

EXHIBIT "C"
INDEX TO
ARTICLES OF INCORPORATION
OF
THE LOFTS AT SUNTREE, A CONDOMINIUM

<u>ARTICLE</u>	<u>PAGE</u>
I - NAME	1
II - PURPOSE	1
III - DEFINITIONS	1
IV - POWERS AND DUTIES	1
V - MEMBERS	2
VI - TERM OF EXISTENCE	3
VII - SUBSCRIBERS	3
VIII - DIRECTORS	3
IX - OFFICERS	4
X - INDEMNIFICATION	5
XI - BYLAWS	6
XII - AMENDMENTS	6
XIII - INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT	7

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of WATERSIDE AT SUNTREE ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on July 29, 1987, as shown by the records of this office.

The document number of this corporation is N21754.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of August, 1987.



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Jim Smith
Secretary of State

PAGE

2830

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EXHIBIT "C"

ARTICLES OF INCORPORATION
OF
WATERSIDE TMB-LOFTS AT SUNTREE ASSOCIATION, INC.
a Florida Corporation Not-for-Profit

The undersigned do hereby associate themselves for the purpose of forming a corporation. Pursuant to the provisions and the laws of the State of Florida, we certify as follows:

ARTICLE I - NAME

The name of the corporation is WATERSIDE TMB-LOFTS AT SUNTREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE II - PURPOSE

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To operate one or more of the Condominiums which may be established from time to time within the property legally described in Exhibit "A" attached hereto, pursuant to the Florida Condominium Act. The first Condominium the Association will operate is WATERSIDE TMB-LOFTS AT SUNTREE, A CONDOMINIUM. The DEVELOPER shall determine which other Condominium(s) established within the property described in Exhibit "A" to the Declaration if any, will be operated by the Association, pursuant to the DECLARATION of any such other CONDOMINIUM.
3. to promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.

ARTICLE III - DEFINITIONS

The terms used in these Articles and the Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Condominium of WATERSIDE TMB-LOFTS AT SUNTREE, A CONDOMINIUM, and in the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. In addition, if the Association operates more than one (1) Condominium, the following definitions shall apply.

1. CONDOMINIUM shall mean and refer to WATERSIDE TMB-LOFTS AT SUNTREE, A CONDOMINIUM, established within the property described in Exhibit "A", which the Association is to operate as provided in its Declaration.
2. DECLARATION shall mean and refer to the Declaration of Condominium of WATERSIDE TMB-LOFTS AT SUNTREE, A CONDOMINIUM, and/or any other Declaration of Condominium submitted any property within Exhibit "A" to the Condominium form of ownership which provides that the Condominium will be operated by the Association, and any amendments to such Declaration.
3. UNIT shall mean and refer to a Condominium Unit within a Condominium.

ARTICLE IV - POWERS AND DUTIES

The Association shall have the following powers and duties:

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-11-A

PAGE

2830

1001

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the Condominium Act.

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, a Declaration, either expressed or implied, and to take any action reasonably necessary or appropriate to operate a Condominium pursuant to its Declaration, including, but not limited to, the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect Assessments against members of the Association to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.

3. To maintain, repair, replace, reconstruct, add to, and operate a Condominium, and other property acquired or leased by the Association for use by its members.

4. To purchase insurance upon a Condominium and insurance for the protection of the Association, its directors, officers and members, and such other parties as the Association may determine.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units, Common Elements, recreational facilities, and other areas within a Condominium or owned by the Association, and for the health, comfort, safety, welfare, and benefit of the Association's members.

6. To approve or disapprove the leasing or mortgaging of units as may be provided by an applicable Declaration.

7. To enforce by legal means the provisions of the Condominium Act, a Declaration, these Articles, the Bylaws, and the Rules and Regulations of the Association.

8. To contract for the management and maintenance of a Condominium and to authorize a management agent or company (which may be the Developer or an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes, as well as exercising such other powers and rights delegated to it by the Association, which powers and rights are vested in the Association by virtue of a Declaration, these Articles, the Bylaws and the Condominium Act. The Association and its officers shall, however, retain at all times the powers and duties granted by a Declaration and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for the proper operation of a Condominium and/or to contract with others, for the performance of such obligations, services, and/or duties.

OFF. REC.

-12-

PAGE

2830

1002

ARTICLE V - MEMBERS

1. The members of the Association shall consist of all of the record owners of Units. Membership shall be established as to each Unit upon the recording of a Declaration, or any amendment to a Declaration, submitting the property which includes the Unit to the Condominium Form of Ownership. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, foreclosure, or otherwise and upon the recordation amongst the public records in the county in which the Condominium is located of the deed or other instrument establishing the acquisition and designating the Unit affected thereby, the new Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Unit. ~~Prior to the recording of any Declaration, the subscribers to these Articles shall be the members of the Association.~~

2. The share of each member in the funds and assets of the Association, the Common Elements and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. In the event any Unit is owned by more than one person and/or by an entity, the vote for such Unit shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4. The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

5. In the event the ASSOCIATION operates more than one CONDOMINIUM, membership in the ASSOCIATION may be divided into classes for each such CONDOMINIUM pursuant to the BYLAWS, so that matters relating to only one CONDOMINIUM will be voted upon only by the members who own UNITS in the CONDOMINIUM.

ARTICLE VI - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII - SUBSCRIBERS

The name and address of the subscriber to these Articles is as follows:

Lynda R. Aycock
225 Water Street, Suite 1400
Jacksonville, Florida 32202

CHARLES R. BOVE
6951 N. Wickham Road
Melbourne FL 32935

ROM SEARP
6951 N. Wickham Road
Melbourne FL 32935

JAMES B. BENMAN
1825 S. Riverview Dr
Melbourne FL 32901

ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall

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PAGE

2830

1003

-13-

consist of three (3) directors. Directors are not required to be members of the Association.

2. All of the duties and powers of the Association existing under the Condominium Act, a Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. Initially the Developer shall have the right to appoint all of the directors. When members other than the Developer own fifteen percent (15%) or more of the Units in any Condominium that will be operated ultimately by the Association, the members other than the Developer shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the Developer shall be entitled to elect not less than a majority of the directors upon the earlier of the following:

a. Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

b. Three (3) months after ninety (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

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

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

The Developer is entitled to elect at least one director as long as the Developer holds for sale in the ordinary course of business at least five (5%) of the units that will be operated ultimately by the Association. Thereafter all of the directors shall be elected by the members in the manner determined by the Bylaws.

Notwithstanding the foregoing, the Developer may waive its right to elect one or more directors which it is entitled to elect, by written notice to the Association, and thereafter such directors shall be elected by the members.

4. Within sixty (60) days after the members other than the Developer are entitled to elect one or more directors, the Association shall call, and give not less than thirty (30) days or more than forty (40) days notice of, a meeting of members to elect the directors which the members are then entitled to elect. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

5. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the number of directors appointed by the Developer is less than the maximum number of directors which may, at that time, be appointed by the Developer as set forth above.

6. In the event the ASSOCIATION operates more than one CONDOMINIUM, the BYLAWS may provide a means by which the BOARD will be comprised of at least one UNIT OWNER from each

OFF. REC.

PAGE

2830

-14-

1004

CONDOMINIUM operated by the ASSOCIATION, unless no UNIT OWNER from a CONDOMINIUM is nominated and/or is able and willing to serve as a director.

7. The names and address of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

WOM-GEARP	CHARBBS-RV-BQVB
6451-NV-Wickham-Road	6451-NV-Wickham-Road
Meibourney-Pb-32935	Meibourney-Pb-32935

Douglas W. McNeill	Jeffrey M. Birt	Campbell Patterson
1000 First Union Bank	1415 E. Sunrise Blvd.	4019 Blvd. Center Dr.
Jacksonville, Fl. 32202	Ft. Lauderdale, FL. 33304	Jacksonville, Fl. 32207

ARTICLE IX - OFFICERS

The officers of the Association shall be a president, vice-president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President	WOM-GEARP Jeffrey M. Birt
Secretary/Treasurer	CHARBBS-RV-BQVB Campbell L. Patterson
Vice President	Douglas W. McNeill

ARTICLE X - INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful malfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses

OFF. REC.

PAGE

2830

-15-

1005

(including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director officer, employee or agent is proper under the circumstances because he has met the applicable standard or conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

5. The indemnification provided herein shall not be deemed exclusive of any other rights of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association and director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Developer, the Directors and/or members in the manner provided by the Bylaws.

ARTICLE XII - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

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 to be considered.

2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the members. Directors and members not present in person or by proxy at any meeting considering an amendment may express their approval in writing, provided that such written approval is delivered to the secretary or to a director prior to, or within thirty (30) days after, the meeting. Approval of an amendment must be by not less than a majority of the votes of the entire membership of the Association.

OFF. REC.

2830

PAGE

1006

-16-

3. Notwithstanding anything contained herein to the contrary, until a majority of the Board is elected by Unit Owners other than the Developer, these Articles may be amended by a majority of the Board, without the vote or approval of the members of the Association.

4. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the member and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Condominium Act or a Declaration. Prior to the closing of the sale of all Units that will be ultimately operated by the Association, including Units in all phases in a Condominium as contemplated by its Declaration, no amendment shall make any changes which would in any way affect any of the rights, privileges, power or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors pursuant to article VIII.

5. No amendment to these articles shall be made which discriminates against any Unit Owner(s), or affects less than all of the Unit Owners within a Condominium, without the written approval of all of the Unit Owners so discriminated against or affected. In the event the ASSOCIATION operates more than one CONDOMINIUM, no amendment to these ARTICLES shall be made which discriminates against the UNIT OWNERS in any CONDOMINIUM(S), or affects the UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, without the written approval of a majority of the UNIT OWNERS within the CONDOMINIUM(S) so discriminated against or affect. No amendment to these Articles shall be made which would discriminate against, or affect, the future rights of any Unit Owner in any Condominium which may be constructed on any portion of the property described as Phases Two and Three in Exhibit "A" to the Declaration without the written approval of the owner of the property on which the Condominium(s) so discriminated against or affected may be constructed. No amendment shall be made deleting any portion of the property described in Exhibit "A" of these Articles without the written approval of the owner of the property which is intended to be deleted.

6. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the county in which the Condominium is located.

ARTICLE XIII

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the Association shall be at 1826 South Riverview Drive, Melbourne, Florida 32901
225 Water St., Suite 1400, Jacksonville, FL 32202

The initial registered agent of the Association at the address is BARBARA REINMAN Lynda R. Aycock.

IN WITNESS WHEREOF, for the purpose of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, the undersigned, constituting the Subscribers hereof, have executed these Articles of Incorporation on this ____ day of _____, 1987.

BARBARA REINMAN

BARBARA REINMAN

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2830

-17-

PAGE

1007

~~JAMES-BY-NINRAJ~~

Lynda K. Aycock

STATE OF FLORIDA
COUNTY OF BREVARD DUVALThe foregoing instrument was acknowledged before me on
this _____ day of _____, 1987 by _____.

Notary Public

My commission expires:

(Notarial Seal)

STATE-OF-FLORIDA
COUNTY-OF-BREVARD~~The foregoing instrument was acknowledged before me on
this-----day-of-----y-1987-by-TOM-BEARP~~~~NOTARY-PUBLIC-----SEAL~~

My Commission Expires:

STATE-OF-FLORIDA
COUNTY-OF-BREVARD~~The foregoing instrument was acknowledged before me on
this-----day-of-----y-1987-by-CHARLES-R-BYB~~~~NOTARY-PUBLIC-----SEAL~~

My Commission Expires:

OFF. REC.

-18-

PAGE

2830

1008

WATERSIDE at SUNTREE
a condominium

LEGAL DESCRIPTION: WATERSIDE AT SUNTREE,
A CONDOMINIUM

A PORTION OF THE PLAT OF "TANGLEWOOD AT SUNTREE COUNTRY CLUB CONDOMINIUM" AS RECORDED IN PLAT BOOK 26, PAGE 93 OF THE PUBLIC RECORDS OF FLAVARD COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; FROM THE NORTHWEST CORNER OF SAID PLAT OF TANGLEWOOD AT SUNTREE RUN N84-26-03E ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 113.46 FT. TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N84-26-03E ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 196.00 FT.; THENCE CONTINUING ALONG SAID NORTHERLY LINE RUN N67-26-00E 145.47 FT.; THENCE DEPARTING FROM SAID NORTHERLY LINE RUN S22-34-00E 146.28 FT.; THENCE N67-26-00E 23.79 FT.; THENCE S22-34-00E 180.79 FT. TO THE NORTHERLY LINE OF A 50 FOOT WIDE ROAD & UTILITY EASEMENT; THENCE RUN S67-26-00W ALONG THE NORTHERLY LINE OF SAID EASEMENT A DISTANCE OF 364.83 FT.; THENCE DEPARTING FROM THE NORTHERLY LINE OF SAID EASEMENT RUN N22-34-00W 210.54 FT.; THENCE N74-00-00E 15.04 FT.; THENCE N56-00-00W 45.76 FT.; THENCE N13-18-30W 129.02 FT. TO THE P.O.B..

CONTAINING 2.799 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD

EXHIBIT "A" TO ARTICLES

Three pages

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2830

PAGE

1009

WATERSIDE at SUNTREE

a condominium

LEGAL DESCRIPTION: WATERSIDE AT SUNTREE, A CONDOMINIUM,
POSSIBLE PHASE II

(NOT BEING SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME)

A PORTION OF THE PLAT "TANGLEWOOD AT SUNTREE COUNTRY CLUB CONDOMINIUM" AS RECORDED IN PLAT BOOK 26, PAGE 93 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID PLAT OF TANGLEWOOD AT SUNTREE RUN N84-26-03E ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 309.46 FEET; THENCE CONTINUE ALONG THE NORTH LINE OF SAID PLAT N67-26-00E A DIST. OF 145.47 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE N67-26-00E A DIST. OF 304.53 FEET; THENCE DEPARTING FROM SAID NORTHERLY LINE RUN S22-34-00E A DIST. OF 205.00 FEET; THENCE RUN N67-26-00E A DIST. OF 75.00 FEET; THENCE S22-34-00E A DIST. OF 122.07 FEET TO THE NORTHERLY LINE OF A 50 FOOT WIDE PRIVATE ROADWAY; THENCE RUN S67-26-00W ALONG THE NORTHERLY LINE OF SAID ROADWAY A DIST. OF 355.74 FEET; THENCE DEPARTING FROM SAID NORTHERLY LINE RUN N22-34-00W A DIST. OF 180.79 FEET; THENCE S67-26-00W A DIST. OF 23.79 FEET; THENCE N22-34-00W A DIST. OF 146.28 FEET TO THE P.O.B..

CONTAINING 2.398 ACRES: MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS OF WAY OF RECORD.

OFF. REC.

2860

PAGE

1010

GRIEL & ASSOCIATES, INC.
SATELLITE BEACH, FLA. 32937

DWN BY: SSH CHK BY: RRB
DATE: MAY 10, 1987
EXHIBIT "B" SHEET 2-3

WATERSIDE at SUNTREE

a condominium

**LEGAL DESCRIPTION: WATERSIDE AT SUNTREE, A CONDOMINIUM,
POSSIBLE PHASE III**

(NOT BEING SUBMITTED TO CONDOMINIUM OWNERSHIP AT THIS TIME)

A PORTION OF THE PLAT "TANGLEWOOD AT SUNTREE COUNTRY CLUB CONDOMINIUM" AS RECORDED IN PLAT BOOK 26, PAGE 93 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF SAID PLAT OF TANGLEWOOD AT SUNTREE RUN N34-26-03E ALONG THE NORTHERLY LINE OF SAID PLAT A DISTANCE OF 113.46 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE DEPARTING FROM SAID NORTHERLY LINE RUN S13-18-30E A DISTANCE OF 129.02 FEET; THENCE S56-00-00E A DIST. OF 45.76 FEET; THENCE S34-00-00W A DIST. OF 15.09 FEET; THENCE S22-34-00E A DIST. OF 210.54 FEET TO THE NORTHERLY LINE OF A 30 FOOT WIDE PRIVATE ROADWAY; THENCE RUN S67-26-00W A DIST. OF 126.75 FEET; THENCE CONTINUING ALONG THE NORTHERLY LINE OF SAID ROADWAY, RUN N88-15-57W A DIST. OF 204.54 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ST. ANDREWS BLVD.; THENCE DEPARTING FROM SAID NORTHERLY LINE RUN N01-44-03E ALONG SAID EASTERLY RIGHT OF WAY LINE A DIST. OF 34.61 FEET TO THE P.C. OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 18-04-31; THENCE RUN ALONG THE ARC OF SAID CURVE A DIST. OF 362.79 TO THE NORTHWEST CORNER OF SAID PLAT OF TANGLEWOOD AT SUNTREE; THENCE RUN N84-26-03E ALONG THE NORTHERLY LINE OF SAID PLAT A DIST. OF 113.46 FEET TO THE P.O.B..

CONTAINING 2.069 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.

BRIEL & ASSOCIATED, INC. REC.
SATELLITE BEACH, FLA. 32937

PAGE

1011

DWN BY: SSH CHK BY: WRB
DATE: MAY 19, 1987
EXHIBIT "B" SHEET B-6

**ARTICLES OF INCORPORATION
OF
THE LOFTS AT SUNTREE CONDOMINIUM ASSOCIATION, INC.
a Florida Corporation Not-for-Profit**

The undersigned do hereby associate themselves for the purpose of forming a corporation. Pursuant to the provisions and the laws of the State of Florida, we certify as follows:

ARTICLE I - NAME

The name of the corporation is THE LOFTS AT SUNTREE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE II - PURPOSE

The purposes for which the Association is organized are as follows:

1. To operate as a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.

2. To operate one or more of the Condominiums which may be established from time to time within the property legally described in Exhibit "A" attached hereto, pursuant to the Florida Condominium Act. The first Condominium the Association will operate is THE LOFTS AT SUNTREE, A CONDOMINIUM. The DEVELOPER shall determine which other Condominium(s) established within the property described in Exhibit "A" if any, will be operated by the Association, pursuant to the DECLARATION of any such other CONDOMINIUM.

3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the Association.

ARTICLE III - DEFINITIONS

The terms used in these Articles and the Bylaws shall have the same definitions and meanings as those set forth in the Declaration of Condominium of THE LOFTS AT SUNTREE, A CONDOMINIUM, and in the Condominium Act, unless herein provided to the contrary, or unless the context otherwise requires. In addition, if the Association operates more than one (1) Condominium, the following definitions shall apply:

1. CONDOMINIUM shall mean and refer to THE LOFTS AT SUNTREE, A CONDOMINIUM, established within the property described in Exhibit "A", which the Association is to operate as provided in its Declaration.

2. DECLARATION shall mean and refer to the Declaration of Condominium of THE LOFTS AT SUNTREE, A CONDOMINIUM, and/or any other Declaration of Condominium submitting property within Exhibit "A" to the Condominium form of ownership which provides that the Condominium will be operated by the Association, and any amendments to such Declaration.

3. UNIT shall mean and refer to a Condominium Unit within a Condominium.

ARTICLE IV - POWERS AND DUTIES

The Association shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the Condominium Act.

OFF. REC.

2535

PAGE

0871

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, a Declaration, either expressed or implied, and to take any action reasonably necessary or appropriate to operate a Condominium pursuant to its Declaration, including, but not limited to, the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect Assessments against members of the Association to defray the costs, expenses and losses incurred or to be incurred by the Association, and to use the proceeds thereof in the exercise of the Association's powers and duties.

3. To maintain, repair, replace, reconstruct, add to, and operate a Condominium, and other property acquired or leased by the Association for use by its members.

4. To purchase insurance upon a Condominium and insurance for the protection of the Association, its directors, officers and members, and such other parties as the Association may determine.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units, Common Elements, recreational facilities, and other areas within a Condominium or owned by the Association, and for the health, comfort, safety, welfare, and benefit of the Association's members.

6. To approve or disapprove the leasing or mortgaging of units as be provided by an applicable Declaration.

7. To enforce by legal means the provisions of the Condominium Act, a Declaration, these Articles, the Bylaws, and the Rules and Regulations of the Association.

8. To contract for the management and maintenance of a Condominium and to authorize a management agent or company (which may be the Developer or an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes, as well as exercising such other powers and rights delegated to it by the Association, which powers and rights are vested in the Association by virtue of a Declaration, these Articles, the Bylaws and the Condominium Act. The Association and its officers shall, however, retain at all times the powers and duties granted by a Declaration and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules, and execution of contracts on behalf of the Association.

9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the Association and for the proper operation of a Condominium and/or to contract with others, for the performance of such obligations, services, and/or duties.

ARTICLE V - MEMBERS

1. The members of the Association shall consist of all of the record owners of Units. Membership shall be established as to each Unit upon the recording of a Declaration, or any amendment to a Declaration, submitting the property which includes the Unit to the Condominium Form of Ownership. Upon the transfer of ownership of fee title to, or fee interest in, a Unit, whether by conveyance, devise, judicial decree, foreclosure, or otherwise and upon the recordation amongst the public records in the county

OFF. REC.

-2-

PAGE

2535

0872

in which the Condominium is located of the deed or other instrument establishing the acquisition and designating the Unit affected thereby, the new Unit Owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior Unit Owner as to the Unit designated shall be terminated, provided, however, that the Association shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the Unit. Prior to the recording of any Declaration, the subscribers to these Articles shall be the members of the Association.

2. The share of each member in the funds and assets of the Association, the Common Elements and the Common Surplus, and any membership in this Association, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit. In the event any Unit is owned by more than one person and/or by an entity, the vote for such Unit shall be cast in the manner provided by the Bylaws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4. The Bylaws shall provide for an annual meeting of the members of the Association and shall make provision for special meetings.

5. In the event the ASSOCIATION operates more than one CONDOMINIUM, membership in the ASSOCIATION may be divided into classes for each such CONDOMINIUM pursuant to the BYLAWS, so that matters relating to only one CONDOMINIUM will be voted upon only by the members who own UNITS in the CONDOMINIUM.

ARTICLE VI - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE VII - SUBSCRIBERS

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

TOM SCARP	CHARLES R. BOYD	JAMES L. REINMAN
6951 N. Wickham Road	6951 N. Wickham Rd.	1825 S. Riverview
Melbourne, FL 32935	Melbourne, FL 32935	Melbourne, FL 32906

ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors are not required to be members of the Association.

2. All of the duties and powers of the Association existing under the Condominium Act, a Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board, its agents, contractors or employees, subject to approval by the members only when specifically required.

3. Initially the Developer shall have the right to appoint all of the directors. When members other than the Developer own fifteen percent (15%) or more of the Units in any Condominium

OFF. REC.

-3-

PAGE

2535

0673

that will be operated ultimately by the Association, the members other than the Developer shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the Developer shall be entitled to elect not less than a majority of the directors upon the earlier of the following:

a. Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

b. Three (3) months after ninety (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

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

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

The Developer is entitled to elect at least one director as long as the Developer holds for sale in the ordinary course of business at least five (5%) of the units that will be operated ultimately by the Association. Thereafter all of the directors shall be elected by the members in the manner determined by the Bylaws.

Notwithstanding the foregoing, the Developer may waive its right to elect one or more directors which it is entitled to elect, by written notice to the Association, and thereafter such directors shall be elected by the members.

4. Within sixty (60) days after the members other than the Developer are entitled to elect one or more directors, the Association shall call, and give not less than thirty (30) days or more than forty (40) days notice of, a meeting of members to elect the directors which the members are then entitled to elect. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

5. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws, however any director appointed by the Developer may only be removed by the Developer, and any vacancy on the Board shall be appointed by the Developer if, at the time such vacancy is to be filled, the number of directors appointed by the Developer is less than the maximum number of directors which may, at that time, be appointed by the Developer as set forth above.

6. In the event the ASSOCIATION operates more than one CONDOMINIUM, the BYLAWS may provide a means by which the BOARD will be comprised of at least one UNIT OWNER from each CONDOMINIUM operated by the ASSOCIATION, unless no UNIT OWNER from a CONDOMINIUM is nominated and/or is able and willing to serve as a director.

7. The names and address of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

TOM SCARP
6951 N. Wickham Road
Melbourne FL 32935

CHARLES R. BOYD
6951 N. Wickham Road
Melbourne, FL 32935

ARTICLE IX - OFFICERS

The officers of the Association shall be a president, vice-president, secretary, treasurer and such other officers as the Board may from time to

time by resolution create. The officers shall serve at the pleasure of the Board and the Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board are as follows:

President	TOM SCARP
Secretary/Treasurer	CHARLES R. BOYD

ARTICLE X - INDEMNIFICATION

1. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except, that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by approval of the members.

4. Expenses incurred in defending a civil or criminal action suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in a specific case upon receipt of an undertaking by or on behalf of the directors, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized herein.

5. The indemnification provided herein shall not be deemed

OFF. REC.

PAGE

2535 5

0875

exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any Bylaw, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, as arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI - BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Developer, the Directors and/or members in the manner provided by the Bylaws.

ARTICLE XII - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

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 to be considered.

2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than one-third (1/3) of the members. Directors and members not present in person or by proxy at any meeting considering an amendment may express their approval in writing, provided that such written approval is delivered to the secretary or to a director prior to, or within thirty (30) days after, the meeting. Approval of an amendment must be by not less than a majority of the votes of the entire membership of the Association.

3. Notwithstanding anything contained herein to the contrary, until a majority of the Board is elected by Unit Owners other than the Developer, these Articles may be amended by a majority of the Board, without the vote or approval of the members of the Association.

4. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the Units. No amendment shall be made that is in conflict with the Condominium Act or a Declaration. Prior to the closing of the sale of all Units that will be ultimately operated by the Association, including Units in all phases in a Condominium as contemplated by its Declaration, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer shall join in the execution of the amendment, including, but not limited to, any right of the Developer to appoint directors pursuant to Article VIII.

5. No amendment to these Articles shall be made which discriminates against any Unit Owner(s), or affects less than all of the Unit Owners within a Condominium, without the written approval of all of the Unit Owners so discriminated against or affected. In the event the ASSOCIATION operates more than one CONDOMINIUM, no amendment to these ARTICLES shall be made which discriminates against the UNIT OWNERS in any CONDOMINIUM(S), or affects the UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, without the written approval of a majority of the UNIT OWNERS.

OFFICE

PAGE

2535

0876

within the CONDOMINIUM(S) so discriminated against or affect. No amendment to these Articles shall be made which would discriminate against, or affect, the future rights of any Unit Owner in any Condominium which may be constructed on any portion of the property described in Exhibit "A" without the written approval of the owner of the property on which the Condominium(s) so discriminated against or affected may be constructed. No amendment shall be made deleting any portion of the property described in Exhibit "A" of these Articles without the written approval of the owner of the property which is intended to be deleted.

6. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the county in which the Condominium is located.

ARTICLE XIII

INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the Association shall be at 1825 South Riverview Drive, Melbourne, Florida 32901.

The initial registered agent of the Association at that address is JAMES L. REINMAN.

IN WITNESS WHEREOF, for the purpose of forming a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes, the undersigned, constituting the Subscribers hereof, have executed these Articles of Incorporation on this ____ day of _____, 1984.

TOM SCARP

CHARLES R. BOYD

JAMES L. REINMAN

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on this 20th day of June, 1984 by TOM SCARP.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 11 1985
BONDED THROUGH GENERAL INS. UNDERWRITERS

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me on this 20th day of June, 1984 by CHARLES R. BOYD.

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 11 1985
BONDED THROUGH GENERAL INS. UNDERWRITERS

-7-

OFF. REC.

2535

PAGE

0877

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Articles of Incorporation was acknowledged
before me on this ____ day of _____, 1984 by JAMES L.
REINMAN.

NOTARY PUBLIC _____ (SEAL)

My Commission Expires: