



CFN:2000239222 12-12-2000 10:28 am
OR Book/Page: 4260 / 2298

THIS INSTRUMENT PREPARED BY AND
RETURN TO:
GARY FOLENC
411 Lofts Drive
Melbourne, Florida 32940

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 45	#Names: 2
Trust: 23.00	Rec: 181.00
Deed: 0.00	Serv: 0.00
Mtg: 0.00	Excise: 0.00
	Int Tax: 0.00

DECLARATION OF CONDOMINIUM

FOR

BAYTREE PROFESSIONAL CENTER, A COMMERCIAL CONDOMINIUM

BAYTREE OFFICE PARTNERS, INC., a Florida corporation ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes, as enacted upon date of recordation hereof (the "Condominium Act").

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be; shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

1.0 DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

1.1 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

1.2 "Association" or "Corporation" means Baytree Professional Center Owners Association, Inc. the Florida not-for-profit corporation responsible for the operation of the Condominium.

1.3 "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.

1.4 "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

1.5 "Common Elements" means that portion of the Condominium Property not included in the Units (sometimes referred to as "Common Area").

1.6 "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole, of individual Unit Owners, or of the Association which are assessed against the Unit Owners.

1.7 "Common Surplus" means the excess of all receipts of the Association, including

but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

1.8 "Condominium Building" means the structure which comprises that part of the Condominium Property within which the Units are located.

1.9 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

1.10 "Condominium Property" means and includes all lands that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

1.11 "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

1.12 "Developer" means the Baytree Office Partners, Inc., a Florida corporation, and its successors and assigns.

1.13 "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units (sometimes referred to as "Limited Common Areas").

1.14 "Mortgagee" means a bank, the Developer, any Unit Owner who finances a purchase with seller financing, a savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel.

1.15 "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

1.16 "Unit" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land improvements.

1.17 "Unit Owner" or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Brevard County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

1.18 "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

1.19 "The Condominium" or "this Condominium" means BAYTREE PROFESSIONAL CENTER, a commercial condominium.

2.0 CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

2.1 The name of this Condominium is BAYTREE PROFESSIONAL CENTER, a commercial condominium.

2.2 There shall pass with each Unit as appurtenances thereto:



CFN.2000239222

OR Book/Page: 4260 / 2300

2.2.1 An undivided share in the Common Elements.

2.2.2 An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

2.2.3 An undivided share in the Common Surplus.

2.2.4 Membership of the Unit Owner in the Association.

2.3 Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration. He shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

2.4 Each Unit is identified by a specific letter designation (e.g. Unit A through C) as set forth in Exhibit "B" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall such Owner own pipes, wires, conduits or other utility lines running through his Unit which are utilized for, or service another Unit, or the Common Elements, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including drywall or plaster, paint and wallpaper.

2.5 Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of the following items which service only his Unit: (i) all components for the individual air conditioning unit(s), (ii) all electrical wiring, (iii) electrical boxes, (iv) conduits, (v) alarm system wiring, (vi) hot water tanks, and (vii) plumbing together with any other items which service only his Unit although such items may be located within the Common Areas.

2.6 "Time share estates" may not be created in any Unit by any person or entity. As used herein, "time share estates" includes any arrangement, plan, scheme or similar device, whether by membership agreement, tenancy in common, interval ownership, sale, lease, deed, rental agreement, license or right-to-use agreement, whereby an owner of the time share estate receives a right to the use of a Unit and the Common Elements for a period of not less than seven (7) days during any given year and which extends for a period of more than three (3) years.

2.7 The Units shall be used only for the purposes allowed by the applicable zoning classification for the Condominium Property, this Declaration and the Master Declaration.

3.0 RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

3.1 The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

3.2 A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

3.3 The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.



CFN:2000239222

OR Book/Page: 4260 / 2301

4.0 COMMON ELEMENTS.

4.1 Common Elements include the following:

4.1.1 The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

4.1.2 Any portion of the Condominium Property which is not included within the Units or Limited Common Elements.

4.1.3 An easement of support which is hereby created in every portion of a Unit which contributes to the support of the Condominium Building.

4.1.4 The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

4.1.5 Easements through Units for conduit ducts, plumbing, wiring, cable television services and other facilities for the furnishing of utility services to Units and the Common Elements.

4.2 The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is one divided by the number of units located within the Condominium Property.

The undivided shares of Common Elements for each Unit are listed on Exhibit "E", attached hereto.

5.0 LIMITED COMMON ELEMENTS.

5.1 The Limited Common Elements are also depicted on the plot plan and survey attached as Exhibit "B" hereto and may, in the future, include other areas designated "Limited Common Elements" pursuant to an amendment to this Declaration added pursuant to Article 7 below.

5.2 The Limited Common Elements shall be maintained by the Unit Owners which

use the Limited Common Elements or which are benefitted by the Limited Common Elements. The costs of maintaining, repairing and replacing the Limited Common Elements shall be borne equally by the Unit Owners which use the Limited Common Elements. The Limited Common Elements may be used by only one Unit Owner.

If a Unit Owner fails to pay its pro rata share of the maintenance costs of the Limited Common Elements, the other Unit Owners which use the Limited Common Elements ("Other Unit Owners"), or the Association, may make such repairs as they may deem necessary and the costs of them shall be assessed against the defaulting Unit Owner. The Other Unit Owners or the Association shall have a lien against the defaulting Unit Owner for the costs of any repairs it shall make for the defaulting Unit Owner, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the maximum rate allowed by law and a reasonable attorney fee incurred by the Other Unit Owners or the Association, or both, for collection.

6.0 DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

6.1 The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.

6.2 Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

6.3 The identification location and dimensions of each Unit and the Common Elements and Limited Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements, the Limited Common Elements, and each Unit and provides accurate representations of their locations and dimensions.

7.0 AMENDMENT OF DECLARATION.

7.1 This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of more than two-thirds (2/3) of the Units. This Declaration may also be amended by the Developer, without a vote of the Unit Owners, pursuant to Section 718.104, Florida Statutes. All amendments shall be evidenced by a certificate and recorded among the Public Records of Brevard County, Florida, provided however, that except as is otherwise provided in this Declaration:

7.1.1 Subject to the provisions of this Article 7, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment and unless a majority of voting interests of all Units approve the Amendment; and

7.1.2 No amendment shall materially impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. Mortgagee's consent shall not be unreasonably withheld.

7.1.3 No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

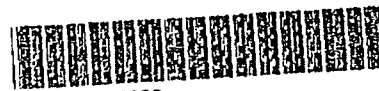
7.1.4 Any amendment which would affect the Surface Water Management System, including water management portions of the Common Elements, shall not be passed without the prior written approval of all applicable governmental agencies.

7.2 Invalidity of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

8.0 THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

8.1 The operation of the Condominium shall be vested in the Association. The Association has been organized or will be organized as a not-for-profit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "C".

8.2 No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.



8.3 All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

8.4 Each Unit Owner shall be entitled to a vote equal to its percentage of ownership of the Common Element in accordance with the voting privileges set forth in the Articles and By-Laws. Multiple owners of a Unit shall collectively be entitled to its vote for said Unit in accordance with voting privileges set forth in the Articles and By-Laws. There shall be no cumulative voting.

8.5 The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

8.5.1 The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

8.5.2 The power to levy and collect Assessments from Unit Owners and to lease, maintain, repair and replace the Common Elements.

8.5.3 The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

8.5.4 The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium.

8.5.5 The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

8.5.6 The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

8.5.7 The power to purchase Units and to acquire, hold, lease, mortgage and convey the same.

8.6 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

8.6.1 By act or omission seek to abandon or terminate the Condominium;

8.6.2 Change the pro rata interest or obligations of any individual Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Unit in the Common Elements;

8.6.3 Partition or subdivide any Unit;

8.6.4 By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall



not be deemed a transfer within the meaning of this clause.);

8.6.5 Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion; provided, however, if after repair, replacement or reconstruction of such portion, if there are surplus insurance proceeds, they shall be deposited to the operating account of the Association.

9.0 BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

10.0 MAINTENANCE; LIMITATION UPON IMPROVEMENT.

10.1 The maintenance of the Common Elements shall be the responsibility of the Association; provided however, that the Association shall not be responsible for the maintenance, repair or replacement of any air conditioning compressor, electrical wiring, plumbing, alarm system wiring, hot water tanks, conduits, or other items located outside the Units which service a particular Unit, which responsibility shall, instead, be borne solely by the Owner of such Unit. The Association may initially incur the charge related to said specific items servicing a specific Unit, but the Association shall assess the charge against the responsible Unit Owner who agrees to pay the special assessment.

10.2 Subject to the provisions of Article 7, there shall be no material alteration or substantial addition to the Common Elements other than in the manner provided herein unless approved by a majority of the record owners of all Units.

10.3 No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

10.4 No privacy fence, wall, gate or other structure may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure have been approved in writing by the Association. Nothing contained in this paragraph shall be construed to lessen the obligation of any Unit Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Developer.

11.0 COMMON EXPENSES AND COMMON SURPLUS.

11.1 Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements and Limited Common Elements, when applicable, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

11.2 Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

11.3 Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to



those proportions of ownership in the Common Elements as provided in this Declaration.

12.0 ASSESSMENTS; LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.

12.1 The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable in advance, monthly, on the first day of each such month; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

12.2 The Association may determine and fix Special Assessments against individual Unit Owners to pay for the costs and expenses incurred by the Association in maintaining, repairing or replacing items which service only a particular Unit, including, but not limited to, electrical wiring, conduits, hot water tanks, alarm system wiring, air conditioners, and signage.

12.3 A Unit Owner, regardless of the manner in which he acquired title to his unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. A grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of the conveyance, except that the liability for prior Assessments of first mortgagees acquiring title through foreclosure or a deed in lieu of foreclosure shall be limited to a period of Assessments not exceeding six (6) months, subject to a maximum liability of one percent (1%) of the original mortgage debt. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

12.4 Assessments and installments thereof not paid when due shall bear interest from the tenth day after the due date until paid at the maximum rate allowed under Florida law. If the delinquent installment(s) of Assessments and any charges thereon are not paid in full when due, the Association at its option may, in accordance with the requirements of the Condominium Act, declare all of the unpaid balance of the annual Assessment to be immediately due and payable without further demand and may enforce the collection thereof and all charges thereon in the manner authorized by law and this Declaration. In addition to the payment of interest as provided for herein, if an assessment is not paid within ten (10) days after becoming due, the Unit Owner shall pay to the Association an administrative late fee in an amount equal to the greater of (i) \$25 or (ii) five percent (5%) of each installment of the assessment that payment is late.

12.5 The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner thereof for any unpaid Assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. As to first mortgages of record, the lien shall be evidenced by a claim recorded among the Public Records of Brevard County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording. As to other than first mortgages of record, the lien shall relate back to the recording of the original Declaration of Condominium creating the Unit. The Board of Administration may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the



best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

12.6 Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

12.7 Any unpaid share of Common Expenses or Assessments for which a first mortgage mortgagee is relieved from liability under the provisions of this Declaration shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A first mortgage mortgagee may not, during the period of its ownership of such Parcel, whether or not such Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

12.8 The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

12.9 Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

12.10 Except as provided in paragraph 12.6 hereof, no Unit Owner may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. A copy of the Estimated Operating Budget is attached hereto as Exhibit "F".

13.0 TERMINATION OF CONDOMINIUM.

Subject to the provisions of this Declaration concerning total or substantial destruction, the Condominium Property may be removed from the provisions of this Declaration at any time by a vote of eighty (80%) percent of the voting rights of all Unit Owners and unanimous written consent of all of the first mortgage holders by an instrument to that effect signed by the president or vice president and secretary of the Association with the formalities of a deed and duly recorded in the public records of Brevard County, Florida. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the Condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the Insurance Trustee selected by the Board of Administration of the Association.

14.0 EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

15.0 LIMITATION OF LIABILITY.

15.1 The liability of each Unit Owner for Common Expenses shall be limited to the



amounts assessed against him from time to time in accordance with this Declaration, the Articles and the By-Laws.

15.2 A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

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

16.0 LIENS.

16.1 With the exception of liens provided for in this Article, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

16.2 Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

16.3 In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the Lienor to release the lien of record from such Condominium Parcel.

17.0 REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

18.0 EASEMENTS.

18.1 Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon walks and other Common Elements intended for such purposes.

18.2 The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction,



reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

18.3 The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

18.4 The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole discretion to be necessary to consummate the sale, lease or rental of any Unit including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted.

18.5 An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. Such easements shall be for the use and benefit of the members of the Association, as well as the invitees, guests, employers and agents of such members; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated for parking purposes.

18.6 Easements over parts of the Common Elements shall exist for access, right of way, drainage and utilities as described on the plat of the Condominium recorded of even date herewith.

19.0 USE RESTRICTIONS.

19.1 Each Unit shall used and occupied only as an office, clinic or laboratory, and such office, clinic or laboratory shall only be used or occupied for professional use. For purposes of this paragraph, professional use shall be deemed to include dentists, medical or osteopathic physicians, attorneys, engineers, architects, accountants, insurance representatives, financial institutions, financial advisors, real estate firms and general office uses. Each Unit shall be used only for the delivery of professional services.

19.2 Each Unit may have signs for its Unit which shall be a Limited Common Element and which shall comply with the provisions of this paragraph. Each Unit may place an identifying sign on a monopole street sign erected by the Association for that purpose. The monopole street sign shall be a Common Element. Each Unit Owner may affix an identifying sign at the entry way to the Unit and all such signage shall be subject to written approval of the Association. No other signage, including "for sale" or "for rent" signs or any other displays or advertising shall be erected on the Condominium Property except that the Developer may at any time place a for sale or for rent sign in connection with any unsold or unoccupied Unit that it may from time to time own and this right is further reserved to an institutional first mortgagee



which may become a Unit Owner of a Unit and to the Association as to any Unit that it may own.

19.3 All parking shall be non-exclusive.

19.4 Reasonable regulations concerning the use of the Condominium Property may be imposed by the Association from time to time. Copies of any such regulations shall be furnished to all Unit Owners and tenants occupying any units.

20.0 ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their family, lessees or guests.

21.0 INSURANCE.

21.1 Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit 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 Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

21.2 Coverage.

21.2.1 Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against:

21.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

21.2.1.2 Such other risks, such as vandalism and malicious mischief, as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the Condominium Building.

21.2.2 Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and non-owned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.



Workers, compensation insurance meeting all the requirements of the laws applicable.

21.2.4 Directors and officers liability insurance, if available.

21.2.5 Such other insurance as the Board of Administration shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

21.3 Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses; provided however, any portion of the insurance premium which is charged in excess of the normal amount because of the insurance rating of a Unit based on its use, shall be the sole responsibility of the Unit Owner responsible for said excess amount. Any unit Owner who is responsible for excess insurance premium being charged hereby agrees to pay said excess amount.

21.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or 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 stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares which shares need not be set forth on the records of the Insurance Trustee.

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

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

21.4.2.1 When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

21.4.2.2 When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

21.4.3 Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

21.5 Distribution of Proceeds. In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association treasurer and paid over to the Insurance Trustee if said proceeds are in excess of \$50,000, to be held by the Insurance Trustee in trust to be used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Association Board of Administration. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the



event the proceeds are not sufficient to pay the cost of reconstruction and the Trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against a Unit Owner, but if it is determined that the damage was proximately caused by the negligence of a Unit Owner, the Unit Owner may be assessed a sum sufficient to reimburse the Association for any deficiency in insurance proceeds and the Association shall have a lien for that amount, plus interest at the maximum rate allowed by law from the date of the assessments, and reasonable attorneys' fees, to the same extent that it has a lien for any unpaid assessments under the Condominium Act. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are less than \$50,000 they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Administration for the above purposes.

In the event of a total or substantial destruction of all of the Condominium improvements, the improvements shall be restored as above provided unless the owners of two-thirds of the voting rights of the units in the Condominium vote to terminate this Condominium. In the event the Condominium is to be terminated, then all Owners of units will immediately convey all their right, title and interest to their respective units to the Insurance Trustee selected by the Board of Administration, to be held by the Trustee in trust. The recording of each conveyance to the Trustee in the public records of Brevard County, Florida will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that Unit Owner's share of the common surplus to be subsequently distributed by the Trustee as herein provided. The Trustee shall collect all insurance proceeds payable as a result of the destruction, shall collect all assets of the Association which are allocable to the units in this Condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the Condominium property, by whatever means the Association Board of Administration shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. After conveyance of title to the purchaser free and clear of all liens and encumbrances and after payment of reasonable Trustee's fees, appraiser's fees, and other costs reasonably incurred, the Trustee shall apportion the remaining funds in his hands among the units in accordance with the Common Expenses percentages. The Trustee shall distribute each unit's share of the funds jointly to the record title Owners of each unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of its conveyance to the Trustee by the Unit Owner. All mortgages and other liens upon the respective units shall be fully released and discharged as herein provided even though the share of a particular unit in the funds is insufficient to pay all liens in full; in that event the lienholders who had priority against the title to the unit shall have priority of payment of the unit's share of the common surplus. None of these actions shall relieve the Unit Owner of his personal liability for any deficiency which may be caused by any liens to which his unit is subject at the time of his conveyance to the Trustee. Mortgagees and other lienholders will evidence their acceptance and consent to the foregoing provisions by the acceptance of their mortgage or perfection of their lien. The provisions of this paragraph may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

21.6 Unit Owners, Personal Insurance. Unit Owners shall be required to obtain their own individual insurance policies to insure against damage and liability to the individual Units and personal property located therein not covered by the insurance described above.

22.0 EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

The Developer may require from time to time the execution of certain documents required by the City of Melbourne, Brevard County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized agent may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate,



constitute and appoint the Developer, through its duly authorized agent, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

23.0 EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated, of if a settlement is reached pertaining to an eminent domain proceeding, against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

24.0 GENERAL PROVISIONS.

24.1 If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

24.2 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

24.2.1 Assessment of the Developer as a Unit Owner for capital improvements, and

24.2.2 Any action by the Association that would be detrimental to the Developer's sale of Units.

24.3 Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of business in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to BAYTREE PROFESSIONAL CENTER, 1299 Bedford Drive # A, Melbourne, Florida 32940. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

24.4 The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$100.00 per violation for each day that such Owner continues to violate any of the requirements of this Declaration after the Association has given notice of such violation and an opportunity for hearing to the Unit Owners. No fine for a single continuing violation shall exceed \$1,000 in the aggregate.

24.5 The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including a reasonable attorney fee at both trial and appellate level, incurred by it in bringing such action.

24.6 Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.



24.7 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

24.8 So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's reasonable opinion, would adversely affect the Developer's marketing program with respect to Units.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 14th day of NOVEMBER, 2000.

DEVELOPER:

BAYTREE OFFICE PARTNERS, INC.

Gary J. Foleno
Melissa Mills

By: Gary J. Foleno

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 14 day of NOVEMBER, 2000, by Gary J. Foleno, President of Baytree Office Partners, Inc., a Florida corporation. He is personally known to me or has produced a _____ as identification.

[Signature]



CFN:2000239222
OR Book/Page: 4260 / 2313

EXHIBIT "C"
ARTICLES OF INCORPORATION
of
BAYTREE PROFESSIONAL CENTER
OWNERS ASSOCIATION, INC.
A Not-for-Profit Corporation

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I
NAME

The name of this corporation shall be BAYTREE PROFESSIONAL CENTER OWNERS ASSOCIATION, INC. ("Association"). The terms contained in these Articles of Incorporation shall have the same meaning as set forth in the Declaration unless otherwise defined herein.

ARTICLE II
PURPOSES

The purposes for which this Association is formed are as follows:

A. To form an "Association" as defined in Chapter 718, Florida Statutes, ("Condominium Act"), and, as such, to operate, maintain, repair, improve, reconstruct and administer the Condominium Property of, and to perform the acts and duties necessary and desirable for the management of the Units and Common Elements in Wickham Plaza Office Condominium (the "Condominium"); and to own, operate, lease, sell and trade property, whether real or personal, including Units in the Condominium, as may be necessary or convenient in the administration of the Condominium Property.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium ("Declaration") of each Unit.

C. To establish by-laws for the operation of the Condominium Property ("By-Laws"), provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Condominium Act, the Declarations, these Articles of Incorporation and the By-Laws.

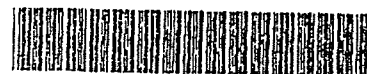
D. The Association shall have all of the common law and statutory powers provided under the laws of the State of Florida, and those powers provided by the Condominium Act, the Declarations, these Articles and the By-Laws of the Association.

ARTICLE III
MEMBERS

A. All Unit Owners in the Condominium shall automatically be members of the Association and membership shall automatically terminate when titles to their Unit is conveyed. If a member conveys title to his Unit under the provisions of the Declaration, the new Unit Owner shall automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

B. Each Unit shall have a vote equal to its percentage of ownership of the Common Elements in all elections of the Association. An individual, corporation or other entity owning an interest in more than one Unit may be designated as the voting Member for each Unit in which he or it owns an interest.

THIS INSTRUMENT PREPARED BY:
GARY FOLENO
411 Lofts Drive
Melbourne, Florida 32940
(321) 242-3148



CFN:2000239222
OR Book/Page: 4260 / 2314

C. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. No part of the income of the Association shall be distributed to its Members, directors or officers.

ARTICLE IV EXISTENCE

This Association shall have perpetual existence. In the event that the Association is dissolved, portions of the Common Elements which consist of the surface water management system shall remain under the control of the Association. In the event that acceptance of such dedication is refused, such portion of the Common Elements shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization, to be devoted to surface water management purposes.

ARTICLE V INCORPORATORS

The names and street addresses of the incorporator to these Articles of Incorporation are as follows:

Name	Address
Gary Foleno	411 Lofts Drive Melbourne, FL 32940

ARTICLE VI DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Administration composed of not less than three (3) persons ("Directors"). The first Board of Administration shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with the Association's By-Laws.

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term.

C. All officers shall be elected by the Board of Administration in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Administration shall elect from among the Members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Administration but no other officer need be a Director.

ARTICLE VII FIRST BOARD OF ADMINISTRATION

The following persons shall constitute the first Board of Administration and shall serve until the first election of the Board of Administration at the first regular meeting of the membership:



CFN:2000239222

OR Book/Page: 4260 / 2315



CFN:2000239222

OR Book/Page: 4260 / 2316

<u>Name</u>	<u>Address</u>
Ronald Foleno	PO Box 410457 Melbourne, FL 32941-0457
Connor Roberts	PO Box 410457 Melbourne, FL 32941-0457
Lisa Foleno	PO Box 410457 Melbourne, FL 32940-0457

ARTICLE VIII OFFICERS

Subject to the direction of the Board of Administration, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Administration. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Administration:

<u>Name</u>	<u>Office</u>
Ronald Foleno	President
Connor Roberts	Vice President
Lisa Foleno	Secretary/Treasurer

ARTICLE IX BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Administration and attached to the Declaration to be filed among the Public Records of Brevard County, Florida. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the developer referred to in the Declaration, and the Exhibits attached thereto, without the Developer's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

ARTICLE X AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Condominium Act or the Declaration may be made by ten percent (10%) of the members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Should the President fail to call such special meeting, the members may, in lieu thereof, call a special meeting. Such request shall state the purpose or purposes of the proposed amendment(s). Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of a majority of the votes of the members shall be required for approval of the proposed amendment or amendments.

B. Any member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

C. Notwithstanding anything herein to the contrary, these Articles may be amended only by the Developer of the Condominium during such time as the Developer shall be in control of the Association; provided, further, that the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

ARTICLE XI INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Administration as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII ADDRESS

The principal address of the Association shall be 411 Lofts Drive Melbourne, Florida 32940, or at such other place as may be subsequently designated by the Board of Administration.

ARTICLE XIII CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the "Developer" as defined in the Declarations.

ARTICLE XIV QUORUM

A quorum at members' meeting shall be attained by the presence, either in person or by proxy, of persons entitled to cast one-third (33 1/3%) of the votes of members. If voting rights of any Owner are suspended pursuant to the provisions of the Declaration or the By-Laws, then the vote(s) of such Owner shall not be counted for the purpose of determining the presence of a quorum and a total number of authorized votes shall be reduced accordingly during the period of such suspension.

ARTICLE XV INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the corporation is 411 Lofts Drive Melbourne, Florida 32940 and the name of the Association's initial registered agent at that address is GARY FOLENO.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 14th day of November, 2000.

Lisa J. Foleno

Melissa Mills

Gary Foleno
GARY FOLENO



CFN:2000239222

OR Book/Page: 4260 / 2317

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared GARY FOLENO, personally known to me, who being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed on this 14th day of November 2000.



Notary Public
My Commission Expires July 11, 2002



CERTIFICATE OF RESIDENT AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act: BAYTREE PROFESSIONAL CENTER OWNERS ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at Melbourne, County of Brevard, State of Florida, has named Gary Foleno located at 1299 Bedford Drive, Suite C, Melbourne, FL 32940, as its agent to accept service of process for the above-stated corporation, at the place designated in this Certificate. I hereby accept to act in this capacity, and agree to comply with provisions of said Act relative to keeping open said office.

Date: November 14th, 2000


Gary Foleno, Resident Agent

CFN:2000239222

OR Book/Page: 4260 / 2318