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This instrument was prepared by:
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OF
SHEPPARD & ALOIA
ATTORNEYS AT LAW
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City of Lehigh Acres, Florida

DECLARATION OF RESTRICTIONS, LIMITATIONS, COVENANTS AND
USES CREATING AND ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

for

THE FAIRWAYS CONDOMINIUM OF
LEHIGH ACRES, FLORIDA, INC.

WHEREAS, LEHIGH ACRES CONSTRUCTION CORPORATION, a Florida corporation, hereinafter referred to as "Owner", owns, and has improved certain property, hereinafter described, by constructing thereon a twenty-eight (28) unit structure known as The Fairways Condominium of Lehigh Acres, Florida, Inc., said structure being constructed substantially in accordance with the plans and specifications prepared by Stanley K. Ink, Engineer and Surveyor, for a twenty-eight (28) unit structure for Lehigh Acres Construction Corporation, marked "THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC." which plans and specifications have been filed and recorded herewith by attachment as Exhibit I, and survey prepared by Stanley K. Ink, Registered Land Surveyor, on January 5, 1970, being his order # 1694, which are attached hereto and made a part hereof as Exhibit II; and

WHEREAS, said Owner has established by this Declaration a plan for condominium ownership providing for the individual ownership of the area or space contained in the individual units in said structure, and the joint ownership by the individual and separate owners thereon, as tenants in common, of all the remaining real property, which is hereinafter referred to as the "common elements";

NOW THEREFORE, the said Owner of the property, situate lying and being in Lee County, Florida, described in the schedule hereto annexed and made a part hereof and marked Exhibit III, hereby submits the said real property and improvements thereon to condominium ownership and hereby makes the following Declarations as to divisions, covenants, restrictions, limitations, conditions and uses to which the said real property and improvements thereon, consisting of a twenty-eight (28) unit structure and appurtenances, may be put, hereby specifying that said Declaration shall constitute covenants to run with the land and shall be binding on the Owner, its grantee, successor, or assign or its grantees, successors, or assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors administrators, devisees or assigns:

1. The Owner, in order to establish a plan of condominium ownership for said property and improvements, hereby covenants and agrees that it will, and by these presents does hereby divide said real property into the following separate freehold estate:

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A. Twenty-eight (28) separately designated and legally described freehold estates consisting of the area or space contained in, and bounded by, unfinished perimeter walls, ceilings and floors of each of the thirty two dwelling units in said structure constructed on said property, said spaces being referred to herein as "Condominium Units".

B. A freehold estate consisting of all the real property heretofore described, less and excepting therefrom the "condominium units" hereinabove referred to, which estate is hereby referred to as the "common elements", which shall include the structure and the property upon which it is located and specifically includes but is not limited to, the land, roof, main walls, slabs, staircases, halls, patios, parking spaces, community and commercial facilities, pumps, wires, conduits, plumbing and other public utility lines.

C. The areas designated as "covered walk" and "balcony walkway" on said plans, shall be utilized by all of the members of this condominium, and are a portion of the common elements.

D. The undivided interest in the "common elements" hereby established, and which shall be conveyed with each respective condominium unit, is as follows:

CONDOMINIUM UNIT NO.	UNDIVIDED SHARE
101	3.464%
102	2.856%
103	3.677%
104	3.640%
105	3.640%
106	3.677%
107	3.677%
108	3.640%
109	3.640%
110	3.677%
111	3.678%
112	3.416%
113	3.640%
114	3.678%
201	3.464%
202	2.856%
203	3.677%
204	3.640%
205	3.640%
206	3.677%
207	3.677%
208	3.640%
209	3.640%
210	3.677%
211	3.678%
212	3.416%
213	3.640%
214	3.678%

100.00 %

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LEHIGH ACRES, FLORIDA 33134

The above respective undivided interest to be conveyed with the respective "condominium units" as indicated above, cannot be changed, altered or amended and the Owner, its grantee, successor or assigns, or its grantees, successors or assigns, covenants and agrees that the undivided interest in the "common elements" and the fee title to the respective "condominium units" conveyed therewith, shall not be separated or separately conveyed, and each said undivided interest shall be deemed to be conveyed or encumbered with its respective "condominium unit", even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the "condominium unit", or "condominium parcel".

E. The name of this condominium is The Fairways Condominium of Lehigh Acres, Florida, Inc.

F. Every owner of a condominium parcel, whether he has acquired title by purchase from the "Owner", its grantee, successor or assigns, or its grantees, successors or assigns, or by gift, conveyance or operation of law, does hereby agree that he shall accept membership in The Fairways Condominium of Lehigh Acres, Florida, Inc, a non-profit Florida corporation, hereinafter referred to as the "Association" and does hereby agree to be bound by the By-Laws and Rules and Regulations of the Association, the Articles of Incorporation of the corporation, and this Declaration, and to pay the assessments the Association requires to be paid, it being understood and agreed that the owners agreement to accept membership in the Association and to be bound by the said By-Laws, Rules and Regulations, Articles of Incorporation, and this Declaration, and to pay assessments was part of the consideration for the sale by the Owner of this particular condominium parcel.

G. The proportionate shares of the separate owners of the respective condominium parcels, are in no way pertinent or determinative of the representation for voting purposes. It is agreed by the Owner, its grantee, successors or assigns, or its grantees, successors or assigns, that every individual who owns a "condominium parcel" shall have no more and no less than one equal vote out of twenty-eight (28) votes in the Association for each condominium parcel owned. Assessments for maintenance charges by the Association shall be apportioned among the owners of all units so that the amount thereof attributable to and to be paid by the owner or owners of each unit,

shall be an equal portion of such assessment.

H. The Owner, by this Declaration, its grantee, successor, or assign, or its grantees, successors, or assigns, and all future owners of the condominium parcels, by the acceptance of their deeds, or any manner of conveyance, covenant and agree as follows:

1. That the "common elements" shall remain undivided and no owner shall bring any action for partition, as long as the structure in question shall be utilized as a residential non-profit condominium apartment building.

2. The "condominium units" defined herein shall be occupied and used by the respective owners as private dwellings for the owners, his family and social guests and for no other purpose.

3. The owner of the respective "condominium unit" shall not be deemed to own the perimeter walls, floors and ceilings surroundings his respective "condominium unit", nor shall owner be deemed to own pipes, wire, conduits, or other public utility lines running through said respective "condominium unit" which are utilized for or serve more than one condominium parcel or one "condominium unit", which items are by there presents hereby made a part of the "common elements". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owner's respective "condominium unit", and also shall be deemed to own the inner surface of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper etc.

4. The owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the structure is partially or totally destroyed and then rebuilt, the owners of the "condominium parcels" agree that encroachments of parts of the "common elements" or "limited common elements" or "condominium units" as aforescribed, due to construction shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

5. That an owner of a "condominium parcel" shall automatically, upon becoming the owner of a "condominium parcel" or "condominium parcels", be a member of the Association, and shall remain a member of said Association until such time as his "condominium parcel" ownership ceases for any reason, at which time his membership in the said Association shall automatically cease.

6. That the owners of the "condominium parcels" covenant and agree that the administration of the condominium shall be in accordance with the provisions of this Declaration and the By-Laws of the corporation, which are made a part hereof.

7. That each owner or occupant of a "condominium unit" shall comply with the provisions of this Declaration, the By-Laws decisions and resolutions of the Association as lawfully amended from time to time and failure to comply with any such provisions decision, or resolution shall be grounds for an action to recover sums for damages or for injunctive relief together with all costs incurred including a reasonable attorney's fee.

8. That this Declaration shall not be revoked or any of the provisions herein amended unless all of the owners and the mortgagees of all of the mortgages covering the "condominium parcels" unanimously agree to such revocation or amendment by duly recorded instruments. However, the By-Laws of the corporation may be amended in the manner provided therein, and said amendment shall be duly recorded, but said By-Laws shall not be amended in any manner as would affect or impair the validity or priority of any mortgage covering a "condominium parcel" or "parcels", or "unit".

9. That no owner of a "condominium parcel" may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the "common elements", or by the abandonment of his "condominium unit".

10. For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be considered equal to the percentage value of the entire condominium including land and improvements as has been assigned to said unit in the "common elements", as set forth in paragraph 1 (D) of this Declaration.

The percentages assigned above shall be binding upon all owners, present and future, for all purposes including ad valorem taxation, at all times in the future, and may not be amended or changed.

I. All sums assessed by the Association but unpaid and the shares of the common expenses chargeable to any "condominium parcel" shall constitute a lien on the "condominium parcel" prior to all other liens except (1) tax or assessment liens on the "condominium parcel" in favour of any assessing unit or special district, and (2) all sums unpaid on any institutional mortgage of record encumbering any "condominium parcel". Such lien may be foreclosed when past due in the manner provided in the By-Laws attached hereto, by the corporation, in like manner as a mortgage on real property, and the Association shall also have the right to recover all costs incurred including reasonable attorneys fees.

J. In any conveyance of a "condominium parcel" or "unit" either by voluntary instrument, operation of law or judicial proceedings, the grantee of the parcel shall be jointly and severally liable with the grantor for any unpaid assessments of the Association against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantees therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the corporation and they shall so provide a statement setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the "condominium parcel" conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

K. Where the holder of an institutional mortgage of record or other purchaser of a condominium parcel at a foreclosure sale of an institutional mortgage obtains title to condominium parcel, as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance, such acquirer of title, his successors or assigns, shall not be liable for the share of the common expenses or assessments by the Association unpaid, chargeable to such "condominium parcel" which accrued and became due prior to the acquisition of title to such "condominium parcel" by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be a common expense, collectible from all of the "condominium parcels" excluding such acquirer, its grantees, successors or assigns.

L. In the event the common elements are partially destroyed, but not in excess of fifty (50%) per cent (as determined by the Board of Directors of the Corporation) all of the owners shall be obligated to rebuild in accordance with the plans as originally set forth herein. In the event the common elements are destroyed in excess of fifty (50%) per cent, the "condominium parcel" owners may elect not to rebuild, provided seventy-five (75) per cent of said owners are in accord. In the event the "condominium parcel" owners elect to rebuild, the covenant against partition contained hereinabove shall remain in full force and effect. In the event the election is made not to rebuild, the covenant against partition contained hereinabove shall become null and void, and all sums received from insurance covering the common elements and any sums received from the sale of the total real estate comprised of the condominium parcels if sold, shall be apportioned and paid to the condominium parcels owners as their percentage interest appears hereinabove subject only to the rights of the outstanding mortgage holders. Whenever any loss of damage occurs which is insured the insurance provisions contained in any institutional mortgage of record encumbering a condominium parcel herein shall take precedence to the extent required over this Declaration, the Articles of Incorporation and By-Laws and Rules and Regulations of the Association.

M. In the event that the Board of Directors should determine that the existing building is obsolete, then and in that event the options of the owner as hereinabove provided for the eventuality of the destruction in excess of fifty (50%) percent of the common elements shall become applicable.

N. In the event of a sale of any condominium parcel by anyone other than LEHIGH ACRES CONSTRUCTION CORPORATION, the Association has the option to purchase same for the same terms and conditions as offered by said parcel owner to a third party purchaser. Any attempt to resell a condominium parcel without a prior offer to sell to the Association shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser. Should the parcel owner wish to sell the interest conveyed to him, he shall, hereafter, before making or accepting any offer to sell, deliver to the Board of Directors of the Association written notice of his intention to sell, which notice shall contain the terms which he wishes to accept and the name and address of any third party purchaser. The Association shall, in writing, within seven (7) days after receiving such notice of owner's intention to sell to a third party purchaser, agree to purchase the condominium parcel in question in accordance with the listed terms and conditions or in the event the Association fails to agree to purchase in accordance therewith, the parcel owner shall have the right to sell to the intended third party purchaser in accordance with the stipulated terms and conditions. No parcel owner shall have any right to sell his condominium interest or any part thereof, except as is expressly provided herein. Excepted from the terms and conditions of this paragraph shall be the purchasers at a foreclosure sale under and by virtue of a final decree of foreclosure foreclosing an institutional mortgage encumbering the condominium parcel or parcels or purchasers from the institutional mortgage itself, if it is the purchaser at a sale, or it receives a voluntary conveyance of title. Excepted from the terms and conditions of this paragraph shall also be those persons who come into possession or ownership of said condominium parcel by virtue of the death or legal incapacity of the then owner of the condominium unit and certificate of beneficial interest, issued in connection therewith.

O. The owner shall maintain and keep in repair the interior of his own condominium unit, including the fixtures and air-conditioners therein contained.

P. Any owner of a condominium parcel who mortgages his parcel shall notify the Association providing the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Parcels". The Association shall, only at the request of the mortgagee of the parcel report any unpaid assessments due from the owner of such parcel for any assessments whatsoever.

Q. The yearly assessment, payable monthly, which is provided for in the By-Laws attached hereto shall include but not be limited to each condominium parcel's pro rata charge for overall hazard insurance, and those other specific items more fully delineated in the By-Laws.

R. The Association is and shall continue to be a non-profit corporation.

S. The owner, its grantee, successor, or assigns, or its grantees, successors, or assigns, and all future owners of the condominium parcels, by the acceptance of their deeds mutually covenant and agree that all owners shall have the joint use of the common elements and that a joint and mutual easement to and for the use of the same is hereby created.

T. In the event the necessity should arise for any reason, for the distribution of what has previously been defined as common surplus such distribution shall be made in equal proportions. All members of the condominium and its Association shall own the common surplus, if any, in equal proportions established for each condominium unit and parcel hereinbefore stated.

U. All agreements and determinations lawfully made by the Association in accordance with the voting procedures established in this Declaration, or in the By-Laws, shall be deemed to be binding on all owners of a condominium parcel, their successors and assigns. However, the corporation shall make no agreement or determination that would affect or impair the validity or priority of owners and holders of a mortgage encumbering a condominium parcel or parcels.

V. The term "institutional mortgage" where herein used shall mean a Federal or State Savings and Loan Association or Commercial Bank, a Life Insurance Company, or a Union Pension Fund or an agency of the United States Government or any other individual lender.

W. Use Restrictions: The use of the property of the condominium shall be in accordance with the following provisions:

(i) Single Family Residences: The condominium property shall be used only for single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the apartments for which provisions is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

(ii) Nuisances: No nuisances shall be allowed upon the condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper

use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

(iii) Lawful use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned.

(iv) Interpretation; In interpreting deeds, mortgages and plans the existing physical boundaries of the unit 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 the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

(v) Leasing: Entire apartments may be rented provided the occupancy is only by the lessee and his family, with the written approval of the Association first had and obtained. No rooms may be rented and no transient tenants accommodated.

(vi) No owner shall permit or suffer anything to be done or kept in his condominium unit, or on the common elements or limited common elements which will increase the rate of insurance on the condominium of which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises.

(vii) In case of any emergency originating in or threatening any condominium unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association or any other person authorized by it, or the Building Superintendent or Managing Agent, shall have the right to enter such private dwelling for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium unit, if required by the Association corporation, shall deposit under control of said corporation, a key to such condominium unit.

(viii) Whenever it is necessary to enter any condominium unit for the purpose of performing any maintenance, alteration or repair to any portion of the common property, or to go upon the common elements or limited common elements for such purposes, the owner of each unit shall permit other owners or their representatives, or the duly constituted and authorized agent of the Association to enter such unit, or to go upon the common elements constituting an appurtenance to any such unit, for such purpose, provided that such entry shall be made at reasonable times and with reasonable advance notice.

(ix) No owner of a unit shall permit to be made any structural modifications or alterations in such unit without first obtaining the written consent of the Association, which consent may be withheld in the event that a majority of the Board of Directors of said Association determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building, in part or in its entirety. Any such structural modifications or alterations must also be approved by the Architectural Committee of Lehigh Acres. No owner shall cause any improvements or changes to be made on the exterior of the building including painting or other decoration, or the installation of electrical wiring, machinery or air conditioning units which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of said unit without the written consent of the Association first had and obtained.

(x) The owner of each unit must promptly correct any condition, which if left uncorrected, would adversely affect the apartment building, or any part thereof belonging to another unit owner. If the building or any other private unit owner should sustain damages because of another owner's failure to correct the condition within his premises, such owner shall be liable and responsible for the damages and liability which his action or non-action occasioned.

The owner of each unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment stoves, refrigerators, fans or the other appliances or equipment, including any fixtures and/or their connections, required to provide water, light, power, telephone, etc., to his unit.

(xi) Upon his acquiring a fee simple title interest in and to a condominium unit, each owner shall be assigned a parking space. Said parking space is designated as Limited Common Elements. The owner of the unit being assigned a parking space shall have the

exclusive right to use the same, which exclusive right shall become an appurtenance to said unit and shall be encumbered by and subject to any mortgage then or thereafter encumbering the said unit; and upon the conveyance or passing of title to the unit to which the parking space is appurtenant, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the common elements appurtenant to such unit passes. No conveyance, encumbrance or passing of title in any manner whatsoever, to any exclusive right to use a parking space may be made or accomplished separately from the conveyance, encumbrance or passing of title to the unit to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association, provided, that as a condition precedent assignment or transfer to the Association of said exclusive right, the same shall be released from any mortgage lien or encumbrance encumbering the unit. If the Association becomes the owner of such exclusive right, the Association may thereafter, by properly executed instrument, assign such exclusive right to any unit owner with the same force and effect as if originally assigned thereto by the Association. However, while the Association shall be the owner of the exclusive right to use any parking space constituting limited common element property, the same shall be treated by the Association just as though said parking space constituted a part of the common elements instead of the limited common elements. No separate charge shall be made by the Association for the use of the parking space.

(xii) In the event any taxing authority having jurisdiction over the condominium shall levy or assess any tax or special assessment against the condominium as a whole, as opposed to levying and assessing such tax and special assessment against each unit and its undivided interest in common elements, as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Association and any tax or special assessment which is to be levied shall be included wherever possible, in the estimated annual budget of the Association, or shall be separately levied and collected as an assessment by the Association against all of the owners of all units, if not included in said annual budget. The amount of any such tax, or special assessment shall be apportioned among the owners of all units so that the amount of such tax or special assessment so paid or to be paid by the Association and attributable to and to be paid by the owner or owners of each unit, shall be that portion of such total tax or special assessment, which bears the same ratio to said total tax or special assessment as the undivided interest in the common elements apportioned to each unit bears to the total undivided interest in the common property appurtenant to all units.

DESCRIPTION

Commencing at the Northeast corner of Section 34, Township 44 South, Range 27 East, go South $89^{\circ} - 12' - 26''$ West, a distance of 80.00 feet; thence South $00^{\circ} - 29' - 55''$ East, a distance of 228.74 feet to the P.C. of a curve to the right having a radius of 676.78 feet; thence continue around said curve an arc distance of 596.98 feet to the Point of Beginning of the lands herein to be described; thence continue around said curve an arc distance of 59.75 feet; thence South $55^{\circ} - 05' - 58''$ West, a distance of 129.00 feet; thence North $34^{\circ} - 54' - 02''$ West, a distance of 122.00 feet; thence South $55^{\circ} - 05' - 58''$ West, a distance of 93.00 feet; thence North $34^{\circ} - 54' - 02''$ West, a distance of 226.05 feet; thence North $69^{\circ} - 48' - 57''$ East, a distance of 265.80 feet; thence South $39^{\circ} - 57' - 24''$ East, a distance of 279.00 feet to the Point of Beginning, said tract of land containing 1.70 acres, more or less.

EXHIBIT III

DEFINITIONS

As used in this Declaration of Restrictions and By-Laws, unless the context otherwise requires, the following definitions shall prevail:

1. Assessment: Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.
2. Association: Association means the entity responsible for the operation of a condominium.
3. By-Laws: By-Laws mean the by-laws for the government of the condominium as they exist from time to time.
4. Common Elements: Common elements means the portions of the condominium property not included in the units or parcel.
5. Common Expenses: Common expenses means the expenses for which the unit owners are liable to the Association.
6. Common Surplus: Common surplus means the excess of all receipts of the association, including but not limited to assessments, rent, profits and revenues on account of the common elements, over the amount of common expenses.
7. Condominium: Condominium is that form of ownership of condominium property under which the improved units are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.
8. Condominium Parcel or Unit: Condominium parcel or unit means a unit together with the undivided share in the common elements which is appurtenant to the unit.
9. Condominium Property: Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.
10. Limited Common Elements: Limited common elements means and includes those common elements which are reserved for the use of a certain unit or unit to the exclusion of other units.
11. Condominium Unit: Condominium unit means a part of the condominium property which is to be subject to private ownership.

EXHIBIT IV

State of Florida

Secretary of State



I, Tom Adams, Secretary of State of the State of Florida,
Do Hereby Certify That the following is a true and correct copy of

Certificate of Incorporation
of

THE FAIRWAYS CONDOMINIUM OF LEHIGH ACRES, FLORIDA, INC.,

a corporation not for profit organized and existing under the Laws of the
State of Florida, filed on the 10th day of December,
A.D., 1969 as shown by the records of this office.

Given under my hand and the Great Seal of the
State of Florida, at Tallahassee, the Capital,
this the 11th day of December,
A.D. 19 69.



A handwritten signature in cursive script, appearing to read "Tom Adams".

Secretary of State