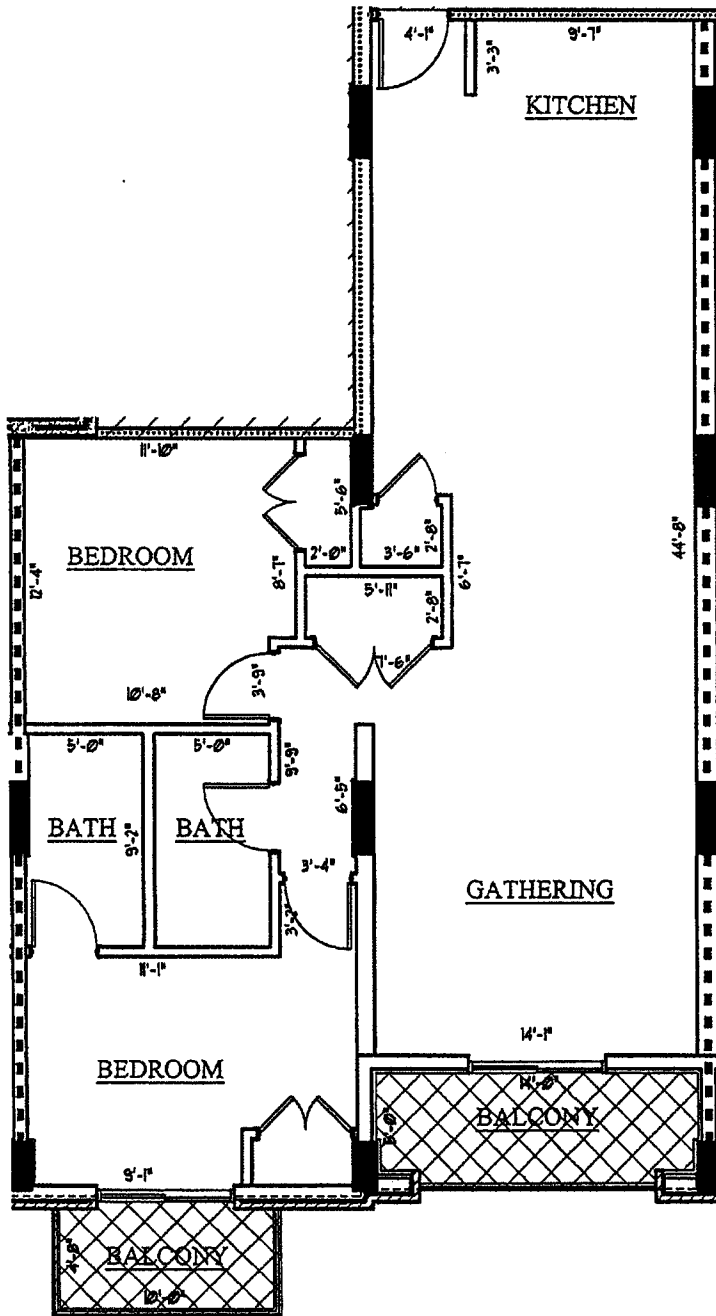


Similar Units:

{414, 514, 614
& 714}

HOLLAND UNIT 314	<p><u>Legend:</u></p>  Limited Common Elements Scale: 1/8" = 1'-0" 	<p><u>Building Area:</u></p> One Bedroom Unit: 683 SQ. FT. Balcony: 50 SQ. FT. Total: 733 SQ. FT.	<p>BARNETT FRONCZAK ARCHITECTS</p>
TALLAHASSEE CENTER, A CONDOMINIUM			







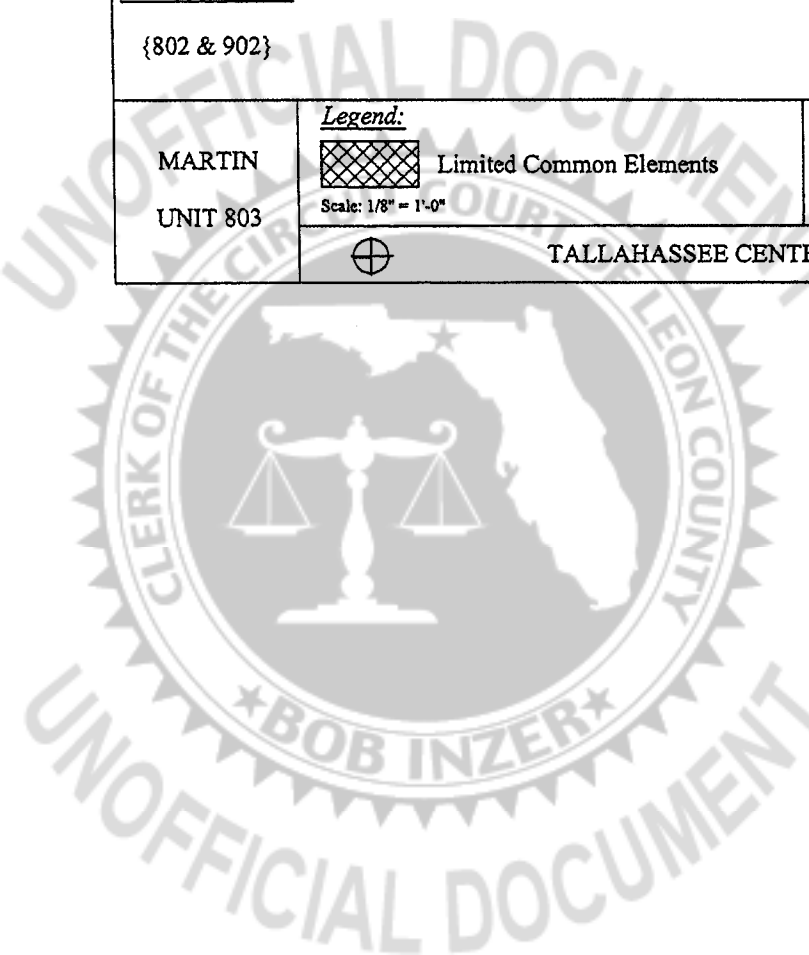
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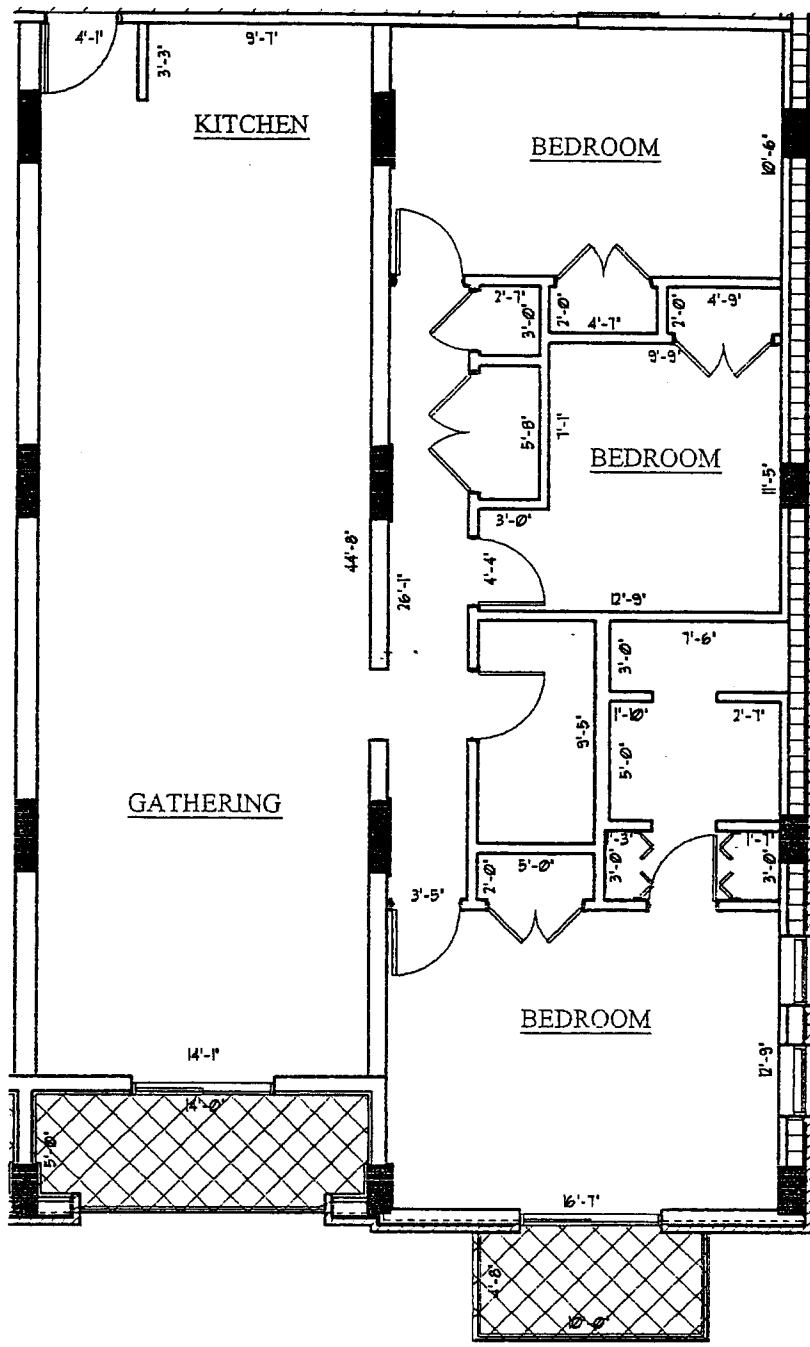
{903}

Sim. Opp. Units:

{802 & 902}



MARTIN UNIT 803	Legend:  Limited Common Elements Scale: 1/8" = 1'-0"	Building Area: Two Bedroom Unit: 1,112 SQ. FT. 2 Balconies: 123 SQ. FT. Total: 1,235 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		

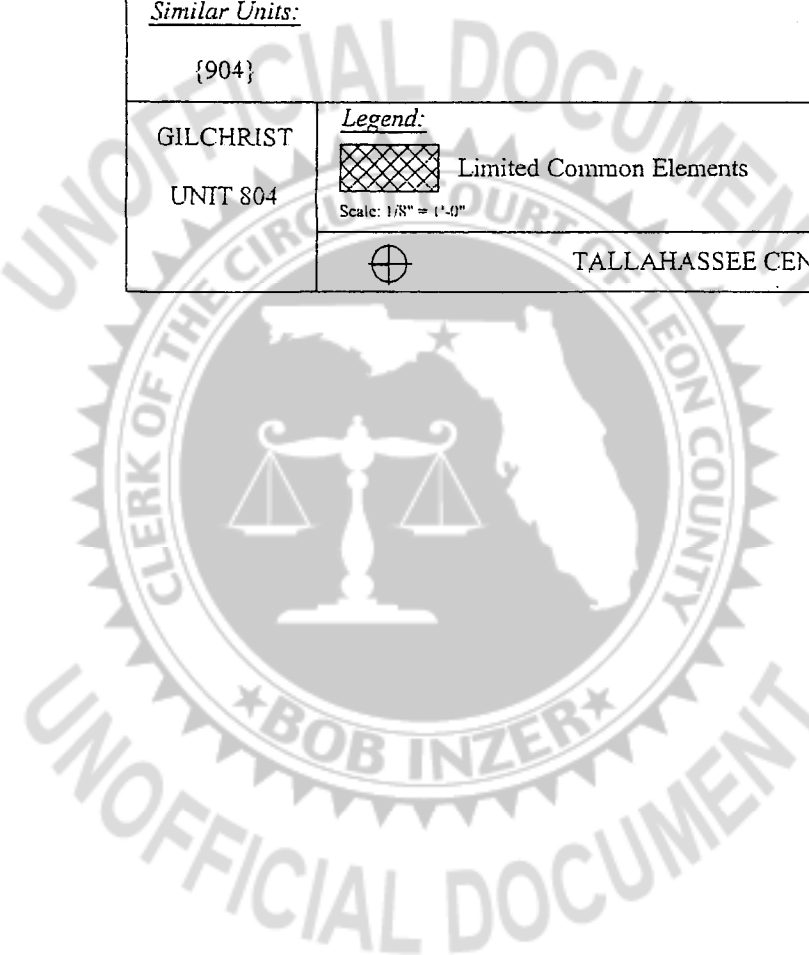


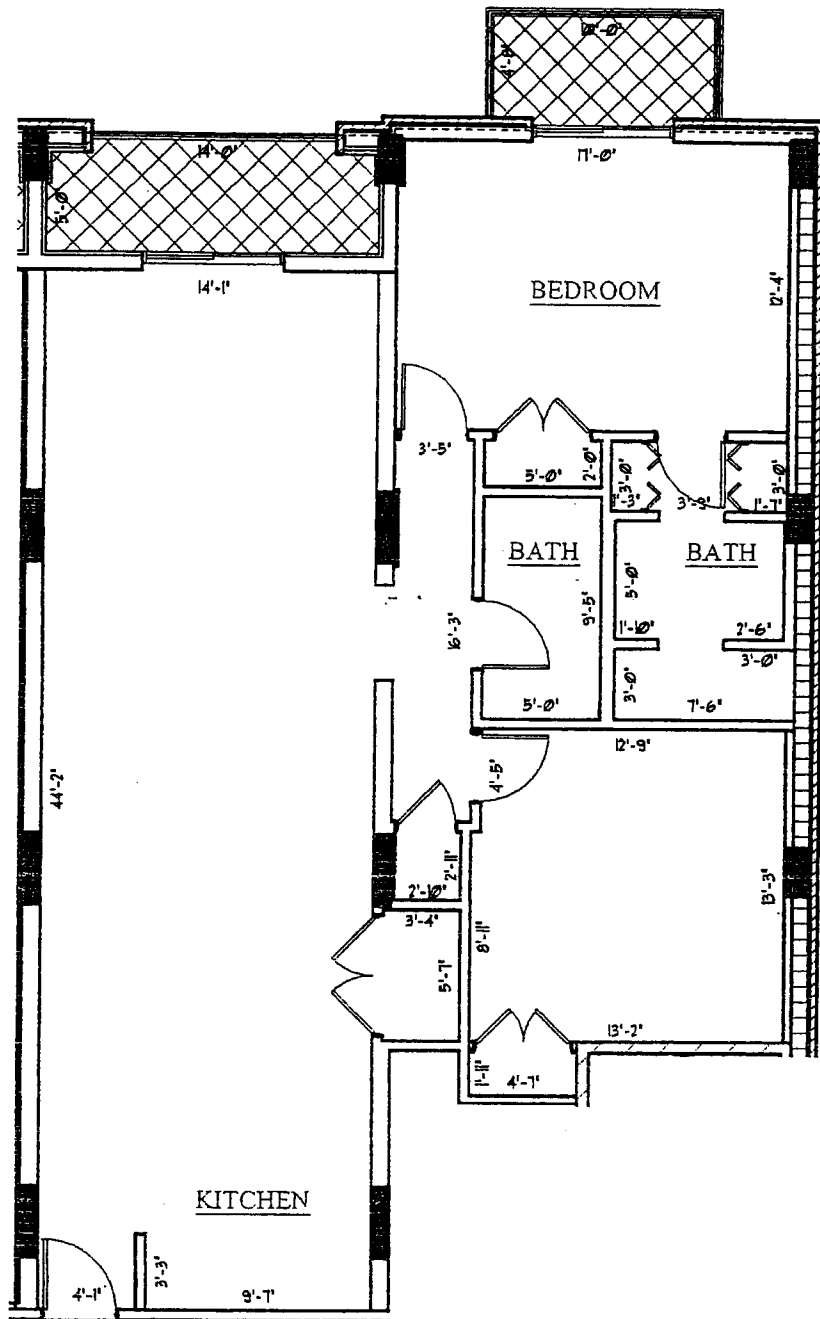


Similar Units:

{904}

GILCHRIST UNIT 804	<p><u>Legend:</u></p>  Limited Common Elements Scale: 1/8" = 1'-0"	<p><u>Building Area:</u></p> Three Bedroom Unit: 1,495 SQ. FT. 2 Balconies: 123 SQ. FT. Total: 1,618 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
		TALLAHASSEE CENTER, A CONDOMINIUM	





Similar Units:

{905 & 1003}

DUVAL

UNIT 805

Legend:



Limited Common Elements

Scale: 1/8" = 1'-0"

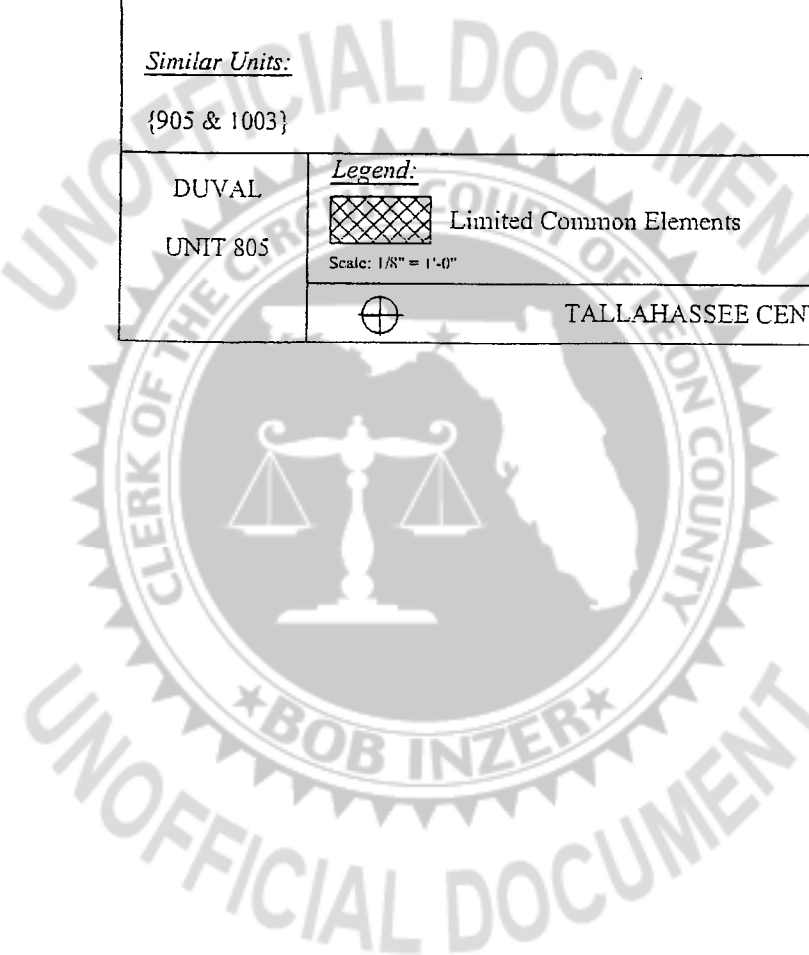


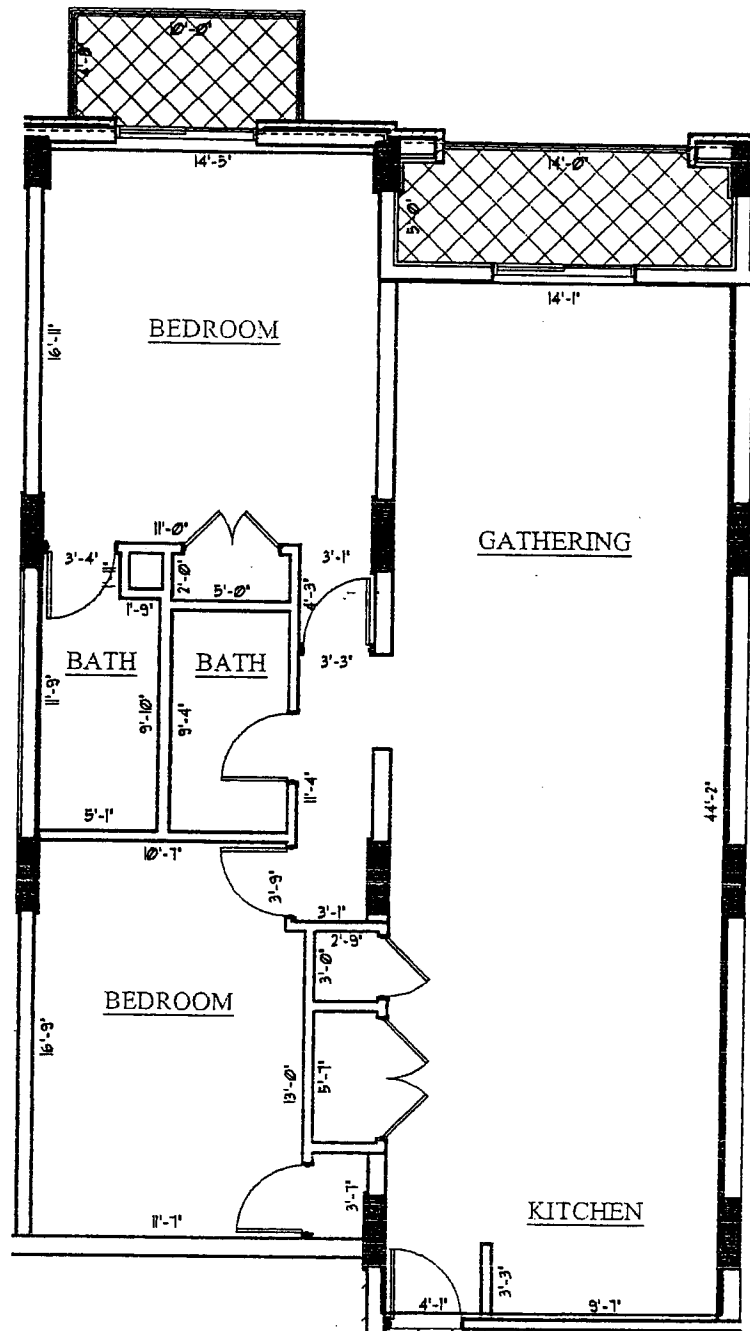
TALLAHASSEE CENTER, A CONDOMINIUM

Building Area:

Two Bedroom Unit: 1,305 SQ. FT.
 2 Balconies: 123 SQ. FT.
 Total: 1,428 SQ. FT.

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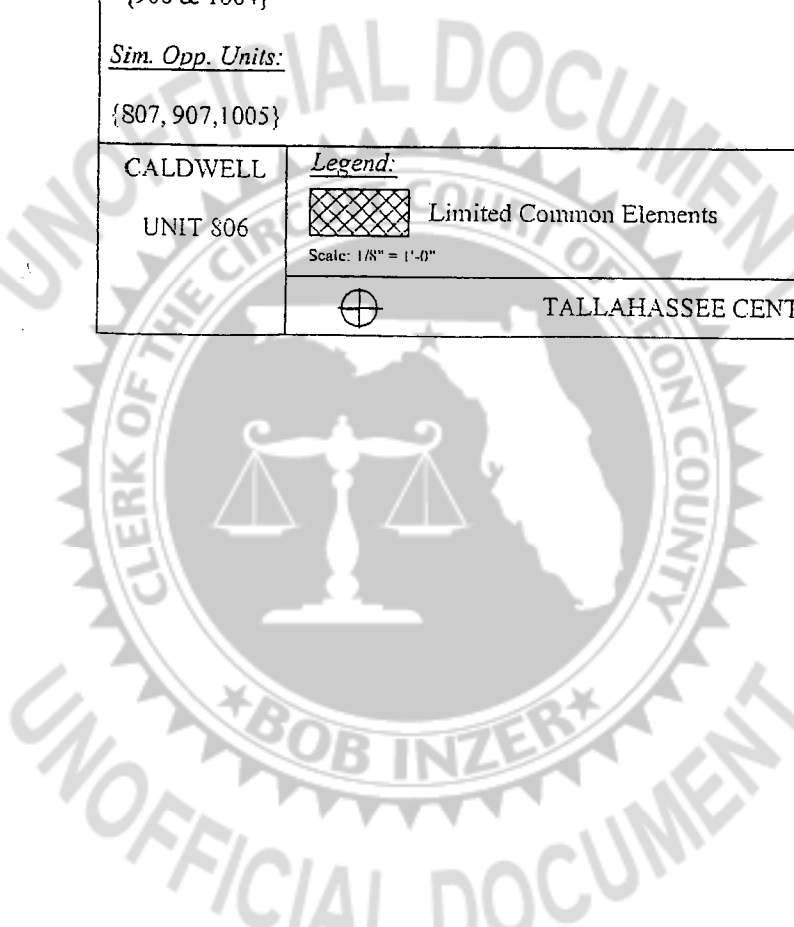
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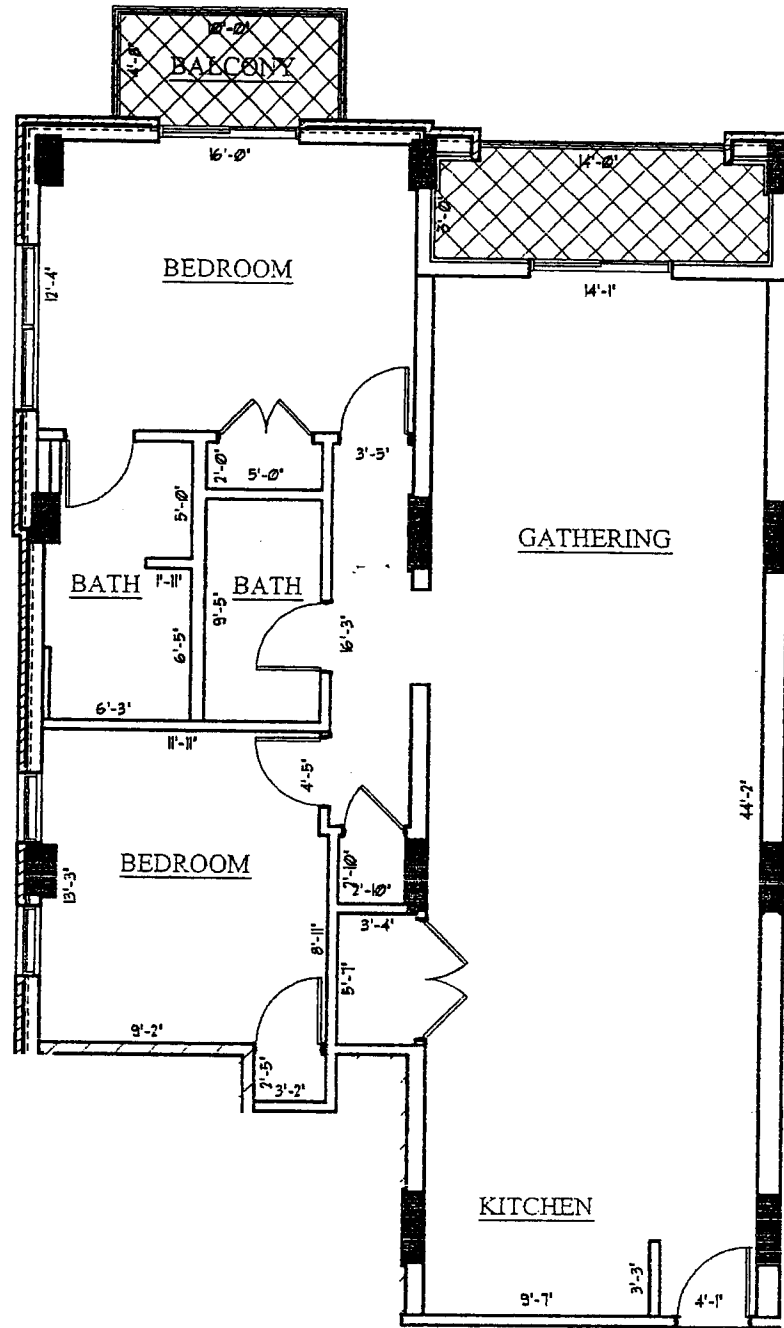
{906 & 1004}

Sim. Opp. Units:

{807, 907, 1005}



CALDWELL	<u>Legend:</u>	<u>Building Area:</u>	BARNETT FRONCZAK ARCHITECTS
UNIT 806	 Limited Common Elements Scale: 1/8" = 1'-0"	Two Bedroom Unit: 1,320 SQ. FT. 2 Balconies: 123 SQ. FT. Total: 1,443 SQ. FT.	
 TALLAHASSEE CENTER, A CONDOMINIUM			

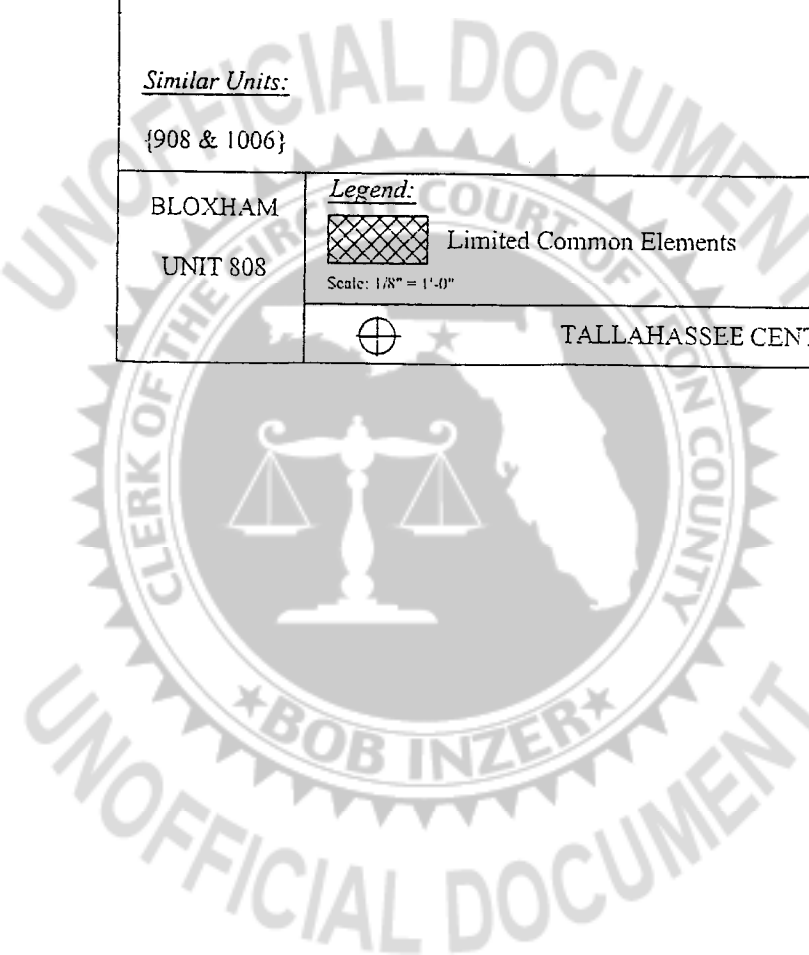


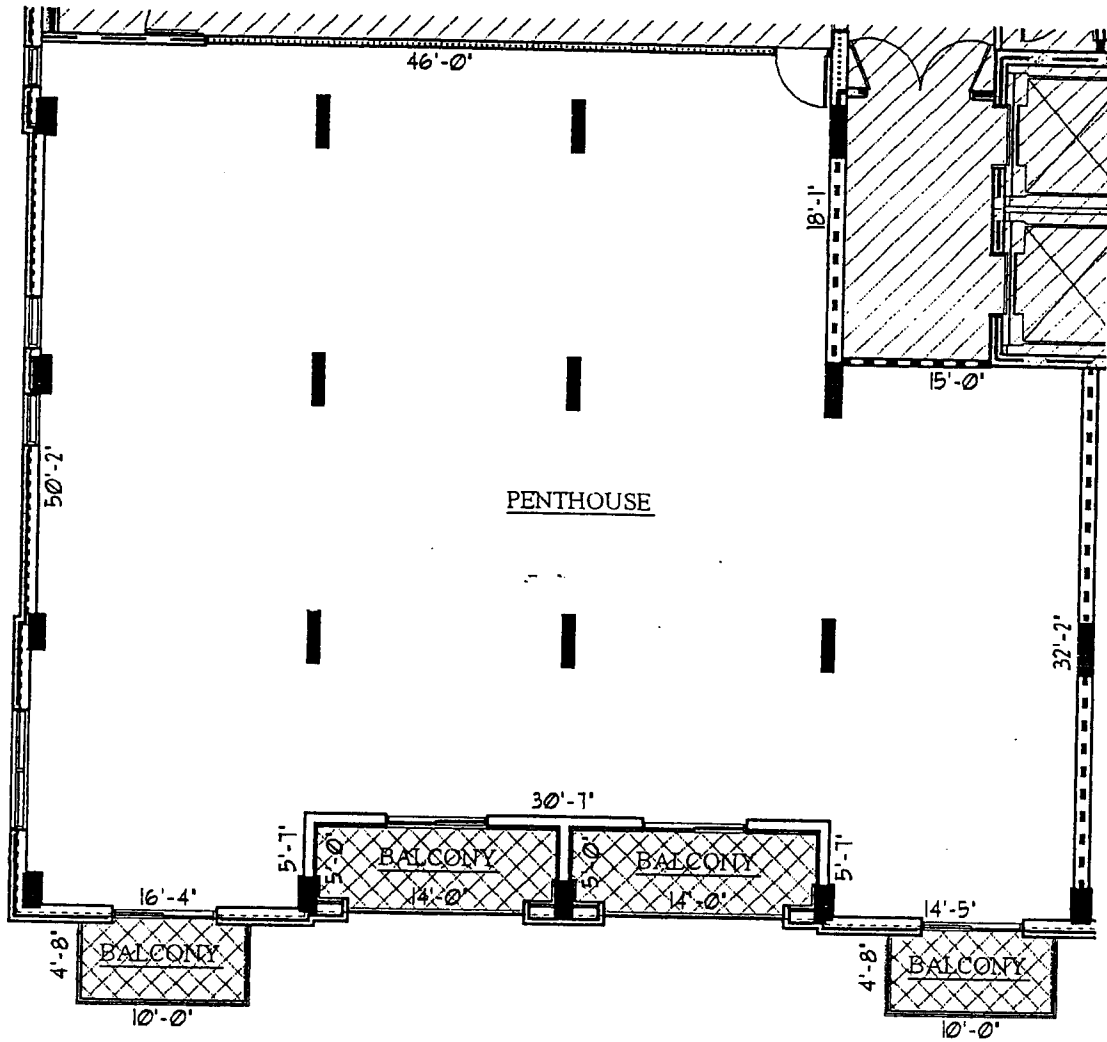




Similar Units:

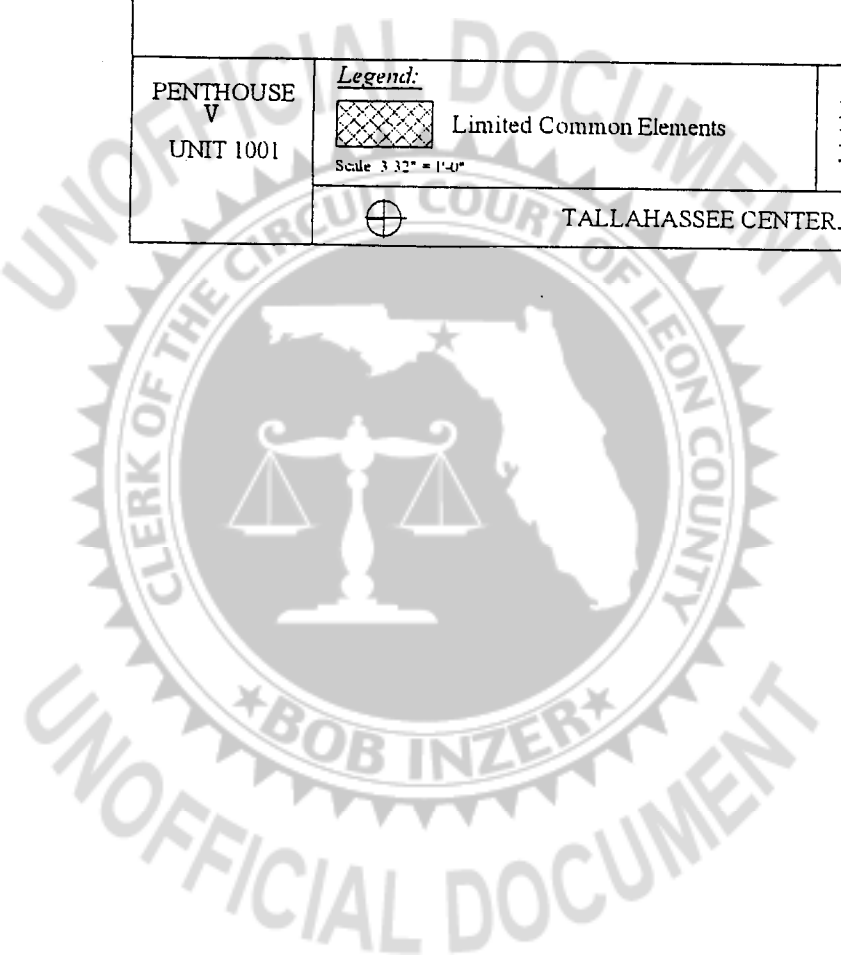
{908 & 1006}

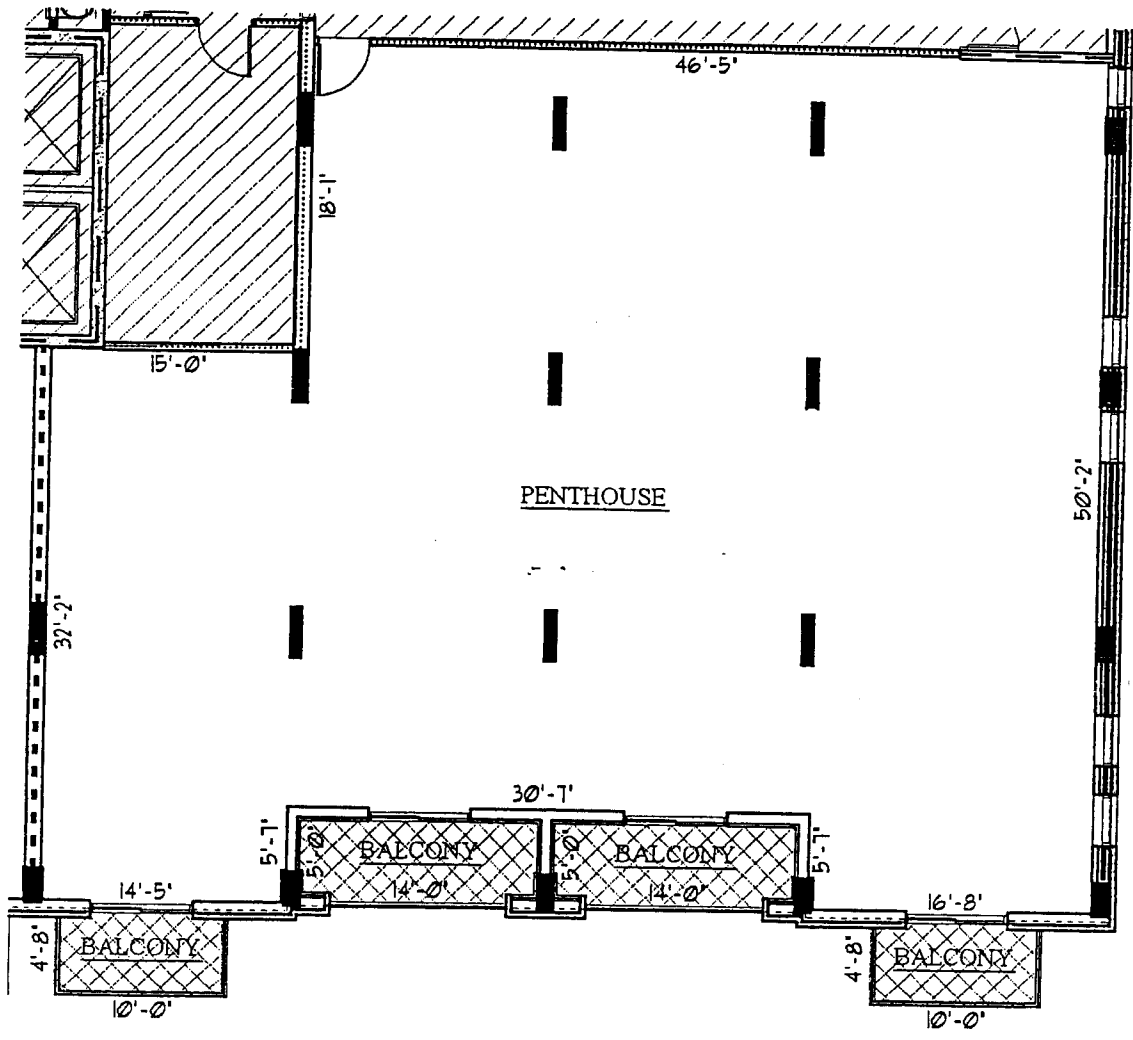
BLOXHAM UNIT 808	<p><u>Legend:</u></p>  Limited Common Elements Scale: 1/8" = 1'-0"	<p><u>Building Area:</u></p> Two Bedroom Unit: 1,259 SQ. FT. 2 Balconies: 123 SQ. FT. Total: 1,382 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		





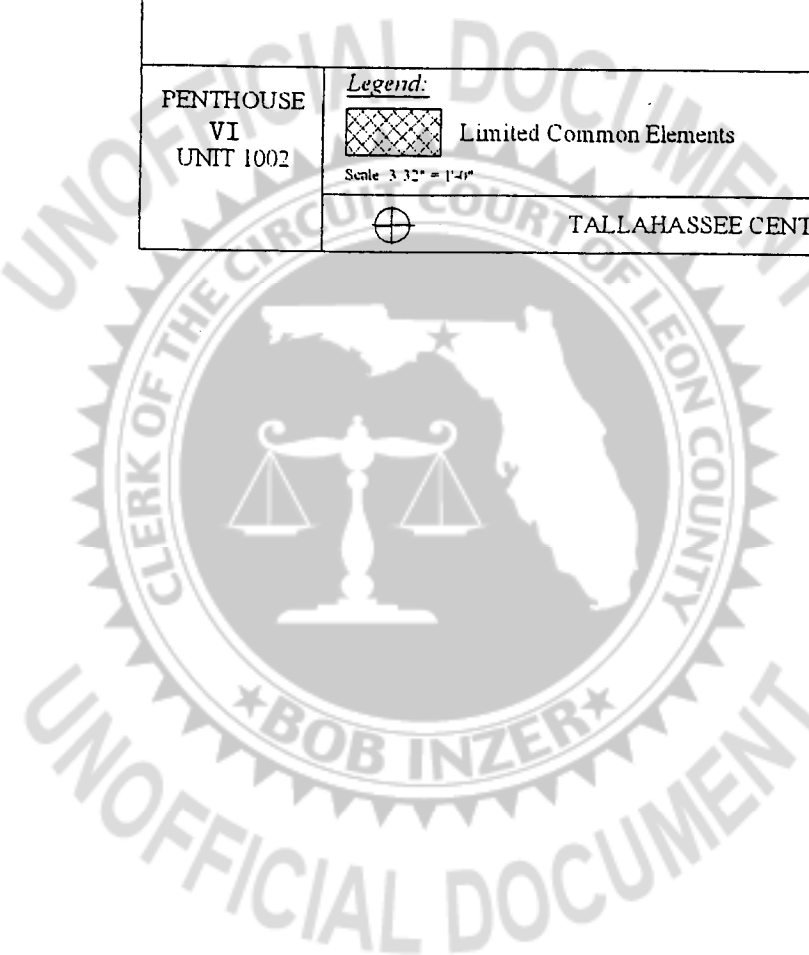


PENTHOUSE UNIT 1001	Legend:  Limited Common Elements Scale 3/32" = 1'-0"	Building Area: Penthouse Unit: 2,613 SQ. FT. Balcony: 246 SQ. FT. Total: 2,859 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		

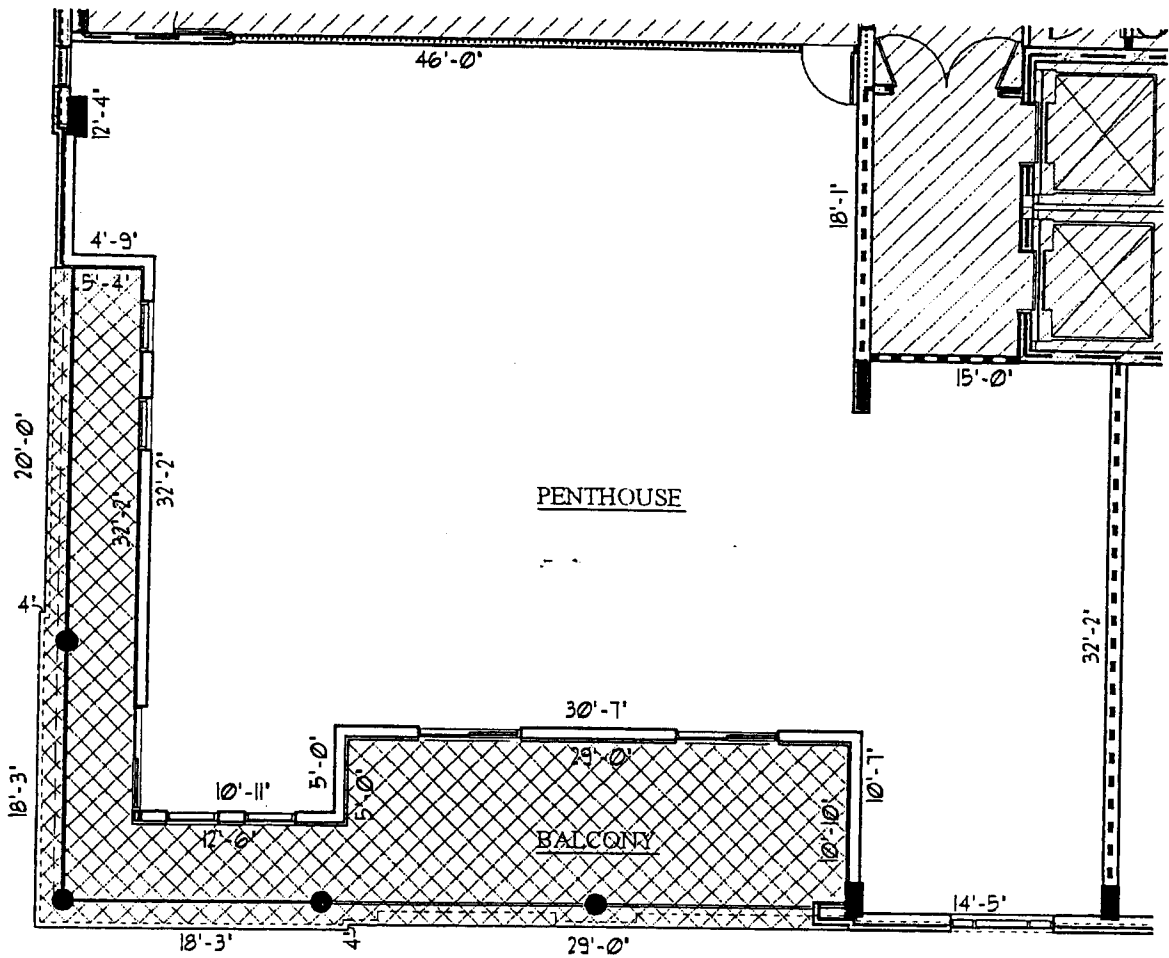






PENTHOUSE VI UNIT 1002	Legend:  Limited Common Elements Scale: 3/32" = 1'-0" 	Building Area: Penthouse Unit: 2,649 SQ. FT. Balcony: 246 SQ. FT. Total: 2,895 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
TALLAHASSEE CENTER, A CONDOMINIUM			

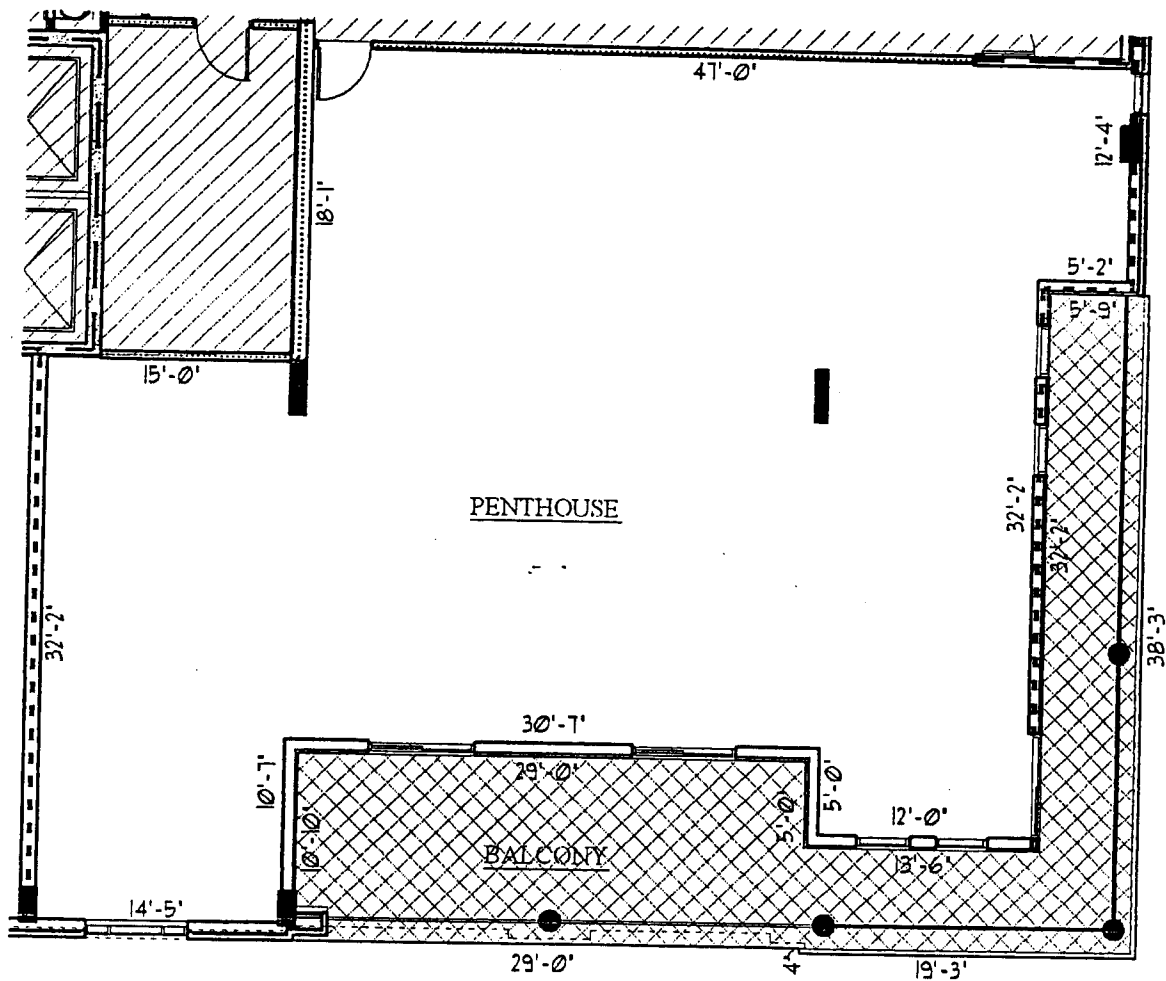




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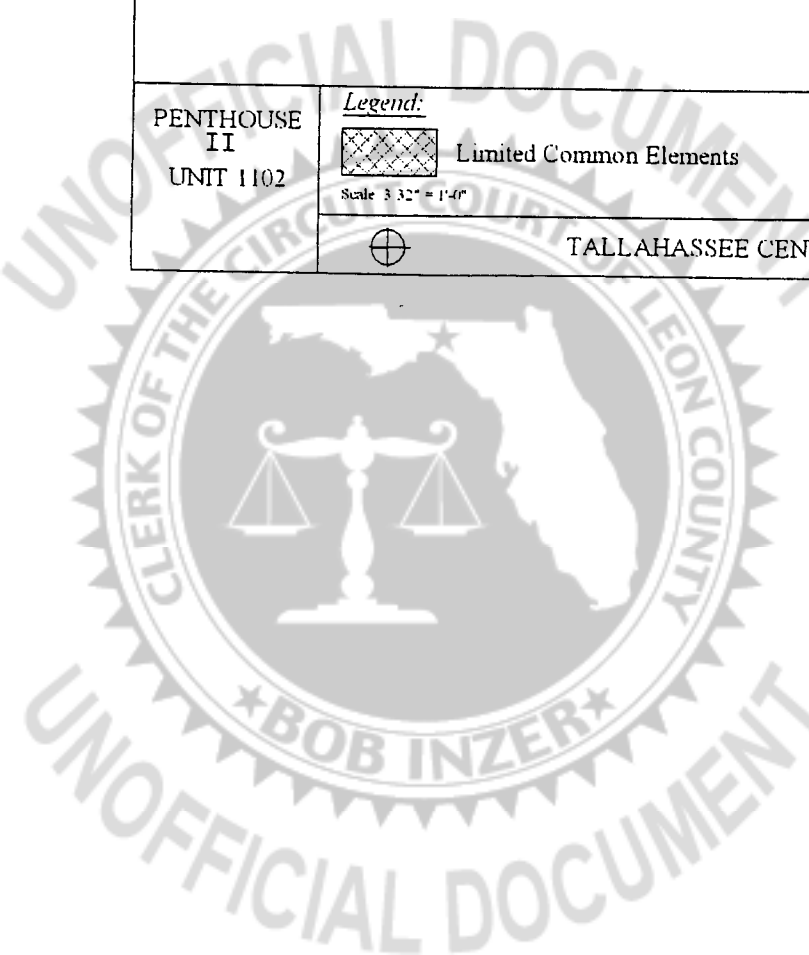


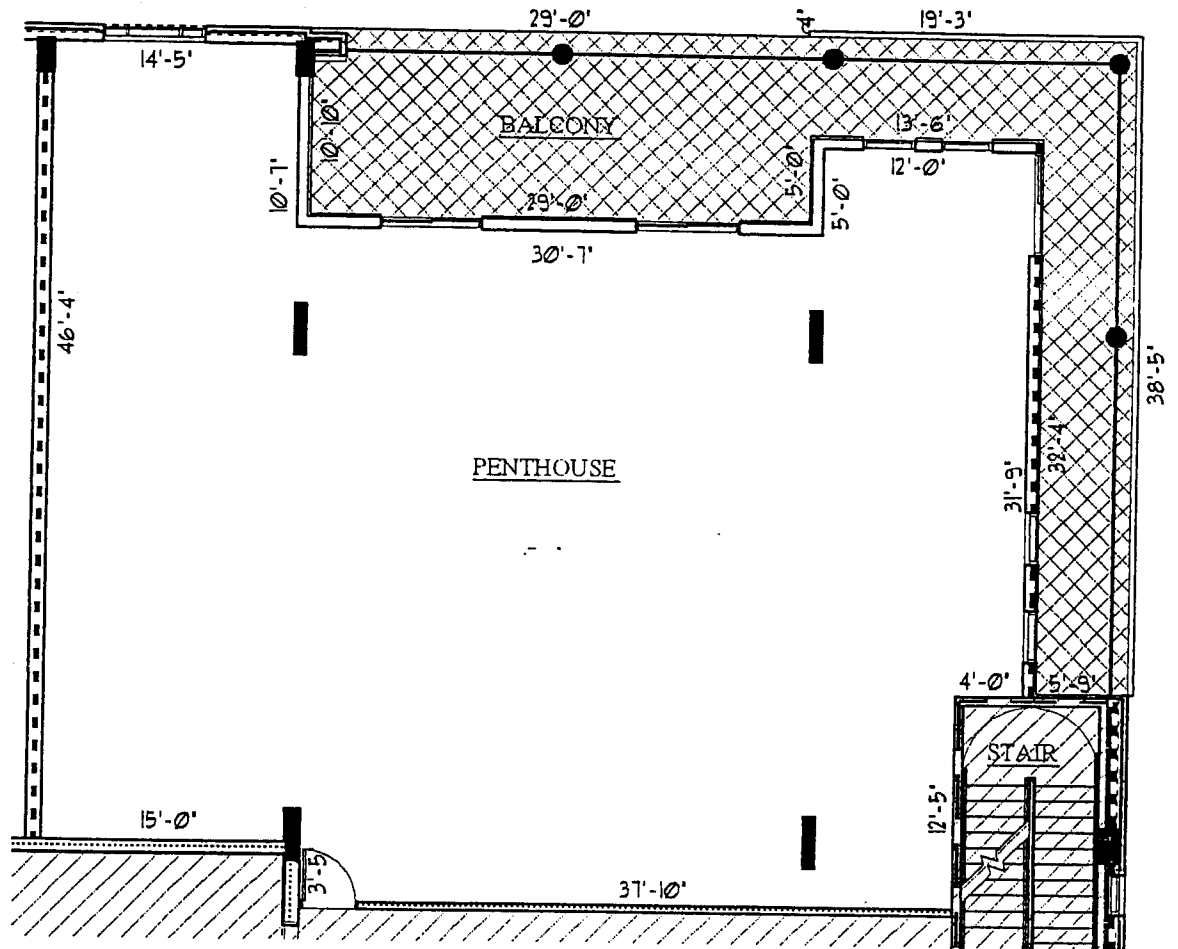
PENTHOUSE I UNIT 1101	Legend:  Limited Common Elements Scale 3/32" = 1'-0"	Building Area: Penthouse Unit: 2,206 SQ. FT. Balcony: 597 SQ. FT. Total: 2,803 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		





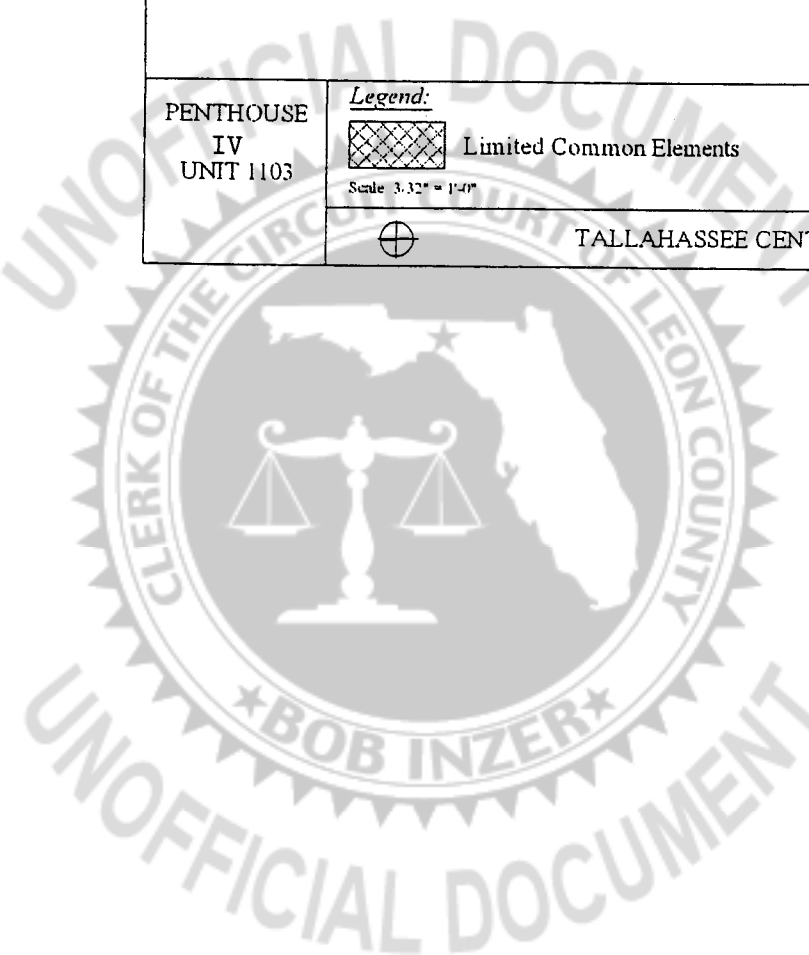


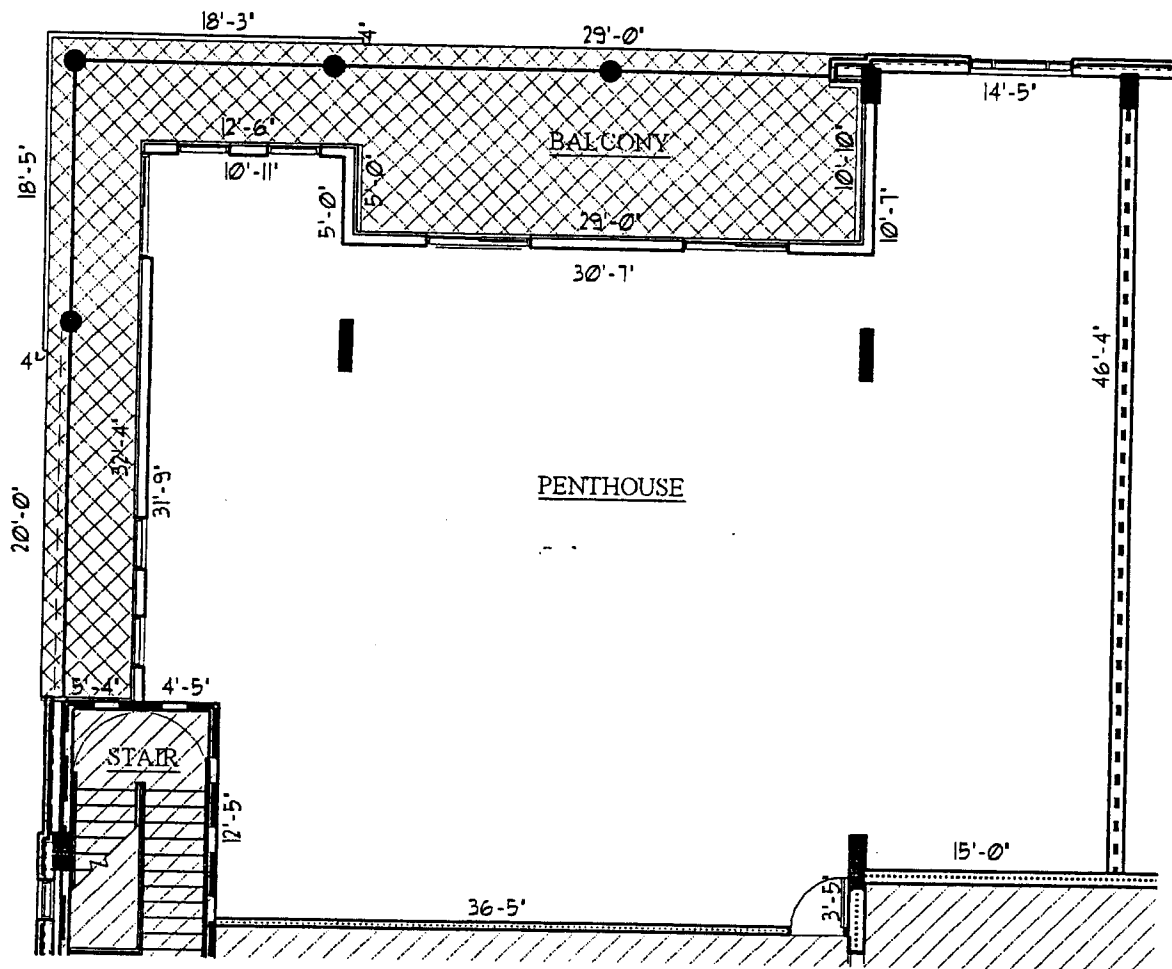
PENTHOUSE II UNIT 1102	<p><u>Legend:</u></p>  Limited Common Elements Scale 3/32" = 1'-0" 	<p><u>Building Area:</u></p> Penthouse Unit: 2,254 SQ. FT. Balcony: 616 SQ. FT. Total: 2,803 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
TALLAHASSEE CENTER, A CONDOMINIUM			





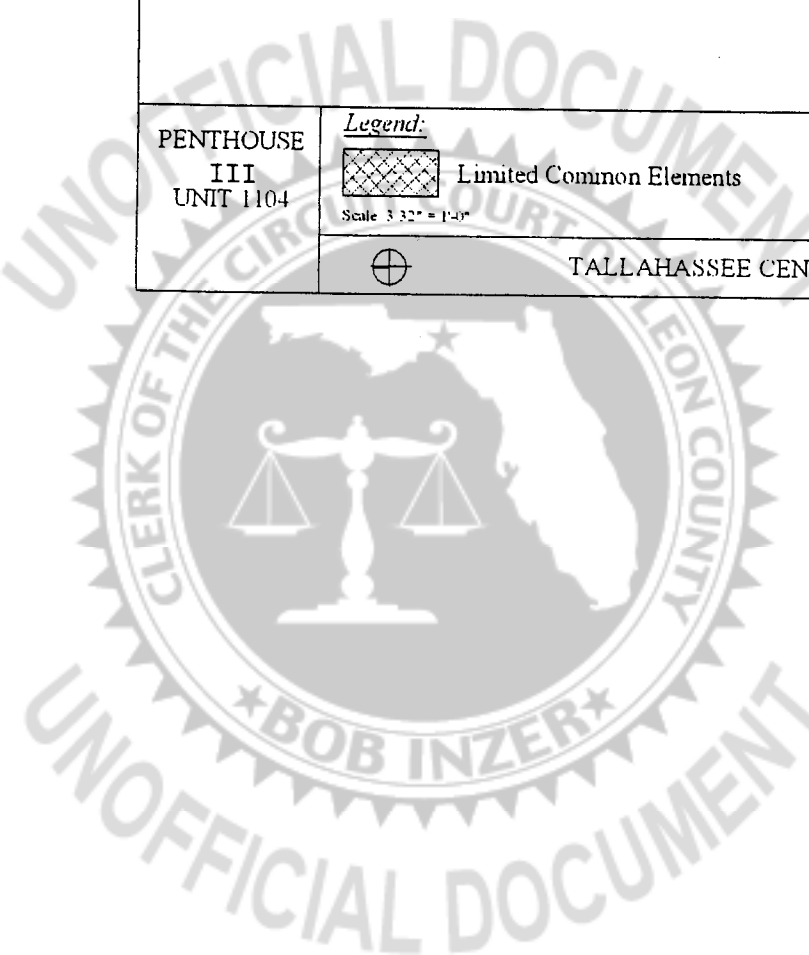


PENTHOUSE IV UNIT 1103	Legend:  Limited Common Elements Scale 3/32" = 1'-0"	Building Area: Penthouse Unit: 2,334 SQ. FT. Balcony: 617 SQ. FT. Total: 2,951 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
	 TALLAHASSEE CENTER, A CONDOMINIUM		

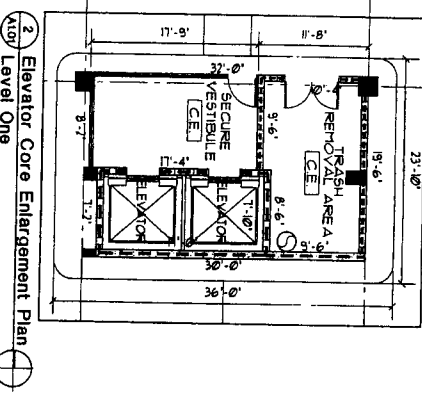




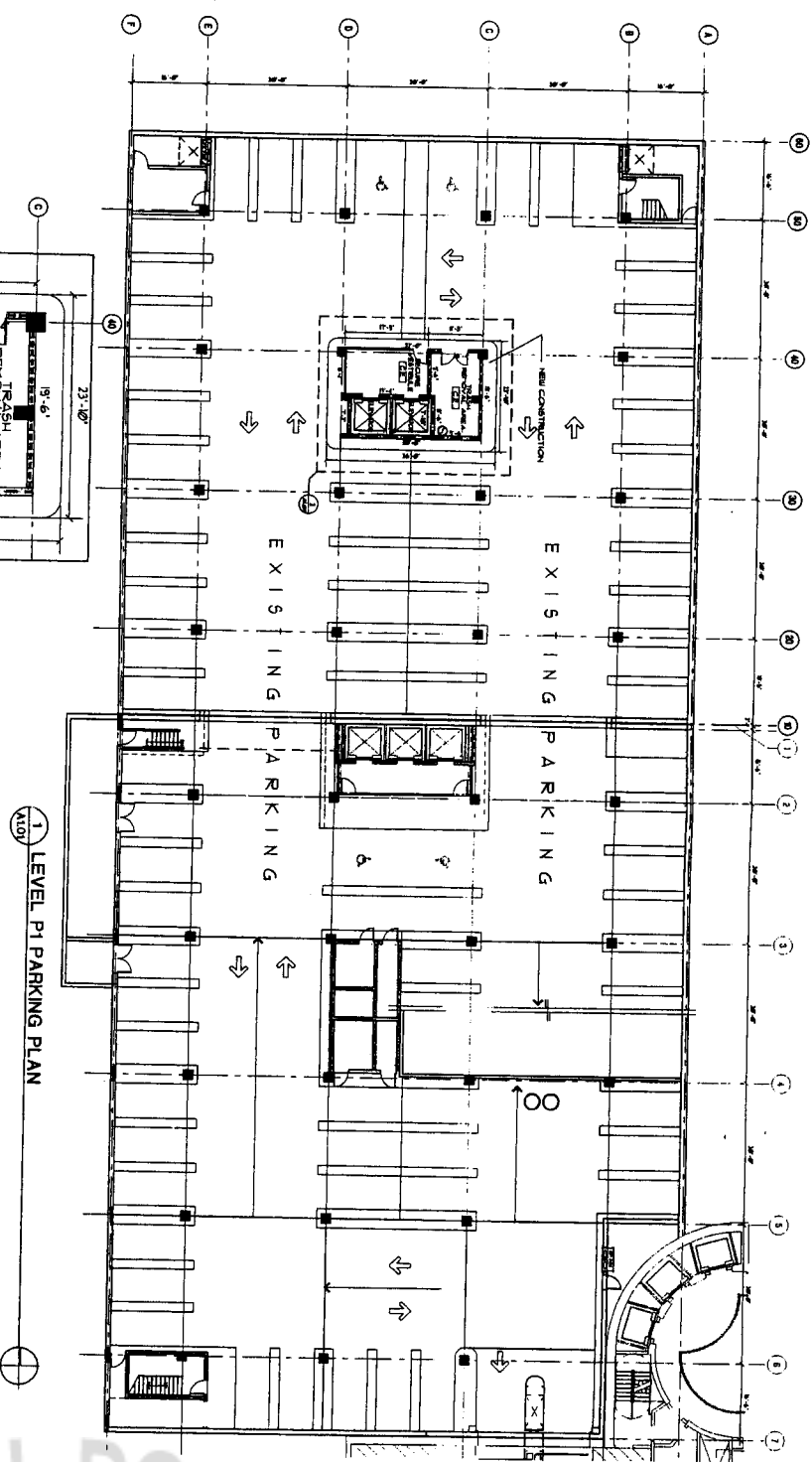
PENTHOUSE III UNIT 1104	<p><u>Legend:</u></p>  Limited Common Elements Scale 3/32" = 1'-0" 	<p><u>Building Area:</u></p> Penthouse Unit: 2.284 SQ. FT. Balcony: 601 SQ. FT. Total: 2.885 SQ. FT.	BARNETT FRONCZAK ARCHITECTS
TALLAHASSEE CENTER, A CONDOMINIUM			



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A1.01 Elevator Core Enlargement Plan
 Also Level One



A1.00 LEVEL P1 PARKING PLAN

**BARNETT
FRONCZAK
ARCHITECTS**

PROJECT CODE
 21. MAR 07 2005
 DATE

OWNER
 Tallahassee Center
 Condominium

DATE
 2/1/05

A1.01

NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE FLORIDA BUILDING CODE (FBC).

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE (IMC) AND THE FLORIDA MECHANICAL AND ELECTRICAL PLUMBING CODE (FMCP).

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE FLORIDA FIRE AND SAFETY CODE (FFSC).

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC) AND THE FLORIDA PLUMBING AND MECHANICAL CODE (FPMC).

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE FLORIDA ELECTRICAL CODE (FEC).

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE (IMC) AND THE FLORIDA MECHANICAL AND ELECTRICAL PLUMBING CODE (FMCP).

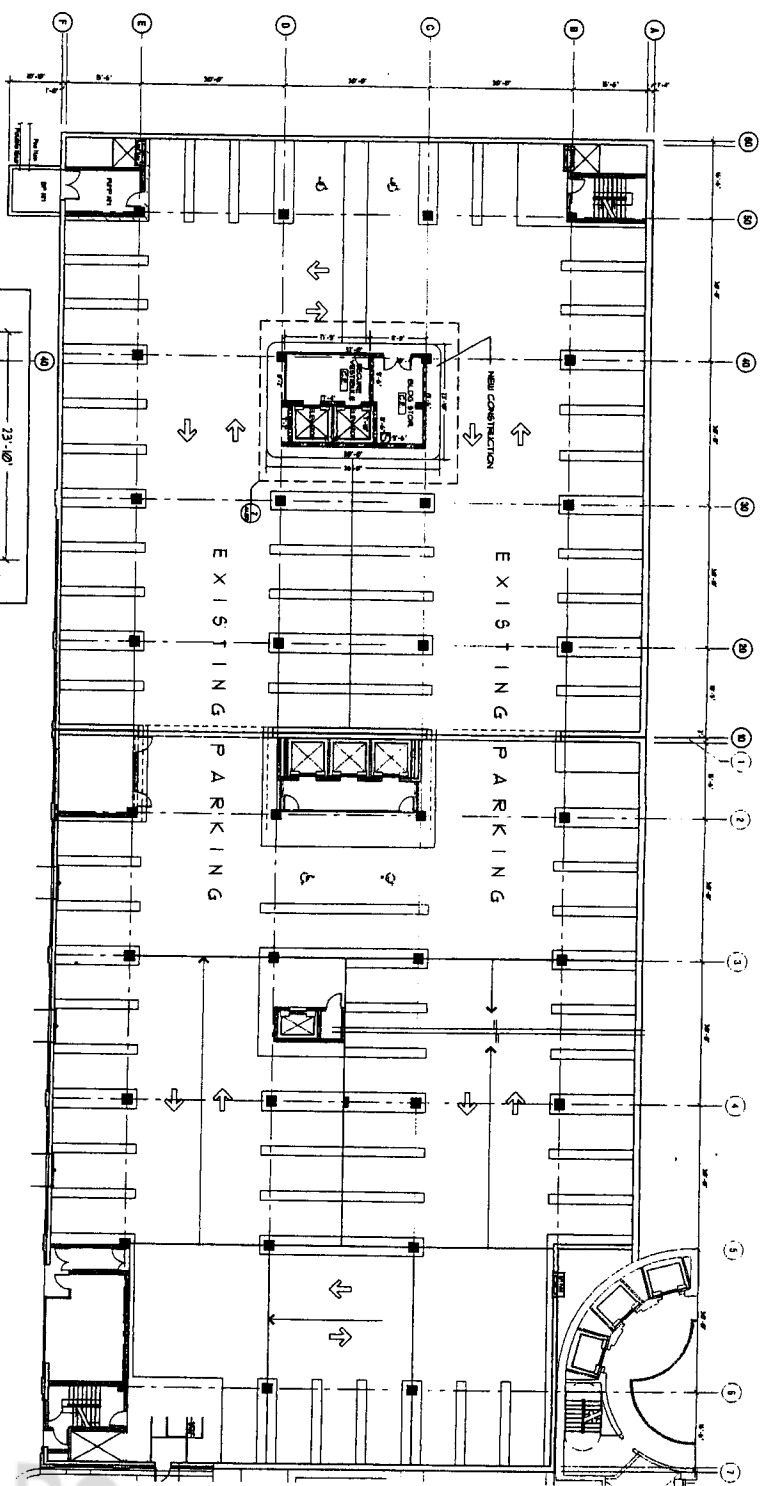
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE FLORIDA FIRE AND SAFETY CODE (FFSC).

8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC) AND THE FLORIDA PLUMBING AND MECHANICAL CODE (FPMC).

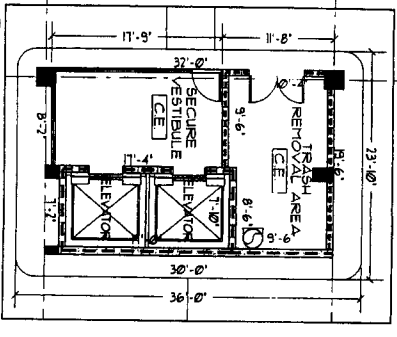
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE FLORIDA ELECTRICAL CODE (FEC).

225 SOUTH GADSDEN ST. TALLAHASSEE, FLORIDA 32301
 PHONE: 904.944.1111 FAX: 904.944.1112





1 LEVEL P2 PARKING PLAN



2 Elevator Core Enlargement Plan

NOTES

1. ALL CONCRETE AND CORE REINFORCEMENT SHALL BE CAST IN PLACE.
2. ALL CONCRETE SHALL BE CAST IN PLACE.
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10. ALL CONCRETE SHALL BE CAST IN PLACE.

**BARNETT
FRONCZAK
ARCHITECTS**

PROJECT NO. 240

DATE: 31 JANUARY 2005

FOOTING

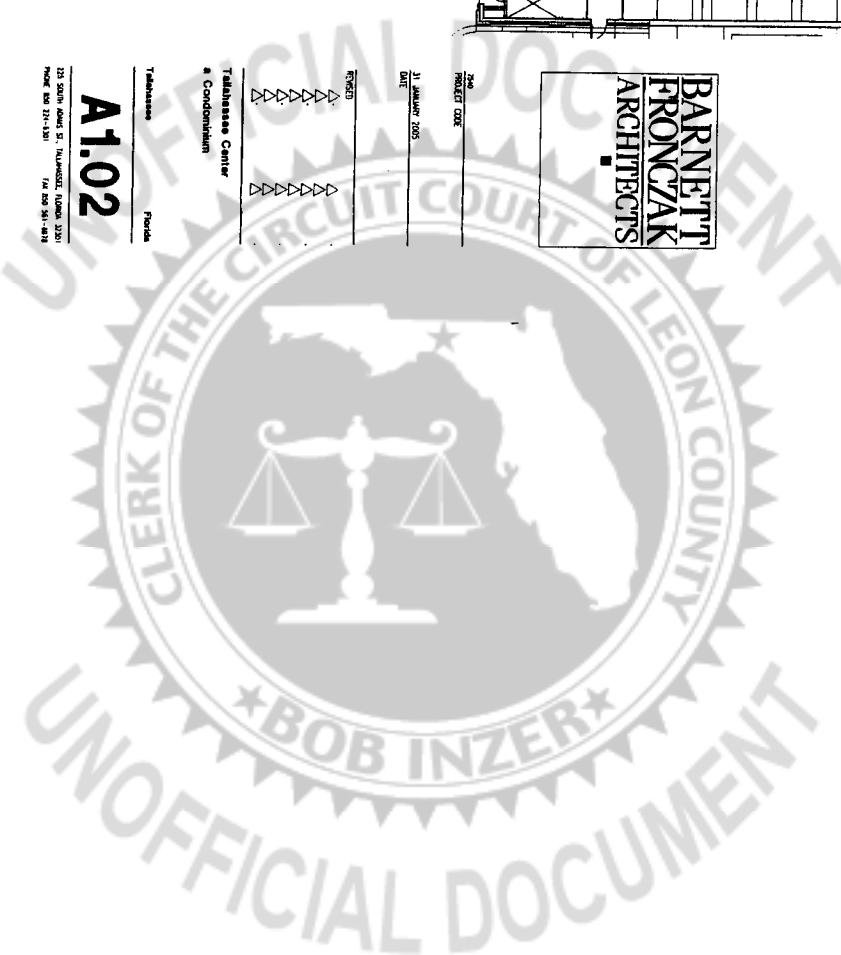


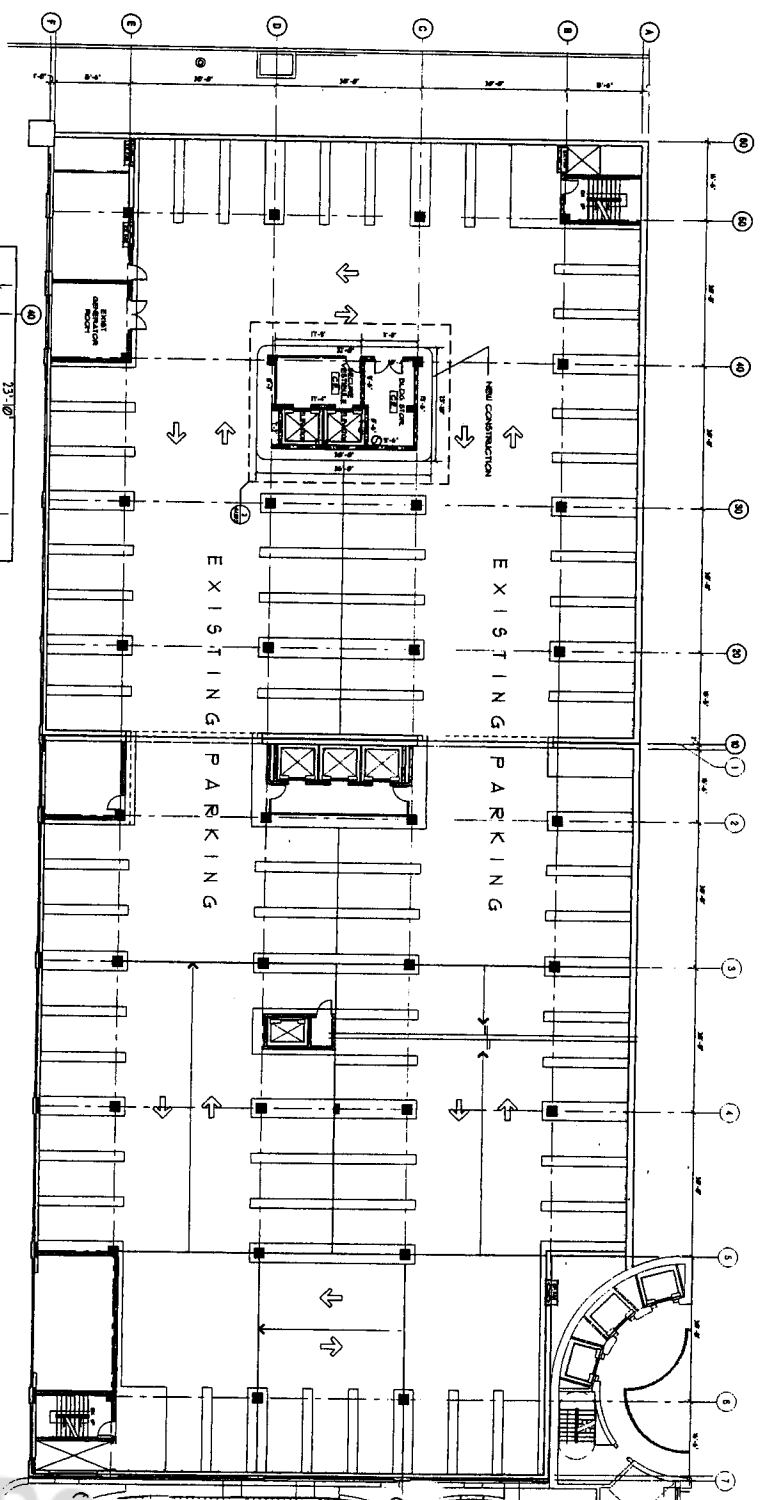
Tallahassee Center
a Condominium

Tallahassee Florida

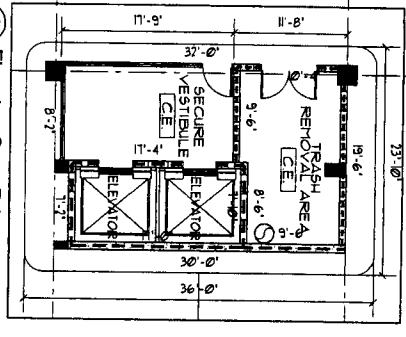
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225 SOUTH DOUGLASS ST., TALLAHASSEE, FLORIDA 32301
PHONE: 904-271-1331 FAX: 904-291-4819





1 LEVEL P3 PARKING PLAN



2 Elevator Core Enlargement Plan Level Three

NOTES

1. REFER TO SHEET A1.03 FOR GENERAL NOTES.

2. REFER TO SHEET A1.04 FOR GENERAL NOTES.

3. REFER TO SHEET A1.05 FOR GENERAL NOTES.

4. REFER TO SHEET A1.06 FOR GENERAL NOTES.

5. REFER TO SHEET A1.07 FOR GENERAL NOTES.

6. REFER TO SHEET A1.08 FOR GENERAL NOTES.

7. REFER TO SHEET A1.09 FOR GENERAL NOTES.

8. REFER TO SHEET A1.10 FOR GENERAL NOTES.

9. REFER TO SHEET A1.11 FOR GENERAL NOTES.

10. REFER TO SHEET A1.12 FOR GENERAL NOTES.

**BARNETT
FRONCZAK
ARCHITECTS**

DATE: 31 JANUARY 2005
PROJECT CODE: 7046

REVISIONS

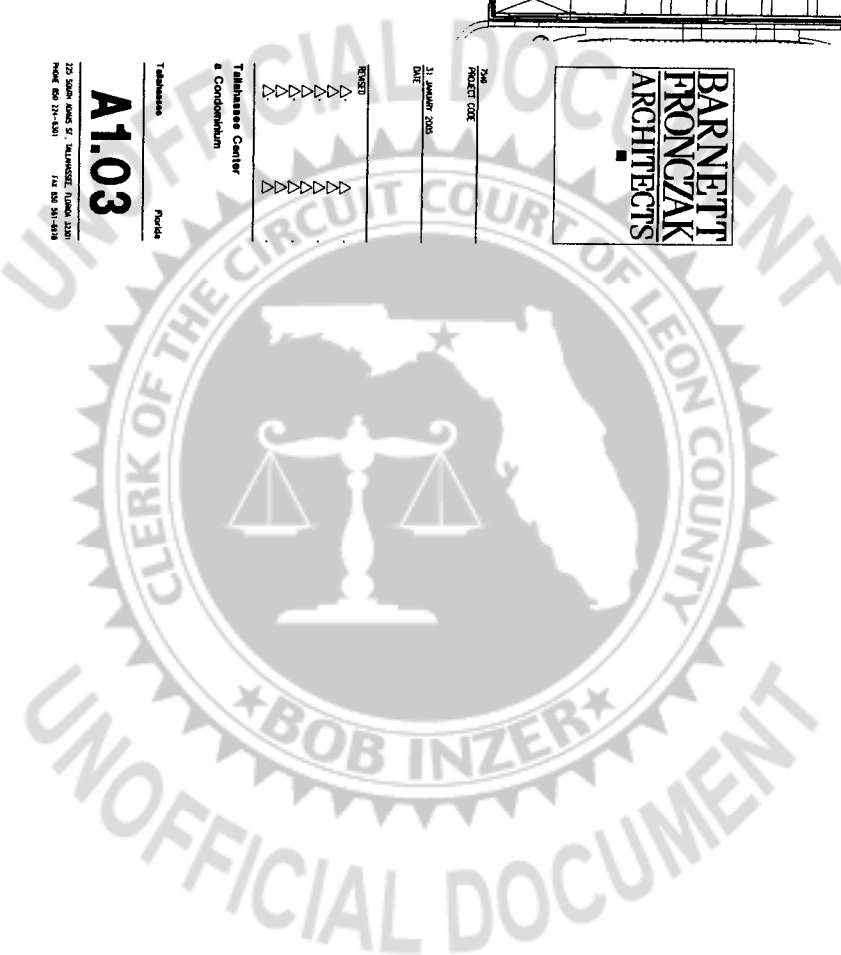
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Tallahassee Center
& Condominium

Tallahassee Florida

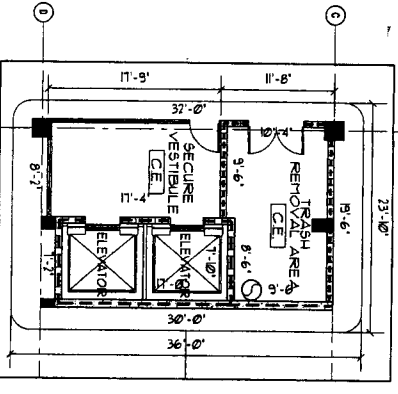
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220 SOUTH GARDEN ST., TALLAHASSEE, FLORIDA 32301
PHONE: 904-221-4301 FAX: 904-221-4309

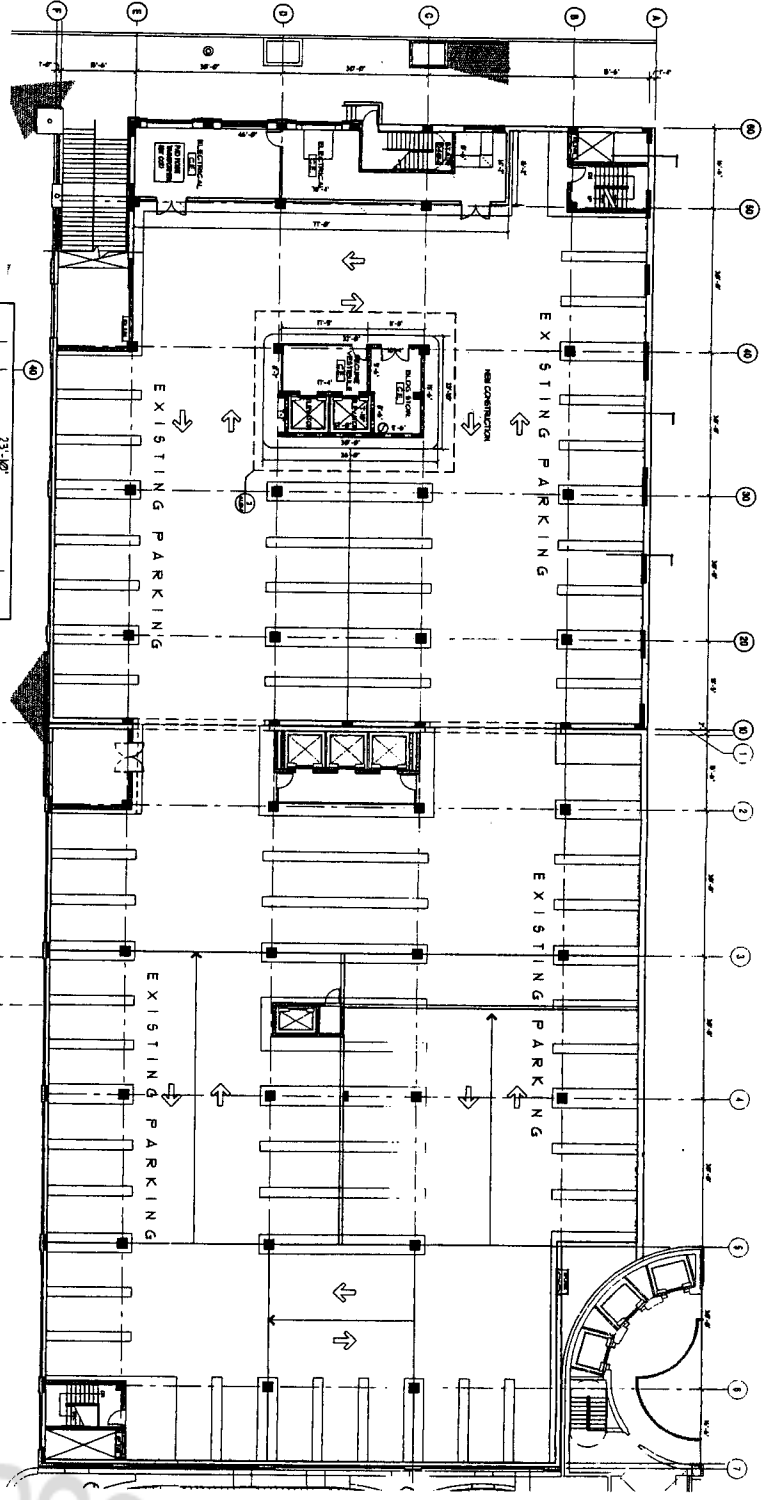


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2 Elevator Core Enlargement Plan
A104 Level Four



1 LEVEL P4 PARKING PLAN
A104



**BARNETT
FRONCZAK
ARCHITECTS**

NOTES

1. ALL CONSTRUCTION AND EXISTING WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE FLORIDA BUILDING CODE (FBC).

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE (IMC) AND THE FLORIDA MECHANICAL AND ELECTRICAL PLUMBING CODE (FMPC).

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE FLORIDA FIRE AND SAFETY CODE (FFSC).

4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND THE FLORIDA ENERGY CONSERVATION CODE (FECC).

5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC) AND THE FLORIDA PLUMBING AND MECHANICAL CODE (FPMC).

6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE FLORIDA ELECTRICAL CODE (FEC).

7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE FLORIDA FIRE AND SAFETY CODE (FFSC).

8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE (IMC) AND THE FLORIDA MECHANICAL AND ELECTRICAL PLUMBING CODE (FMPC).

9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE FLORIDA BUILDING CODE (FBC).

10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE FLORIDA FIRE AND SAFETY CODE (FFSC).

REVISIONS

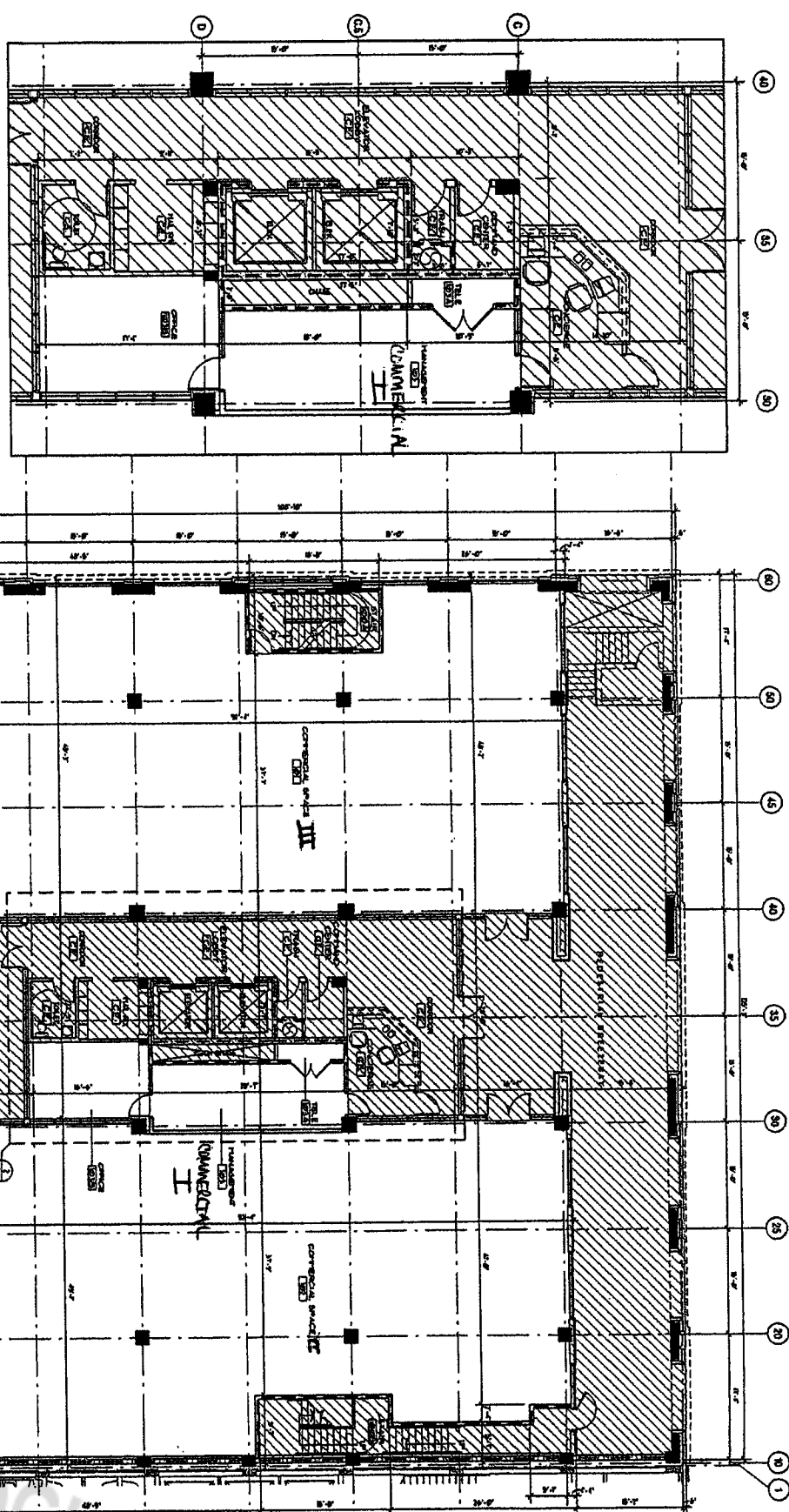
NO.	DATE	DESCRIPTION
1	11/15/2005	ISSUED FOR PERMITS

TABALASSA CENTER
a Condominium
Tallahassee, Florida

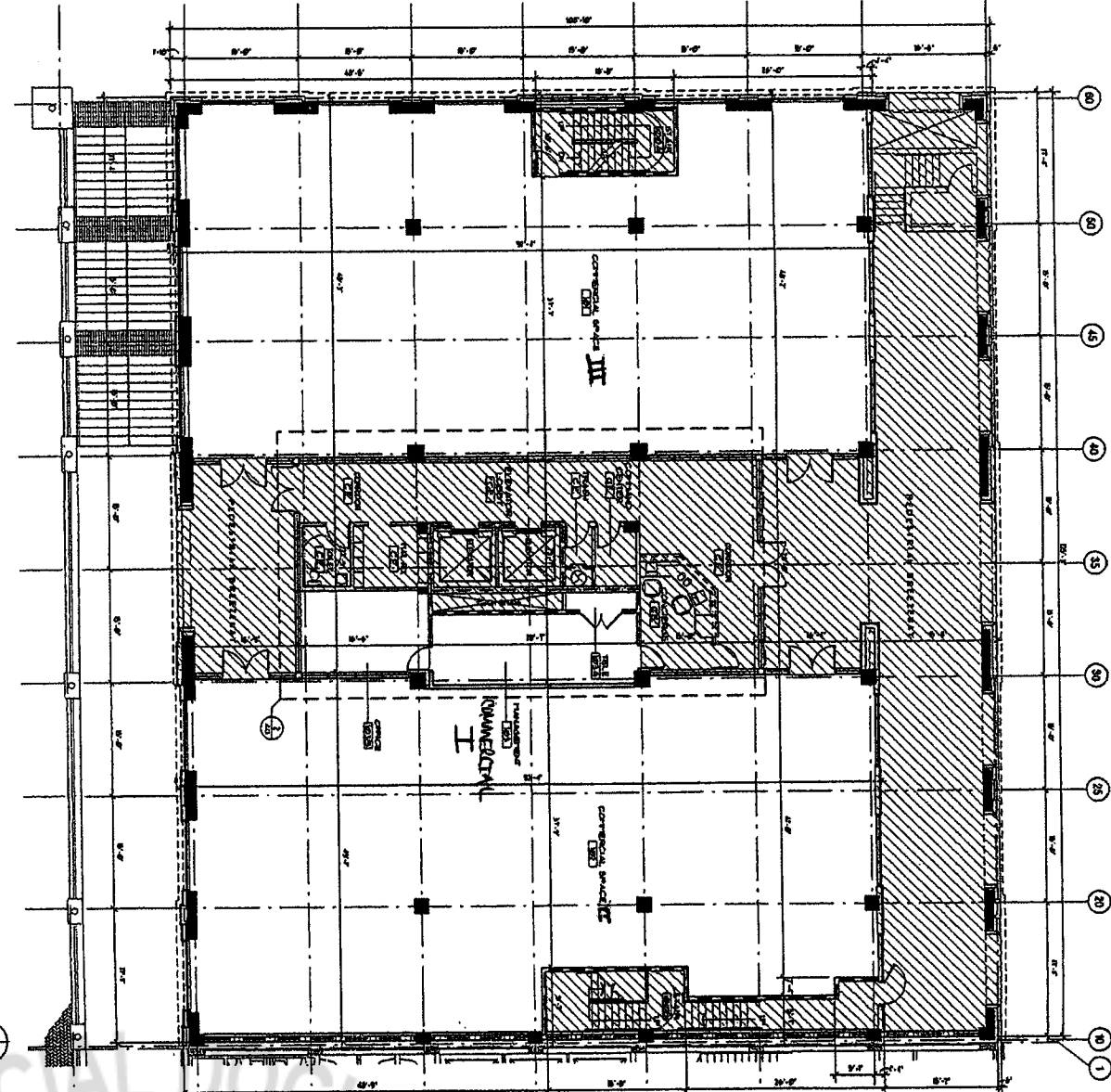
A1.04

705 SOUTH GARDNER STREET, TALLAHASSEE, FLORIDA 32301
PHONE: 904.271.3333 FAX: 904.271.4939





2 Elevator Core Enlargement Plan
A11 Level One



1 PROPOSED LEVEL ONE FLOOR PLAN
A11
GRAPHIC SCALE

LEGEND

- CONCRETE SLAB
- 1" GRID CONCRETE SLAB
- ROOF SLAB
- WALL
- CONCRETE SLAB
- CONCRETE SLAB

NOTES

1. ALL CONSTRUCTION AND MATERIALS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE AMERICAN INSTITUTE OF ARCHITECTS AND THE CONSTRUCTION MATERIALS AND METHODS COUNCIL OF AMERICA.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE AMERICAN INSTITUTE OF ARCHITECTS AND THE CONSTRUCTION MATERIALS AND METHODS COUNCIL OF AMERICA.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE AMERICAN INSTITUTE OF ARCHITECTS AND THE CONSTRUCTION MATERIALS AND METHODS COUNCIL OF AMERICA.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE AMERICAN INSTITUTE OF ARCHITECTS AND THE CONSTRUCTION MATERIALS AND METHODS COUNCIL OF AMERICA.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS OF THE AMERICAN INSTITUTE OF ARCHITECTS AND THE CONSTRUCTION MATERIALS AND METHODS COUNCIL OF AMERICA.

**BARNETT
FRONCZAK
ARCHITECTS**

310
PROJECT CODE
31 JANUARY 2005
DATE

RINGS

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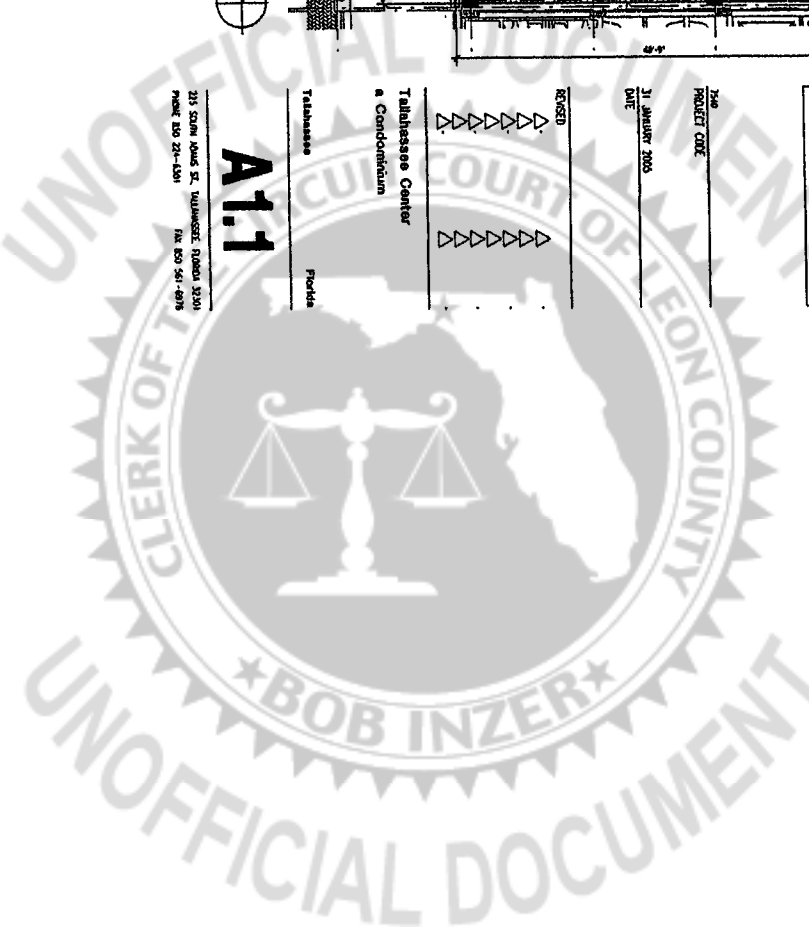
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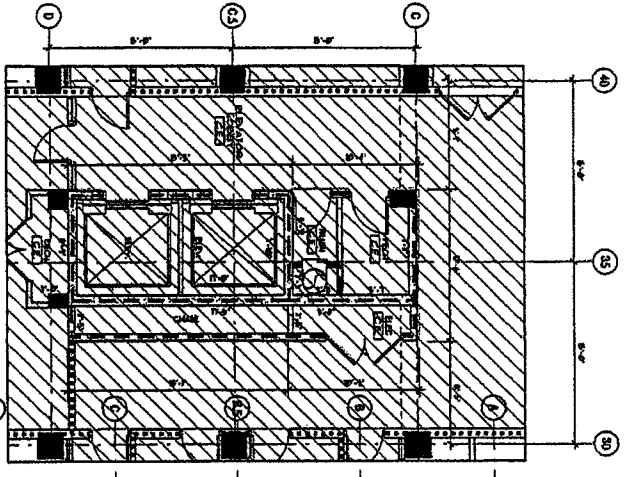
Tallahassee Center
a Condominium
Tallahassee
Florida

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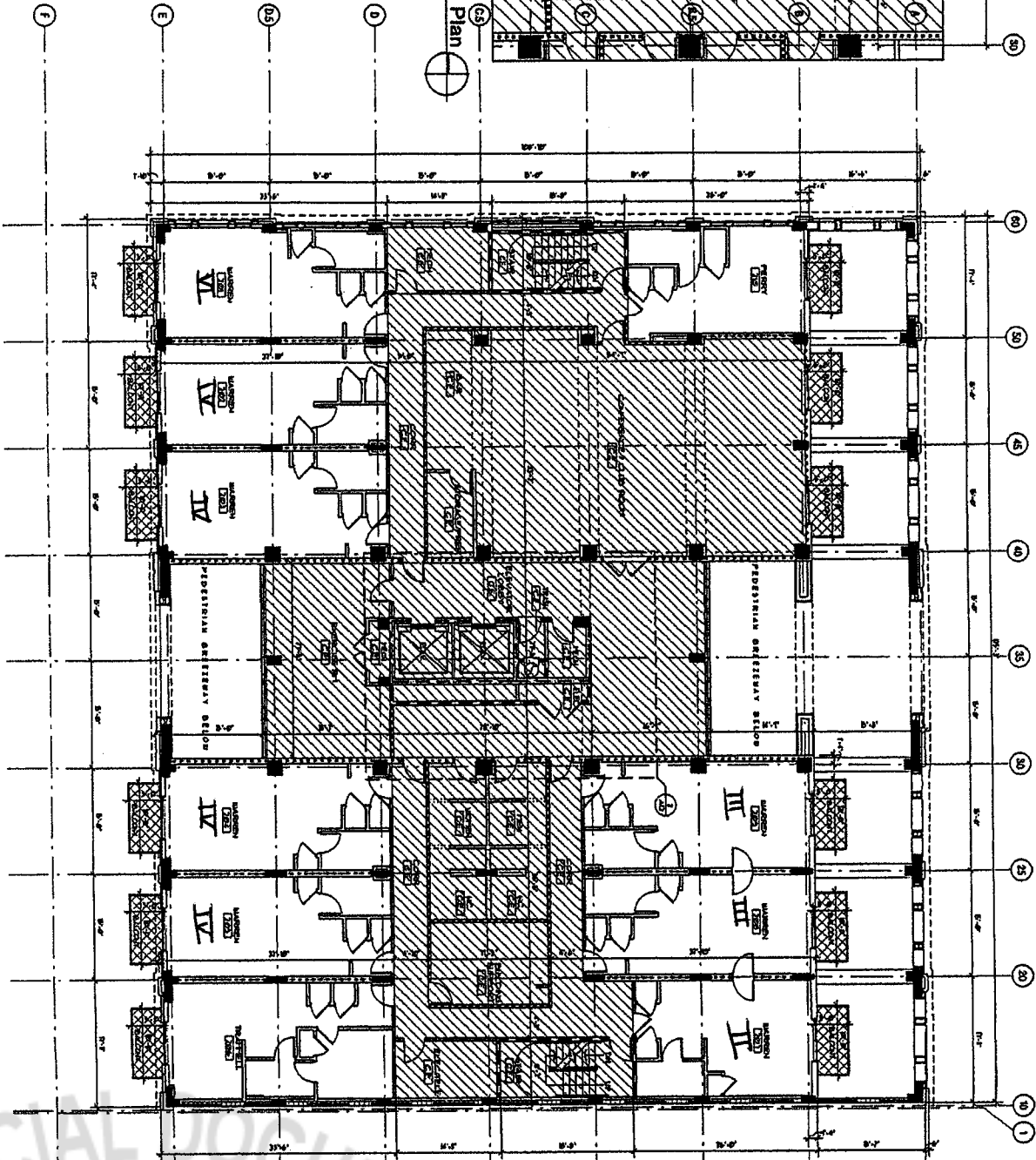
315 GARDEN AVENUE, S.W., TALLAHASSEE, FLORIDA 32301
PHONE 904 221-1541 FAX 904 221-4975



2 Elevator Core Enlargement Plan
A1.2 Level Two



1 PROPOSED LEVEL TWO FLOOR PLAN
A1.2



GRAPHIC SCALE

**BARNETT
FRONCZAK
ARCHITECTS**

LEGEND

- CORRIDOR ENLARGEMENT
- LIFT CORE ENLARGEMENT

ROOM 1144

- LIFT SHAFT
- LIFT CORE
- CORRIDOR ENLARGEMENT
- ELEVATOR CORE

PROJECT CORE
DATE: 22 JANUARY 2006

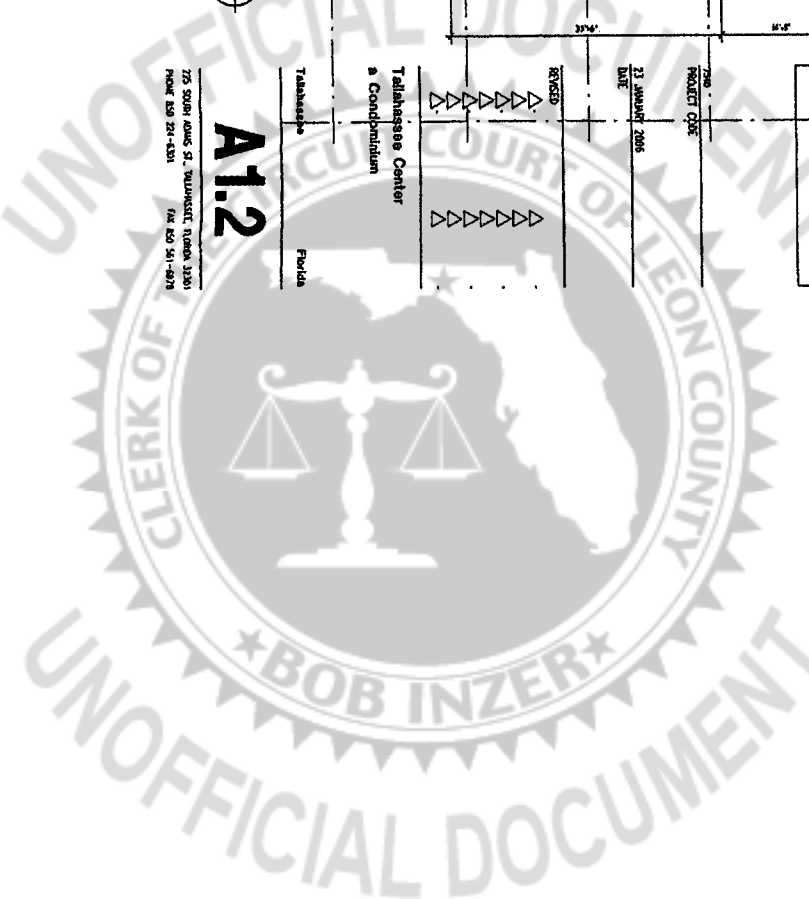
REVISIONS

- 1. CORRIDOR ENLARGEMENT
- 2. ELEVATOR CORE
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- 4. LIFT SHAFT
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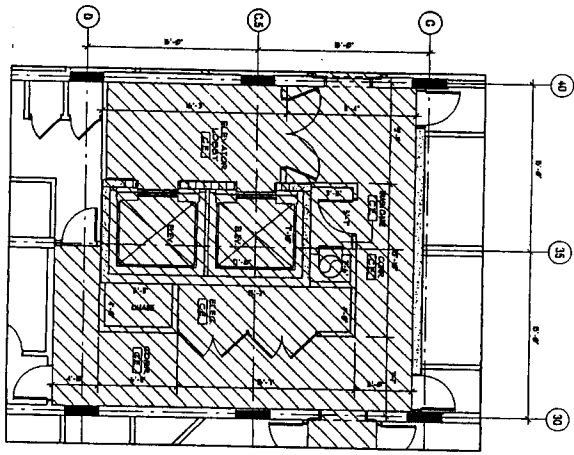
Tallahassee Center
a Condominium
Tallahassee Florida

A1.2

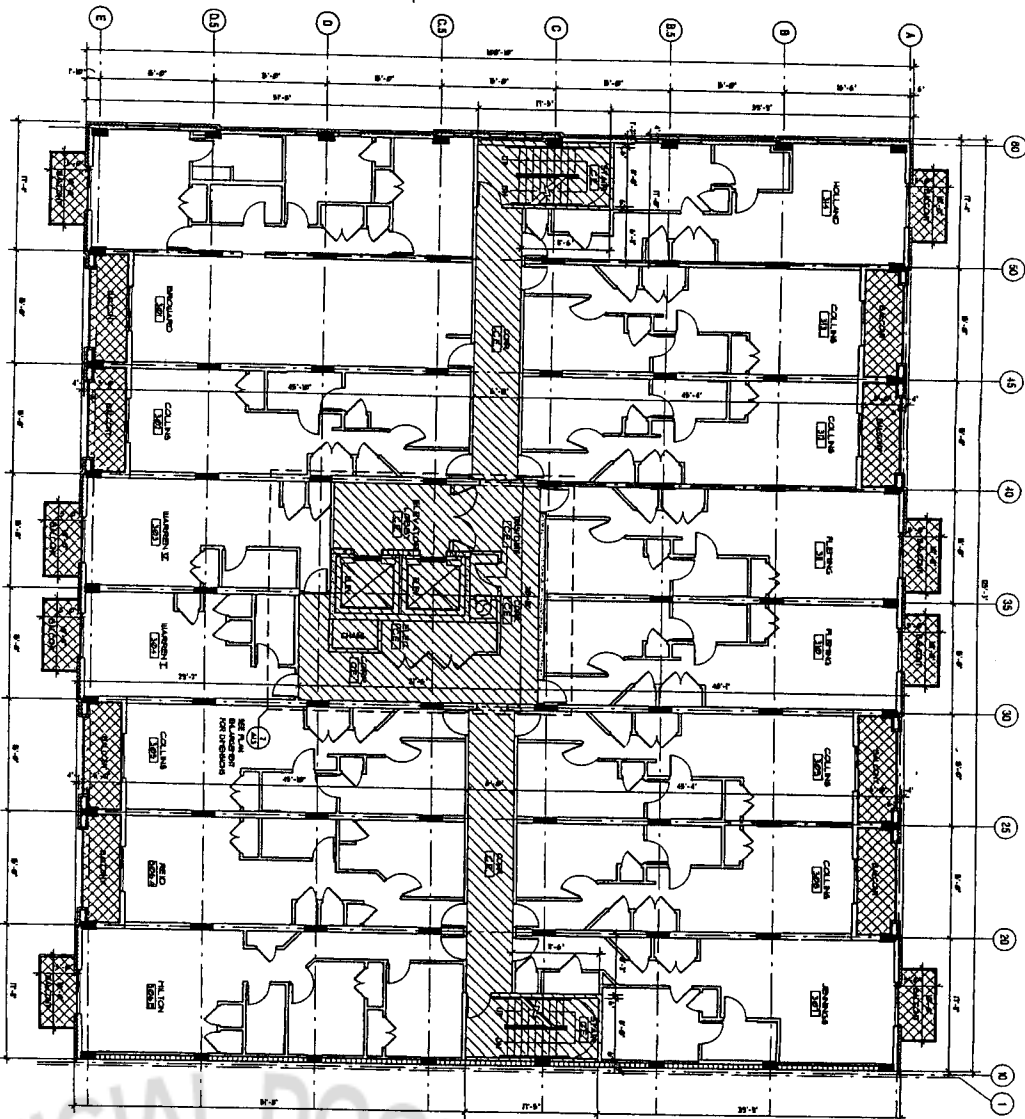
725 SOUTH GONGS ST., TALLAHASSEE, FLORIDA 32301
PHONE: 904 224-4301 FAX: 904 541-8078



2 Elevator Core Enlargement Plan
A1.3



1 PROPOSED LEVEL THREE FLOOR PLAN
A1.3

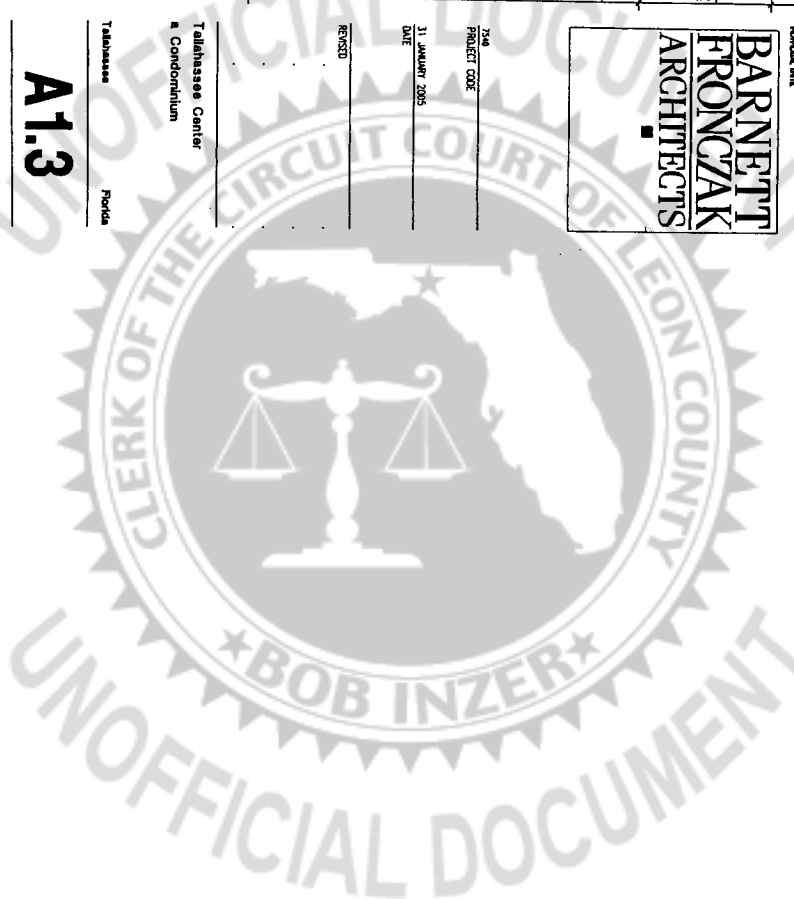


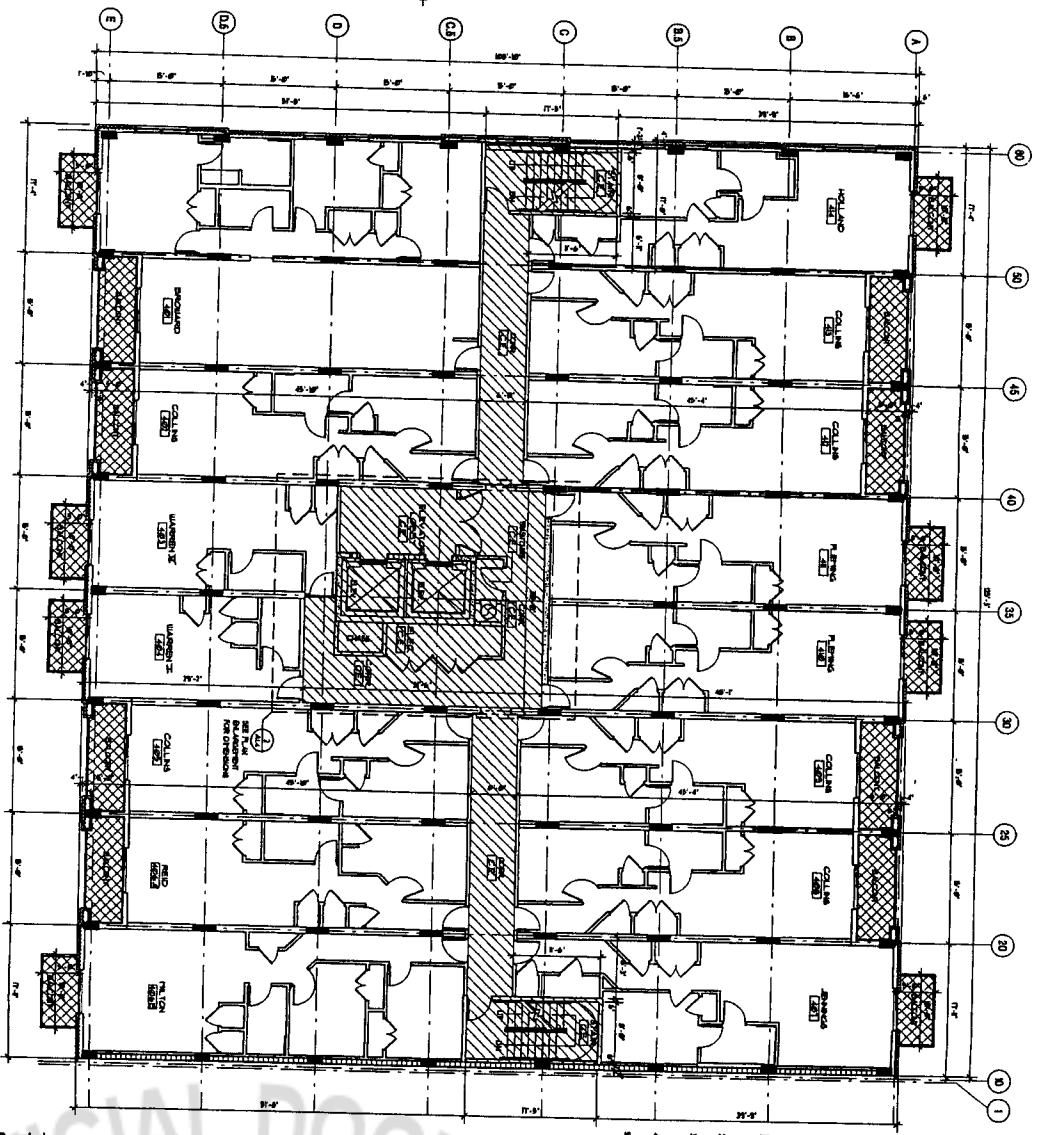
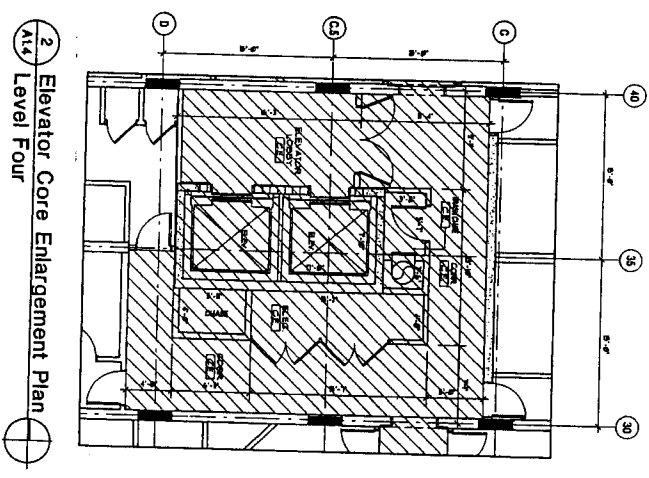
**BARNETT
FRONCZAK
ARCHITECTS**

7340
PROJECT CODE
31 JANUARY 2005
DATE
REVISIONS

Tallahassee Center
a Condominium
Tallahassee
Florida

A1.3





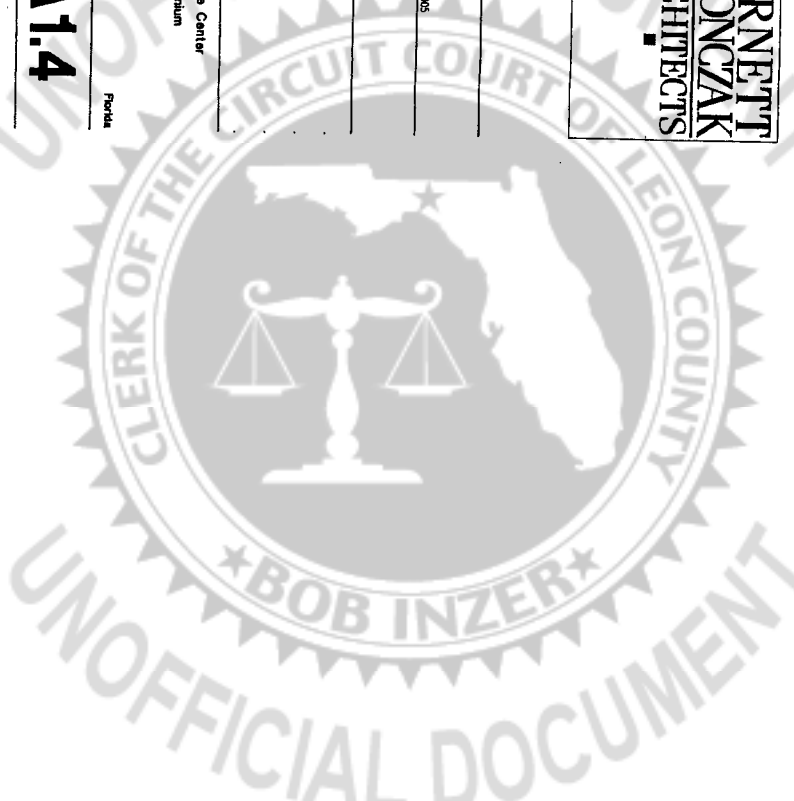
**BARNETT
FRONCZAK
ARCHITECTS**

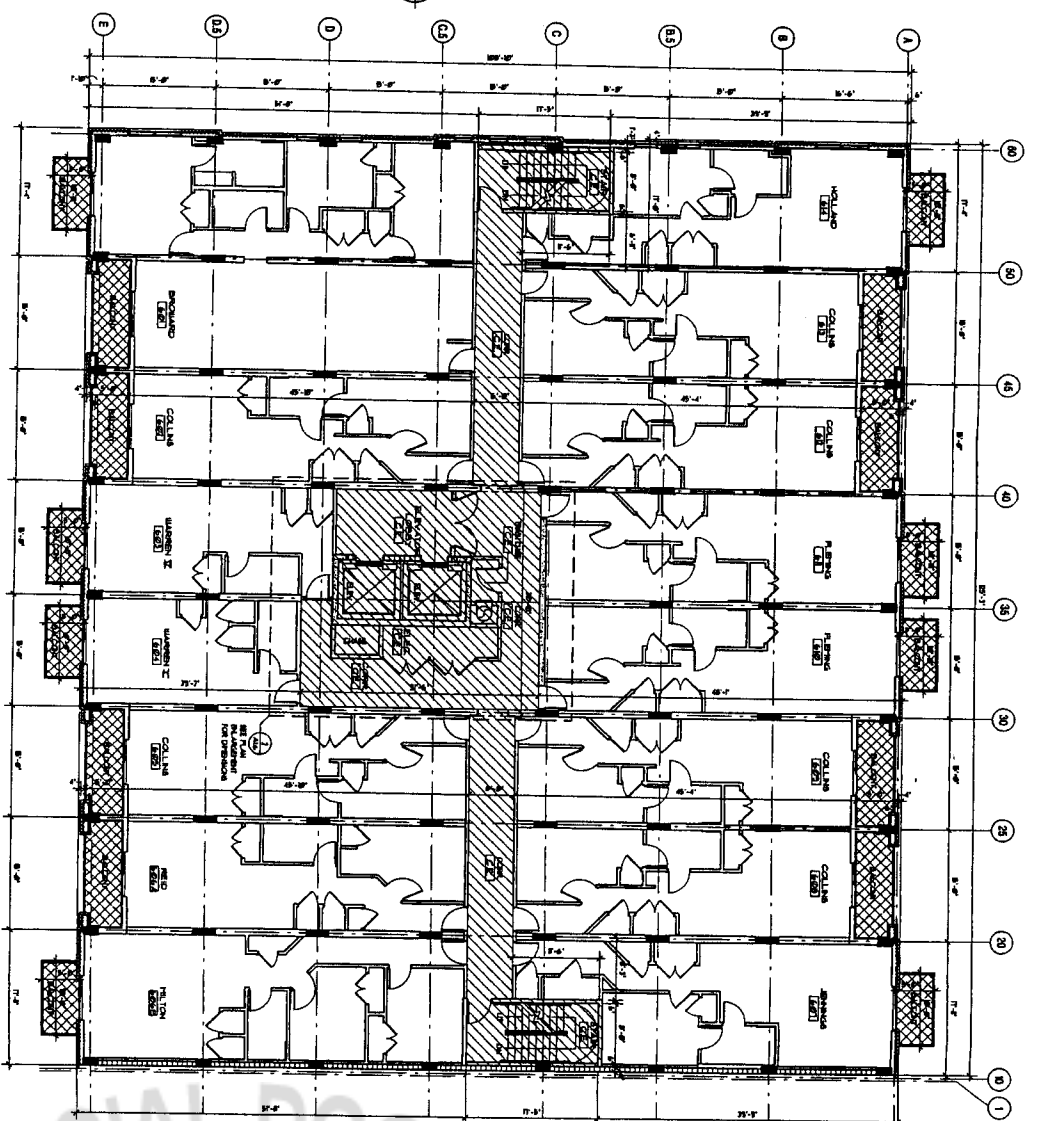
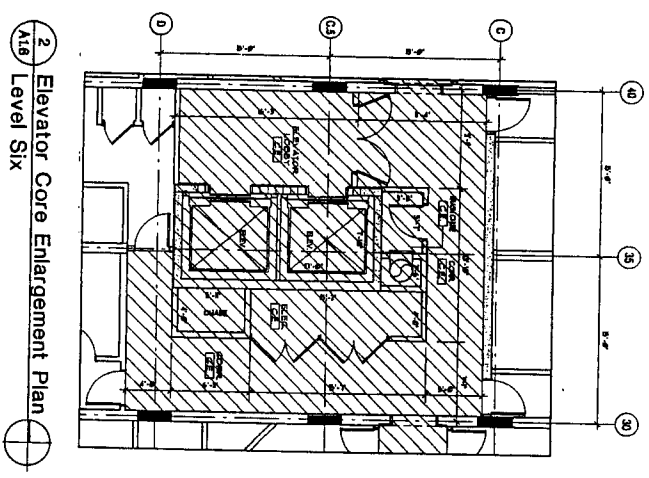
DATE: 31 JANUARY 2005
PROJECT CODE: [REDACTED]
REVISION: [REDACTED]

LEGEND
 [Hatched Box] CONTROL ELEVATOR
 [Cross-hatched Box] LIFTED CONTROL ELEVATOR
 [Dotted Box] EXISTING FLOOR
 [Solid Line] UNIT LINE
 [Dashed Line] CONTROL ELEVATOR LINE
 [Dotted Line] CONTROL ELEVATOR LINE

NOTES
 1. ALL CONSTRUCTION AND CONTROL ELEVATOR DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 2. CONTROL ELEVATOR AND LIFTED CONTROL ELEVATOR DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 3. CONTROL ELEVATOR AND LIFTED CONTROL ELEVATOR DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
 4. CONTROL ELEVATOR AND LIFTED CONTROL ELEVATOR DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
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 6. CONTROL ELEVATOR AND LIFTED CONTROL ELEVATOR DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS OTHERWISE NOTED.

Tallahassee Center
 a Condominium
 Tallahassee Florida
A1.4





1 PROPOSED LEVEL SIX FLOOR PLAN
GRAPHIC SCALE

LEGEND

- CONCRETE
- LEVEL CONCRETE SLAB

NOTES

1. ALL CONCRETE AND CONCRETE REINFORCEMENT SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ACI 308 AND 309 SERIES.
2. CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ACI 308 AND 309 SERIES.
3. CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ACI 308 AND 309 SERIES.
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PROJECT INFO

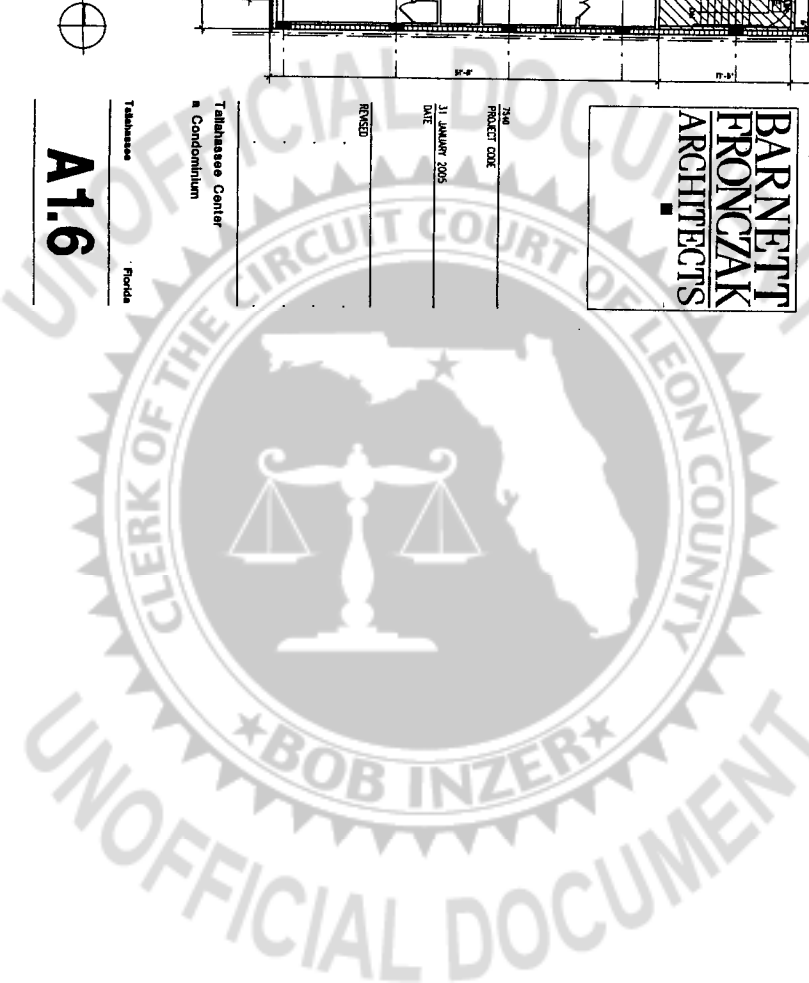
NO. 11
PROJECT CODE
DATE 11 JANUARY 2005
REVISED

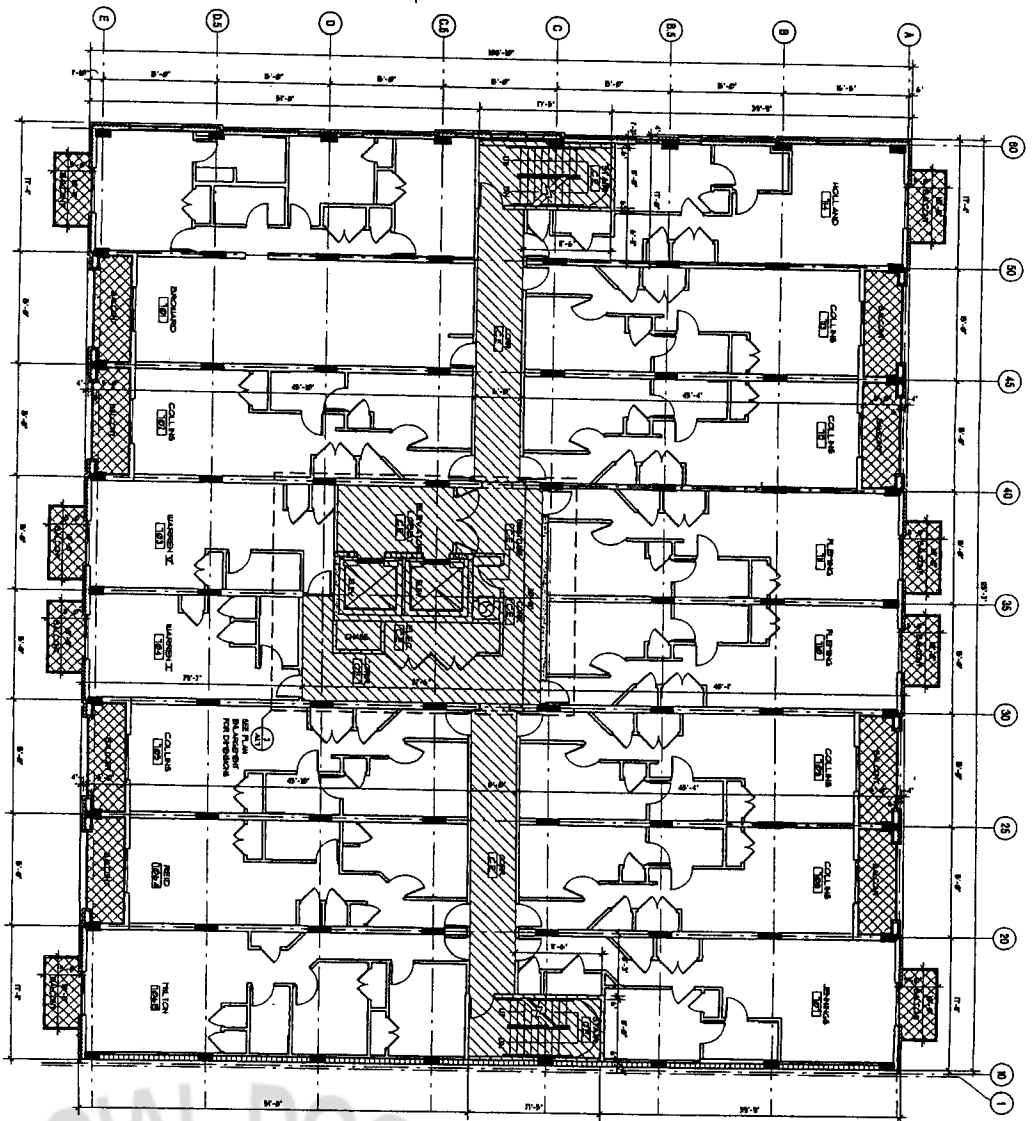
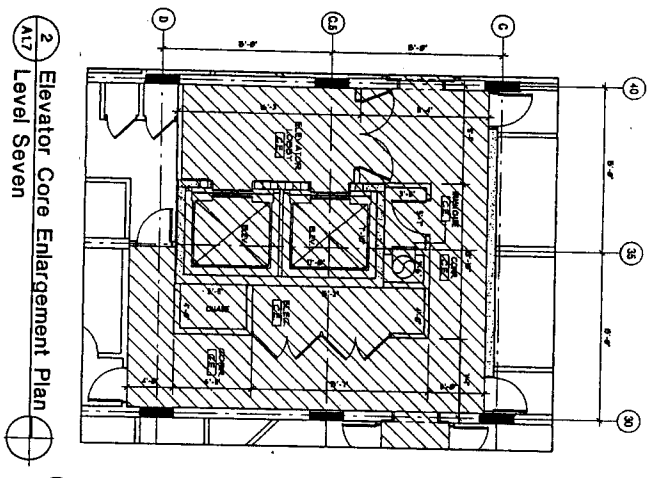
Tallahassee Center Condominium

BARNETT FRONZAK ARCHITECTS

Tallahassee Florida

A1.6





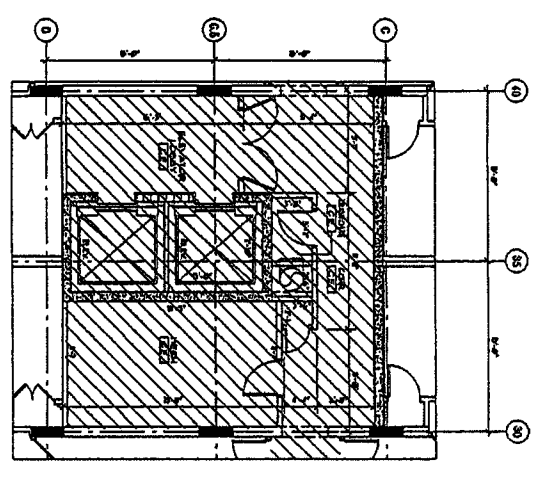
**BARNETT
FRONCZAK
ARCHITECTS**

NOTES
1. ALL CONSTRUCTION AND CONTROL ELEMENTS PERMITTED FROM THIS SET ARE SUBJECT TO NEPALI CONSTRUCTION CODES AND REGULATIONS.
2. CONTROL ELEMENTS AND LIMITED CONTROL ELEMENTS ARE CONSIDERED TO BE SUBJECT TO NEPALI CONSTRUCTION CODES AND REGULATIONS.
3. ALL WORK CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE NEPALI CONSTRUCTION CODES AND REGULATIONS.
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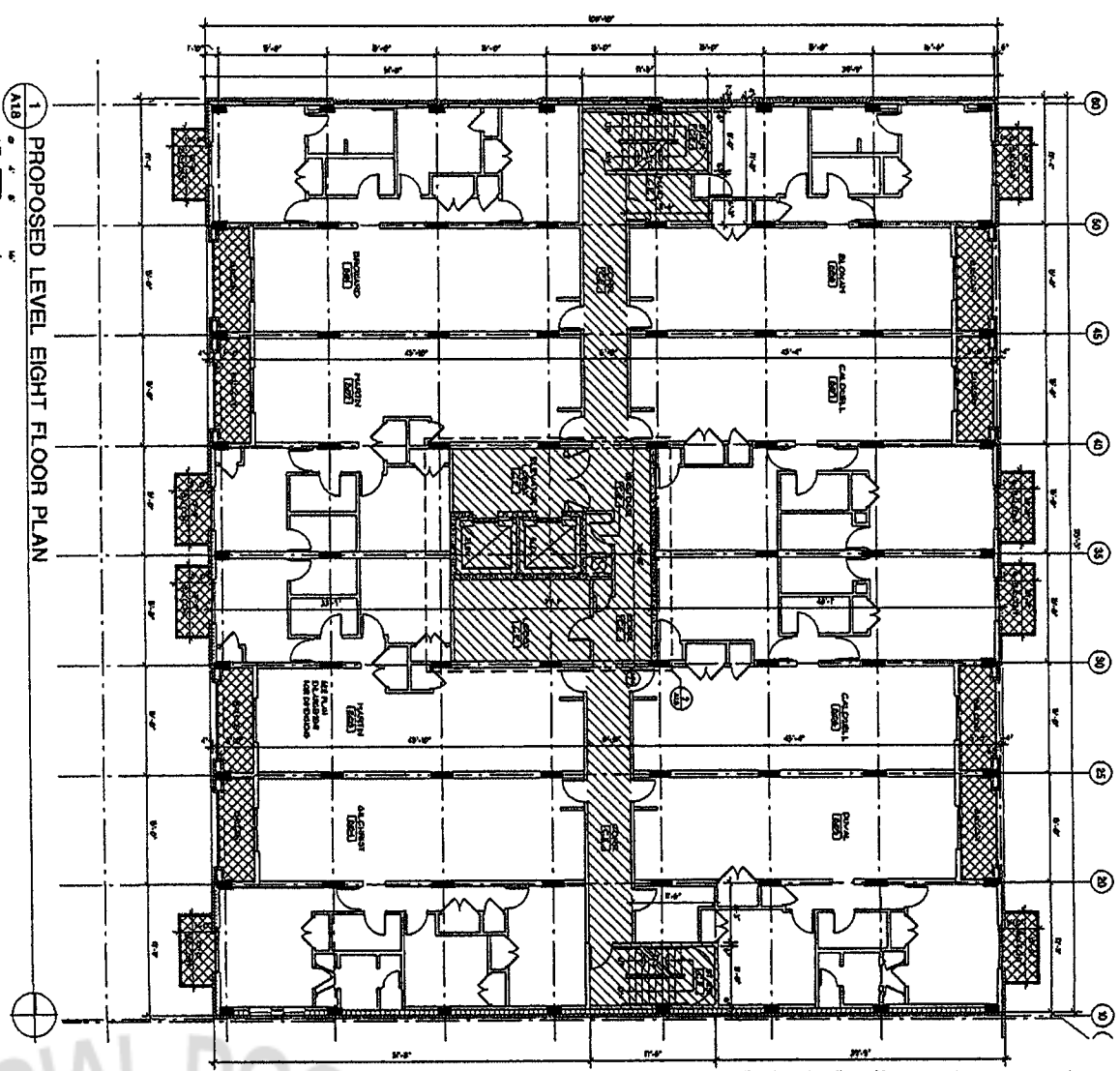
LEGEND
CONTROL ELEMENTS
LIMITED CONTROL ELEMENTS
PROJECT TAGS
WALL LINE
DOOR LINE
COLUMN LINE
CORNER LINE
ELEVATOR LINE

PROJECT CODE: 746
DATE: 31 JANUARY 2005
REVISIONS:
Tallahassee Center
a Condominium
Tallahassee Florida
A1.7
725 SOUTH BROAD ST. TALLAHASSEE, FLORIDA 32301





2 Elevator Core Enlargement Plan
A1.8 Level Eight



1 PROPOSED LEVEL EIGHT FLOOR PLAN
A1.8 GRAPHIC SCALE

LEGEND

- Control Rooms
- Level Eight Core Enlargement

SCALE

1/8" = 1'-0"

NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE FLORIDA BUILDING CODE (FBC).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE (IMC) AND THE FLORIDA MECHANICAL AND ELECTRICAL PLUMBING CODE (FMCP).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE FLORIDA FIRE AND SAFETY CODE (FFSC).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND THE FLORIDA ENERGY CONSERVATION CODE (FECC).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC) AND THE FLORIDA PLUMBING AND MECHANICAL CODE (FPMC).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ELECTRICAL CODE (IEC) AND THE FLORIDA ELECTRICAL CODE (FEC).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND SAFETY CODE (IFSC) AND THE FLORIDA FIRE AND SAFETY CODE (FFSC).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL AND ELECTRICAL PLUMBING CODE (IMC) AND THE FLORIDA MECHANICAL AND ELECTRICAL PLUMBING CODE (FMCP).
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE FLORIDA BUILDING CODE (FBC).

PROJECT CODE: _____

DATE: 31 JANUARY 2005

PROJECT: _____

REVISIONS:

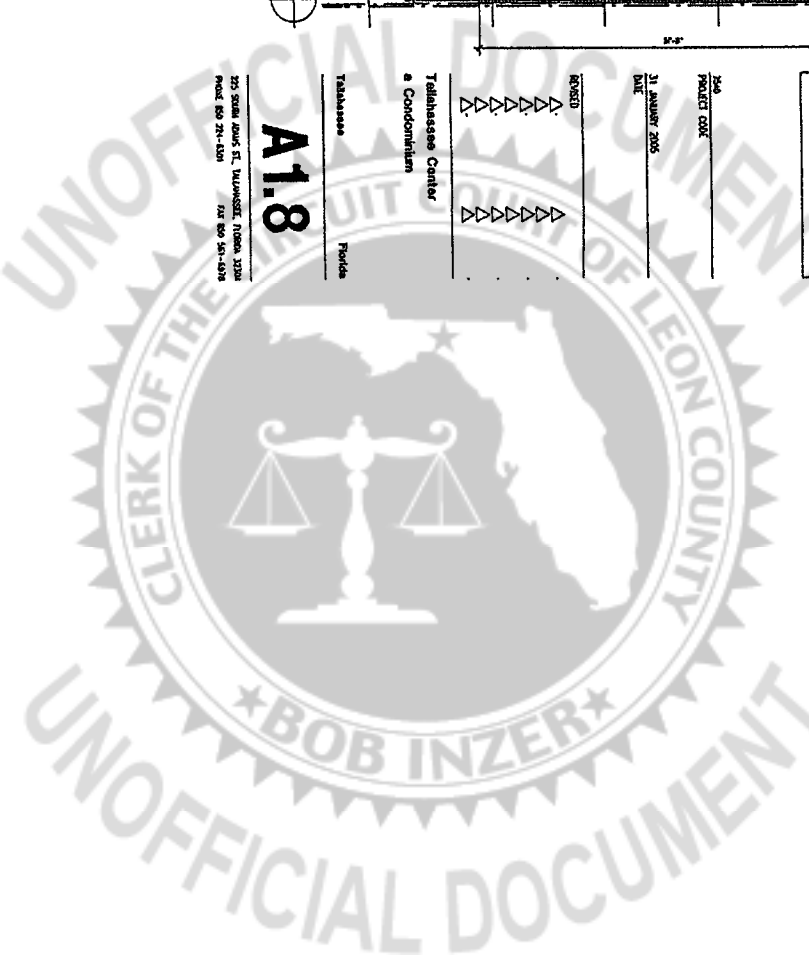
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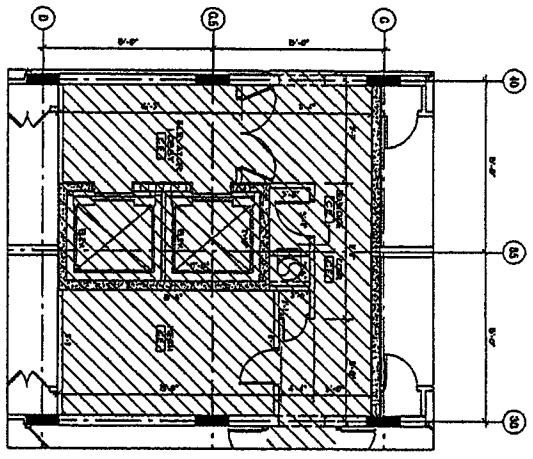
**Tallahassee Center
a Condominium
Tallahassee Florida**

**BARNETT
FRONCZAK
ARCHITECTS**

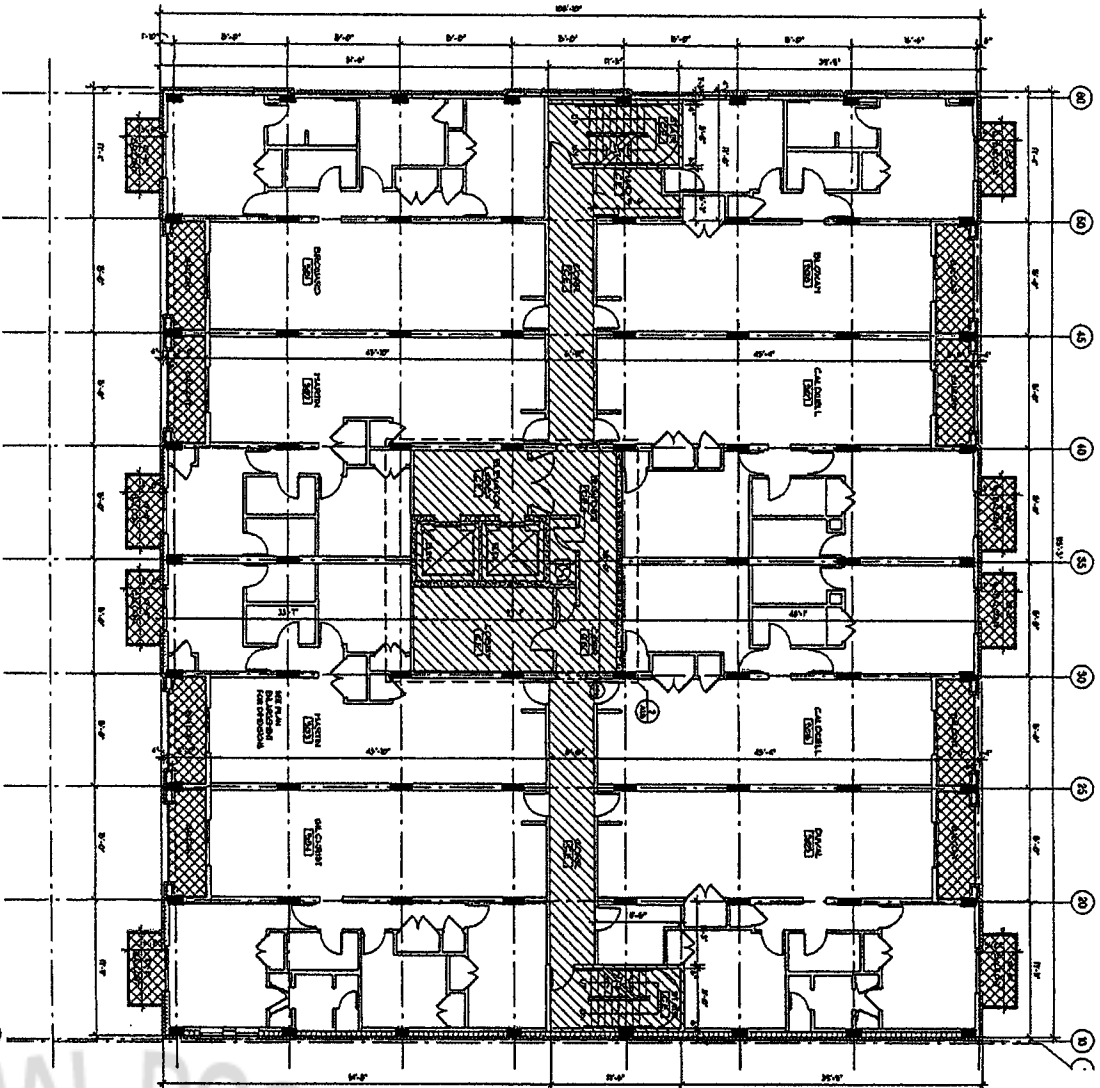
A1.8

25 SOUTH PALM ST., TALLAHASSEE, FLORIDA 32309
PHONE 904-781-4300 FAX 904-781-4305





2 Elevator Core Enlargement Plan
A18



1 PROPOSED LEVEL NINE FLOOR PLAN
A19
GRAPHIC SCALE

- LEGEND
- COVER BALCONY
 - LIFTED COVER BALCONY
 - EXISTING WALL
 - NEW WALL
 - EXISTING DOOR
 - NEW DOOR
 - EXISTING WINDOW
 - NEW WINDOW

NOTES

1. ALL CONDUITS AND CABLES SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72).
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL BUILDING CODE (IBC) AND THE 2000 INTERNATIONAL MECHANICAL AND PLUMBING CODE (IMC).
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL ENERGY CONSERVATION CODE (IECC).
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL SMOKE AND ALARM CODE (ISAC).
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL SAFETY CODE (ISFC).
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL CODE OF CONDUCT (ICC).
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL CODE OF ETHICS (ICE).
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL CODE OF PROFESSIONAL CONDUCT (ICPC).
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL CODE OF BEST PRACTICES (ICBP).
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2000 INTERNATIONAL CODE OF EXCELLENCE (ICEX).

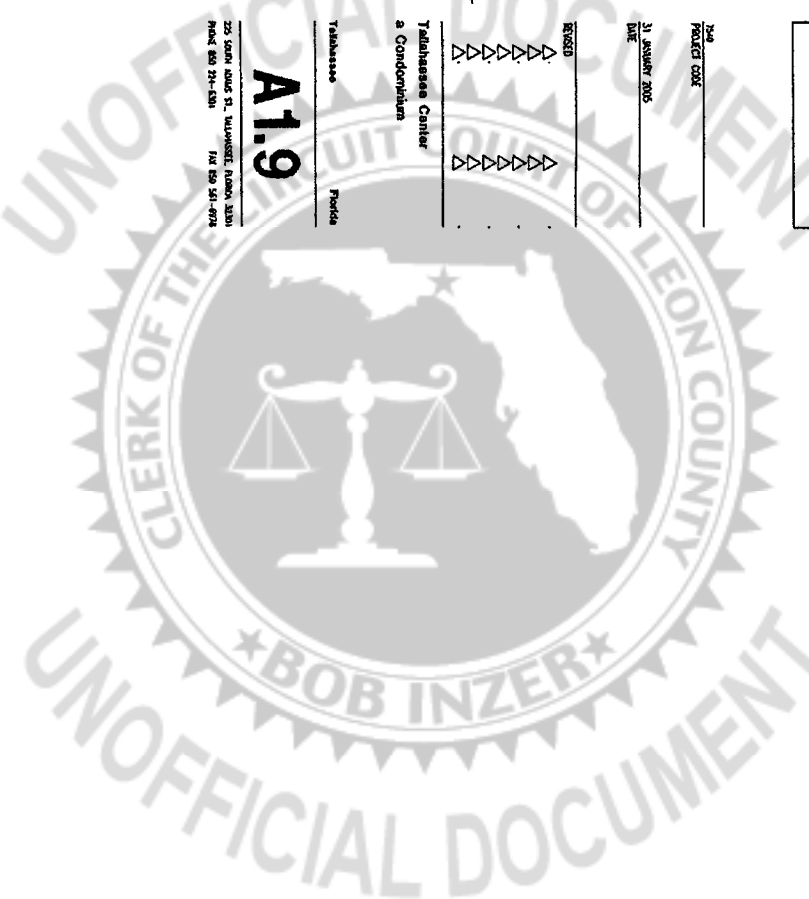
**BARNETT
FRONCZAK
ARCHITECTS**

DATE: 01/20/2005
PROJECT CODE: A19
REVISIONS: 1.0

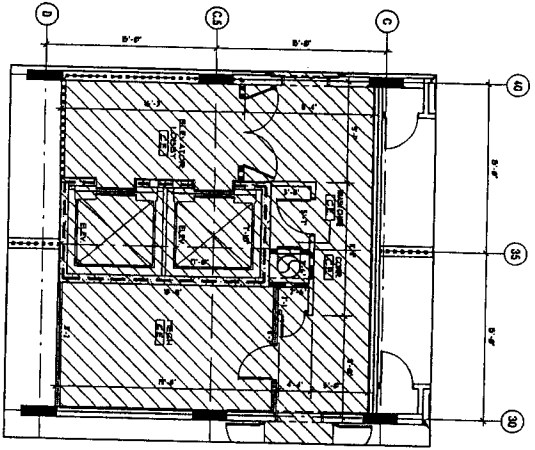
Tallahassee Center
a Condominium
Tallahassee Florida

A1.9

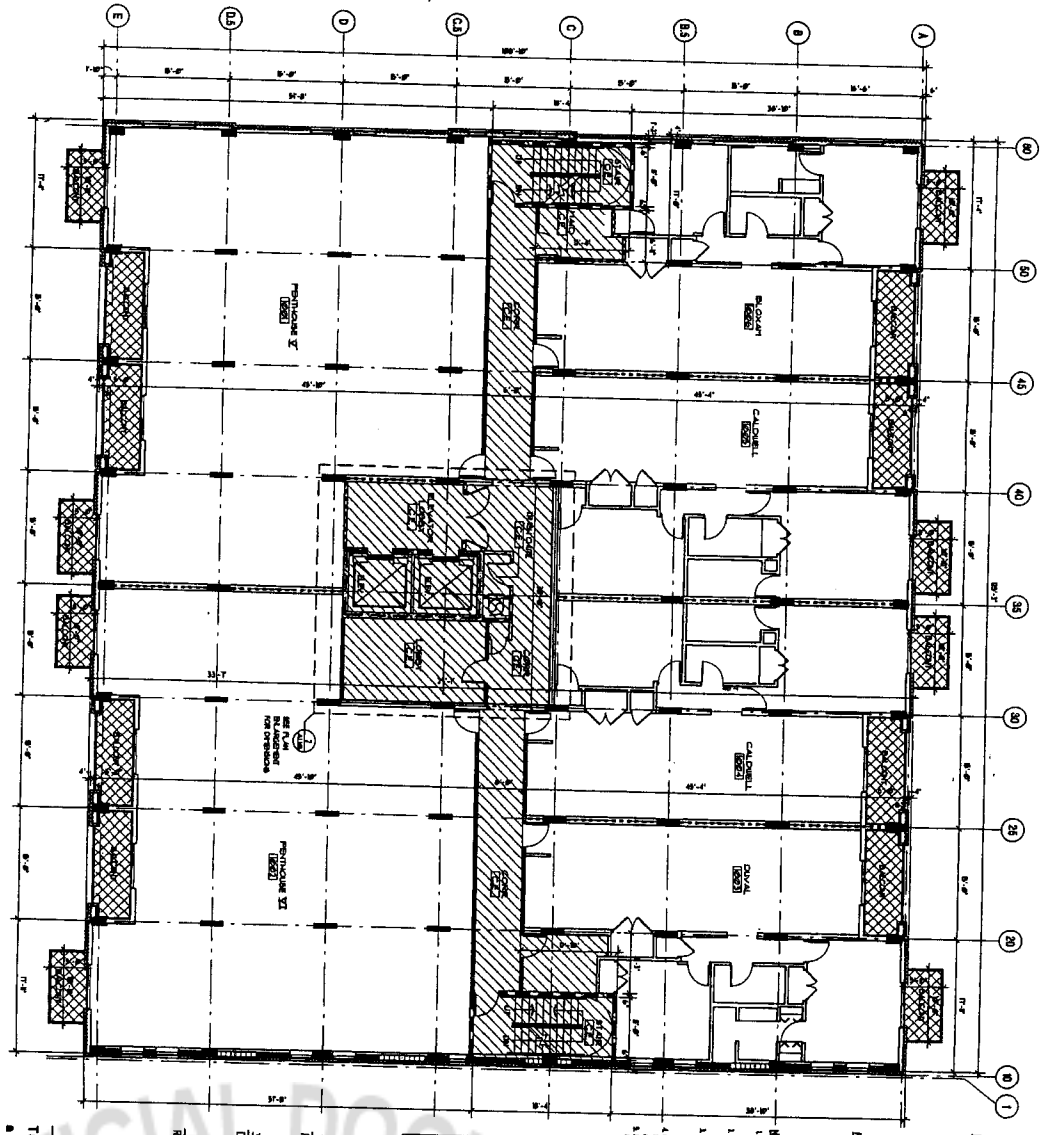
225 SOUTH JAMES ST., TALLAHASSEE, FLORIDA 32301
PHONE: 904-291-1500 FAX: 904-291-0919



2 Elevator Core Enlargement Plan
Atto Level Ten



1 PROPOSED LEVEL TEN FLOOR PLAN
Atto



**BARNETT
FRONZAK
ARCHITECTS**

NOTES:
1. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODES AND ALL LOCAL ORDINANCES.
4. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, NATIONAL MECHANICAL CODE, NATIONAL PLUMBING CODE, NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS LIQUID HANDLING MANUAL, AND NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) HAZARDOUS SOLID HANDLING MANUAL.
5. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND ALL LOCAL ORDINANCES.
6. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND ALL LOCAL ORDINANCES.
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10. ALL WORK IS TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL CODES AND ALL LOCAL ORDINANCES.

LEGEND

- CORCON BALCONY
- LIMITED CORCON BALCONY

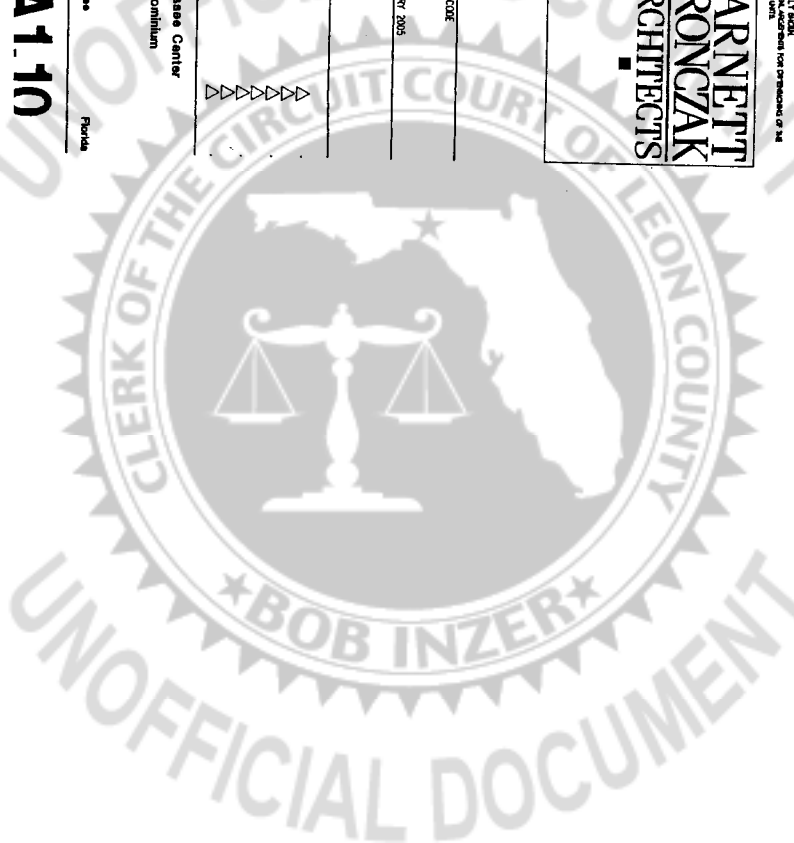
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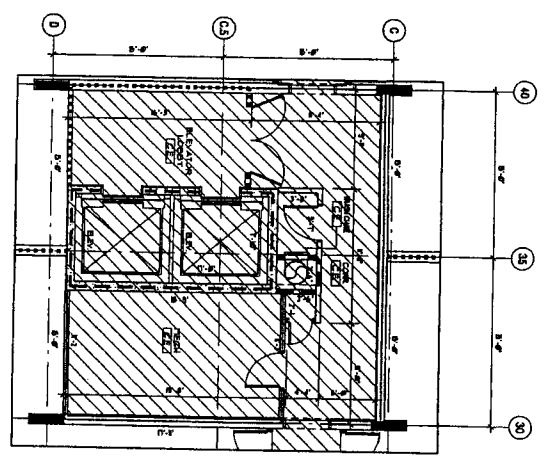
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Tallahassee Center
a Condominium

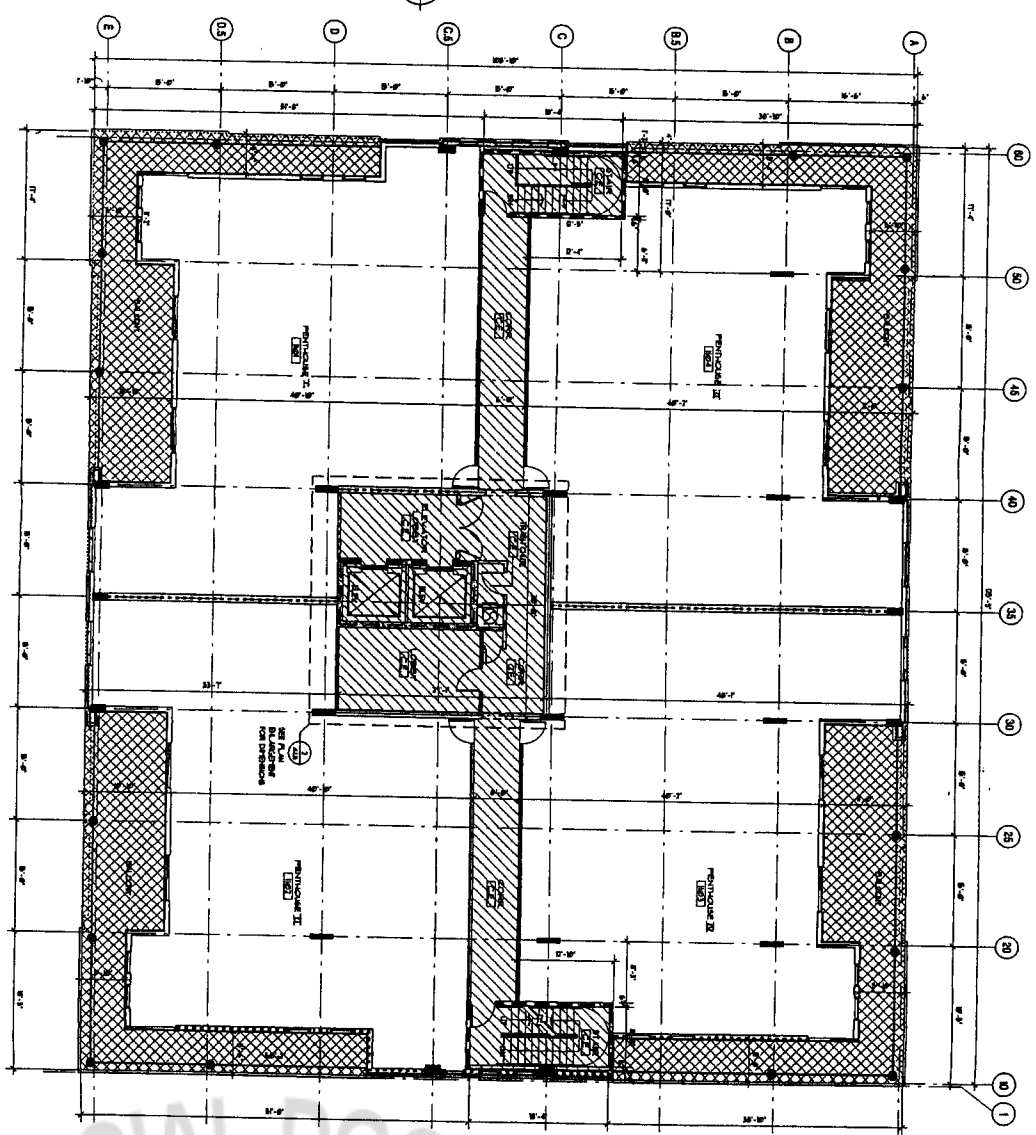
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2 Elevator Core Enlargement Plan
ATTY Level Eleven



1 PROPOSED LEVEL ELEVEN FLOOR PLAN - Penthouse
ATTY



LEGEND

	CORTEX ELEVATORS
	LIFTED CORTEX ELEVATORS

ROOF LIDS

	ROOF LID
	ROOF LID
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	ROOF LID

NOTES

1. ALL CORTEX AND LIFTED CORTEX ELEVATORS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
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BARNETT FRONCZAK ARCHITECTS

PROJECT CODE
DATE 31 JANUARY 2005

REVISIONS

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Tallahassee Center
a Condominium

Tallahassee Florida

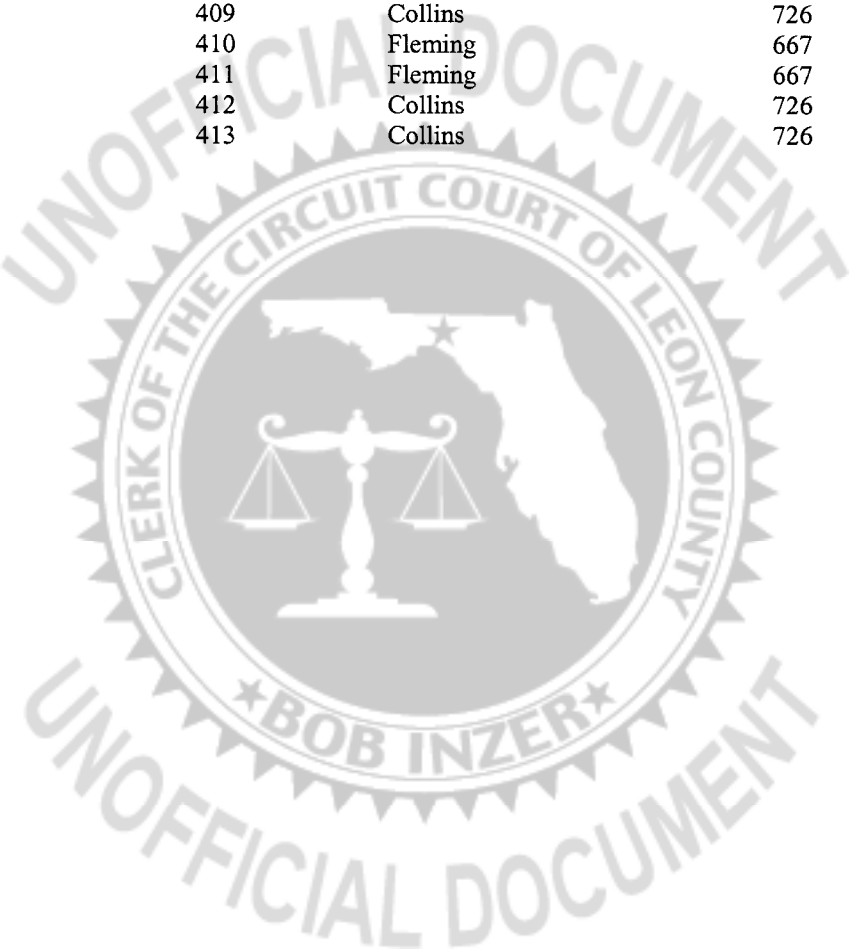
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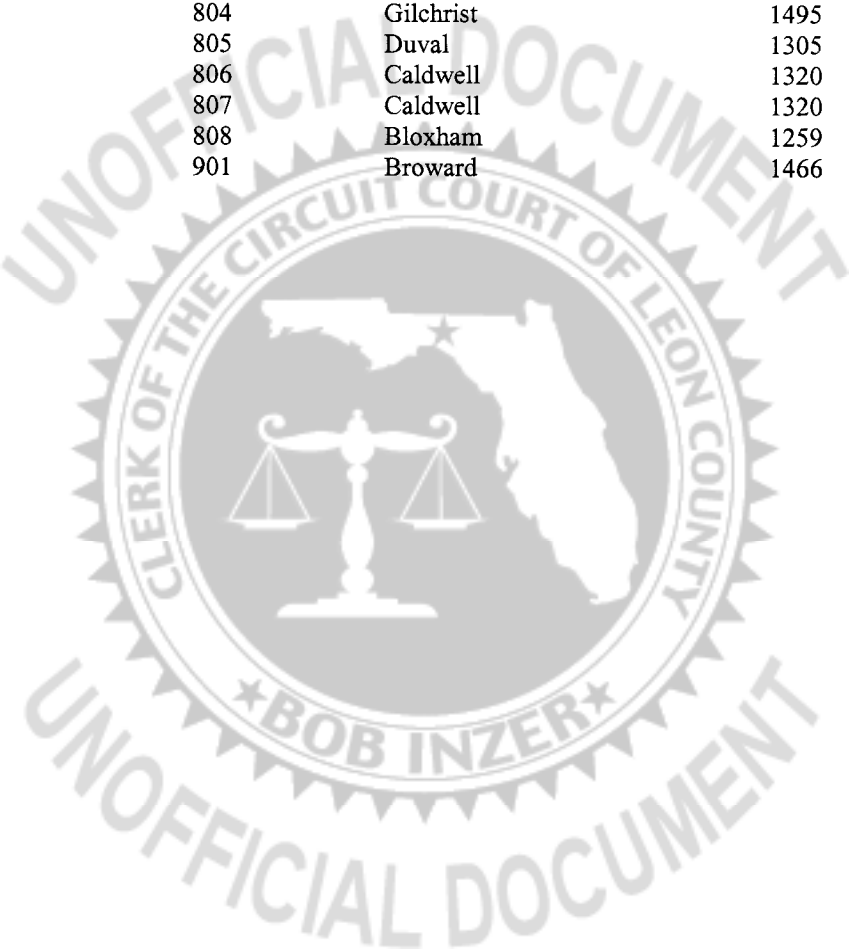
EXHIBIT "C"**Ownership of Common Elements and Common Surplus, and Share of Common Elements
for Each Unit**

Each Unit within the Condominium shall have an interest in and to the Common Elements and Common Surplus and each shall be responsible for an amount of the Common Expenses of the Association as set forth herein. Each Unit within the Condominium shall be responsible for its share of the Common Expenses based upon the total square footage of each Unit in uniform relationship to the total square footage of each other Unit in the Condominium. Each Unit within the Condominium shall have an interest in and to the Common Elements and Common Surplus, if any, equal to the share of the total of Common Expenses allocable to that Unit.

<u>Unit #</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>% Interest</u>
101	Commercial III	3991	.03708
102	Commercial II	3970	.03689
103	Commercial I	471	.00438
201	Warren VI	495	.00460
202	Warren IV	447	.00415
203	Warren IV	447	.00415
204	Warren IV	447	.00415
205	Warren IV	447	.00415
206	Trammell	521	.00484
207	Warren II	404	.00375
208	Warren III	444	.00413
209	Warren III	444	.00413
210	Perry	379	.00352
301	Broward	1466	.01362
302	Collins	726	.00675
303	Warren V	462	.00429
304	Warren I	400	.00372
305	Collins	726	.00675
306A	Reid	629	.00584
306B	Milton	823	.00765
307	Jennings	726	.00675
308	Collins	726	.00675
309	Collins	726	.00675
310	Fleming	667	.00620
311	Fleming	667	.00620
312	Collins	726	.00675
313	Collins	726	.00675
314	Holland	683	.00635
401	Broward	1466	.01362
402	Collins	726	.00675
403	Warren V	462	.00429
404	Warren I	400	.00372
405	Collins	726	.00675
406A	Reid	629	.00584
406B	Milton	823	.00765
407	Jennings	726	.00675
408	Collins	726	.00675
409	Collins	726	.00675
410	Fleming	667	.00620
411	Fleming	667	.00620
412	Collins	726	.00675
413	Collins	726	.00675



<u>Unit #</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>% Interest</u>
414	Holland	683	.00635
501	Broward	1466	.01362
502	Collins	726	.00675
503	Warren V	462	.00429
504	Warren I	400	.00372
505	Collins	726	.00675
506A	Reid	629	.00584
506B	Milton	823	.00765
507	Jennings	726	.00675
508	Collins	726	.00675
509	Collins	726	.00675
510	Fleming	667	.00620
511	Fleming	667	.00620
512	Collins	726	.00675
513	Collins	726	.00675
514	Holland	683	.00635
601	Broward	1466	.01362
602	Collins	726	.00675
603	Warren V	462	.00429
604	Warren I	400	.00372
605	Collins	726	.00675
606A	Reid	629	.00584
606B	Milton	823	.00765
607	Jennings	726	.00675
608	Collins	726	.00675
609	Collins	726	.00675
610	Fleming	667	.00620
611	Fleming	667	.00620
612	Collins	726	.00675
613	Collins	726	.00675
614	Holland	683	.00635
701	Broward	1466	.01362
702	Collins	726	.00675
703	Warren V	462	.00429
704	Warren I	400	.00372
705	Collins	726	.00675
706A	Reid	629	.00584
706B	Milton	823	.00765
707	Jennings	726	.00675
708	Collins	726	.00675
709	Collins	726	.00675
710	Fleming	667	.00620
711	Fleming	667	.00620
712	Collins	726	.00675
713	Collins	726	.00675
714	Holland	683	.00635
801	Broward	1466	.01362
802	Martin	1112	.01033
803	Martin	1112	.01033
804	Gilchrist	1495	.01389
805	Duval	1305	.01213
806	Caldwell	1320	.01226
807	Caldwell	1320	.01226
808	Bloxham	1259	.01170
901	Broward	1466	.01362



<u>Unit #</u>	<u>Unit Type</u>	<u>Square Footage</u>	<u>% Interest</u>
902	Martin	1112	.01033
903	Martin	1112	.01033
904	Gilchrist	1495	.01389
905	Duval	1305	.01213
906	Caldwell	1320	.01226
907	Caldwell	1320	.01226
908	Bloxham	1259	.01170
1001	Penthouse V	2613	.02428
1002	Penthouse VI	2649	.02461
1003	Duval	1305	.01213
1004	Caldwell	1320	.01226
1005	Caldwell	1320	.01226
1006	Bloxham	1259	.01170
1101	Penthouse I	2206	.02050
1102	Penthouse II	2254	.02094
1103	Penthouse IV	2334	.02169
1104	Penthouse III	2284	.02122
Total Square Footage:		107,624	1.00000



EXHIBIT "D"

Bylaws of Condominium Association and Articles of Incorporation of Association



**BYLAWS OF
TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I.
Identity.**

The following Bylaws shall govern the operation of TALLAHASSEE CENTER, A CONDOMINIUM (the "Condominium").

TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC. (the "Association") is a Florida corporation not-for-profit, organized and existing under the laws of the State of Florida for the purpose of administering the Condominium to be created by the Declaration of Condominium for Tallahassee Center, A Condominium (the "Declaration").

Section 1. The office of the Association shall be at Northwestern Corner of Kleman Plaza, Tallahassee, Leon County, Florida, or at such place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association shall bear the name of the Association, the word "Florida," the words "Association not-for-profit," and the year of incorporation.

Section 3. All terms used herein shall have those meanings as set forth in Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), or as otherwise set forth in the Declaration of Condominium.

**ARTICLE II.
Membership and Voting Provisions.**

Section 1. Membership. Membership in the Association shall be limited to Owners of the Condominium Units. Transfer of Ownership, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership shall then become vested in the transferee.

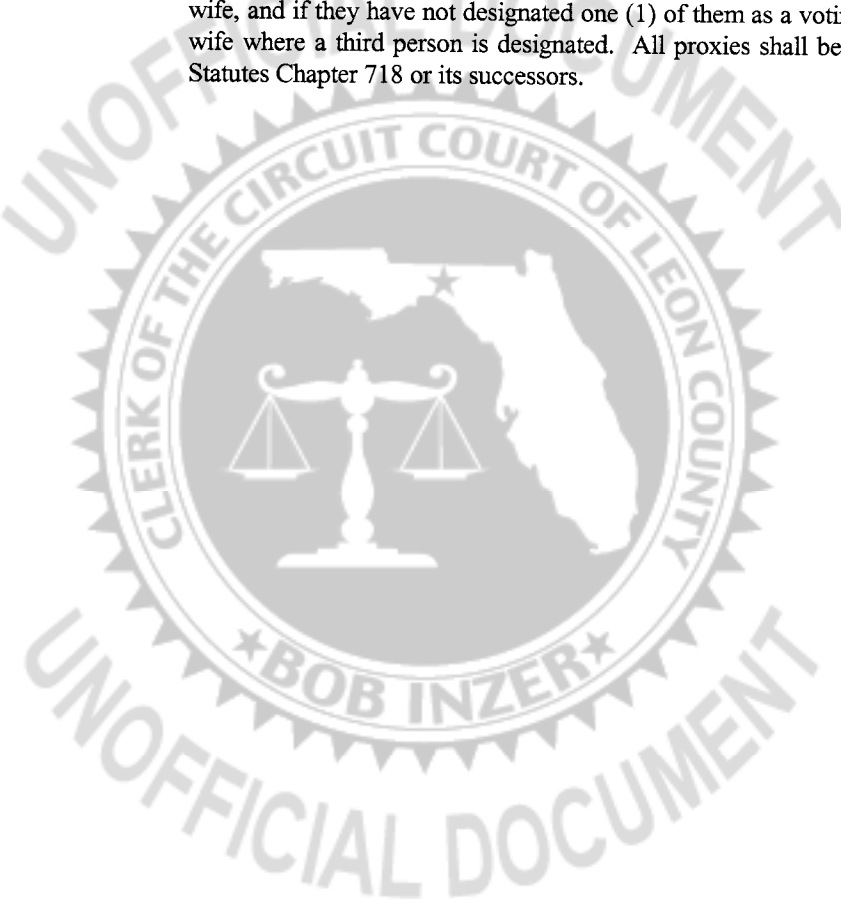
If ownership is vested in more than one (1) person, then all of the persons so owning said Unit shall be deemed members eligible to hold office, attend meetings, etc., however, voting rights shall be as set forth below. If ownership is vested in a corporation, said corporation must designate an individual officer or employee of the corporation as its "Voting Member."

Section 2. Voting. The Owner(s) of each Unit shall be entitled to one (1) vote. If an Owner owns more than one (1) Unit, he shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

A majority of the voting interests represented at a meeting at which a quorum is present shall decide any question, unless the Declaration of Condominium, Bylaws or Articles of Incorporation of the Association provide otherwise.

Section 3. Quorum. Unless otherwise provided in these Bylaws, the presence in person or by proxy of fifteen percent (15%) of all Owners entitled to vote shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote, as set forth below in Section 5. Where a Unit is owned jointly by a husband and wife, and if they have not designated one (1) of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated. All proxies shall be in writing and comply with the requirements of Florida Statutes Chapter 718 or its successors.



Limited and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or these Bylaws; and for any other matter for which Florida Statutes Chapter 718 requires or permits a vote of the Owners. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. No proxy, limited or general, shall be used in the election of Board members; provided, however, the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures, which vote may be by a proxy specifically delineating the different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

Section 5. Designation of Voting Member. If a Unit is owned by one (1) person, his right to vote shall be established by the record title to the Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be the person designated in a certificate, signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for the Unit for that purpose which is signed by the president or vice-president and attested to by the secretary or assistant secretary of the corporation, and filed with the Secretary of the Association. The person designated in any such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate, where required, is not on file with the Secretary of the Association for a Unit owned by more than one (1) person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned jointly by a husband and wife, and where they do not designate a voting member, and only one (1) is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

ARTICLE III. Meeting of the Membership.

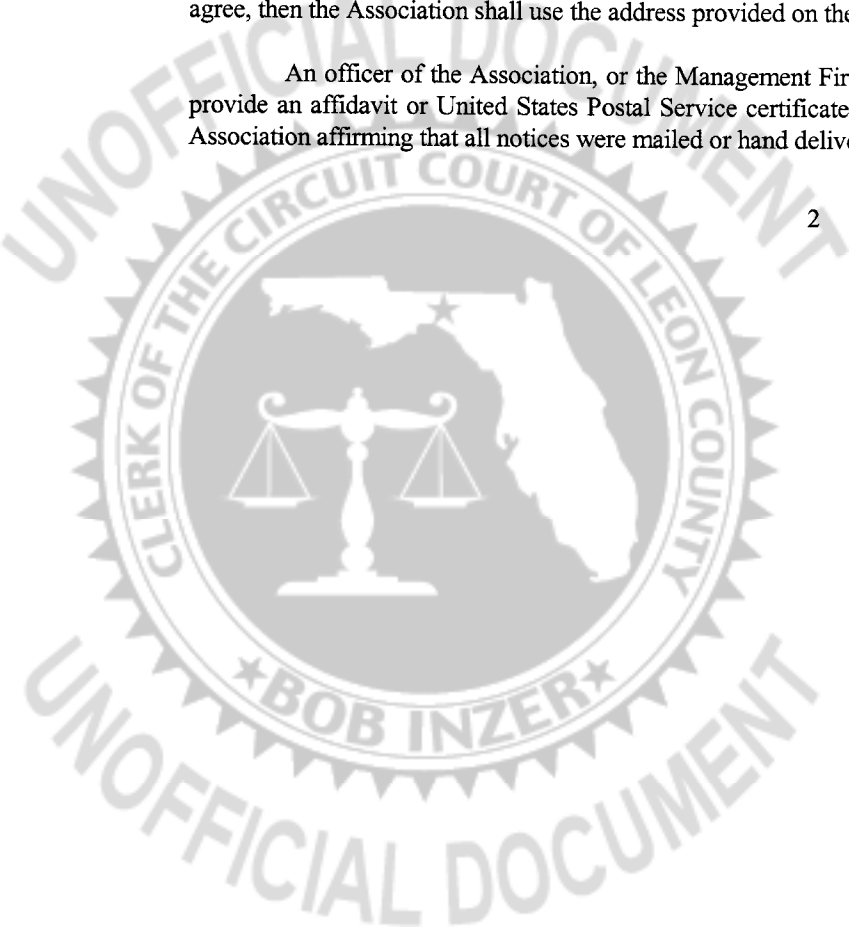
Section 1. Place. All meetings of the Association membership shall be held at the Condominium Property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting, and shall be open to all Owners.

Section 2. Notices. Unless an Owner waives in writing the right to receive notice of the annual meeting by mail, it shall be the duty of the Secretary to mail or hand deliver to each Owner of record, written notice of each annual meeting, stating the time and place thereof, as well as the agenda of items to come before the meeting, at least fourteen (14) but not more than forty-five (45) days prior to such meeting, except in case of an emergency.

Notice of all meetings shall also be posted conspicuously on the Condominium Property. Upon notice to Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices shall be posted. However, if there is no Condominium Property upon which notices can be posted, this requirement does not apply. Notice of annual meetings shall be posted at least fourteen (14) continuous days prior to the date of such meetings and notice of special meetings shall be posted at least forty-eight continuous (48) hours in advance, except in case of emergency.

Where a Unit is owned by more than one (1) person, the Association shall provide notice for meetings and all other purposes to such address as the Declarant initially identifies for that purpose and thereafter as one (1) or more of the Owners of the Unit shall so advise the Association in writing. If no address is given or the Owners of the Unit do not agree, then the Association shall use the address provided on the deed of record.

An officer of the Association, or the Management Firm or other person providing notice of the meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that all notices were mailed or hand delivered in accordance with the provisions of this Section.



Section 3. Annual Meeting. The annual meeting shall be held in December of each year, or such other date, time and place as is determined by the Board, for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members elect by plurality vote, (cumulative voting prohibited) a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

Section 4. Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty-five (25%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice hereof.

Notwithstanding the above, a special meeting of the Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the members' total votes, giving notice as required for herein, and said notice shall state the purpose of the meeting.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provisions of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than a majority of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Approval or Disapproval. Approval or disapproval of an Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting member, provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one (1) of them as a voting member, in the event only one (1) is present, the person present may cast the vote without establishing the concurrence of the absent person.

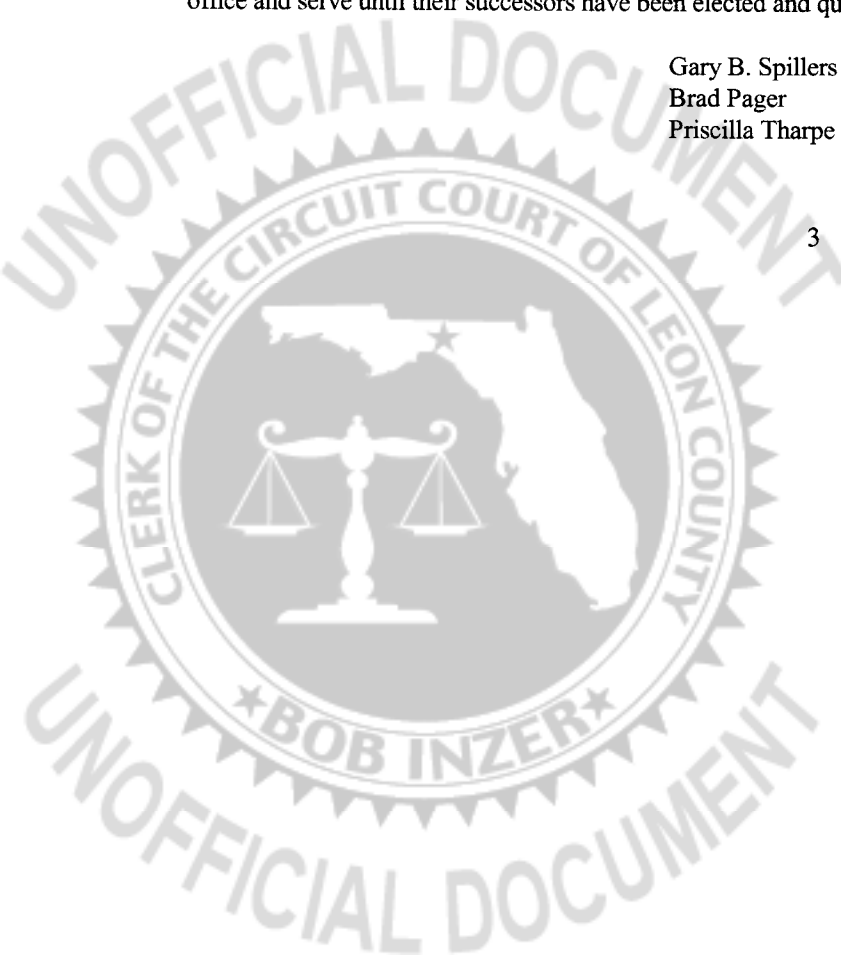
Section 8. The Management Firm. The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to notice of all Association meetings, and shall be entitled to attend the Association meetings, and may designate such person(s) as it desires to attend such meetings on its behalf.

**ARTICLE IV.
Directors.**

Section 1. Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. All directors, except those designated by the Declarant, shall be members of the Association. All officers of a corporate Owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below.

Section 2. First Board of Directors. The first Board of Directors of the Association, who shall hold office and serve until their successors have been elected and qualified, shall consist of the following:

Gary B. Spillers
Brad Pager
Priscilla Tharpe



The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election. Adequate notice of such meeting, which shall specifically incorporate an identification of agenda items, shall be provided in accordance with Article IV, Section 9 herein.

Section 3. Removal of Directors. At any duly convened regular or special meeting, any one (1) or more of the Directors may be removed, with or without cause, by the affirmative vote, in writing, by a majority of all the voting interests in accordance with Section 718.112(2)(j), Florida Statutes, and Article IV, Section 16 of these Bylaws. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the Board of Directors may fill the vacancy in the manner provided in Section 4, below.

Section 4. Vacancies on Board of Directors. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Notwithstanding the above, nothing herein shall affect the proportionate representation of Owners during such time as the Declarant is entitled to representation on the Board.

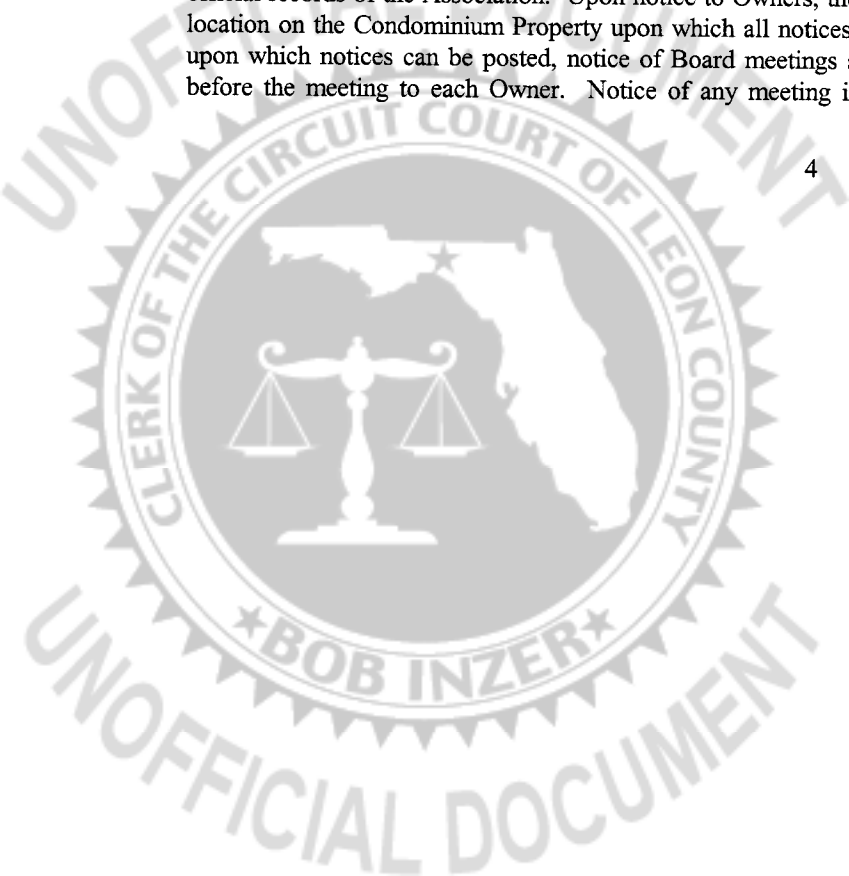
Section 5. Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Association, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the Directors elected at such first annual meeting of the membership, the transfer of title of his Unit by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

Section 6. Regular Meetings. The Board of Directors shall establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally, or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting. All meetings of the Board of Directors, including special meetings in accordance with Section 7 below, shall be open to all Owners.

Section 7. Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

Section 8. Owner Participation. Meetings of the Board and any committee thereof at which a quorum of the members of that committee is present shall be open to all Owners. Any Owner may tape record or videotape meetings of the Board. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Owner statements.

Section 9. Notice. Adequate notice of all meetings of the Board, stating the time and place thereof, as well as an identification of the agenda items to come before the meeting, shall be posted conspicuously on the Condominium at least forty-eight (48) continuous hours preceding the meeting, except in case of an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding Unit use will be considered, shall be mailed or delivered to Owners and posted conspicuously on the Condominium Property at least fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to Owners, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property upon which all notices shall be posted. If there is no Condominium Property upon which notices can be posted, notice of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to each Owner. Notice of any meeting in which regular assessments against Owners are to be



considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Section 10. Director's Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present shall be acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority or those present may adjourn the meeting from time to time until a quorum be present. Notice of the time and place of the adjourned meeting of the Board of Directors, which notice shall specifically incorporate an identification of agenda items, shall be given to all Owners in accordance with Section 718.112(2)(c), Florida Statutes. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

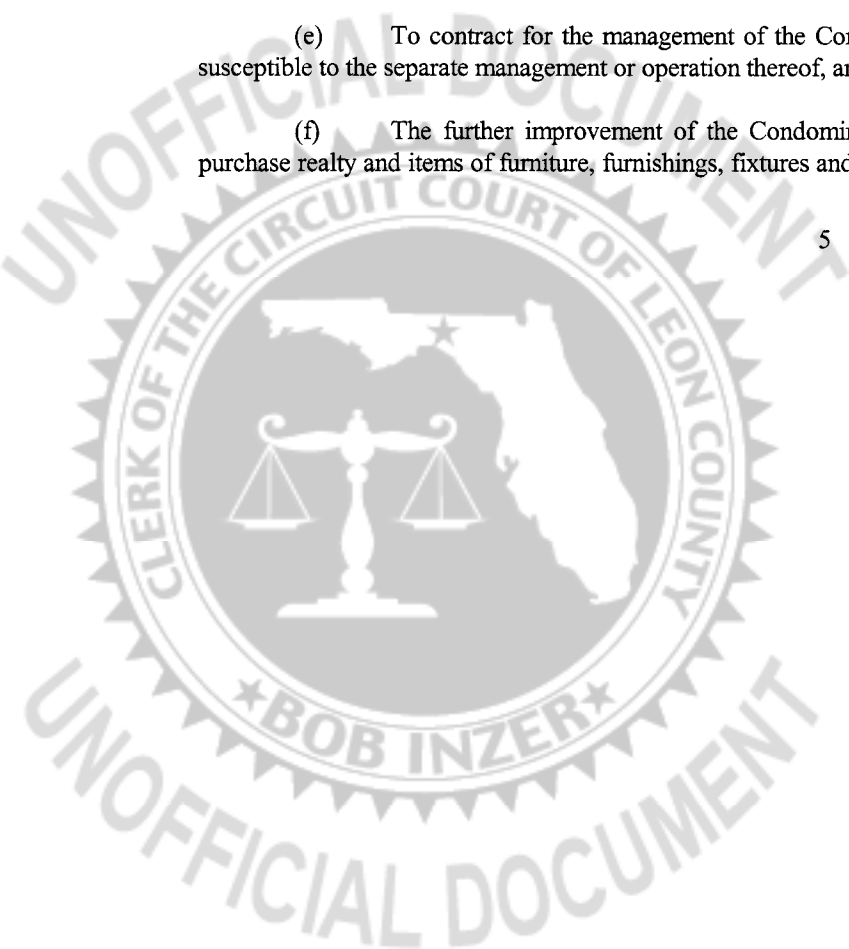
Section 12. Compensation. The Directors' fees, if any, shall be determined by the voting members.

Section 13. Declarant's Selection of Directors. Subject to the provisions of Section 718.301 of the Condominium Act, the Declarant shall have the right to designate the Directors who need not be Owners of Units in the Condominium, and said Directors may not be removed by members of the Association, as elsewhere, the vacancy shall be filled by the person designated by the Declarant.

Section 14. The Management Firm. The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to notice of all Directors meetings, and it may designate such persons as it desires to attend such meetings on its behalf.

Section 15. Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, or by the Declaration of Condominium, or this Association's Articles of Incorporation, or these Bylaws, directed to be exercised and done by Owners. These powers shall specifically include, but shall not be limited to the following:

- (a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, in these Bylaws, and the Condominium Act, and all powers incidental thereto;
- (b) To make and determine assessments and maintenance fees, collect said assessments and maintenance fees, and use and extend the assessments and maintenance fees to carry out the purpose and powers of the Association;
- (c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises;
- (d) To make and amend rules and regulations respecting the operation and use of the Common Elements and Condominium Property, and the use and maintenance of the Condominium Units therein;
- (e) To contract for the management of the Condominium and those portions of the Common Elements susceptible to the separate management or operation thereof, and to lease or concession such portions;
- (f) The further improvement of the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and



enter into agreements pursuant to Section 718.114 of the Condominium Act, subject to the provisions of the Declaration of Condominium, this Association's Articles of Incorporation and these Bylaws; and

(g) Designate one or more committees which, to the extent allowed by Chapter 718, Florida Statutes, and provided in the resolution designating said committee, shall have certain powers of the Board of Directors in the management and affairs and business of the Association. Such committee(s) shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget shall be subject to Section 718.112(2)(c), Florida Statutes. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association are exempted from the provisions of Section 718.112(2)(c), Florida Statutes. Said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors, or its contractor or employees, subject only to approval of Owners when such is specifically required.

Section 16. Recall of Board Members. Subject to the provisions of Florida Statutes 718.301, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of Owners, and the notice shall state the purpose of the meeting. In lieu thereof, recall may be made by an agreement in writing by a majority of all voting interests. If the recall is by written agreement of the Owners, a copy of such agreement shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. If the recall is approved, the Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Owner meeting to recall one or more Board members or receipt of the written agreement, as applicable. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effectively immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed in accordance with Florida Statutes 718.112(2)(j)(3). If the Board fails to duly notice and hold a Board meeting as provided for herein, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules to be adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

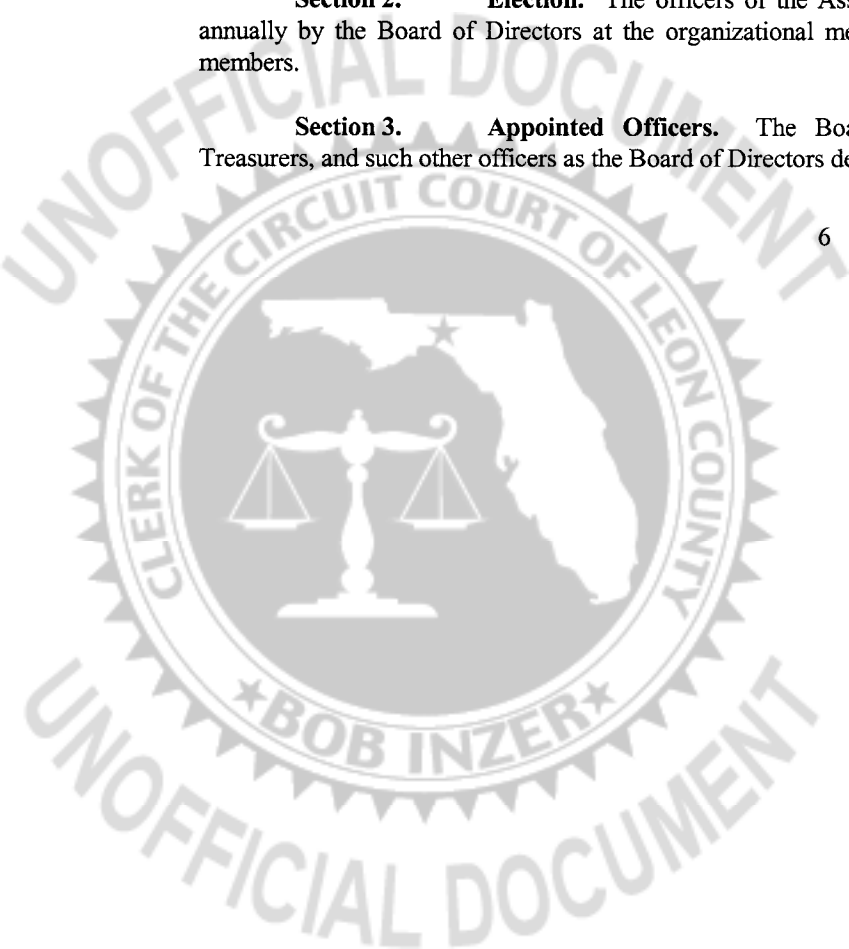
ARTICLE V. Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

One (1) person may not hold more than one of the aforementioned offices, except one (1) person may be Treasurer and hold another office. The President shall be a member of the Board of Directors. Notwithstanding the foregoing, the restriction as to one (1) person holding only one of the aforementioned offices, or the President being a member of the Board of Directors, shall not apply while the Association is under the control of the Declarant, the control being the right of the Declarant to select a majority of the Board of Directors in accordance with Section 718.301 of the Condominium Act.

Section 2. Election. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. Appointed Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.



Section 4. Term. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five (5) persons, then three (3) of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice-President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary. He shall issue notices of all Board of Director's meetings and all meetings of the Owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

Section 8. The Treasurer.

(a) He shall have custody of the Association funds and securities, except the funds payable to any Management Firm, and shall keep full and accurate account of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the manner required by Section 718.111(12) of the Condominium Act.

(b) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(c) He shall collect the assessments and maintenance fees and shall promptly report the status of collections of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees on which reports the transferees may rely.

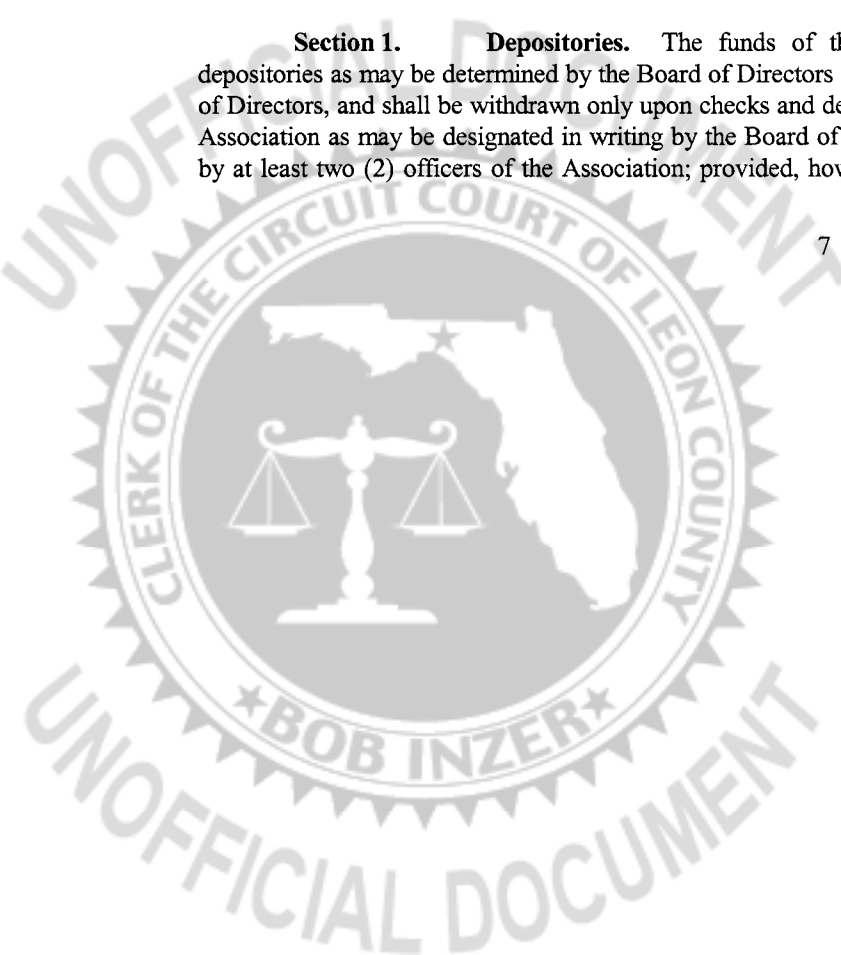
(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(f) The duties of the Treasurer may be fulfilled by a Management Firm employed by the Association, and said Management Firm shall fulfill the duties of the Treasurer, and shall have custody of such books of the Association as the Board of Directors determines in its sole discretion, and the foregoing may include any books required to be kept by the Secretary of the Association.

ARTICLE VI.

Finances, Assessments and Maintenance Fees.

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated in writing by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of any Management Agreement



between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

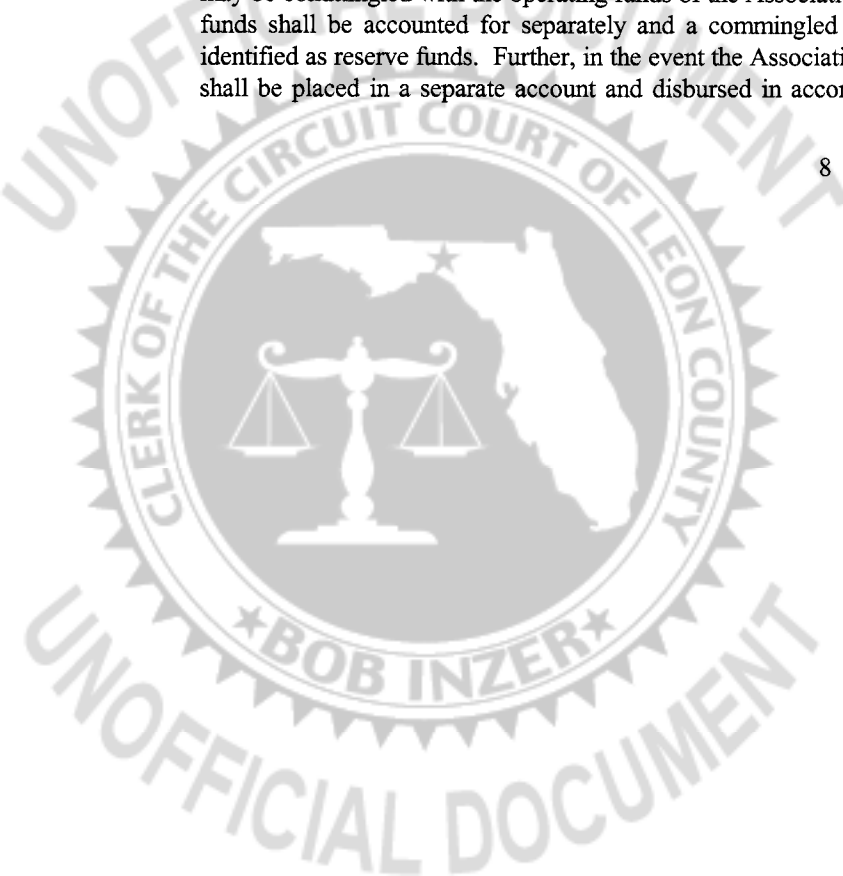
Section 2. Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association, including, but not limited to, any individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its Management Firm at any one time. The premiums on such bonds shall be paid by the Association.

Section 3. Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year, provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such times as the Board of Directors deems it advisable.

Section 4. Determination of Assessments. The Board of Directors of the Association shall fix and determine from time to time, the sum or sums necessary and adequate for the Common Expenses of the Condominium, subject to the terms of the Declaration. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these Bylaws are attached, or by the Condominium Act. The Board of Directors is specifically empowered on behalf of the Association to make and collect assessments and to lease, maintain, repair and replace the Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Owners in the proportions or percentages of sharing Common Expenses, as provided in the Declaration. Regular assessments shall be due and payable monthly on the first day of each month, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors, subject to the Declaration.

A copy of the proposed annual budget of Common Expenses shall be mailed to the Owners at least fourteen (14) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Owners shall be given written notice of the time and place at which the meeting of the Board of Directors shall be held to consider the proposed annual budget of Common Expenses, and such meeting shall be open to the Owners. If the Board adopts in any fiscal year an annual budget which requires assessments against Owners which exceed 115 percent of assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all voting interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall mail to each Owner at the address last furnished to the Association, a notice of the meeting. Owners may consider and adopt a substitute budget at the special meeting by a majority of all voting interests. If there is not a quorum at the special meeting or a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Any determination of whether assessments exceed 115 percent of assessments for the prior fiscal year shall exclude any authorized provision for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses of the Association which the Board does not expect to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property. If the Declarant controls the Board, assessments shall not exceed 115 percent of assessments for the prior fiscal year unless approved by a majority of all voting interests.

Section 5. Application of Payments and Commingling of Funds. All funds collected by the Association shall be maintained separately in the Association's name. For investment purposes only, the reserve funds may be commingled with the operating funds of the Association; provided, however, commingled operating and reserve funds shall be accounted for separately and a commingled account shall not, at any time, be less than the amount identified as reserve funds. Further, in the event the Association is required to collect ad valorem taxes, then such funds shall be placed in a separate account and disbursed in accordance with Florida law. All assessment payments by an



Owner shall be applied first in reduction of interest, delinquencies, costs and attorney's fees, other charges, expenses and advances attributable to the Unit, as provided for herein and in the Declaration. The funds derived from general or special assessments shall be applied in such manner as the Board of Directors determines, consistent with the provisions of the Declaration and these Bylaws.

Section 6. Acceleration of Assessment Installments Upon Default. If an Owner shall be in default in the payment of an installment upon any assessment or maintenance fee, the Board of Directors may accelerate the assessments of such Owner. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

Section 7. Audits. Financial statements reflecting the accounts of the Association shall be compiled annually in such a manner as the Board may decide in accordance with Florida Statutes 718.111(13); provided, however, after having received the Board's financial statements at the annual meeting, the members representing a majority of the total Association vote may require that financial statements of the Association be audited as an Association expense by a certified public accountant. Upon written request of an institutional holder of an Institutional Mortgage, such holder, upon payment of the costs associated therewith, shall be entitled to receive financial statements within ninety (90) days of the date of the request.

Section 8. Application of Surplus. Any payments or receipts to the Association, whether from Owners or otherwise, paid during the year in excess of the operating expenses and other Common Expenses of the Association shall be kept by the Association and applied against the Association's expenses for the following year.

Section 9. Certain Unpaid Assessments to Become Common Expenses. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments are Common Expenses collectable from all the Owners in the Condominium.

ARTICLE VII. Compliance and Default

Section 1. Violations. In the event of a violation (other than the non-payment of an assessment or maintenance fee) by an Owner of any of the provisions of the Declaration of Condominium, these Bylaws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, shall notify the Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of seven (7) days from date of notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and material breach of the Declaration, or of these Bylaws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option elect the following remedies:

- (a) An action at law to recover for its damage, on behalf of the Association or on behalf of the other Owners;
- (b) An action in equity to enforce performance on the part of the Owner; or
- (c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Owner as a specific item.

Section 2. Negligence or Carelessness of Owner, Etc. All Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to



modify any waiver by any insurance company of its rights of subrogation. The expenses for any maintenance, repair or replacement required, as provided in this section, shall be charged to said Owner as a specific item.

Section 3. Costs and Attorney's Fees. In any proceeding arising because of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association or of an Owner to enforce the right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Owner to enforce such right, provisions, covenants or condition in the future.

Section 5. Election of Remedies. All rights, remedies and privileges granted to the Association or Owners, pursuant to any terms, provisions, covenants or conditions of the Condominium 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, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Condominium Documents, or at law or in equity.

Section 6. Action by Association upon Receipt of Owner Complaint. When an Owner files a written complaint by Certified Mail with the Board, the Board shall respond to the Owner within thirty (30) days of receipt of the complaint. The Board shall give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Division. The failure to act within thirty (30) days and to notify the Owner within thirty (30) days after the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the complaint.

**ARTICLE VIII.
Additions and Alterations**

There shall be no additions or alterations to the Common Elements of the Condominium except as specifically provided for in the Declaration of Condominium.

**ARTICLE IX.
Acquisition of Units on Foreclosure.**

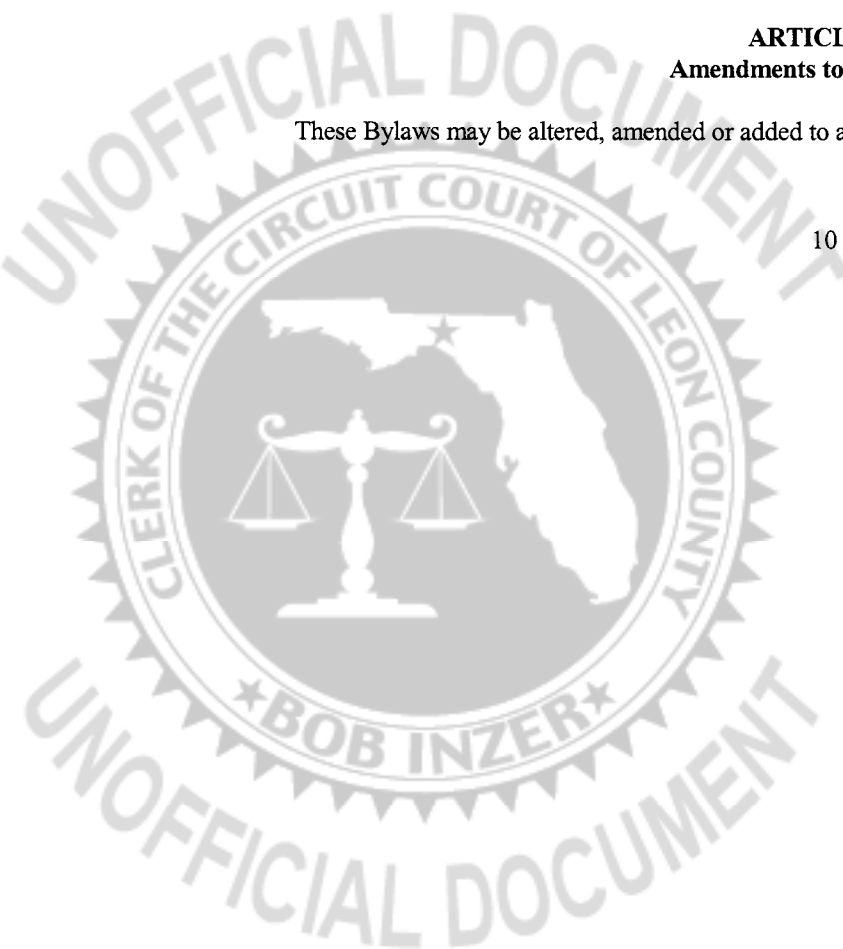
Section 1. At any foreclosure sale of a Unit, the Board of Directors may, with the authorization and approval by the affirmative vote of at least a majority of the Board, acquire in the name of the Association, or its designee, the Condominium Parcel being foreclosed. The term "foreclosure" as used in this section shall mean and include foreclosure of any lien, including the Association's lien for assessments or maintenance fees.

The power of the Board of Directors to acquire a Condominium Parcel at a foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association. The provisions hereof are permissive and are for the purpose of setting forth in the Board of Directors to do so.

Section 2. Transfer of Units. All Owners of Units shall notify the Association of any transfer, by sale or otherwise, of said Unit within ten (10) days of the date of same. Said notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary notices to the person shown as Owner of said Unit in its records, and said notice shall be binding as to any other Owner of said Unit where the Association has not been notified as provided herein.

**ARTICLE X.
Amendments to the Bylaws.**

These Bylaws may be altered, amended or added to at any duly called meeting of the Owners, provided:



(1) Notice of the meeting shall contain a statement of the proposed amendment;

(2) If the amendment has received the unanimous approval of the full Board of Directors; then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the members of the Association;

(3) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than 75% of the total votes of the members of the Association;

(4) Said amendment shall be recorded and certified as required by the Condominium Act.

Notwithstanding the foregoing, these Bylaws may only be amended with the written approval, when required, of the parties specified in the Declaration of Condominium to which these Bylaws are attached.

**ARTICLE XI.
Notices.**

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration of Condominium to which these Bylaws are attached.

**ARTICLE XII.
Indemnifications.**

The Association shall indemnify every Director and every Officer, and their heirs, executors and administrators against all loss, cost and expense reasonably incurred by him in connection with an action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or Officer of the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE XIII.
Liability Survives Termination of Membership.**

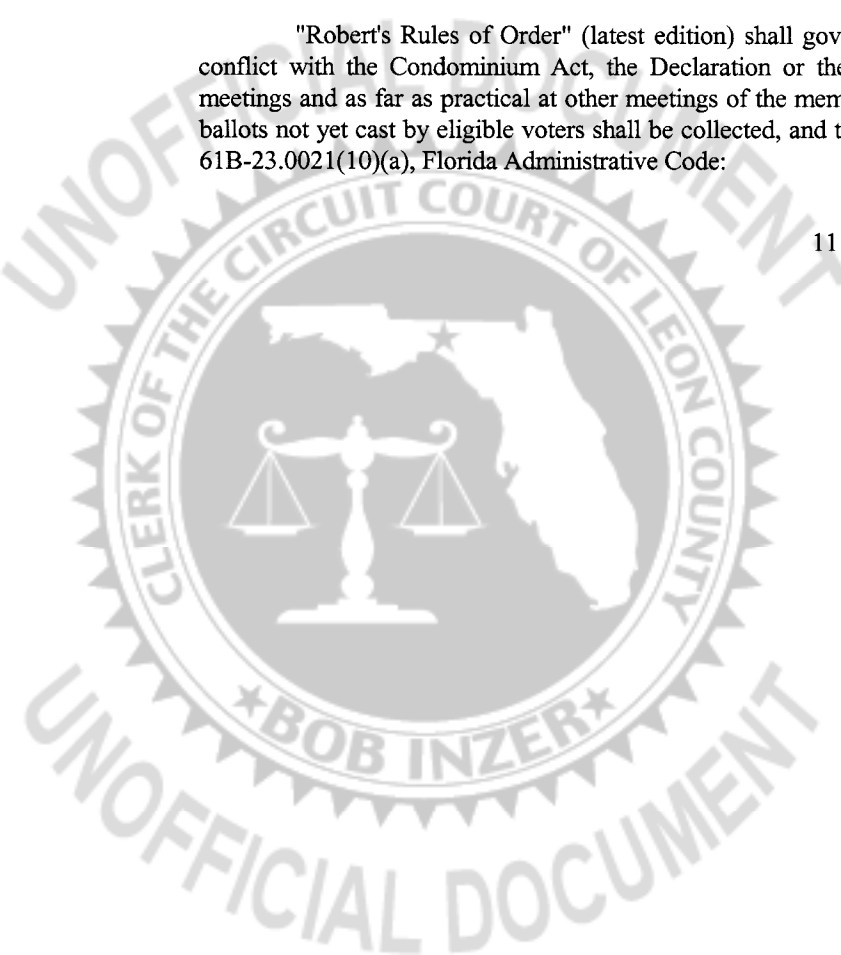
The termination of membership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

**ARTICLE XIV.
Limitation of Liability.**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by the Common Elements or by other Owners or persons.

**ARTICLE XV.
Parliamentary Rules**

"Robert's Rules of Order" (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration or these Bylaws. The order of business at annual members' meetings and as far as practical at other meetings of the members will be; provided, however, prior to the roll call, any ballots not yet cast by eligible voters shall be collected, and the ballots and envelopes handled in accordance with Rule 61B-23.0021(10)(a), Florida Administrative Code:



1. Roll Call;
2. Proof of Notice of Meeting or Waiver of Notice;
3. Reading of Minutes of Prior Meeting;
4. Officers' Reports;
5. Committee Reports;
6. Elections;
7. Unfinished Business;
8. New Business;
9. Adjournment.

ARTICLE XVI.

Liens.

Section 1. Protection of Property. All liens against a Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon a Unit shall be paid before becoming delinquent, as provided in the Condominium Documents or by law, whichever is sooner.

Section 2. Notice of Lien. Owners shall give notice to the Association of every lien upon their Unit, other than for mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

Section 3. Notice of Suit. Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to any Unit or any part of the property, such notice to be given within five (5) days after the Owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE XVII.

Rules and Regulations.

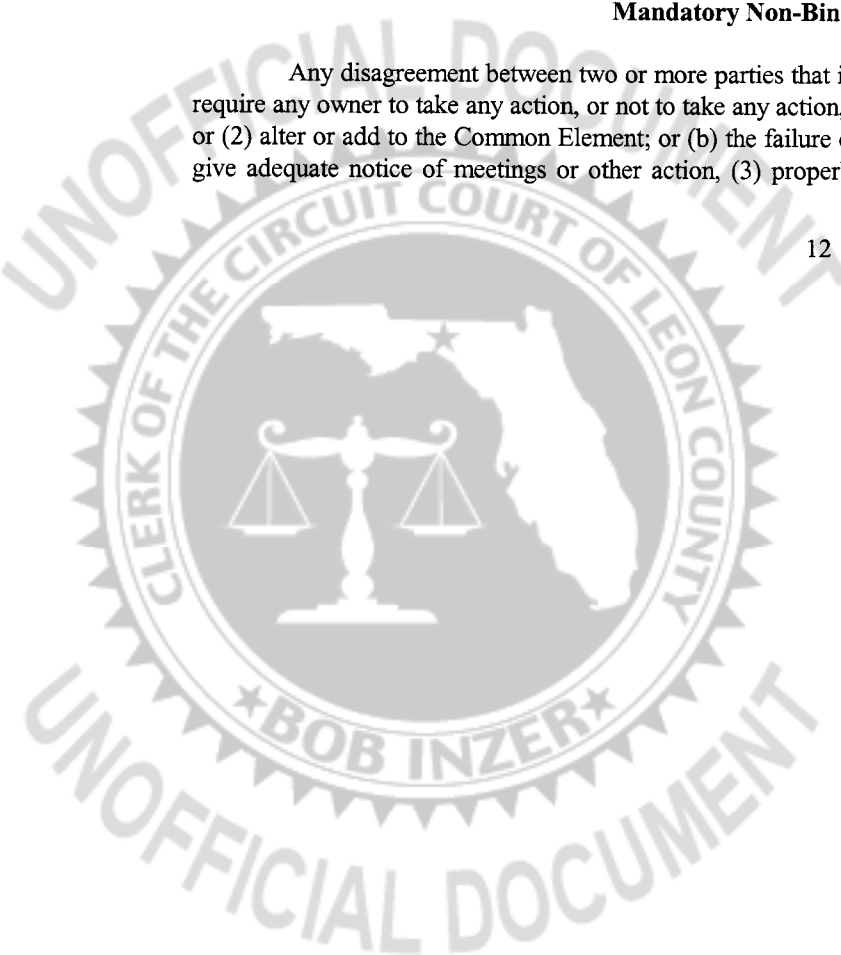
The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Units provided, however, that copies of such Rules and Regulations, prior to the time the same becomes effective, shall be posted in a conspicuous place on the Condominium Property and/or copies of same shall be furnished to each Owner.

The Board of Directors may adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and of the Condominium Property and any facilities or services made available to the Owners. A copy of the Rules and Regulations shall be posted in a conspicuous place and/or copies of same shall be furnished to each Owner. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Condominium Documents, or the Condominium Act, the latter documents shall prevail. If any interpretation conflict should exist or hereafter arise with respect to the interpretation of these Bylaws and the Declaration of Condominium, the provisions of said Declaration shall prevail.

ARTICLE XVIII.

Mandatory Non-Binding Arbitration

Any disagreement between two or more parties that involves: (a) the authority of the Board of Directors to (1) require any owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto or (2) alter or add to the Common Element; or (b) the failure of a governing body to (1) properly conduct elections, (2) give adequate notice of meetings or other action, (3) properly conduct meetings or (4) allow inspection of books or

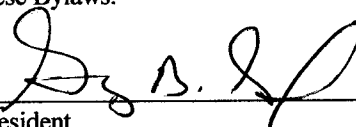


records, shall be submitted to arbitration. Said arbitration shall be non-binding upon the parties thereto, unless the parties agree that such decision shall be binding.


**ARTICLE XIX.
Certificate of Compliance**

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the Condominium Units to the applicable fire and life safety code.

The foregoing were adopted as the Bylaws of **TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC.**, a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors. All provisions of Section 718.112(2)(a) through (m), Florida Statutes, are deemed to be included in these Bylaws.



President



Vice President

Gameday centers southeastern\Tallahassee center\document\bylaws 8-11-04 final



WEINSTOCK & SCAVD

Fax:4042311618

Jun 30 2005 14:50 R.02

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ARTICLES OF INCORPORATION OF TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC.

FILED 2005 JUN 30 14:50

We, the undersigned, hereby associate ourselves together for the purpose of forming a non-profit Association under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and hereby certify as follows:

ARTICLE I

The name of this Association, hereinafter referred to as the "Association," shall be TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC. Its principal office and place of business shall be at Northwestern Corner of Kleman Plaza, Tallahassee, Leon County, Florida. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II

The Association is formed for the purpose of undertaking all of the functions contained herein and in the Declaration of Condominium for Tallahassee Center, A Condominium, recorded or to be recorded in the Official Record Books of Leon County, Florida and for the purpose of performing all functions allocated to such Association by Chapter 718 ("Condominium Act") and to further own, operate, lease, sell, trade, and otherwise deal with property described in said Declaration in accordance with the provisions of the Condominium Act and said Declaration, the Bylaws and these Articles. The Association shall maintain all required records, take all required actions, provide all required notices and reports to members and perform all duties required under the Condominium Act, the Declaration, the Bylaws and these Articles.

In furtherance of the purposes of the Association, the Association may:

- A. exercise all of the powers and privileges and perform all of the duties and obligations of the Association as set forth in the aforescribed Declaration of Condominium as the same may be amended from time to time as therein provided, such Declaration being incorporated herein as if set forth at length;
B. fix, levy, collect and enforce payment of by any lawful means, all charges and assessments pursuant to the terms of said Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Association;
C. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
D. borrow money, and as appropriate, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
E. exercise all of the common law and statutory powers of a corporation not for profit established to govern a Florida condominium; provided, however, that no action shall be taken which conflicts with said Declaration or the Condominium Act;
F. make and enforce reasonable rules and regulations governing the use of Units, Common Elements, Limited Common Elements and any property owned by the Association;
G. maintain, repair, replace and operate property over which the Association has full ownership or the right and power to maintain, replace and operate in accordance with these Articles, said Declaration, the Condominium Act and the By-laws for this Association;

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- H. enforce by legal means the provisions of the Condominium Act, these Articles, the Bylaws of the Association and the regulations to the use of the property of the Condominium;
- I. participate in mergers and consolidations with other not for profit corporations organized for the same or similar purposes;
- J. make and collect assessments against Unit Owners to defray the costs, expenses and losses of the Condominium;
- K. use the proceeds of assessments in the exercise of its powers and duties;
- L. maintain, repair, replace and operate the property of the Condominium;
- M. purchase insurance upon the property of the Condominium and insurance for the protection of the Association and its members as Unit Owners;
- N. reconstruct the improvements after casualty and to further improve the property;
- O. approve or disapprove the transfer, mortgage and ownership of Units as may be provided in the Declaration of Condominium and Bylaws;
- P. contract for the management of the Condominium and to delegate to such contractors all powers and duties of the Association except as such are specifically required by the Declaration of Condominium to have the approval of the Board of Directors or the membership of the Association;
- Q. contract for the management or operation of portions of the Common Elements susceptible to separate management or operation, and to lease such portions; and
- R. employ personnel to perform the services required for proper operation of the Condominium.

ARTICLE III.

Every person or entity who is the record owner of a fee or undivided fee interest in any Unit within the Condominium shall be a member of the Association provided, however, each Unit shall have only one (1) membership regardless of how many persons own the Unit. The foregoing is not intended to include persons or entities owning interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from the ownership of the Unit within the Condominium.

All persons who are owners of Condominium Parcels within said Condominium shall automatically be members of this Association. Such membership shall automatically terminate when such person is no longer an Owner of a Condominium Parcel. Membership in the Association shall be limited to such Condominium Parcel Owners.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium that shall be filed for said condominium among the Public Records of Leon County, Florida.

ARTICLE IV.

This Association shall have perpetual existence.

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ARTICLE V.

The name and residence of the incorporator of these Articles of Incorporation is as follows:

Gary B. Spillers
4150 Brookview Drive, N.W.
Atlanta, Georgia 30339

ARTICLE VI.

Section 1. The affairs of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the Bylaws. The directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify pursuant to the Bylaws. Provisions for such election, and provisions respecting the removal, disqualification and resignation of directors and for filling vacancies of the Board of Directors shall be established by the Bylaws.

Section 2. The principal officers of the Association shall be: President, Vice-President, Secretary, and Treasurer, who shall each be elected from time to time in the manner set forth in the Bylaws adopted by the Association.

ARTICLE VII.

The names of the officers who are to serve until the election of officers, pursuant to the terms of the Declaration of Condominium and Bylaws, are as follows:

Gary B. Spillers	President
Stephen D. Benson	Vice President
Priscilla Thorpe	Treasurer/Secretary

ARTICLE VIII.

The following shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership.

Gary B. Spillers	c/o Gameday Centers Southeastern, LLC 2555 Cumberland Parkway Suite 200 Atlanta, Georgia 30339
Gigi Giannoni	c/o Gameday Centers Southeastern, LLC 2555 Cumberland Parkway Suite 200 Atlanta, Georgia 30339
Priscilla Thorpe	c/o Gameday Centers Southeastern, LLC 2555 Cumberland Parkway Suite 200 Atlanta, Georgia 30339

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ARTICLE IX.

The Bylaws of the Association shall initially be made and adopted by its first Board of Directors.

Prior to the time the Declaration of Condominium for Tallahassee Center, A Condominium, is filed in the Public Records of Leon County, Florida, said first Board of Directors shall have full power to amend, alter or rescind said Bylaws by a majority vote.

After the aforesaid Declaration of Condominium is so filed, the Bylaws may be amended, altered, supplemented or modified by the membership at the annual meeting, or at a duly convened special meeting of the membership, by vote, as follows:

A. If the proposed change has been approved by the unanimous approval of the Board of Directors, then it shall require only a majority vote of the total membership to be adopted.

B. If the proposed change has not been approved by the unanimous vote of the Board of Directors, then the proposed change must be approved by seventy-five percent (75%) of the total vote of the membership.

ARTICLE X.

Amendments to these Articles of Incorporation may be proposed by any member or Director, and shall be adopted in the same manner as is provided for the amendment of the Bylaws as set forth in Article IX above. Said amendment(s) shall be effective when a copy thereof, together with an attached certificate of approval by the membership, sealed, with the corporate seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice-President, has been filed with the Secretary of State, State of Florida, and all filing fees paid.

ARTICLE XI.

This Association shall have all of the powers set forth in Section 617.021, Florida Statutes, all of the powers set forth in the Condominium Act, and all powers granted to it by the Declaration of Condominium and exhibits annexed thereto, including the power to contract for the management of the Condominium and its recreational facilities.

ARTICLE XII.

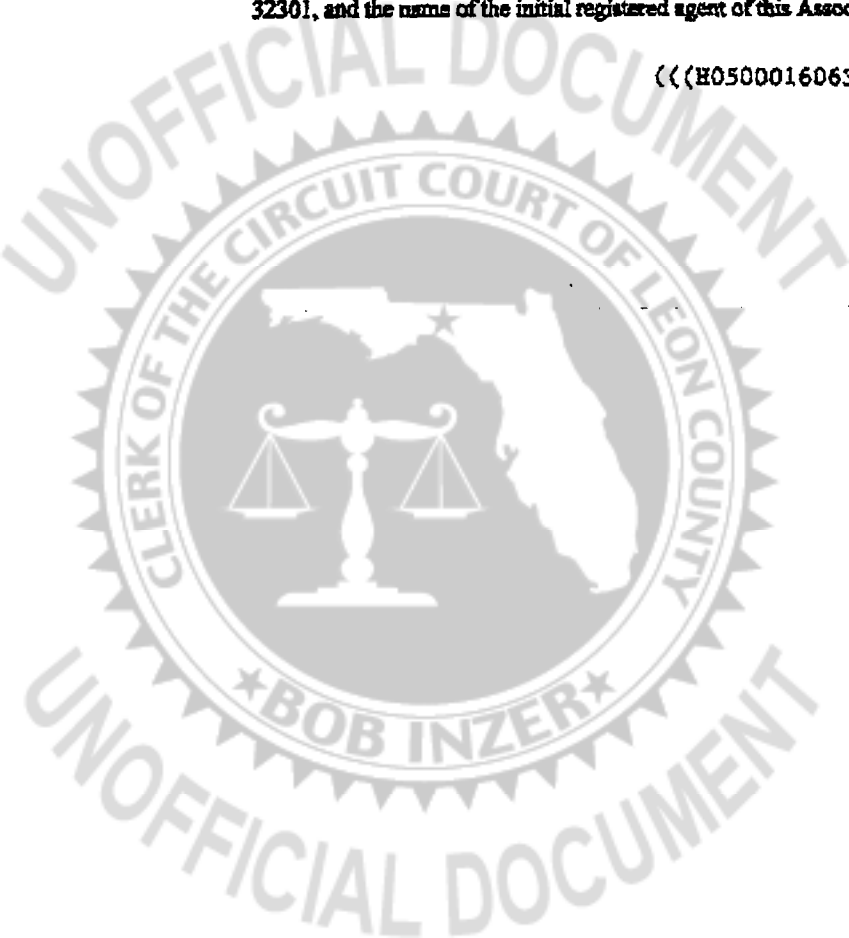
There shall be no dividends paid to any of the members, nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses. The Association may pay compensation in a reasonable amount to its members, directors and officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or liquidation, may make distribution to its members as is permitted by the court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and Bylaws. The voting rights of the Owners of Condominium Parcels shall be as set forth in the Declaration of Condominium and/or Bylaws.

ARTICLE XIII.

The street address of the initial registered office of this Association is 1201 Hayes Street, Tallahassee, Florida 32301, and the name of the initial registered agent of this Association at that address is Corporation Service Company.

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ARTICLE XIV.

Fifteen percent (15%) of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members. The affirmative vote of a majority of the members represented at the meeting at which a quorum is present, and entitled to vote on the subject matter, shall be the act of the members, unless the vote of a greater number is required by these Articles or the Bylaws.

ARTICLE XV.

Section 1. Powers. As a part of the assessments levied pursuant to Article II above, the Association shall levy and collect adequate assessments against members of the Association for the cost of maintenance and operation of any surface water or stormwater management system applicable to the Condominium Property.

Section 2. Assessments. The assessments as referenced above shall be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements, if any.

Section 3. Dissolution. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of any surface water or stormwater management system applicable to the Condominium Property must be transferred to and accepted by an entity which would comply with relevant law including, if applicable, Section 40C-42.027, F.A.C., and be approved by any applicable water management district prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the incorporator hereto has hereunto set his hand and seal this 16th day of June, 2005.

[Signature]
Gary B. Spillers, incorporator

STATE OF GEORGIA
COUNTY OF FULTON

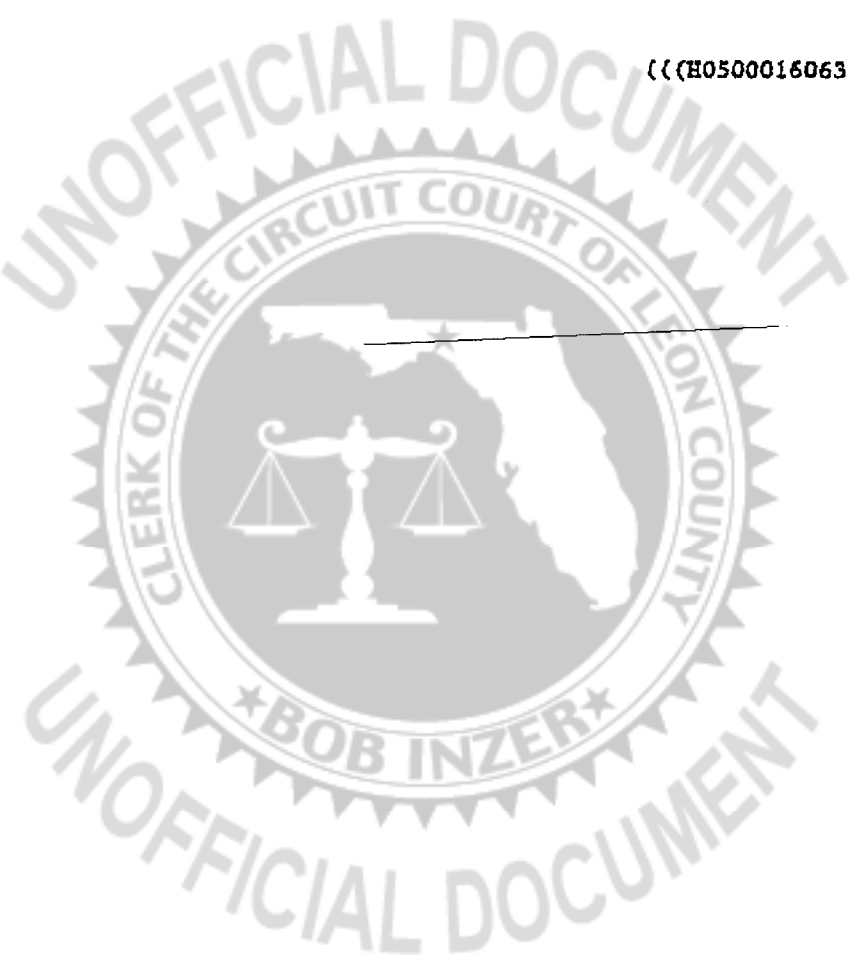
The foregoing instrument was acknowledged before me this 16th day of June, 2005, by Gary B. Spillers, who is personally known to me.

[Signature]
Notary Name:
Title/Rank: Notary Public, State of Georgia
Serial #:

My commission expires: 05 . 15 . 2007

This instrument was prepared by:
Weinstock & Scavo, P.C./Cathleen Robson Smith
3405 Piedmont Road, Suite 300
Atlanta, Georgia 30305

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

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

First - TALLAHASSEE CENTER CONDOMINIUM ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at Northwestern Corner of Klemm Plaza, Tallahassee, County of Leon, State of Florida, 32308, has named Corporation Service Company, located at 1201 Hay's Street, Leon County, Florida 32301, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

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

Signature: [Handwritten Signature]
Print Name: Jeanine Reynolds
Title: as its agent

FILED
2005 JUN 30 A 9:46
CLERK OF THE CIRCUIT COURT OF LEON COUNTY
TALLAHASSEE, FLORIDA

Gateway centers southeast/tallahassee center/document/articles 6-3-05

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EXHIBIT "E"

Certificate of Surveyor and Mapper



EXHIBIT "E"

Certificate of Surveyor and Mapper

COMES NOW, the undersigned, a surveyor and mapper authorized to practice in the State of Florida and sayeth the following:

1. This Certificate is made pursuant to and in accordance with the Florida Condominium Act, Section 718.104(4)(e), thereof.

2. This Certificate is made in respect to Tallahassee Center, A Condominium, located in Leon County, Florida, at Northwestern Corner of Kleman Plaza, Tallahassee, Florida 32308.

3. The construction of the improvements known as Tallahassee Center, A Condominium, containing Units 101, 102, 103, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306A, 306B, 307, 308, 309, 310, 311, 312, 313, 314, 401, 402, 403, 404, 405, 406A, 406B, 407, 408, 409, 410, 411, 412, 413, 414, 501, 502, 503, 504, 505, 506A, 506B, 507, 508, 509, 510, 511, 512, 513, 514, 601, 602, 603, 604, 605, 606A, 606B, 607, 608, 609, 610, 611, 612, 613, 614, 701, 702, 703, 704, 705, 706A, 706B, 707, 708, 709, 710, 711, 712, 713, 714, 801, 802, 803, 804, 805, 806, 807, 808, 901, 902, 903, 904, 905, 906, 907, 908, 1001, 1002, 1003, 1004, 1005, 1006, 1101, 1102, 1103 and 1104, is substantially complete so that the material, together with the provisions of the Condominium Declaration to be recorded in the Public Records of Leon County, Florida, describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and so that the identification, location, and dimensions of the Common Elements and of each Unit can be determined from these materials.

4. All planned improvements, including, but not limited to, landscaping, utility services and access to the Building containing the Units, and the Common Element facilities serving such Building have been substantially completed.

IN WITNESS WHEREOF, the undersigned, being a duly licensed surveyor and mapper authorized to practice in the State of Florida, has executed this Certificate pursuant to the afore-referenced section of the Florida Condominium Act.

Paul N. Williamson
Print Name: Paul N. Williamson
License #: 3208
[PLEASE AFFIX PROFESSIONAL STAMP]

STATE OF FLORIDA
COUNTY OF LEON

BEFORE ME, the undersigned authority, personally appeared Paul N. Williamson, to me well known to be the person described in and who executed the foregoing instrument not for profit and he/she acknowledged before me that he/she executed such instrument.

WITNESS my hand and official seal at said county and state, this 5th day of September, 2007.

David Duplex
Notary Public
My Commission Expires: 11/31/07

Gameday southeaster tallahassee center document certificate of surveyor

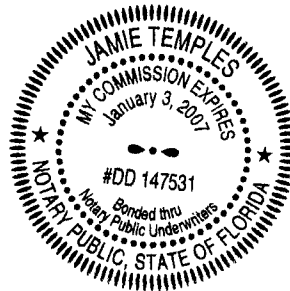


EXHIBIT "F"

Parking Space Assignments

PARKING SPACE	UNIT NUMBER
PH1	1002
PH2	1002
PH3	1001
PH4	1001
PH5	1102
PH6	1102
PH7	1101
PH8	1101
PH9	1103
PH10	1103
PH11	1104
PH12	1104
GM	103
C1	101
C2	101
C3	101
C4	102
C5	102
C6	102
C7	102
C8	102

