

BYLAWS

OF PARKWAY DISTRIBUTION CENTER, PHASE II, INC.

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

1. Identity. These are the Bylaws of PARKWAY DISTRIBUTION CENTER, PHASE II, INC., herein called the "Association", a nonprofit corporation as provided in Chapter 718, Florida Statutes, and organized pursuant to Chapter 617, Florida Statutes, for the purpose of administering Parkway Distribution Center, a Condominium, being situated in Orange County, Florida, upon the following described land, to-wit:

DESCRIPTION: LOT 1 REGENCY INDUSTRIAL PARK SEC. 14

From the Southwest corner of Section 11, Township 24 South, Range 29 East; run thence N.89°40'43"E. along the South line of said Section 11, a distance of 437.67 feet to a point on the Easterly right-of-way line of Sunshine State Parkway and the West boundary line of Central Florida Industrial Park Section 4, as recorded in Plat Book 3, Page 100, Public Records of Orange County, Florida; run thence N.00°37'27"W. along said easterly right-of-way line and said boundary line 965.00 feet to the Northwest corner of said Central Florida Industrial Park Section 4; thence leaving said Easterly right-of-way line and West boundary line run N.89°40'43"E. along the North boundary line of said Central Florida Industrial Park Section 4 and the North line of Regency Industrial Park Section 7, a distance of 1464.98 feet; thence N.00°37'27" W. 2662.35 feet; to the P.O.B., thence S.89°39'08"W 567.07 feet to a point on a curve concave Easterly and having a radius of 620.46 feet; thence through a central angle of 09°09'57" run along the arc of said curve 99.26 feet to the point of tangency, thence N.00°37'27"W. 101.20 feet; thence N.89°39'08"E. 574.99 feet; thence S.00°37'27'E. 200.00 feet to the Point of Beginning containing therein 2.6339 acres.

which lands are called "the land".

1.1 Office. The office of the Association shall be at 10207-10235 General Drive, Orlando, Orange County, Florida, or such other address as shall be designated from time to time by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors and having been so determined, is subject to change from time to time as the Board of Directors shall determine.

Exhibit "C"

OR3798 PG4456

1.3 Seal. The seal of the corporation shall bear the name of the corporation, the word, "Florida", the words, "Corporation not for profit", and the year of incorporation.

2. Members.

2.1. Qualification. The members of the Association shall consist of all the record owners of units.

2.2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

2.3. Voting Rights and Majority of Quorum. In any meeting of members the owners' units shall be entitled to cast the number of votes indicated in the following schedule unless the decision to be made is elsewhere required to be determined in another manner:

<u>Unit Bearing the Designation</u>	<u>Number of Votes for Each of Such Units</u>
1	11.54%
2	11.54%
3	11.54%
4	11.54%
5	11.54%
6	11.54%
7	11.54%
8	19.22%

The term "majority" is used in these By-Laws and other condominium instruments in reference to voting by unit owners, Association members and Board of Directors shall be defined as being fifty-one percent (51%) of the votes exercised by no less than a quorum of the total votes of unit owners.

2.4. Designation of Voting Representative. If a unit is owned by more than one person, the person entitled to cast the votes for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secre-

OR3798 PG4457

tary of the Association. If a unit is owned by a corporation, the person entitled to cast the votes for the unit shall be designated by a certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the votes of a unit may be revoked by any owner thereof.

2.5. Approval or Disapproval of Matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the votes of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration of these By-Laws.

2.6. Restraint Upon Assignment of Shares in Assets. The share of a number in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

3. Members' meetings.

3.1. The annual members' meeting shall be held at the office of the Association at 7:30 P.M. on the first Wednesday of November of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.2. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

OR3798 PG4458

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

3.4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.5. Voting.

a. In any meeting of members the owners of warehouses shall be entitled to cast the number of votes which is equivalent to his share of the common elements multiplied by 100.

b. If a warehouse site is owned by one person, his right to vote shall be established by the record title to his warehouse. If a warehouse site is owned by more than one person, or is under lease, the person entitled to cast the vote for the warehouse shall be designated by a certificate signed by all of the record owners of the warehouse and filed with the secretary of the Association. If a warehouse is owned jointly and the joint owners are unable to agree upon the person entitled to cast the vote for the unit, then that unit will not be entitled to any vote. If a warehouse is owned by a corporation, the person entitled to cast the vote for the warehouse shall be designated by a certificate signed by the president or vice president and

attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the warehouse concerned. A certificate designating the person entitled to cast the vote of a warehouse may be revoked by any owner of a warehouse. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

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

3.7. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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

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

OR3798 PG4460

4. Directors.

4.1. Membership. The affairs of the Association shall be managed by a board of directors which shall initially number three. Thereafter, the number of members of the Board of Directors shall be that number designated by a majority of the members at each annual meeting.

4.2. Election of directors shall be conducted in the following manner:

a. Members of the Board of Directors shall be elected by a majority of the votes cast by members entitled to vote at the annual meeting of the members of the Association.

b. Except as to vacancies provided by removal of Directors by members, vacancies on the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors provided that vacancies caused by resignation of a Developer appointed Director shall be filled by the Developer appointing a replacement.

c. Any Director, with the exception of Developer designated Directors pursuant to Section 4.2(d), (e), (f) and (g), may be removed, with or without cause, by concurrence of a majority of the votes of the members of the Association at a special meeting of the members called for that purpose. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by owners having thirteen percent (13%) of the total available votes for all units giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting.

d. The Developer shall be vested with the power to designate the initial Board of Directors, who need not be members entitled to vote in the Association. The initial Board of Directors shall serve until unit owners are entitled to elect

unit owners to replace a member or members of the initial Board of Directors as contained in the schedule set out in Paragraphs 4.2 (e) and 4.2 (f) hereof.

e. The unit owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors at such time as the Developer has conveyed fifteen percent (15%) or more of the units in the condominium, as provided in the Articles of Incorporation or at such earlier time as the Developer in its discretion may determine.

f. The unit owners other than the Developer shall be entitled to elect a majority (i.e., as defined in Section 2.3 hereof), of the members of the Board of Directors.

(1) Three (3) years after the Developer has conveyed fifty percent (50%) of the units that will ultimately be operated by the Association to individual purchasers; or

(2) Three (3) months after the Developer has conveyed ninety percent (90%) of the units that will ultimately be operated by the Association to individual purchasers;  
or

(3) When all of the units in the condominium have been completed and some of the units have been sold, and none of the remaining units are being offered for sale by the Developer in the ordinary course of business; or

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

whichever occurs first or at such earlier time as the Developer in its discretion may determine.

g. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of busi-

ness at least five percent (5%) of the units in PARKWAY DISTRIBUTION CENTER, PHASE II, a Condominium.

4.3. The term of each director's service, shall terminate on the first business day following the election of his replacement and subsequently until his successor is qualified or until he is removed in the manner elsewhere provided.

4.4. The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their taking office at such place and time as shall be fixed by agreement of a majority of the new board, and no further notice of the organization meeting shall be necessary.

4.5. Regular meetings of the board of directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail; telephone or telegraph, at least three days prior to the day named for such meeting.

4.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than three days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.8. A quorum at directors' meeting shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of condominium, the Articles of Incorporation, or these Bylaws.

4.9. Adjourned meetings. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.10. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

4.11. The presiding officer of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside.

4.12. The order of business at directors' meetings shall be:

- a. Calling of roll;
- b. Proof of due notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New business; and
- h. Adjournment.

4.13. Directors' fees, if any, shall be determined by the members.

5. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of

directors, its agents, contractors or employees, subject only to approval by warehouse owners when such is specifically required and shall include, but not be limited to, the following:

- (1) To make, levy and collect assessments against members and members' Condominium Parcels to defray the costs of the Condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.
- (2) The maintenance, repair, replacement, operation and management of the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.
- (3) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal.
- (4) To make and amend regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration of Condominium and By-Laws.
- (5) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Condominium Parcels in the Condominium as may be necessary or convenient in the operation and management of the Condominium; and in accomplishing the purposes set forth in the Declaration of Condominium.
- (6) To contract for the management of the Condominium and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.
- (7) To enforce by legal means the provisions of the Articles of Incorporation and By-Laws of the Association, the Declaration of Condominium and the regulations hereinafter promulgated governing use of the Condominium property.
- (8) To pay all taxes and assessments which are liens against any part of the Condominium other than member's Condominium Parcels and the appurtenances thereto, and to assess the same against the members and their respective Condominium Parcels subject to such liens.
- (9) To carry casualty, liability, workmen's compensation and such other insurance as may be deemed necessary for the protection of the members and the Association.

- (10) To pay all costs of power, gas, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Condominium Parcels.
- (12) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

6. Officers.

6.1. The executive officers of the Association shall be a President, who shall be a director, a Vice President-Treasurer, who shall be a director, and a Secretary, who shall be a Director, all of whom shall be elected annually by the board of directors and who may be preemptorily removed by a vote of sixty-six and two thirds percent (66 2/3%) of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

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

6.3. The Vice President, in the absence or disability of the President shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

6.4. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and direc-

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

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

6.6. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

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

7.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

e. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expense required by the revenue-producing operation will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against warehouse owners, which assessments may be made in advance in order to provide a working fund.

7.2. Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. Reserve for deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. Reserve for replacement, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$5,000, provided, however, that in the expenditure of this fund no sum in excess of \$1,000 shall be expended for a single item or purpose without approval of the members of the Association.

e. Operations, the amount of which may be to provide a working fund or to meet losses.

f. Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by warehouse owners entitled to cast not less than sixty-six and two thirds percent (66 2/3%) of the votes of the entire membership of the Association; and the board of directors may omit from the budget all allowances for contingencies and reserves.

g. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

7.3. Assessments. Assessments against the warehouse owners for their shares of the items of the budget shall be made for the calendar year for which the assessments are made. Such assessments shall be due in equal monthly installments on the first day of each month. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limita-

tions for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as previously required in these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment. The first assessment shall be determined by the board of directors of the Association.

7.4. Acceleration of assessment installments upon default. If a warehouse owner shall be default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the warehouse owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the warehouse owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

7.5. Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the warehouse owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the office owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

7.6. Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the directors.

7.7. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

7.8. Fidelity bonds may be required by the board of directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

8. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

9. Subsequent condominiums. As specified in the Declaration of Condominium, the Developer, or its successors or assigns, may develop in condominium form nearby or adjacent lands. Unit owners in said nearby or adjacent condominiums shall automatically become members of this Association in order that there will be uniform policies and procedures. This shall not create a merger of the condominiums. The officers and directors of this Association, as they now exist and as they may exist from time to time, are hereby authorized, instructed and commanded to execute such documents as may be necessary to create cross-easements for ingress and egress, utility services, drainage, maintenance, and any other essential common element between this condominium and any subsequent adjacent or nearby condominiums. This section may not be amended except by the first directors of the Association.

10. Amendments. These Bylaws may be amended in the following manner:

10.1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

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10.2. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

a. not less than 60% of the entire membership of the board of directors and by not less than 60% of the votes of the entire membership of the Association; or

b. by not less than sixty-six and two thirds percent (66 2/3%) of the votes of the entire membership of the Association; or

c. until the first election of directors, by all of the directors.

10.3. Proviso. Provided, however, that no amendment shall discriminate against any warehouse owner nor against any warehouse or class or group of warehouses unless the warehouse owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium.

10.4. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Orange County, Florida.

The foregoing were adopted as the Bylaws of PARKWAY DISTRIBUTION CENTER, PHASE II, INC., a corporation not for profit under the laws of the state of Florida, at the first meeting of the Board of Directors on May 20, 1986.

Approved:

J. L. King  
President

[Signature]  
Secretary

OR3798 PG4472

MORTGAGEE'S JOINDER AND CONSENT TO  
DECLARATION OF CONDOMINIUM

STATE OF FLORIDA )  
 )  
COUNTY OF ORANGE )

The undersigned hereby certifies that it is the holder of that certain Mortgage in the original amount of \$637,500.00 recorded in Official Records Book 3713 at page 655, dated November 12, 1985, encumbering the following described parcel:

DESCRIPTION: LOT 1 REGENCY INDUSTRIAL PARK SEC. 14

From the Southwest corner of Section 11, Township 24 South, Range 29 East; run thence N.89°40'43"E. along the South line of said Section 11, a distance of 437.67 feet to a point on the Easterly right-of-way line of Sunshine State Parkway and the West boundary line of Central Florida Industrial Park Section 4, as recorded in Plat Book 3, Page 100, Public Records of Orange County, Florida; run thence N.00°37'27"W. along said easterly right-of-way line and said boundary line 965.00 feet to the Northwest corner of said Central Florida Industrial Park Section 4; thence leaving said Easterly right-of-way line and West boundary line run N.89°40'43"E. along the North boundary line of said Central Florida Industrial Park Section 4 and the North line of Regency Industrial Park Section 7, as recorded in Plat Book 5, page 137, Public Records of Orange County, Florida, a distance of 1464.98 feet; thence N.00°37'27" W. 2662.35 feet; to the P.O.B., thence S.89°39'08"W 577.07 feet to a point on a curve concave Easterly and having a radius of 620.46 feet; thence through a central angle of 09°09'57" run along the arc of said curve 99.26 feet to the point of tangency, thence N.00°37'27"W. 101.20 feet; thence N.89°39'08"E. 584.99 feet; thence S.00°37'27'E. 200.00 feet to the Point of Beginning containing therein 2.6793 acres.

The undersigned does hereby join in and consent to the foregoing Declaration of Condominium for the above described property. That the Mortgage held by undersigned shall be subject and subordinate to said Declaration of Condominium.

Signed, sealed and delivered in the presence of:

SUN BANK, NATIONAL ASSOCIATION

Costance Blombeck

By: Thomas G. Scott  
Thomas G. Scott, Vice President

Judy Martin Bentley

Attest: Sally Beaver  
Sally Beaver, Vice President  
OR 3798 PG 4473

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of June, 1986, by Thomas G. Scott and Sally Beaver as Vice President and Vice President, respectively, of SUN BANK, NATIONAL ASSOCIATION.



Judy Martin Bentley  
Notary Public  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires April 24, 1989  
Bonded thru Troy Fain - Insurance, Inc.

RECORDED & RECORD VERIFIED  
Thomas H. Lohr  
County Comptroller, Orange Co. FL

