

WESTPOINTE PLAZA CONDOMINIUM
Table of Contents:

Declaration of Condominium
Exhibit "A"

- Sheet 1: Legal Description Phase 1 & 2
- Sheet 2: Boundary Survey Phase 1 & 2
- Sheet 3: Site Plan Phase 1 & 2

Exhibit "A-1"

- Sheet 1: Legal Description Phase 1
- Sheet 2: Floor Plans Phase 1
- Sheet 3: Elevation Phase 1
- Sheet 4: Proposed surveyor's certification of completion Phase 1

Exhibit "B"

- Sheet 1: Legal Description Phase 2
- Sheet 2: Floor Plans Phase 2
- Sheet 3: Elevation Phase 2

Exhibit "C"

Articles of Incorporation of Westpointe Plaza Condominium Association, Inc.

Exhibit "D"

By-Laws of Westpointe Plaza Condominium Association, Inc.

Exhibit "E"

Percentage of Ownership of common elements

DECLARATION OF CONDOMINIUM
OF
WESTPOINTE PLAZA CONDOMINIUM

WPP, LLC, a Florida limited liability company, being the owners of fee simple record title to that certain land located and situate in Palm Coast, Flagler County, Florida, such land being more particularly described and identified on Sheet 1 of Exhibit A to this Declaration of Condominium, does hereby submit said land and the improvements to be constructed thereon to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter "Condominium Act" and pursuant to the terms and provisions of this Declaration of Condominium, hereinafter "Declaration".

1 Name: The name by which this Condominium is to be identified is WESTPOINTE PLAZA CONDOMINIUM.

2. Definitions: The following words and terms used in this Declaration and in its exhibits, including but not limited to the Articles of Incorporation and By-Laws of WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC., shall be defined as follows, unless the context otherwise requires.

2.1 Association. Association means WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC., a non-profit Florida Corporation.

2.2 Building. Building means any building which contains Units and certain of the Common Elements.

2.3 Common Elements. Common Elements means the portions of the Condominium Property not included in the Units, including but not limited to the following:

(a) The Condominium Property which is not included within the Units.

(b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units or the Common Elements.

(c) An easement of support in every portion of a Unit which contributes to the support of the building.

(d) The property and installation required for furnishing of utility services or other services to more than one Unit or to the Common Elements.

(e) Tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association.

2.4 Common Expenses. Except for special assessments pursuant to paragraph 9.2(d)(1) and paragraph 9.2(e)(3)(ii) hereof, Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium, including but not limited to the following:

(a) Expenses of administration and management of the Condominium property.

(b) Expenses of maintenance, operation, repair or replacements of the Common Elements, Limited Common Elements, and of the parts of the Units to be maintained by the Association.

(c) Costs and expenses of capital improvements and betterments and/or additions to the Common Elements.

(d) That portion of the expenses of administration and management of the Association attributable to the Condominium, as hereinafter set forth and as set forth in the Articles of Incorporation and By-Laws of the Association.

(e) Expenses declared Common Expenses by the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

(f) Any valid charge against the Condominium Property as a whole.

2.5 Condominium. Condominium means that form of ownership of real property which is created pursuant to the provisions of the Chapter 718, Florida Statutes (the Condominium Act), and which is comprised of Units that may be owned by one or more persons and there is appurtenant to each Unit an undivided share in the Common Elements.

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

2.7 Condominium Property. Condominium Property means the lands, leasehold and personal property that are subject to Condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.8 Developer. Developer means WPP, LLC, a Florida limited liability company, their successors or assigns.

2.9 Limited Common Elements. Limited Common Elements means those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units. Any reference made to Common Elements in the provisions of this

Declaration or in the Articles of Incorporation or By-Laws of the Association is means to include Limited Common Elements unless the latter is excepted or dealt with separately.

2.10 Person. Person means an individual, trust, estate, partnership, association, company, corporation, joint venture or any legal entity or combination thereof.

2.11 Unit. Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.12 Unit Owner. Unit Owner means the record owner of a Condominium Unit, and includes Developer so long as it shall own any Condominium Unit.

2.13 Utility Services. Utility services shall include but not be limited to electric power, gas, water, heating and air conditioning, garbage and sewage disposal, storm drainage and telephone.

2.14 Very Substantial Loss or Damage. Very Substantial Loss or Damage whereby two-third (2/3) or more of the total Unit space in the building is rendered untenable and/or loss or damage whereby two-third (2/3) or more of casualty insurance coverage becomes payable.

3. **Phase Condominium** The Condominium will be developed in two (2) phases pursuant to the provisions of Section 718.403, Florida Statutes. The first phase to be constructed (Phase 1) of the Condominium, will consist of 13 buildings containing 61 Units. Phase 2, if developed, will consist of a maximum of 37 Units and a minimum of 30 Units The Developer anticipates construction and development of the balance of the Phases, however, the Developer is not committed to construct additional Phases. The description of all anticipated phases, the impact which the

completion of subsequent phases, if constructed, will have upon the first phase and the time period within which the balance of the phases (Phase 2), if any, shall be completed is hereinafter set forth.

(A) Real Property Comprising the Condominium The real property owned by the Developer, which by this Declaration is submitted to the condominium form of ownership as Phase 1 of the Condominium, is particularly described in Exhibit A of this Declaration. Other real property owned by the Developer which may be submitted to the condominium form of ownership as part of this condominium as Phase 2 is, more particularly described on Exhibit B which is attached hereto, and made a part hereof. A plot plan of the real property which may be added to this Condominium as Phase 2 is included and made part of Exhibit B. Upon the commencement of Phase 2, if any, the Developer shall execute an amendment to the Declaration which shall provide for the creation of Phase 2 not inconsistent with Chapter 718.403. Pursuant to Section 718.406(6) Florida Statutes, such amendment or amendments need be signed and acknowledged only by the Developer and such amendment or amendments shall not require the approval of Unit Owners or the Association, nor shall certificate of the Association be required.

(B) Phase 1 Phase 1 of the condominium consists of 13 one story buildings and associated common elements all as shown on Sheets 1-21 attached as Exhibit A-1. There are a total of 61 Units in Phase 1, all as more particularly described and identified on Exhibit A attached hereto. The improvements upon the real property in phase 1 will be constructed substantially in accordance with the specifications. The survey of the

improvements and the condominium units in Phase 1 are attached hereto as Exhibit A.

(C) Voting Membership in the Association Each Unit owner in the condominium will be a member of the Association and will be entitled to cast an owner's vote in accordance with the Articles of Incorporation and Bylaws, which provides that each owner is entitled to one vote per Unit. (One voting interest per Unit). Where there is multiple ownership of a Unit, only one vote may be cast per Unit. When the membership of the association consists of only Phase 1 there will be 61 voting memberships (voting interest) in the Association. If subsequent Phases are added to the condominium, the voting interests for each subsequent Phase and the number of Units in each Phase are set forth in Exhibit E attached hereto.

(D) Completion for Future Phases Nothing contained in this Declaration shall be construed as requiring the Developer to construct any additional Phases to this condominium. If Phase 2 is added to this condominium, the Developer will complete the Phase not later than seven (7) years from the date of recording this Declaration.

(E) Number of Units in the Condominium and in each Phase If all Phases of the condominium are constructed, there will be a maximum of 98 Units and a minimum of 91 Units in the Condominium. Phase 1 shall have 61 Units and Phase 2 shall have a minimum of 30 Units and a maximum of 37 Units.

(F) Time Shares Estates Not Created Time share estates may not and will not be created with respect to any Units in any phase of the condominium.

A complete list and identification of the Exhibits to this Declaration which are attached

hereto are as follows:

Exhibit

- A Legal Description and Condominium Survey of the Condominium**
- A-1 Legal Description and Condominium Survey of Phase 1**
- B Legal Description and Condominium Survey of Phase 2**
- C Articles of Incorporation**
- D Bylaws**
- E Ownership of Common Elements and Common Surplus; Voting Interest
 for subsequent Phases, if any.**

3.1 Descriptions, Boundaries and Related.

3.2 Survey, Graphic Description, Plot Plan and Certificate of Surveyor.

Subsection (4) of Section 104 of the Condominium Act requires that the Declaration contain or provide for certain matters. Paragraph (e) of the said Subsection (4) provides, and requires "a survey of the land and a graphic description of the improvements in which Units are located and a plot plan thereof that together with the declaration, are in sufficient detail to identify the common elements and each Unit and the respective locations and approximate dimensions. The survey, graphic description and plot plan may be in the form of exhibits consisting of building plans, floor plans, maps, surveys or sketches." Paragraph (c) also provides and requires that "if the construction of the Condominium is not substantially completed, there shall be a statement to that effect, and upon substantial completion of

construction, the Developer or the Association shall amend the Declaration to include the Certificate described below." With respect to the Certificate, paragraph (e) further provides that "a Certificate of surveyor, authorized to practice in this State shall be included in or attached to the Declaration or the survey or graphic description as recorded under §.718.105 that the construction of the improvements is substantially complete so that the material, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the common elements and of each Unit can be determined from these materials". Attached hereto and made a part hereof as Exhibit A to the Declaration are sheets 1 through 3, Exhibit "A-1" to the Declaration are sheets 1 to 4 and Exhibit B to the Declaration are sheets 1 through 3, inclusive, which sheets comprise a survey of the land, a graphic description of the improvements in which Units are located and a plot plan thereof, all as required and meeting the requirements of paragraph (c). Phase I of the Condominium is substantially complete and the Certificate of the Surveyor is included within this Declaration. Phase II of this Condominium, however, is not substantially complete, and therefore, the Certificate of surveyor is not included within this Declaration. Upon substantial completion of the Condominium and prior to the conveyance of Condominium units by the Developer to Purchasers, Exhibit A to the Declaration will be amended to include the Certificate of a surveyor and, if necessary, Exhibit A or any part thereof will be amended in order to insure that the requirements of paragraph (c) are fulfilled. Pursuant to Section 718.104(4)(e) Florida Statutes, such amendment or amendments need be signed and acknowledged only by the Developer and such amendment or amendments shall not require the approval of Unit Owners or the Association, nor shall certificate of the Association be required.

3.3 Change to Interior Layout, Design and Arrangements of Units.

Developer reserves the right to change the interior layout, design and arrangement of any Unit so long as Developer owns the Unit so changed and, if required to meet the requirements of the Condominium Act, any such change shall be reflected by an Amendment of this Declaration, provided that an amendment for such purpose need be signed and acknowledged only the Developer and such amendment shall not require the approval of Unit Owners or of the Association, nor shall a certificate of the Association be required. **The Developer reserves the right to make nonmaterial changes in the legal description of any Phase.**

3.4 Changes to Boundaries. Developer reserves the right to change the

boundaries between or among Units so long as Developer owns the Units so changed, and to change the boundaries of the Common Elements so long as Developer owns the units abutting the Common Elements where the boundaries are being changed, provided no change shall be made without amendments of this Declaration and, provided further, that an amendment for such purposes need to be signed and acknowledged only by the Developer and such amendment shall not require the approval of Unit Owners or of the Association, nor shall a certificate of the Association be required.

3.5 Easements. The following easements may be granted or shall exist under, through or over the Condominium Property, as applicable:

(a) A non-exclusive easement for ingress and egress over streets, walks, and other rights of way serving the Units as part of the Common Elements, necessary to provide reasonable access to the public rights of way abutting the Condominium property.

(b) Utilities. The Developer reserves the right to grant such easements as may be required for the furnishing of utility services or other services to service the Condominium property.

(c) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason, then an easement shall exist to the extent of such encroachment so long as the same shall exist.

(d) Developer. Until such time as Developer has completed all of the contemplated improvements on the land and sold all of the Units contained within the building, easements, including but not limited to ingress and egress, are hereby reserved to Developer and shall exist under, through and over the Condominium Property as may be required by Developer for the completion of the contemplated improvements and the sale of said Units. Neither the Unit Owners, nor the Association, nor the use of the Condominium Property shall in any way interfere with said completion of sale.

3.6 Improvements - General Description.

(a) Units. There are sixty one (61) units in thirteen (13) buildings in Phase 1, each building being identified by the use of a number, being numbers 1-A through 4-T. The units will be designated as Unit 1-A through 4-T.

(b) Other improvements. The Condominium Property contains other improvements, including but not limited to landscaping, automobile parking areas, walkways and driveways.

3.7 Unit Boundaries. The boundaries of each Unit are shown on Exhibit A and a narrative description of such boundaries is as follows:

(a) Boundaries, Each Unit: The following are the boundaries of

each Unit:

(1) Upper Boundary. The upper boundary of each Unit shall be the horizontal plane of each part of the unfinished surface of the underside of the ceiling located between the perimetrical boundary of each unit, extending to an intersection with each part of the perimetrical boundary of each Unit.

(2) Lower Boundary. The lower boundary of each Unit shall be the horizontal plane of each part of the unfinished concrete surface of the topside of the structural floor slab located between the perimetrical boundary of each Unit extending to an intersection with each part of the perimetrical boundary of each unit.

(3) Perimetrical Boundary. The perimetrical boundary of each Unit shall be the vertical plane of each part of the unfinished interior surface of the exterior wall and the vertical plane of each part of the unfinished interior surface of the walls, glass and the entry door of each Unit, extending in all cases to an intersection with each of its parts and extending in all cases to an intersection with each part of the upper and lower boundaries of each Unit. Where part of the perimetrical boundary does not physically exist to physically intersect with each of its parts and with each part of the upper boundary, the perimetrical boundary shall be an imaginary vertical plane located between each part of the physically existing perimetrical boundary and each part of the upper boundary, extending to an intersection with each part of the physically existing perimetrical boundary of each Unit.

3.8 Common Elements. The Common Elements shall include the portions of the Condominium Property not included in the Units, as defined in paragraph 2.3

and as shown on Exhibit A-Sheet 2.

4. Appurtenances to Units: Appurtenances to each Unit shall include but not be limited to the following and all appurtenances shall pass with the title to each Unit, whether or not separately described.

4.2 Common Elements. Each Unit Owner shall own an undivided one-sixty one (1/61) share in the Common Elements until and unless Phase 2 is developed upon which time each Unit Owner shall own a undivided 1/98 share in Common Elements, which share shall be an appurtenance to each Unit as shown on Exhibit B.

5. Liability for Common Expenses and Interest in Common Surplus: Each Unit Owner, including the Developer so long as it shall own any Units, shall be liable for a proportionate share of the common expenses, such share being identical to the undivided share of each Unit Owner in the common elements. Each Unit Owner shall have an interest in the common surplus of the Association, such interest being identical to the undivided share of each unit owner in the Common Elements. Such interest in the common surplus does not, however, include the right to withdraw, require payment or distribution of the common surplus.

6. Maintenance, Repair and Replacement; Changes, Improvements and Additions; Condominium Property: Responsibility for the Maintenance, repair and replacement of the Condominium Property and Restrictions upon changes, improvements and additions thereto shall be as follows:

6.1 Maintenance, Repair and Replacement, Association. The Association shall be responsible for the maintenance, repair and replacement of the Common Elements, provided that any maintenance, repair or replacement to be exposed to the weather common elements, shall not result in a change to the appearance of the building difference from its

appearance as original constructed. The Association shall also be responsible for the maintenance, repair and replacement of conduits, ducts, plumbing lines, wiring, and other equipment located within a Unit, provided each of the preceding are utilized for the purpose of furnishing utility services to part or parts of the building other than the Unit within which located or are utilized for the purpose of furnishing utility services to more than one Unit. The Association shall further be responsible for, and Unit Owners shall not undertake the maintenance, repair or replacement, except for routine maintenance, minor repairs or minor replacements which shall be the responsibility and cost of each Unit, such parts being the exterior glass windows, the exterior glass doors and, excluding any type of finish, change improvements or additions to the unfinished surface of any balcony floor or to the earth of a yard, the exterior surfaces which vertically or horizontally face the balcony area or the yard are, as the case may be, of each Unit, provided that any routine maintenance, minor repairs or minor replacements by Unit Owners and any maintenance, repair or replacement by Association shall not result in a change to the appearance of the building different from its appearance as originally constructed and, further, provided that, where such exterior surfaces cannot be maintained, repairs or replaced by Unit Owners, except by maintenance, repair or replacement of the surface beneath such exterior surfaces, the Association shall be responsible for the maintenance, repair or replacement of such exterior surfaces. The Association shall further be responsible for all incidental damage to a Unit by reason of any maintenance, repair or replacement undertaken by it pursuant to all of the preceding. All costs associated with the Association's responsibilities of maintenance, repair and replacement shall be a common expense. If a dispute should occur as to whether maintenance is routine or a repair or a replacement is minor, the Board of Directors of the

Association shall decide the question and their decision shall be binding and conclusive upon all Unit Owners.

6.2 Maintenance, Repair and Replacement, Unit Owners: Each Unit Owner shall at his cost be responsible for the maintenance, repair, and replacement of all parts of his Unit, including routine maintenance, minor repairs and minor replacements as provided in Paragraph 6.1, and including but not limited to maintenance, repair and replacement of all fixtures, mechanical and electrical equipment such as heating and air conditioning systems and any other item of equipment, furnishings and any other item contained within each Unit, except as otherwise provided in Paragraph 6.1. Whenever maintenance, repair or replacement for which a Unit Owner is responsible, results from loss or damage which is covered by insurance received by the Association, the proceeds of such insurance received by the Association shall be used for the purpose of any such maintenance, repair or replacement, except such maintenance, repair or replacement that, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

6.3 Changes, Improvements and Additions, Association. After completion by Developer of the improvements to the Condominium Property and, except as otherwise provided below, the Association shall have the right to make or cause to be made changed, improvements or additions as are approved by the Board of Directors of the Association. The cost of any such changed, improvements or additions shall be a common expense. The Association shall not, however, make or cause to be made any changes, improvements or additions to the common Elements which would result in the partial or total enclosure of any part of all of any balcony or which would result in a change to the appearance of the building

different from its appearance as originally constructed. This paragraph shall, however, have no application to the rights vested in Developer pursuant to the provisions of paragraph 3.2 and 3.3 hereof.

6.4 Changes, Improvement and Additions, Unit Owners. Except as otherwise provided herein, a Unit Owner may at his cost make such changes, improvements or additions to his Unit as he may desire, except that a Unit Owner shall not make any changes, improvements or additions to the exterior exposed to the weather parts of his Unit which he or the association is required to maintain, repair or replace pursuant to the provisions of paragraph 6.1, and except that a Unit Owner shall not make any changes, improvements or additions to his Unit which would result in the partial or total enclosure of any part or all of any balcony or any yard.

7. Assessments. The Board of Directors of the Association shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the common expenses and shall assess the Unit Owners for said sums. The procedure for the making and collection of such assessments shall be set forth in the By-Laws of the Association. All assessments, including special assessments pursuant to paragraph 9.2(d)(1) and 9.2(e)(3)(ii) hereof, shall be the personal obligation of each Unit Owner, and each Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner, including interest thereon, as hereinafter provided, and all costs incident to the collection thereof including attorney's fees.

7.1 Interest, Application of Payment. All assessments, including special assessments pursuant to paragraph 9.2(d)(1) and 9.2(e)(3)(ii) hereof, and installments

thereon not paid when due shall bear interest at the maximum rate allowed by law from the date when due until paid. All payments on account shall be first applied to interest, and then to the assessment payment first due.

7.2 Lien for Assessments. The association shall have a lien against each Condominium Unit for any unpaid assessments, including special assessments pursuant to paragraph 9.2(d)(1) and 9.2(e)(3)(ii) hereof, and for interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of any assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from and after recording of a Claim of Lien in the Public Records of Flagler County, Florida, stating the description of the Condominium Unit, the name of the Unit Owner, the amount due and the due dates. The Lien shall continue in effect until all sums secured by it together with all costs incurred in recording and enforcing same lien, shall have been paid. Such Claim of Lien shall be signed and acknowledged by an Officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at his expense. The assessment lien provided for herein shall be subordinate to the lien or any mortgage or mortgages now or hereafter placed upon the Condominium Unit subject to assessments, provided that such mortgage or mortgages are recorded prior to the Association's Claim of Lien. The Association's lien may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, and the Association may also, at its option, sue to recover money judgment for any unpaid assessments without thereby waiving the Lien securing the same.

When the Mortgagee of a first mortgage of record or other purchaser of a

Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall only be liable for the statutory share of common expenses or assessments by the association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Condominium Unit which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a Claim of Lien for assessment that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or any assessments are collectible from all of the Unit Owners including such acquirer, his successors and assigns. A first mortgage acquiring title to a Condominium Unit as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such Condominium Unit, whether or not such Condominium Unit is unoccupied, be excused from the payment of some or all of the common expenses or any assessments coming due during the period of such ownership.

7.3 Commencement of Assessments: Assessments for common expenses shall commence no earlier than the first day of the month next succeeding the date of closing of the first Condominium Unit and no later, as to each Unit, than the first month following completion of the building in which the Unit is located. Within said limitations, the date upon which said assessments shall commence shall be determined by the initial Board of Directors of the Association.

8. Association. The operation of the Condominium shall be by the Association. Each Unit Owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the articles of Incorporation and By-Laws of the

Association. The interest of each Unit Owner in the funds and assets of the Association shall be in the same proportion as the liability of each Unit Owner for common expenses. The Association shall fulfill its functions pursuant to the following:

8.1 The Condominium Act. The Condominium Act.

8.2 Declaration of Condominium. The Declaration of Condominium.

8.3 Articles of Incorporation. The Articles of Incorporation of the association, a copy of which is attached hereto and made a part hereof as Exhibit C.

8.4 By-Laws. The By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit D.

8.5 Restraint Upon Assignment of Shares and Assets. The share of a member in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

8.6 Votes. There shall be a total of sixty one votes to be cast by the owners of the Condominium upon the completion of Phase 1 and , if Phase 2 is developed, a total of 98 votes to be cast at completion of Phase 2 to be cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one vote. Where a condominium unit or units is/are owned by the managing non-profit corporation, no vote shall be allowed for such Condominium Unit or Units. Where a Condominium Unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to each Unit and such owner shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such Condominium Unit of which he is part until such authorization shall have changed in writing.

The term "owner" as used herein shall be deemed to include the Developer.

9. Insurance.

9.1 Liability Insurance. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all the condominium property, and insuring the association, the unit owners, as its and their interest appear, in such amount and providing such coverage as the board of directors of the Association may determine from time to time. Premiums for the payment of such insurance shall be paid by the Association, and such premiums shall be a common expense.

9.2 Casualty Insurance.

(a) Purchase of Insurance. The Association shall obtain a fire and extended coverage insurance with other perils endorsement and vandalism and malicious mischief insurance, insuring all of the improvements on the Condominium Property, and all property owned by the association, in and for the interests of the Association, all Unit Owners and their first mortgagees of record, as their interests may appear, in a company acceptable to the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and such premiums and other expenses shall be a common expense.

(b) Loss Payable Provisions. All policies purchased by the Association shall be for the benefit of and made payable to the Association and all Unit Owners, and their first mortgages of record, as their interests may appear. Such policies shall be deposited with the Association, and the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds

payable on account of loss or damage shall be payable to the Association. Mortgagee endorsements for first mortgages of record shall be issued as to said policies. It shall be the duty of the association to receive such proceeds as are paid, and hold the same in trust for the purpose elsewhere stated herein, for the benefit of the Association and the Unit Owners and their respective first mortgagees of record in the following shares:

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

(2) Units. Proceeds on account of loss or damage to Units shall be in the following undivided shares:

(i) Loss or Damage Less than Very Substantial Loss or Damage, or Very Substantial Loss or Damage When the Building is to be Repaired or Reconstructed. Loss of damage less than very substantial loss or damage, or very substantial loss or damage when the building is to be repaired or reconstructed, as hereinafter provided, for the Unit Owners of the damaged units in proportion to the cost of repairing or reconstructing the loss or damage suffered by each Unit Owner.

(ii) Very Substantial Loss or Damage when Building is not to be Repaired or Reconstructed. Very substantial loss or damage when building is not to be repaired or reconstructed, as hereinafter provided, for all Unit Owners, each Unit Owner's share being proportion to his share in the Common Elements appurtenant to his Unit.

3. Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the first mortgagee of record and the Unit Owner, as their interests may appear, provided, however, that no first

mortgagee of record or any other mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

(c) Distribution of Proceeds: Insurance policy proceeds received by the Association shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed in the following manner:

1. Reconstruction or Repair. If the loss or damage for which the proceeds were paid is to be repaired or reconstructed, as hereinafter provided, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to Unit Owners and their first mortgagees of record being payable jointly to them and distributed, as between them, pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagees.

2. Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the loss or damage which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be disbursed to the beneficial owners, remittances to Unit Owners and their first mortgagees of record being payable jointly to them and, as between them, distributed pursuant to the terms of the mortgage. This is a covenant for the benefit of any first mortgagee of record of a Unit and may be enforced by such first mortgagee. In the event of loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to repair or replace such personal property, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

3. Certificates. Prior to making any distribution to Unit Owners and their first mortgagees, the Association shall prepare or cause to be prepared a certificate with the names of the Unit Owners and their first mortgagees of record, such certificate to be approved in writing by an attorney authorized to practice law in the State of Florida, or abstract company authorized to do business in the State of Florida, prior to and distribution being made.

(d) Loss or Damage Less than Very substantial Loss or Damage:

Where loss or damage occurs within a Unit or Units, or to the Common Elements, or to any Unit or Units and the Common Elements, but said loss or damage is less than very substantial loss or damage, it shall be obligatory upon the Association and the Unit Owners to repair or reconstruct the damage caused by said loss. Where such loss or damage is less than very substantial loss or damage, the Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing or reconstructing, and after obtaining the same the association shall promptly obtain reliable and detailed estimates of the cost of repairing or reconstructing, and after obtaining the same the Association shall promptly contract for the repair of or reconstruction of such loss or damage. No first mortgagee of record or any other mortgage shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in paragraph 9.2(c)(1) hereof.

(1) Assessments for Repair and Reconstruction: If the proceeds of insurance are not sufficient to defray the estimated cost of repair or reconstruction, or if at any time during repair or reconstruction, or upon completion of repair or reconstruction are insufficient, a special assessment shall be made by the Board of

Directors of the Association against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amount to provide funds for the payment of such costs. Such assessment against Unit Owners for damage to Units shall be in proportion to the cost of repair or construction of their respective Units. Such assessment on account of damage to Common Elements shall be in proportion to each Unit Owner's share of Common Elements.

(e) Very Substantial Loss or Damage: Should very substantial loss or damage occur, then:

(1) The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair or reconstruction.

(2) The Board of Directors of the Association shall ascertain as promptly as possible the net amount of insurance proceeds available for repair or reconstruction. No first mortgagee of record or any other mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan except as to remaining proceeds, as provided in paragraph 9.2(c)(1) hereof, and except as provided in paragraph 9.2(c)(2) hereof.

(3) Thereupon, a Special Meeting of Members shall be called by the Board of Directors of the Association to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:

(i) If the net insurance proceeds available to repair or reconstruction are sufficient to cover the cost thereof, so that no special assessment is required, then the building shall be repaired or reconstructed, unless all members of the

association entitled to vote shall vote to terminate this condominium in which case the Condominium Property shall be removed from the provisions of the law by the recording, in the Public Records of Flagler County, Florida, an instrument terminating this Condominium, which instrument shall set forth the facts affecting the termination, and such instrument shall be executed with the formalities required for a deed by all members of the Association entitled to vote. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Flagler County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and their undivided interests in the Condominium Property as tenants in common shall be the same as their undivided interest in the Common Elements prior to termination. Upon termination, all mortgages and other liens upon condominium Units shall become mortgages and liens upon the undivided interest of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(ii) If the net insurance proceeds available for repair or reconstruction are not sufficient to cover the cost thereof, so that a special assessment will be required, the Board of Directors shall determine the amount of such assessment. If after discussion of such assessment, both of members of the association entitled to vote shall vote to terminate the Condominium, then it shall be so terminated and the Condominium Property shall be removed from the provisions of the law in accordance with the procedures set forth in paragraph 9.2(e)(3)(i) hereof, except that both Unit Owners shall be required to execute the required instrument. The Unit Owners shall thereupon become owners as tenants in common of the Condominium Property in such undivided interest, and all mortgages and other liens upon the Condominium units shall encumber the undivided interest of such

tenants in common, as provided in paragraph 9.2(e)(3)(i) hereof. If the condominium is not terminated as above provided, the Board of Directors of the Association shall immediately levy such assessment, such assessment to be made in the manner and as provided in paragraph 9.2(d)(1) hereof, and thereupon, the Association shall proceed to negotiate and contract for such repairs or reconstruction.

(4) If a dispute should occur as to whether very substantial loss or damage has occurred, the Board of Directors of the association shall decide the question and their decision shall be binding and conclusive upon all Unit Owners.

(f) Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair or reconstruction shall be from the insurance proceeds, and if there is a balance in the funds after the payment of all costs of repair or reconstruction, such balance shall be distributed to the beneficial owners of the fund in the amount heretofore provided.

(g) Plans and Specifications. Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original building, or as the building was last repairs or reconstructed.

(h) Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for such Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the association and to execute and deliver releases therefor upon the payment of claims.

9.3 Workmen's Compensation Policy. Policies of Workmen's Compensation Insurance shall be obtained to meet the requirements of law.

9.4 Other Insurance. The Association is authorized to obtain such other

insurance as the Board of Directors of the association shall determine from time to time to be desirable. The Board of Directors of the association may obtain insurance policies, as provided under this paragraph 9, which contain such deductible clauses as the board of Directors determines.

9.5 Unit Owner's Insurance. Each Unit Owner shall be responsible for purchasing, at his own expense, liability insurance upon his own personal property and such other insurance as he shall desire.

9.6 Insurance Companies. Insurance companies authorized to do business in the State of Florida shall be affirmatively presumed to be good and responsible companies, and the Board of Directors of the Association shall not be responsible for the quality or financial responsibility of the insurance companies provided same are licensed to do business in the State of Florida.

10. Use Restrictions: The use of the Condominium Property shall be in accordance with the following provisions as long as the condominium exists.

10.1 Units. Each of the Units shall be occupied only by the Unit Owner, his guests, invitees and lessees, and in the case of lessees, their guests and invitees. A Unit may be divided or subdivided for occupancy or leasing purposes, but ownership of the Unit as a whole cannot be deeded in any manner other than as a whole Unit as set forth in Exhibit A.

10.2 Common Elements. The Common Elements shall be used only for the purpose for which they are intended in the furnishing of all services and facilities to the Units and the Unit Owner.

10.3 Pets. No Pets shall be maintained or kept in any of the Units

10.4 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to owners or which interferes with the peaceful possession and proper use of the Condominium Property by its occupants. All parts of the Condominium 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. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the condominium Property.

10.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part of it, and all valid laws, zoning ordinances, and regulations of the Governmental bodies having jurisdiction shall be observed.

10.6 Leasing of Units. Units shall not be leased for a time period of less than thirty (30) days. Other than the preceding limitation, there are no, nor shall there be any restrictions or limitations upon the leasing of Units, and each Unit Owner may lease his Unit upon such terms and conditions as he may desire, provided that the Lease of a Unit shall not discharge the Unit Owner from compliance with any of the obligations and duties as a Unit Owner. All of the terms and provisions of the Condominium Act, the Declaration, Articles of Incorporation, the By-Laws, and the rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to abide by the rules and regulations of the Association, and the terms and provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association.

10.7 Signs. Except for (a) signs or displays placed on the Condominium

Property by the Developer as part of original construction and any replacement thereof; (b) signs or displays required by Governmental authority and any replacement thereof; (c) "For Sale" or "For Rent" signs advertising a Unit or part thereof ; (d) temporary signs placed at a place designated for signs or displays by the Board of Directors of the Association; no other type of sign, display or advertising shall be placed on the Condominium Property. Any repair or replacement to the signs or displays permitted by (a), (b), and (d) above shall, to the extent possible, be identical to the sign or display repaired or replaced.

10.8 Parking Spaces. No trucks or other commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers, or trailers of any description shall be parked in any surface parking space except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up, delivery, and such other services as may be necessary.

10.9 Rules and Regulations. Rules and Regulations concerning use of the Condominium Property shall be made by and may be amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Rules and Regulations and Amendments thereto shall be furnished by the Association to all Unit Owners and residents of the building upon request.

10.10 Transfer of Condominium Units: Except as otherwise provided in Paragraph 10.6 hereof, there are no nor shall there be any restrictions or limitations upon the sale, transfer, conveyance, or other disposition of a Condominium Unit.

11. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms and provisions of the Condominium Act, this Declaration, the Articles

of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant thereto, as they all may be amended from time to time. Failure of a Unit Owner to comply shall entitle the Association or any aggrieved party to the following relief in addition to the remedies provided by the Condominium Act.

11.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act or neglect, or the act or neglect of any member of his family, his guests, employees, agents, invitees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of the Unit, its appurtenances or the Common Elements.

11.2 No Waiver of Rights. The failure of the Developer, the Association or any Unit Owner to enforce any covenants, restrictions or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association or the rules and regulations of the Association shall not constitute a waiver of the right to do so thereafter.

12. Amendments: Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

12.2 Resolution of Adoption: 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 seventy-five (75%) percent of the votes of the entire membership of the Board of Directors and by not less than seventy-five (75%) percent of the votes of the entire membership of the Association; or

(b) 100 percent of the votes of the entire membership of the Association; or

12.3 Resolution of Adoption for Errors or Omissions not Materially Adversely Affecting Property Rights of the Unit Owners. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the association or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto, or amendment hereto, as follows:

(a) Not less than fifty (50%) percent of the votes of the entire membership of the Board of Directors and by not less than fifty (50%) percent of the votes of the entire membership of the Association.

(b) Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of unit owners.

(c) Until the Developer has sold and conveyed all of the units in the condominium, any amendment adopted pursuant to this paragraph 19.3 must be approved and consented to by the Developer.

12.4 Amendments Prior to Transfer of Control of Association.

Notwithstanding the provisions of paragraphs 13.2 and 13.3 hereof and except as the right to amend this Declaration is reserved to the Developer herein, until the first election of the members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation and By-Laws of the Association, proposal of an Amendment shall be made by the Board of Directors of the Association and approval thereof shall require only the affirmative vote of all of the Directors at any regular or Special Meeting thereof.

12.5 Execution and Recording. Except as otherwise provided in this Declaration or in the Condominium Act, a copy of each Amendment shall be attached to a Certificate which shall include the recording data identifying this Declaration, certifying that the amendment was duly adopted, and said Certificate shall be executed by the President of the association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Flagler County, Florida.

13. Termination: The Condominium may be terminated as provided in paragraphs 9.2(e)(3)(i) and 9.2(e)(3)(ii) hereof, and in the following manner:

13.1 Agreement. The Condominium may be terminated at any time by the approval in writing of all Unit Owners together with the approval in writing of all first mortgagees of record of Condominium Units. Upon approval as aforesaid, the Condominium Property shall be removed from the provisions of law by the recording, in the Public Records of Flagler County, Florida, of an instrument terminating the Condominium, which instrument shall further set forth the facts effecting the termination and such instrument shall be executed with the formalities required for a deed, by all Unit Owners, and by all first mortgagees of record of condominium units. The termination of the Condominium shall become effective upon the recording of said instrument in the Public Records of Flagler

County, Florida, and the Unit Owners shall thereupon become owners as tenants in common of the Condominium Property, and their undivided interests in the Condominium Property as tenants in common shall be same as their undivided interests in the Common Elements prior to termination. Upon termination, all mortgages and other liens upon Condominium Unit shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

14. Severability: Invalidation of any of the provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association shall not affect any of the remaining provisions, which shall remain in full force and effect.

15. Title and Captions: Title or other captions contained in this Declaration, the Articles of Incorporation or By-Laws of the Association are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of this Declaration, the Articles of Incorporation or the By-Laws of the Association, or the intent of any provision.

16. Person and Gender: Whenever the singular member is used in this Declaration, the Articles of Incorporation, or the By-Laws of the Association, and when

required by the context, the same shall include the plural, and masculine gender shall include the feminine and neither genders.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Condominium to be executed this 9 day of Nov., 2005.

Witness
Gina M. Russo
Gina M. Russo

Lesia Clifford
Lesia Clifford

WPP, LLC, a Florida limited liability company

Michael Braniff
MICHAEL BRANIFF, MANAGER

E. J. Gaiennie
E. J. GAIENNIE, MANAGER

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9 day of Nov, 2005, by MICHAEL BRANIFF, Manager of WPP, LLC, a Florida Limited Liability Company, as Developer, who are personally known to me, or who produced the following identification: _____.

Patricia A. Colanero
Notary Public, State of Florida
At Large
My Commission Expires:



STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9 day of Nov, 2005, by E. J. GAIENNIE, Manager of WPP, LLC, a Florida Limited Liability Company, as Developer, who are personally known to me, or who produced the following identification: _____.

Patricia A. Colanero
Notary Public, State of Florida
At Large
My Commission Expires:



EXHIBIT "A"
SHEET 1
LEGAL DESCRIPTION

Lots 2, 3, 4, 5 and 6 map of Westpointe Subdivision according to the Plat or Map thereof described in Map Book 32, pages 79 - 80 of the Public Records of Flagler County Florida.

EASEMENT #1 DESCRIPTION:

A POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF LOT 2, WESTPOINT SUBDIVISION, AS RECORD IN MAP BOOK 32, PAGES 79-80, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST BOUND PALM COAST PKWY (104' R/W) THENCE N.69°49'40"W ALONG SAID LINE 167.04'; THENCE LEAVING SAID RIGHT-OF-WAY BEAR N.20°10'20"E 40.00'; THENCE S.69°49'40"E 433.04' TO A POINT OF CURVE TO THE LEFT (CONCAVE NORTH); THENCE ALONG SAID CURVE HAVING A RADIUS OF 3036.58, A CENTRAL ANGLE OF 04°15'29", AN ARC LENGTH OF 225.67', A CHORD BEARING OF S.71°57'23"E FOR A CHORD DISTANCE OF 225.62'; THENCE RUN N.55°36'44"E ON A NON-RADIAL LINE 46.51'; THENCE N.13°39'22"W 97.51'; THENCE N.76°20'38"E 42.40' TO A POINT ON THE WEST LINE OF A DRAINAGE EASEMENT ON THE WEST SIDE OF LOT 2, AS SHOWN ON FORESAID PLAT OF WESTPOINT; THENCE S.13°39'22"E ALONG THE WEST LINE OF SAID EASEMENT 206.00' TO A NON-RADIAL INTERSECTION WITH THE NORTH RIGHT-OF-WAY AFORESAID PALM COAST PKWY; THENCE ALONG SAID RIGHT-OF-WAY BEING A CURVE TO THE RIGHT (CONCAVE NORTH) HAVING A RADIUS OF 3076.58', A CENTRAL ANGLE OF 06°29'45", AN ARC LENGTH OF 348.80', A CHORD BEARING OF N.73°04'31"W, A CHORD DISTANCE OF 348.61' TO A POINT OF TANGENCY; THENCE N.69°49'40"W 266.00' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EASEMENT #2 DESCRIPTION:

A POINT OF BEGINNING BEING THE NORTHWEST CORNER OF LOT 2, WESTPOINT SUBDIVISION, AS RECORD IN MAP BOOK 32, PAGES 79-80, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST BOUND PALM COAST PKWY (124' R/W) THENCE S.89°08'27"W ALONG SAID LINE 30.00'; THENCE LEAVING SAID RIGHT-OF-WAY BEAR S.00°51'33"E 84.00'; THENCE N.89°08'27"E 521.32' TO A POINT ON THE WEST LINE OF A DRAINAGE EASEMENT ON THE WEST SIDE OF LOT 2, AS SHOWN ON AFORESAID PLAT OF WESTPOINT; THENCE N.13°39'22"W ALONG THE WEST LINE OF SAID EASEMENT 86.14' TO A INTERSECTION WITH THE SOUTH RIGHT-OF-WAY AFORESAID PALM COAST PKWY; THENCE ALONG SAID RIGHT-OF-WAY BEAR S.89°08'27"W. 472.24' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EASEMENT #3 DESCRIPTION:

A POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF LOT 1, WESTPOINT SUBDIVISION, AS RECORD IN MAP BOOK 32, PAGES 79-80, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST BOUND PALM COAST PKWY (104' R/W) THENCE LEAVING SAID RIGHT-OF-WAY BEAR N.00°51'33"W A DISTANCE OF 77.50'; TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.71°45'23"W A DISTANCE OF 39.15'; THENCE N.03°10'23"E A DISTANCE OF 99.46'; THENCE N.89°08'27"E A DISTANCE OF 55.70'; THENCE S.00°47'46"E A DISTANCE OF 120.88' THENCE N.71°45'23"W A DISTANCE OF 27.05' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

NOTICE:

NO UNDERGROUND IMPROVEMENTS, UTILITIES, FOOTERS OR INSTALLATIONS HAVE BEEN LOCATED EXCEPT AS SHOWN. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, RIGHT-OF-WAYS, EASEMENTS OR THE VACATED OF AFORESAID, WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL ENCUMBRANCES OR OTHER MATTERS THAT WERE NOT PROVIDED AND THUS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. IF EASEMENTS OR RIGHT-OF-WAYS OF RECORD, OTHER THAN THOSE ON RECORD PLATS, ARE PRESENT, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUES RULE 61G17-6.0031(4)(e)

No search for encumbering instruments effecting this property was made by surveyor.

BOUNDARY SURVEY

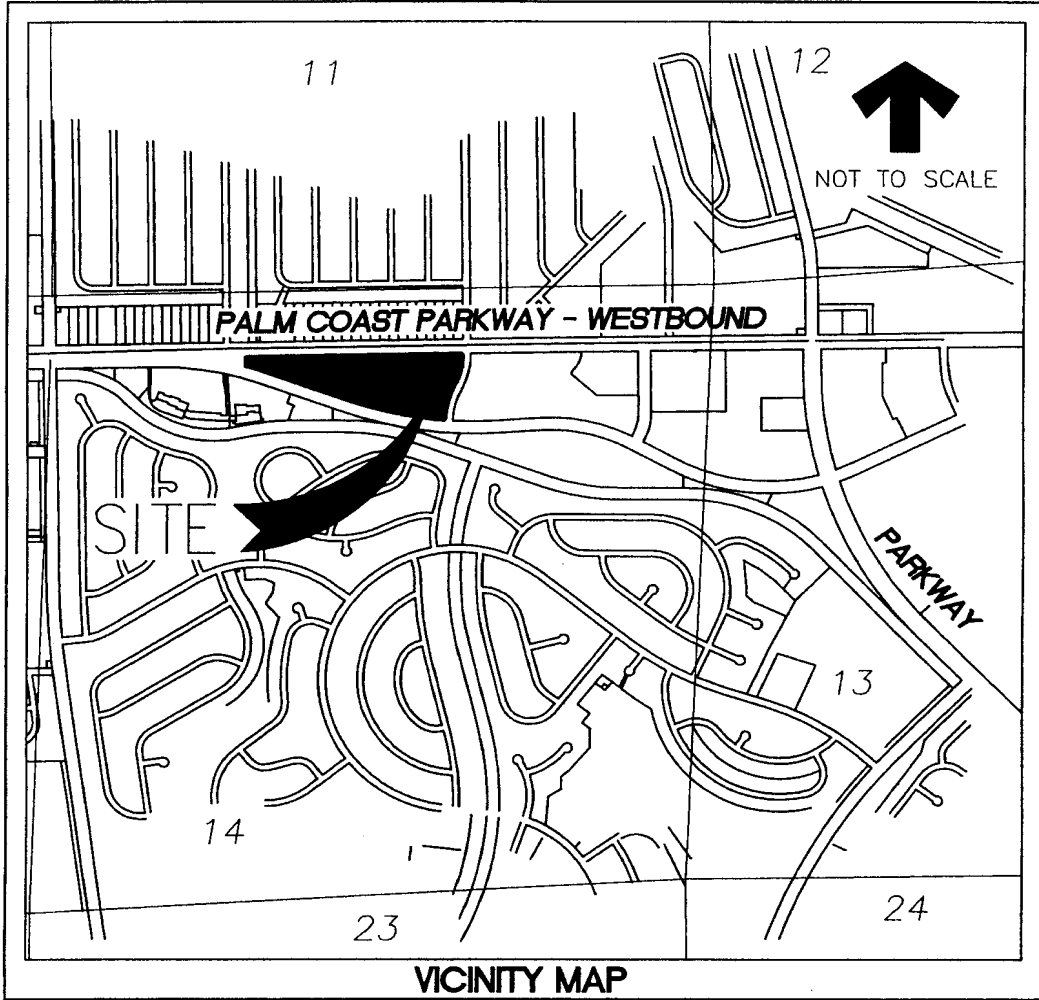


EXHIBIT "A", SHEET 2
Page 1

SHEET 1 OF 3

PREPARED FOR:

-- WESTPOINT PLAZA, LLC

EAST COAST LAND SURVEYING

24 RED OAK PLACE, PALM COAST FL 32184

PHONE (386) 437-0123

FAX (386) 437-0114

THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TYPE SURVEY: DATE OF FIELD-OFFICE WORK ORDER#

Boundary 01/13/05 01/25/05 0501084

EASEMENT REVISION 07/5/05 0507020

Cross-Access Easmt 08/10/05 0508084

Final

NO. 6309
Anthony Sanzone

08/10/05

ANTHONY SANZONE, PSM# 6309

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.

EMENT #1 DESCRIPTION:

POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF LOT 2, WESTPOINT SUBDIVISION, AS RECORD IN MAP BOOK PAGES 79-80, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST BOUND PALM COAST PKWY (104' R/W) THENCE N.69°49'40"W ALONG SAID LINE 167.04'; THENCE LEAVING SAID RIGHT-OF-WAY BEAR N.20°10'20"E 40.00'; THENCE S.69°49'40"E 433.04' TO A POINT OF CURVATURE TO THE LEFT (CONCAVE NORTH); THENCE ALONG SAID CURVE HAVING A RADIUS OF 3036.58, A CENTRAL ANGLE OF 04°15'29", AN ARC LENGTH OF 225.67', A CHORD BEARING OF S.71°57'23"E FOR A CHORD DISTANCE OF 62.1'; THENCE RUN N.55°36'44"E ON A NON-RADIAL LINE 46.51'; THENCE N.13°39'22"W 97.51; THENCE N.76°20'38"E 107.0' TO A POINT ON THE WEST LINE OF A DRAINAGE EASEMENT ON THE WEST SIDE OF LOT 2, AS SHOWN ON THE SAID PLAT OF WESTPOINT; THENCE S.13°39'22"E ALONG THE WEST LINE OF SAID EASEMENT 206.00' TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY AFORESAID PALM COAST PKWY; THENCE ALONG SAID RIGHT-OF-WAY BEING A CURVE TO THE RIGHT (CONCAVE NORTH) HAVING A RADIUS OF 3076.58', A CENTRAL ANGLE OF 9°45", AN ARC LENGTH OF 348.80', A CHORD BEARING OF N.73°04'31"W, A CHORD DISTANCE OF 348.61' TO A POINT OF TANGENCY; THENCE N.69°49'40"W 266.00' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EMENT #2 DESCRIPTION:

POINT OF BEGINNING BEING THE NORTHWEST CORNER OF LOT 2, WESTPOINT SUBDIVISION, AS RECORD IN MAP BOOK PAGES 79-80, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WEST BOUND PALM COAST PKWY (124' R/W) THENCE S.89°08'27"W ALONG SAID LINE 30.00'; THENCE LEAVING SAID RIGHT-OF-WAY BEAR S.00°51'33"E 84.00'; THENCE N.89°08'27"E 521.32' TO A POINT ON THE WEST LINE OF A DRAINAGE EASEMENT ON THE WEST SIDE OF LOT 2, AS SHOWN ON AFORESAID PLAT OF WESTPOINT; THENCE N.13°39'22"W ALONG THE WEST LINE OF SAID EASEMENT 86.14' TO AN INTERSECTION WITH THE SOUTH RIGHT-OF-WAY AFORESAID PALM COAST PKWY; THENCE ALONG SAID RIGHT-OF-WAY BEAR S.89°08'27"W. 472.24' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

EMENT #3 DESCRIPTION:

POINT OF REFERENCE BEING THE SOUTHEAST CORNER OF LOT 1, WESTPOINT SUBDIVISION, AS RECORD IN MAP BOOK PAGES 79-80, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF EAST BOUND PALM COAST PKWY (104' R/W) THENCE LEAVING SAID RIGHT-OF-WAY BEAR N.51°33'W A DISTANCE OF 77.50'; TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE N.71°45'23"W A DISTANCE OF 39.15'; THENCE N.03°10'23"E A DISTANCE OF 99.46'; THENCE N.89°08'27"E A DISTANCE OF 55.70'; THENCE S.00°47'46"E A DISTANCE OF 120.88' THENCE N.71°45'23"W A DISTANCE OF 27.05' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

NOTICE:

NO UNDERGROUND IMPROVEMENTS, UTILITIES, FOOTERS OR INSTALLATIONS HAVE BEEN LOCATED EXCEPT AS SHOWN. NO INSTRUMENTS OF RECORD REFLECTING OWNERSHIP, RIGHT-OF-WAYS, EASEMENTS OR THE VACATED OF AFORESAID, WERE FURNISHED TO THIS SURVEYOR, EXCEPT AS SHOWN. THERE MAY BE ADDITIONAL ENCUMBRANCES OR OTHER MATTERS THAT WERE NOT PROVIDED AND THUS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. IF EASEMENTS OR RIGHT-OF-WAYS OF RECORD, OTHER THAN THOSE ON RECORD PLATS, ARE PRESENT, THIS INFORMATION MUST BE FURNISHED TO THE SURVEYOR AND MAPPER. PER FLORIDA STATUTES RULE 61G17-8.0031(4)(e)

No search for encumbering instruments effecting this property was made by surveyor.

NOTES:

EASEMENT DESCRIPTION CREATED BY UNDERSIGNED
 Underground improvements and utilities are not located.
 Bearings refer to plat datum.
 Dimension category is shown in parenthesis (),
 when they differ from record dimensions.
 Flood Zone C, Panel No. 120085 0040 B, 2/5/86.
 This is best ascertained from the flood insurance rate map

LEGEND:

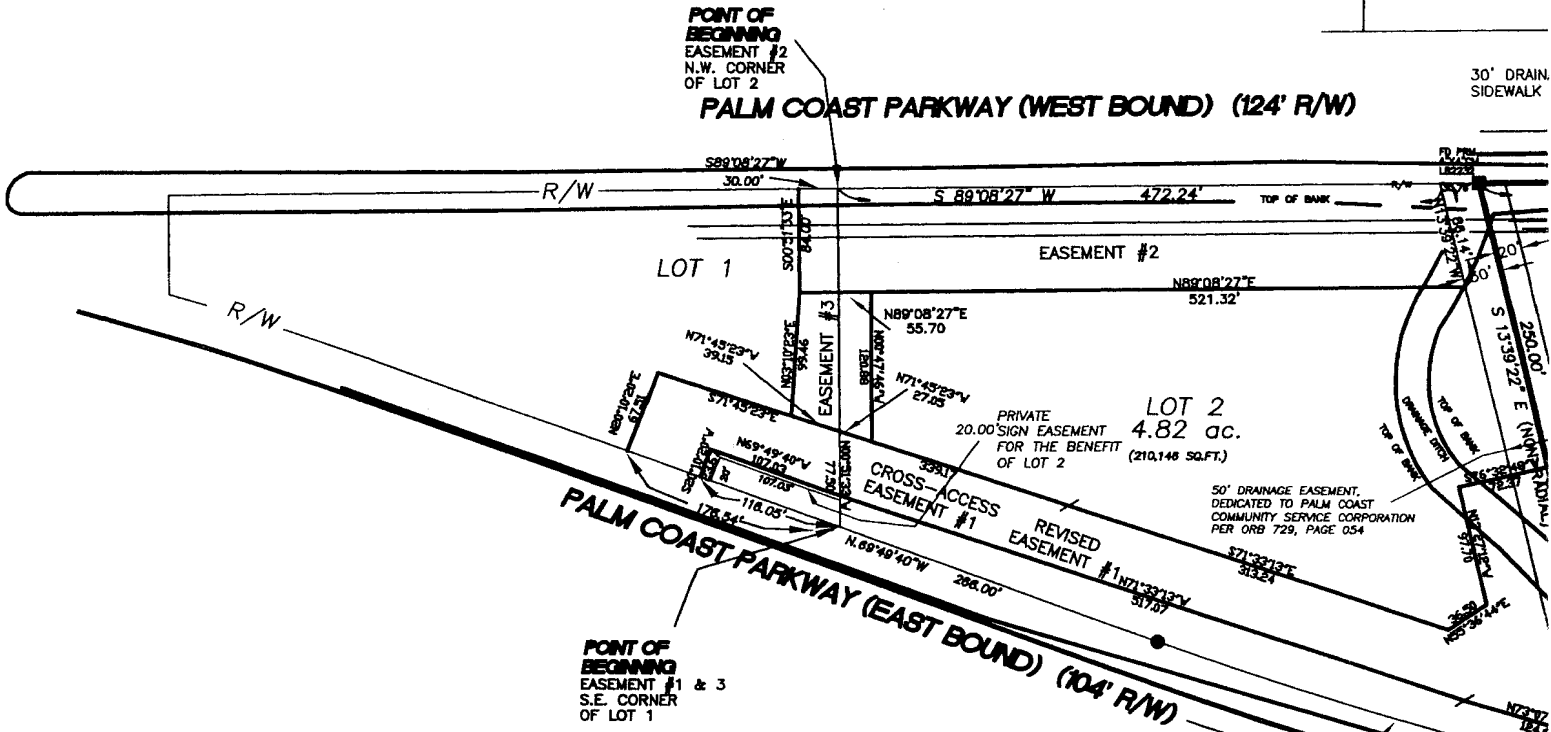
OP/P	Power Pole	C/L	Center Line
F.H.	Fire Hydrant	FD	Found
W/M	Water Meter	N/D	Nail and Disk
P.C.	Point of Curvature	IR	Iron Rod
P.I.	Point of Intersection	(P)	Plat Bearing & Distance
L.B.	Licensed Business	(M)	Measured Bearing & Distance
Δ	Delta	C/S	Concrete Slab
R.	Radius	R/W	Right of Way
L.	Length	E/P	Edge of Pavement
CB.	Chord Bearing	L.S.	Licensed Surveyor
Ch.	Chord	PSM	Professional Surveyor & Mapper
11.5	Proposed Elevation	CONC	Concrete
C.M.	Concrete Monument	P.C.P.	Permanent Control Point
PRM	Permanent Reference Monument	ORB	Official Records Book

DESCRIPTION:

LOTS 3,4,5,&6, WESTPOINT SUBDIVISION, A SUBDIVISION AS ORDERED IN MAP BOOK 32, PAGES 79 & 80, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

EASEMENTS

EXHIBIT "A", SHEET 2
Page 2



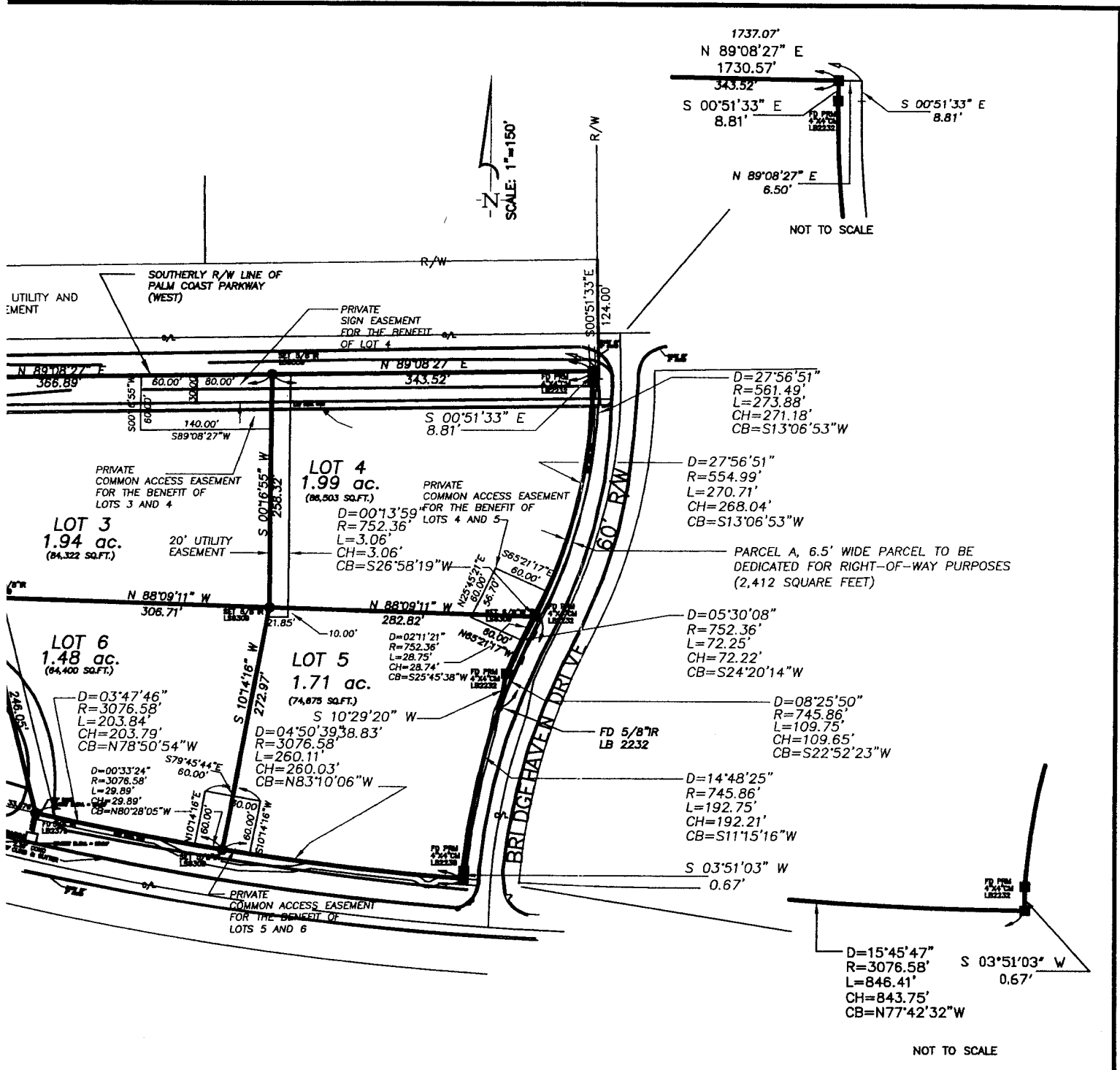
NOTES:

1. THE PROPERTY WITHIN THIS PLAT LIES WITHIN FLOOD ZONE C AS SHOWN HEREON, ACCORDING TO COMMUNITY PANEL NUMBER 120085-0040-B OF THE FLOOD INSURANCE RATE MAPS FOR FLAGLER COUNTY, FLORIDA, DATED FEBRUARY 5, 1986.
2. BEARINGS REFER TO THE TRANSVERSE MERCATOR GRID SYSTEM OF THE EAST ZONE OF FLORIDA AND LOCALLY REFERENCED TO THE SOUTHERLY RIGHT-OF-WAY LINE OF PALM COAST PARKWAY (WEST) (124' R/W) AS RECORDED IN OFFICIAL RECORDS BOOK 305, PAGES 184 THROUGH 217, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA BEING N89°08'27"E.
3. A TEN (10) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT IS RESERVED ALONG THE ROAD FRONTAGE(S) OF EACH LOT.
4. ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. F.S. 177.100 (28).
5. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE
6. THE PRIVATE COMMON ACCESS EASEMENTS SHOWN ON THIS PLAT ARE SEVERABLE NON-EXCLUSIVE EASEMENTS DEDICATED TO THE OWNERS OF THE ADJACENT LOTS FOR THE PURPOSE OF INGRESS AND EGRESS FROM A PUBLIC RIGHT-OF-WAY TO THE LOTS ADJACENT TO THE PRIVATE ACCESS EASEMENT. SAID PRIVATE ACCESS EASEMENTS ARE FOR THE USE OF THE OWNERS OF THE ADJACENT LOTS, THEIR SUCCESSORS OR ASSIGNS, THEIR GUESTS AND FOR ACCESS BY MUNICIPAL SERVICES.

Δ=008°29'45"
R=3076.58'
L=348.80'
CB=N73°04'31"W
Ch=348.61'

SHEET 3 OF 3

<p>PREPARED FOR: --- ROBERT RICHMOND</p>	<p align="center">EAST COAST LAND SURVEYING 24 RED OAK PLACE, PALM COAST FL 32164 PHONE (386) 437-0123 FAX (386) 437-0114</p>	<p>N 1. 2. 3. 4. 5. DE LO RE RE</p>
<p>TYPE SURVEY: DATE OF FIELD-OFFICE WORK ORDER# Boundary 01/13/05 01/14/05 0501084 Foundation Final</p>	<p>THE FOREGOING PLAT IS CERTIFIED TO MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 61G17-8, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.</p> <p align="center">THIS DRAWING CONTAINS 3 SHEETS THIS SURVEY IS NOT COMPLETE ONE WITHOUT THE OTHER</p> <p align="center">ANTHONY SANZONE, PSM# 6309 Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper.</p>	



ES: SEE SHEET 1 OF 3 FOR SIGNATURE & SEAL

Description furnished by client.
 Underground improvements and utilities are not located.
 Bearings refer to plat datum.
 Mention category is shown in parenthesis (),
 when they differ from record dimensions.
 Flood Zone C, Panel No. 120085 0040 B, 2/5/86.
 Elevation best ascertained from the flood insurance rate map

DESCRIPTION:
**3,4,5,&6, WESTPOINT SUBDIVISION, A SUBDIVISION AS
 RECORDED IN MAP BOOK 32, PAGES 79 & 80, OF THE PUBLIC
 RECORDS OF FLAGLER COUNTY, FLORIDA**

LEGEND:

○ P/P	Power Pole	C/L	Center Line
● F.H.	Fire Hydrant	FD	Found
⊗ W/M	Water Meter	● N/D	Nail and Disk
P.C.	Point of Curvature	● IR	Iron Rod
P.I.	Point of Intersection	(P)	Plat Bearing & Distance
L.B.	Licensed Business	(M)	Measured Bearing & Distance
Δ	Delta	C/S	Concrete Slab
R.	Radius	R/W	Right of Way
L	Length	E/P	Edge of Pavement
CB.	Chord Bearing	L.S.	Licensed Surveyor
Ch.	Chord	PSM	Professional Surveyor & Mapper
11.5	Proposed Elevation	CONC	Concrete
■ C.M.	Concrete Monument	P.C.P.	Permanent Control Point
PRM	Permanent Reference Monument	ORB	Official Records Book

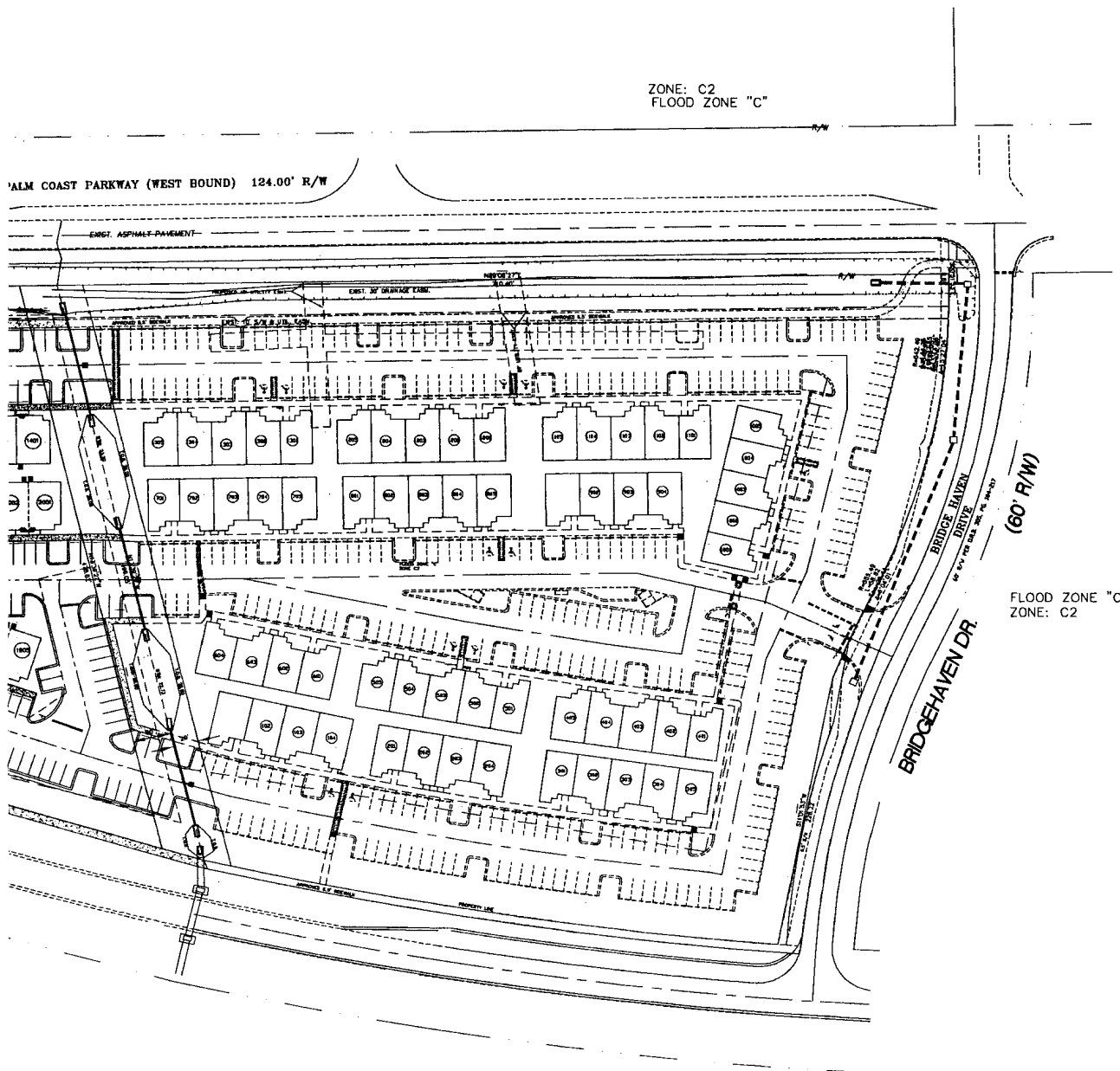


EXHIBIT "A"
SHEET 3

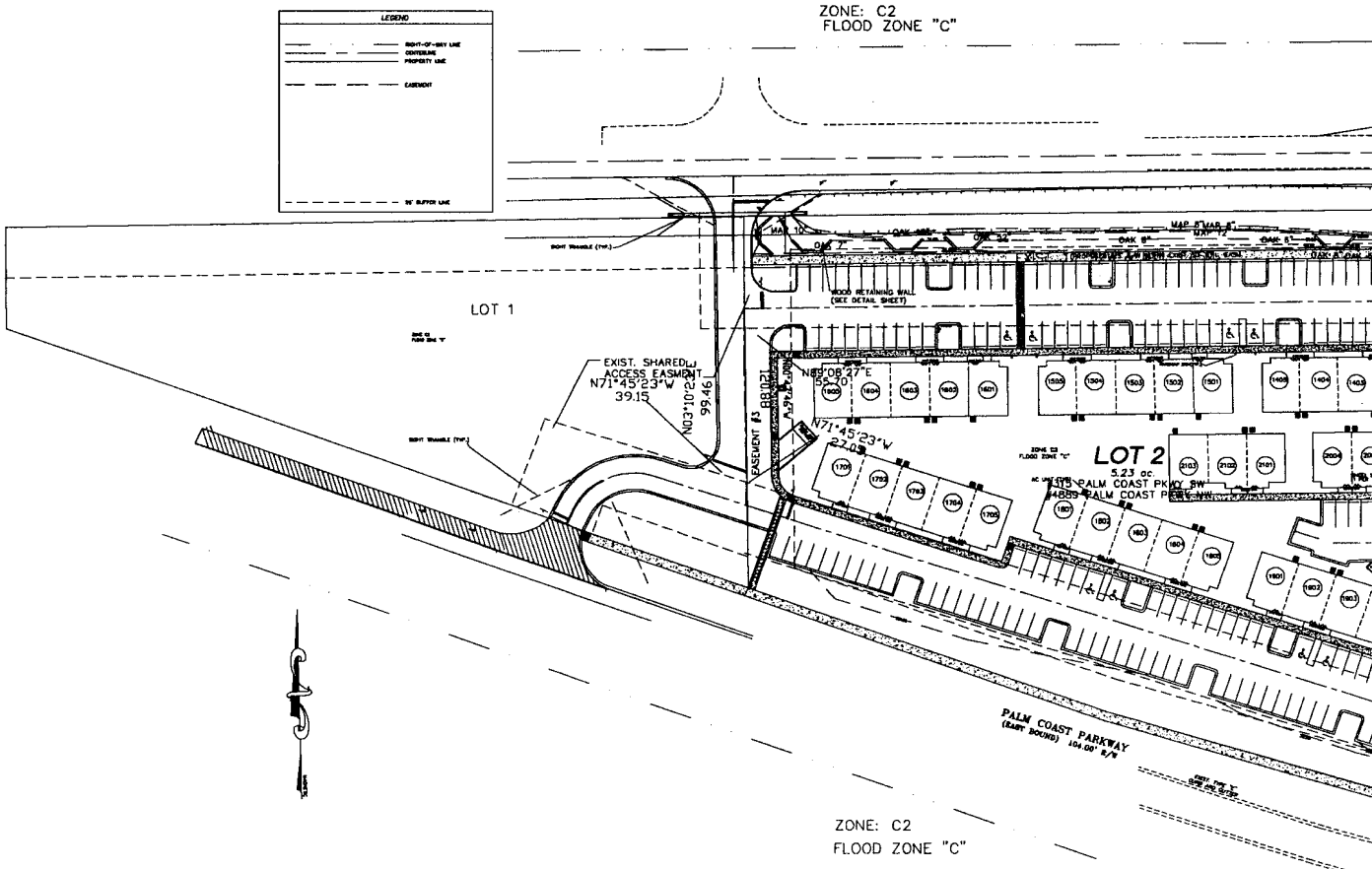
SOLID ROCK
ENGINEERING CONSULTANTS, INC.
CIVIL INFRASTRUCTURE DESIGN & CONSULTING
12443 SAN JOSE BLVD., SUITE 702, JACKSONVILLE, FL 32223
PH: (904) 230-8340 - FAX: (904) 230-8282 - EMAIL: SolidRockEngineering.com

SITE PLAN
WESTPOINTE PLAZA CONDOMINIUMS
FOR
WPP, LLC

JOB NO.	4104	REV.	DATE
DRAWN BY	PLM		
DATE	11/04/04		
SCALE	1" = 60'		

DRAWING NO.

LEGEND	
	RIGHT-OF-WAY LINE
	CONVEYANCE PROPERTY LINE
	EASEMENT
	BY MAPPER LINE

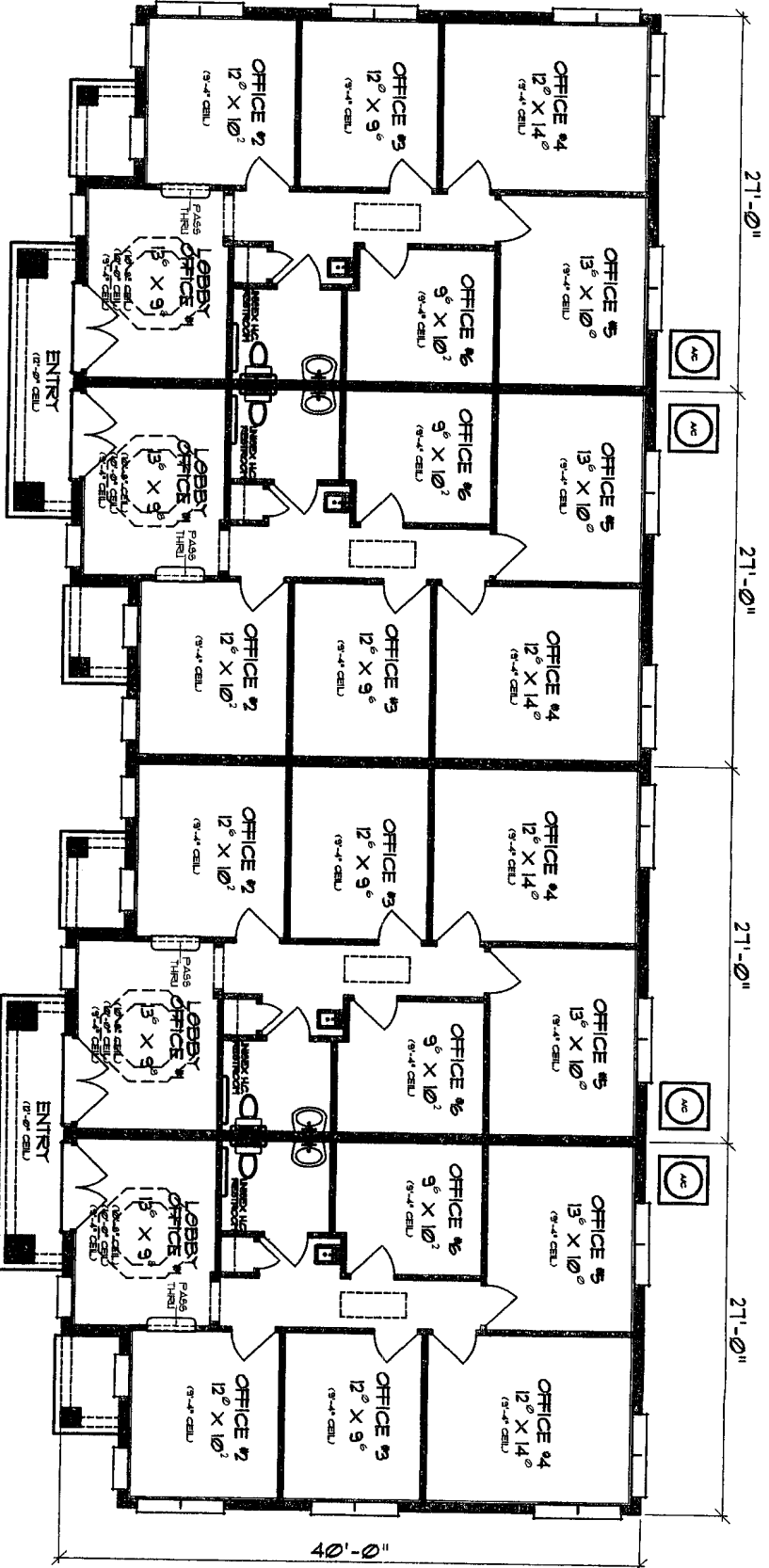


NOTE:
'COMMON AREAS' ARE TO INCLUDE ALL PARKING
LOTS, SIDEWALKS AND LANDSCAPE ISLANDS.

EXHIBIT "A-1"
SHEET 1
LEGAL DESCRIPTION

Lots 3,4 5 and 6 map of Westpointe Subdivision according to the Plat or Map thereof described in Map Book 32, pages 79 - 80 of the Public Records of Flagler County Florida.

WESTPOINTE PLAZA CONDOMINIUM FLOORPLAN 4



Unit "601-604"

WPP, LLC

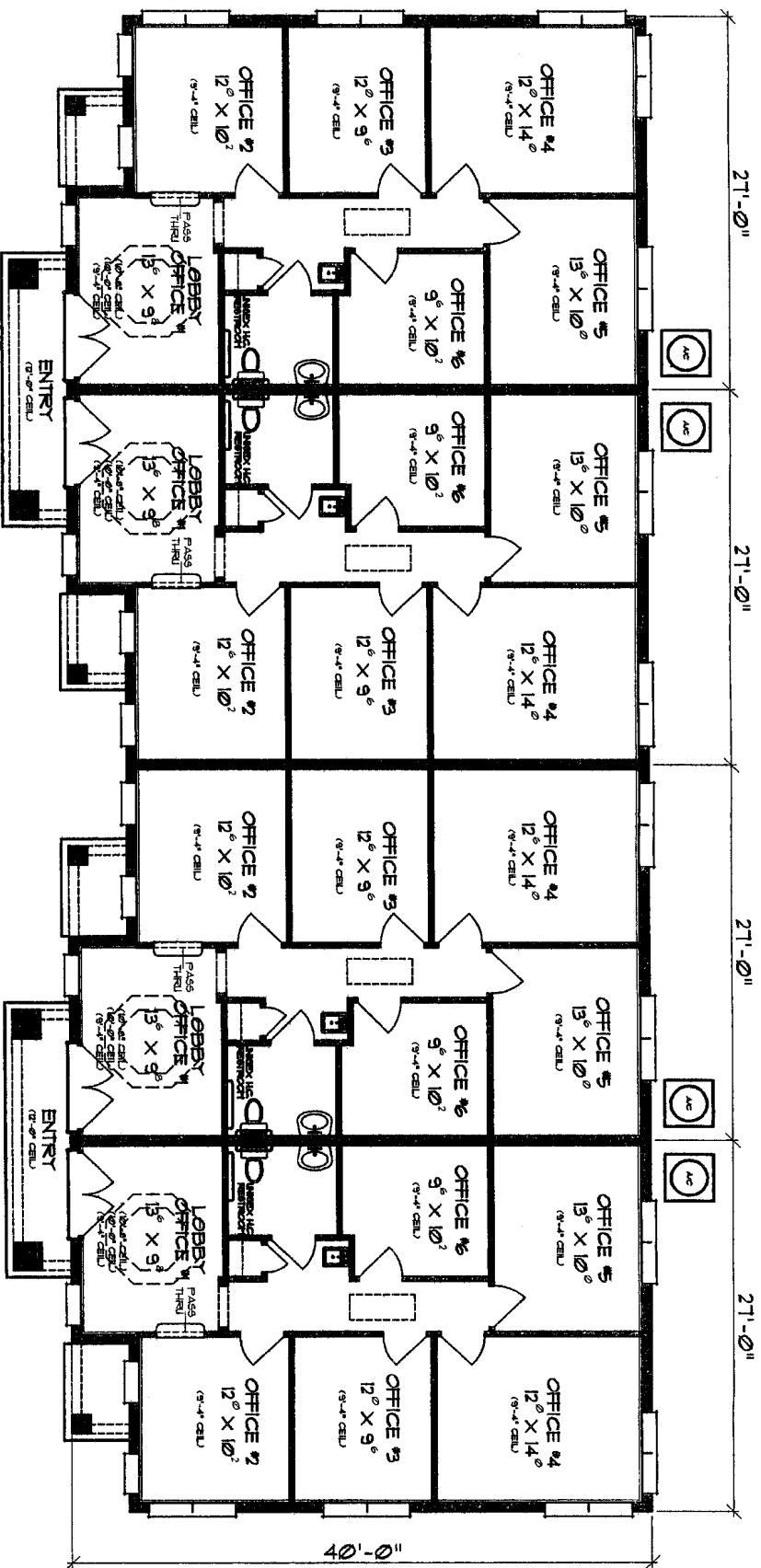
EXHIBIT "A-1"
Sheet 2, Page 1



SO. FTG. TABULATION EACH UNIT	
CONDITIONED	1021
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" FLOORPLAN 4



Unit "201-204"

EXHIBIT "A-1"
Sheet 2, Page 2

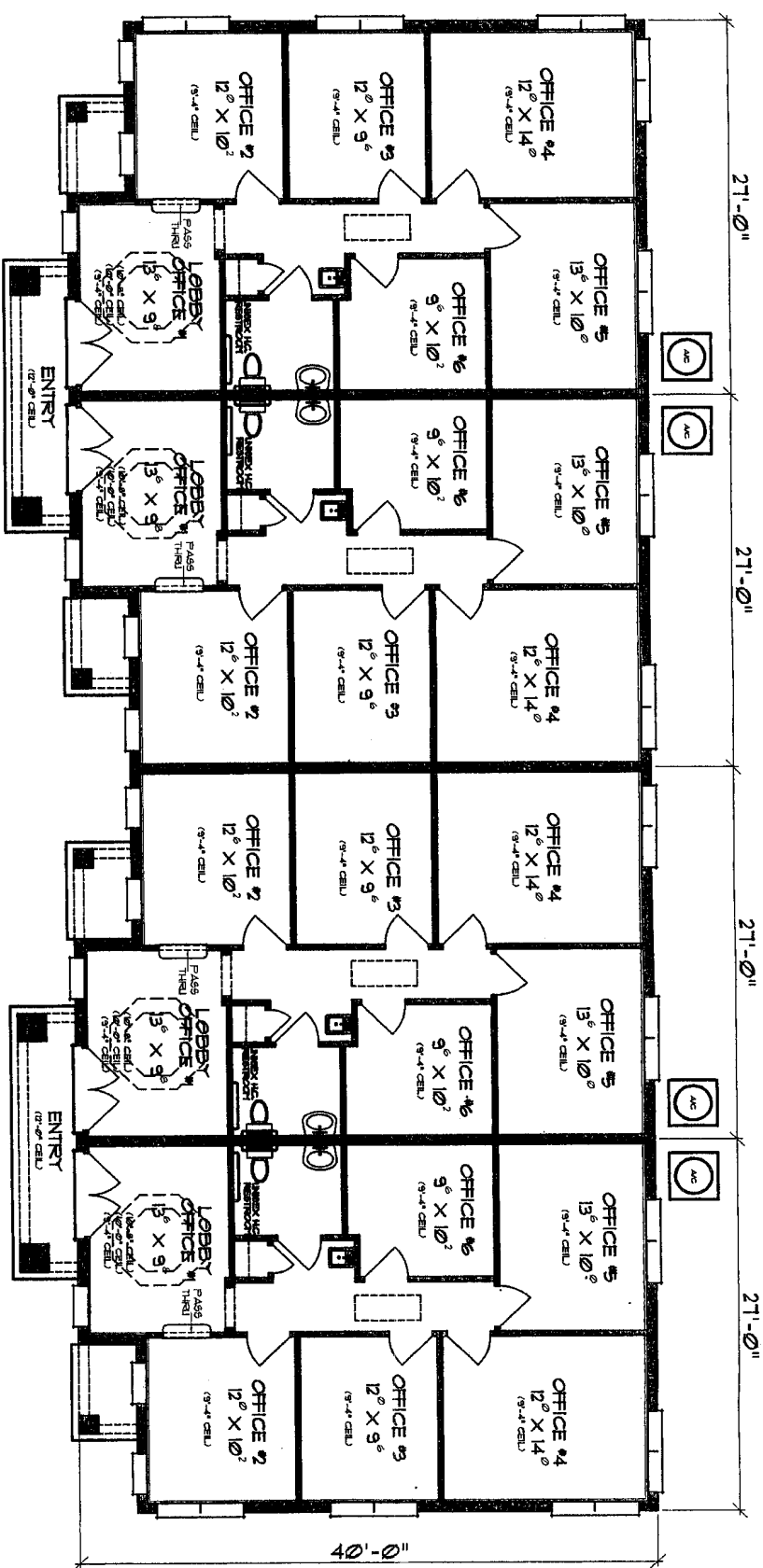
WPP, LLC



SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

WESTPONTE PLAZA CONDOMINIUM FLOORPLAN 4



Unit "101-104" & "901-904"

EXHIBIT "A-1"
Sheet 2, Page 3

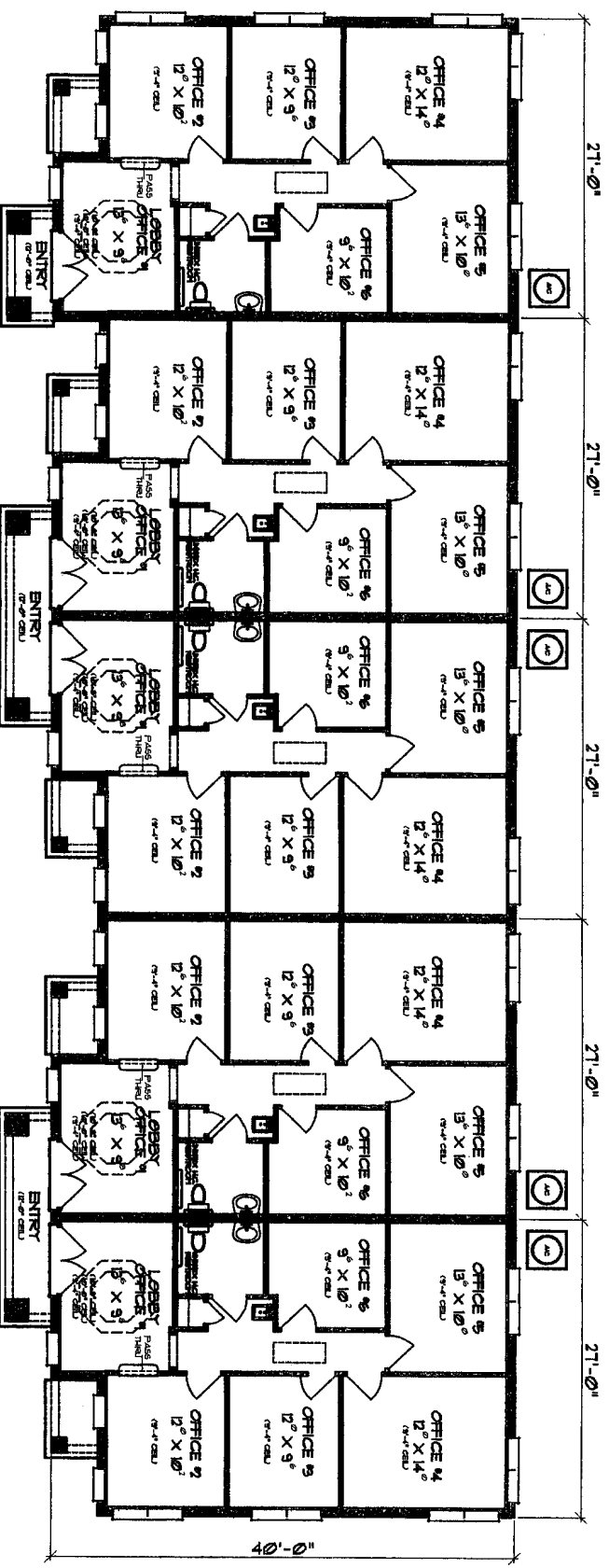


WPP, LLC

SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" FLOORPLAN 5



Unit "401-405", "1001-1005", & "1201-1205"

EXHIBIT "A-1"
Sheet 2, Page 4

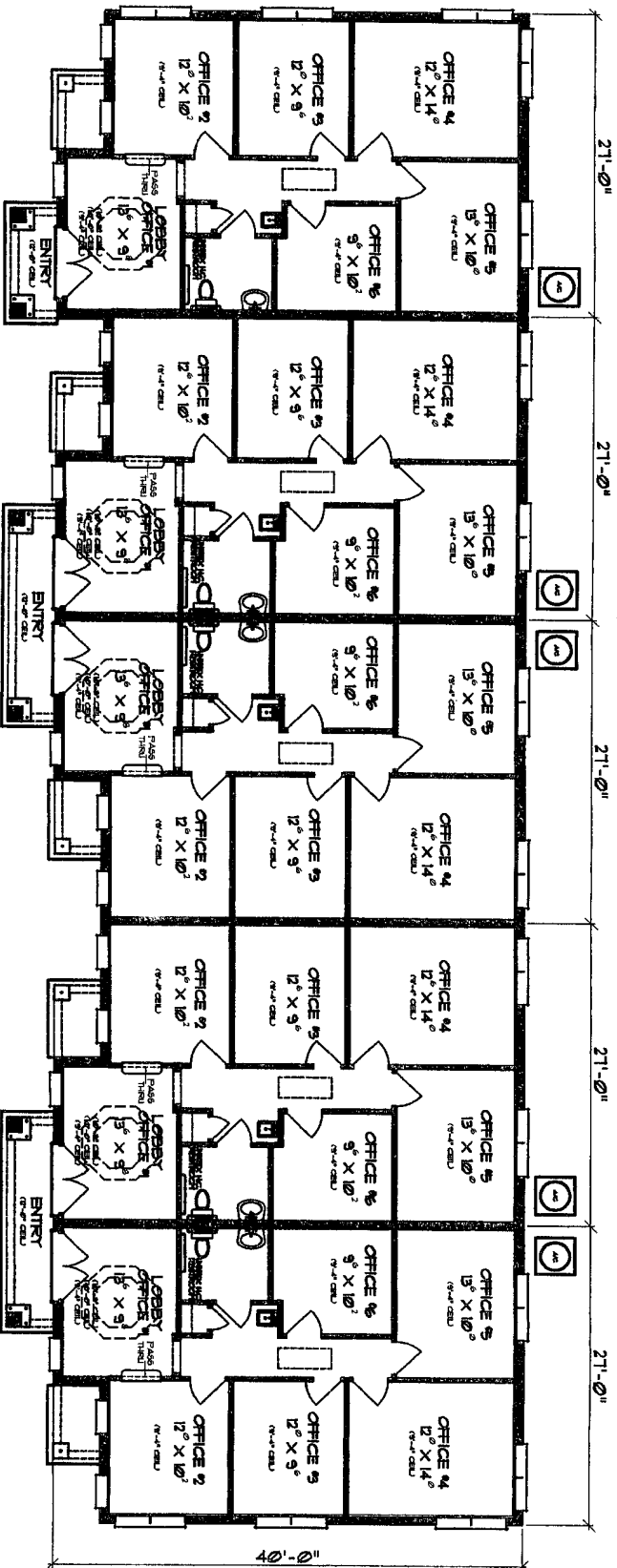


WPP, LLC

SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1031
ENTRY	6-4
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" FLOORPLAN 5



Unit "501-505" & "801-805"

EXHIBIT "A-1"
Sheet 2, Page 5



WPP, LLC

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

SQ. FTG. TABULATION EACH UNIT

CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

"WESTPONTE PLAZA CONDOMINIUM" FLOORPLAN 5

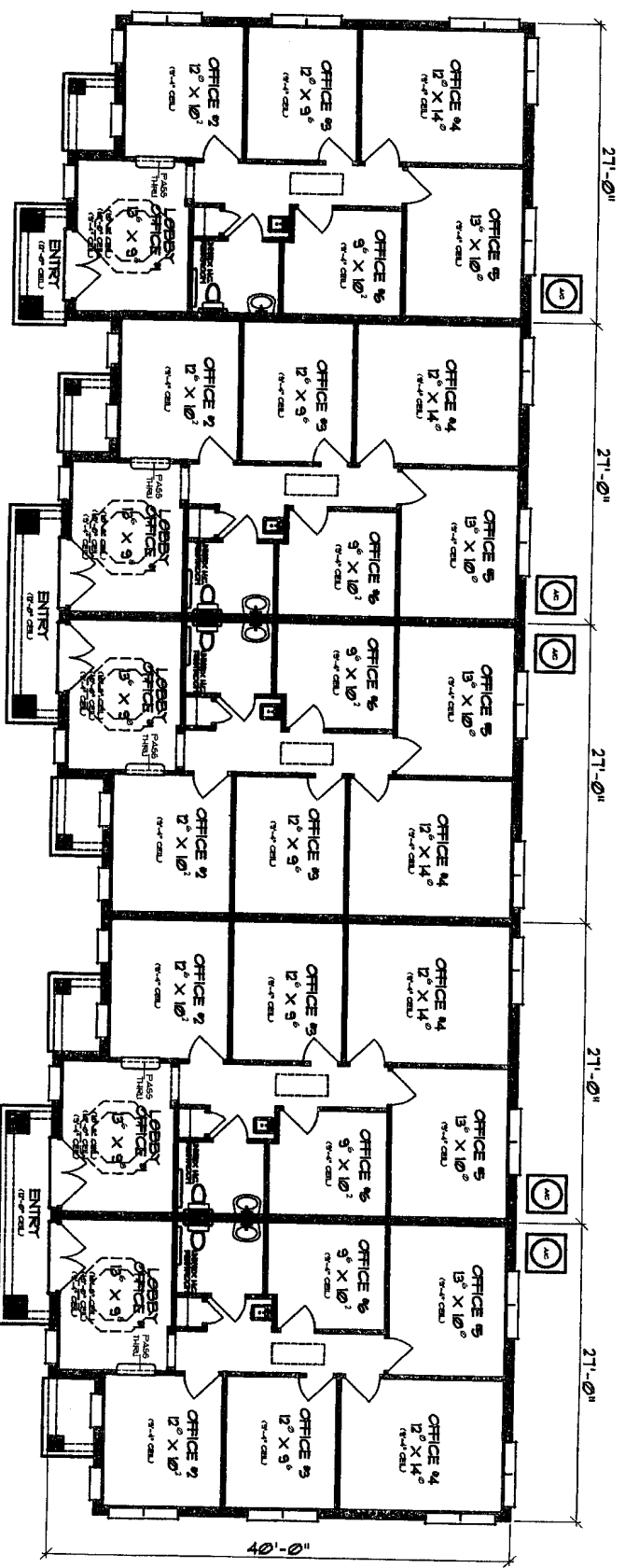


EXHIBIT "A-1"
Sheet 2, Page 6

Unit "701-705"

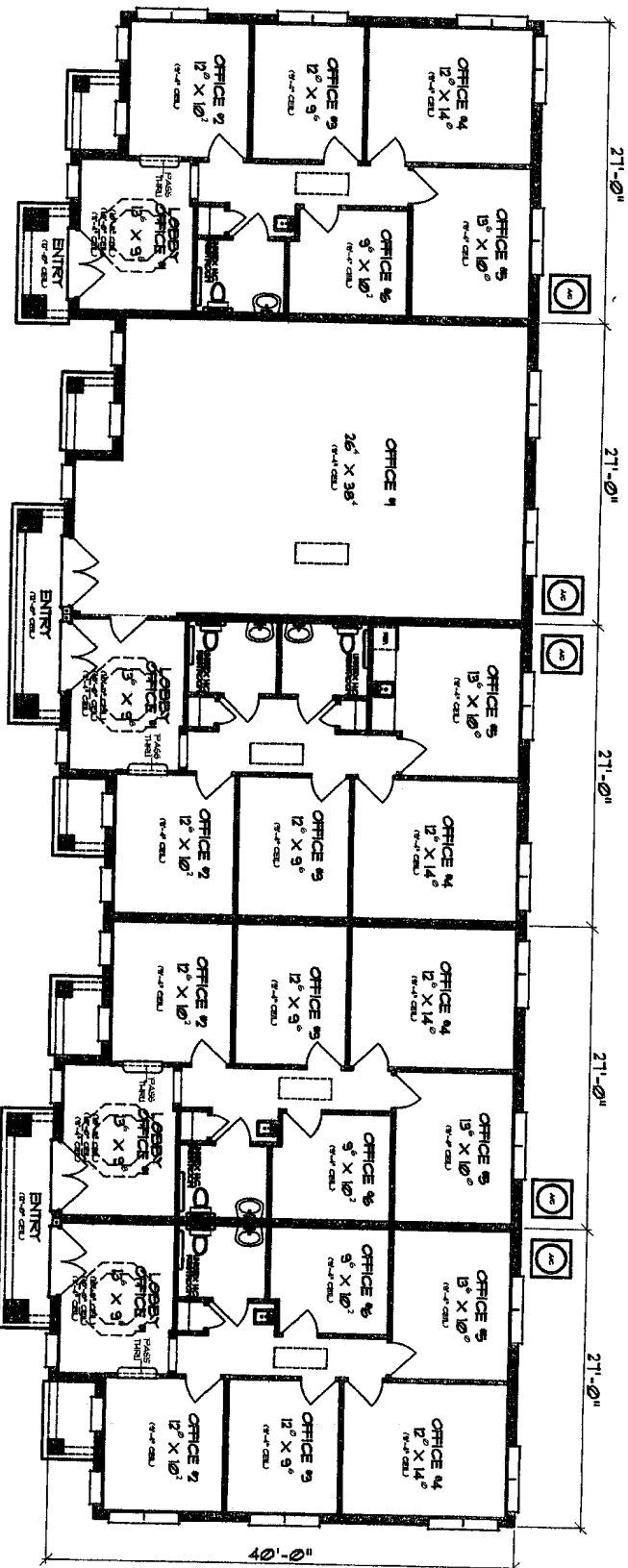
WPP, LLC



SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1231
ENTRY	64
TOTAL COVERED	1295

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" FLOORPLAN 5



Unit "1301-1305"

EXHIBIT "A-1"
Sheet 2, Page 7

WPP, LLC



SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

WESTPONTE PLAZA CONDOMINIUM

FLOORPLAN 5

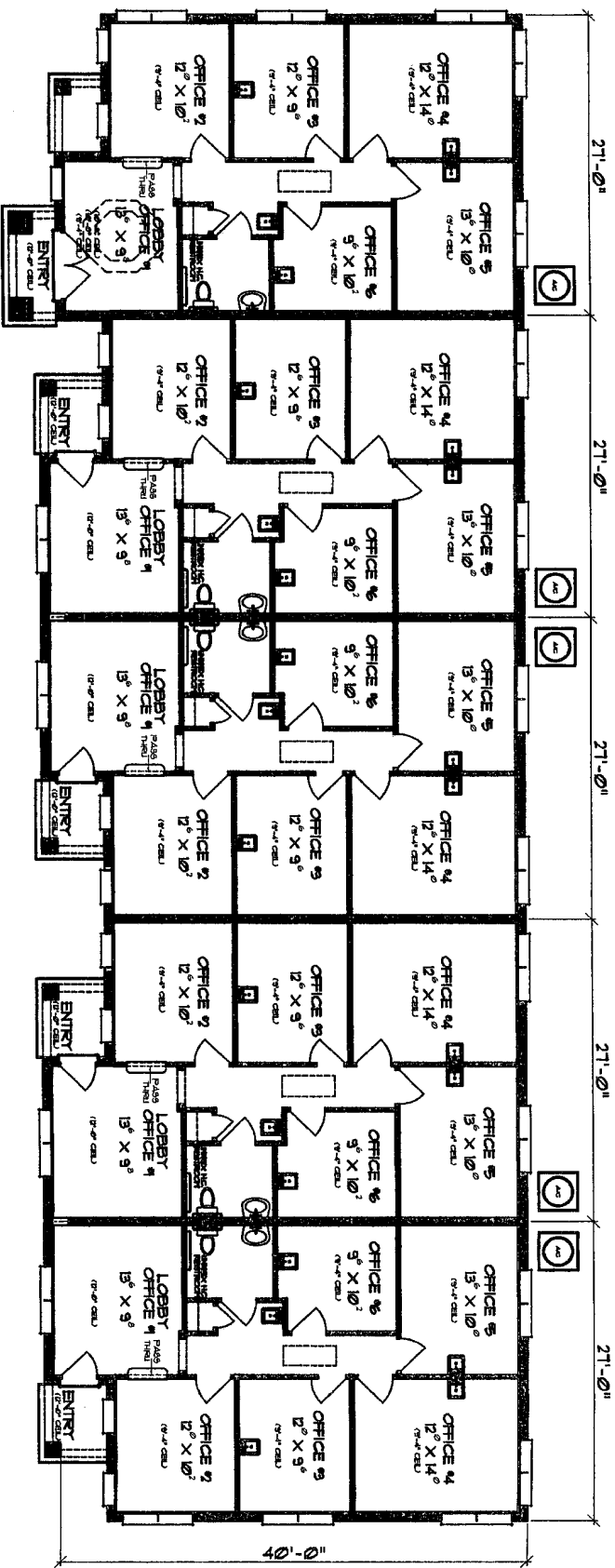


EXHIBIT "A-1"
Sheet 2, Page 8

Unit "301-305" & "1101-1105"

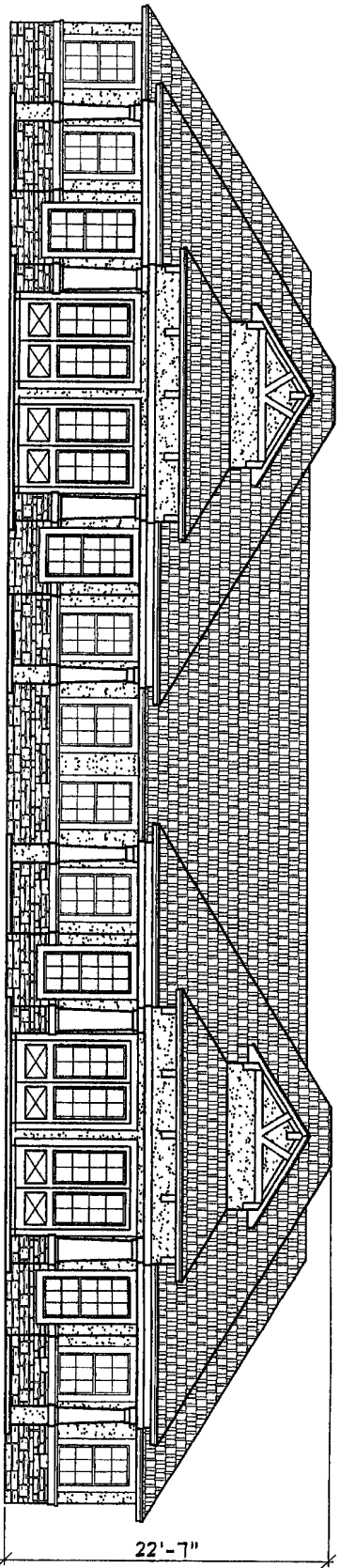
WPP, LLC



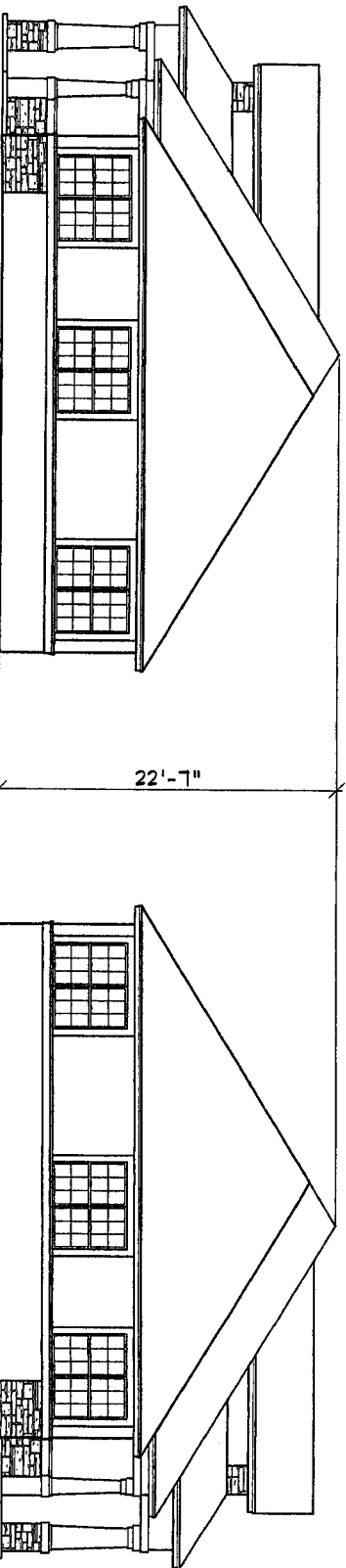
SQ. FTG. TABULATION	
EACH UNIT	
CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "201-204"



Front Elevation "4A"



Right Elevation

Left Elevation

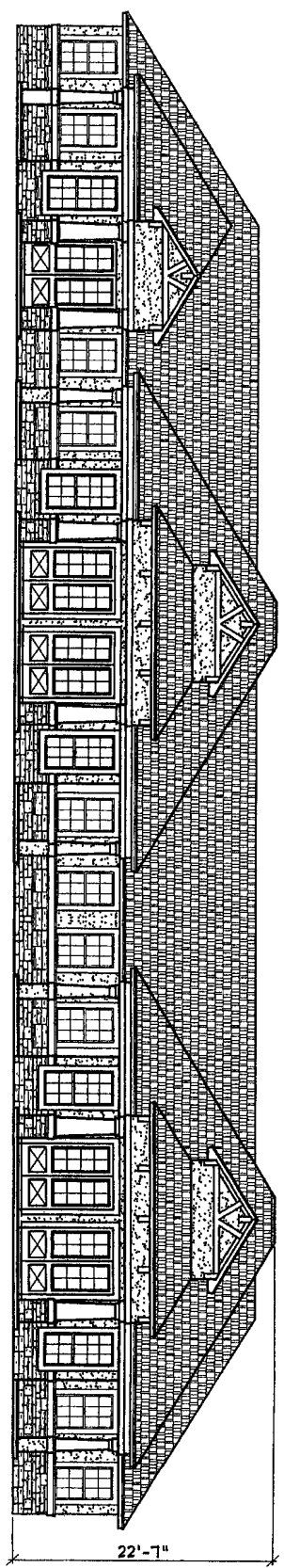
WPP, LLC



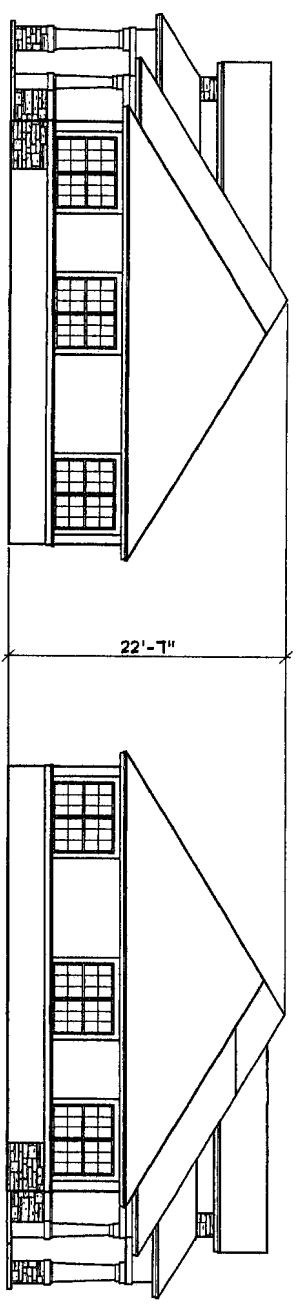
EXHIBIT "A-1"
Sheet 3, Page 1

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPONTE PLAZA CONDOMINIUM"
Unit "401-405", "1001-1005", & "1201-1205"



Front Elevation "5A"



Right Elevation

Left Elevation

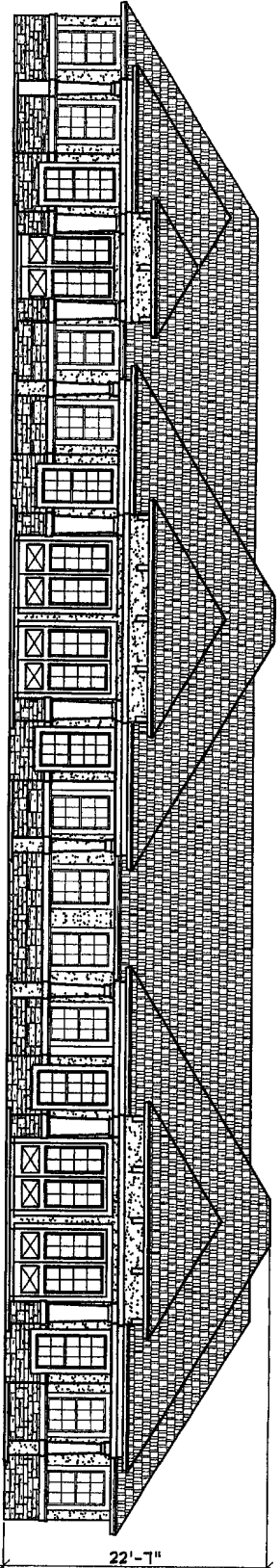
WPP, LLC



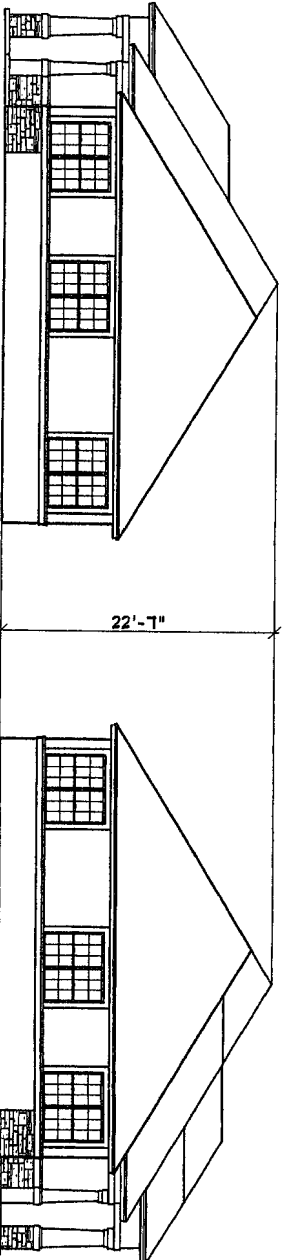
EXHIBIT "A-1"
Sheet 3, Page 2

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "501-505" & "801-805"



Front Elevation "5B"



Right Elevation

Left Elevation

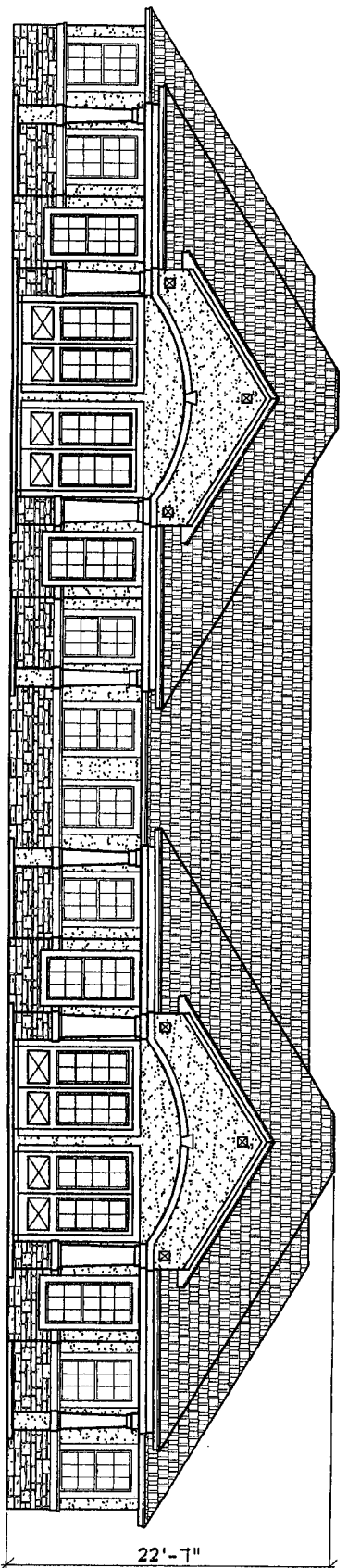
WPP, LLC



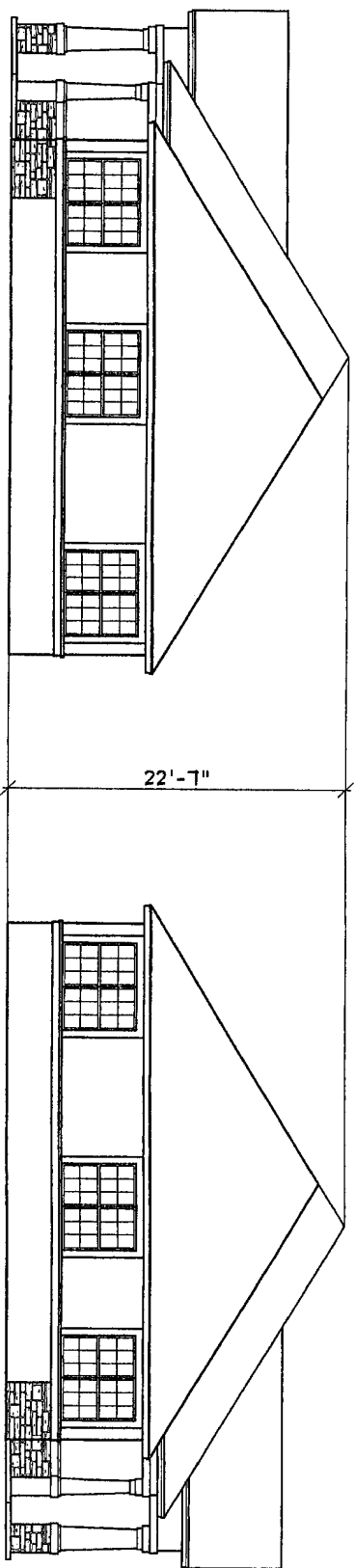
ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

EXHIBIT "A-1"
Sheet 3, Page 3

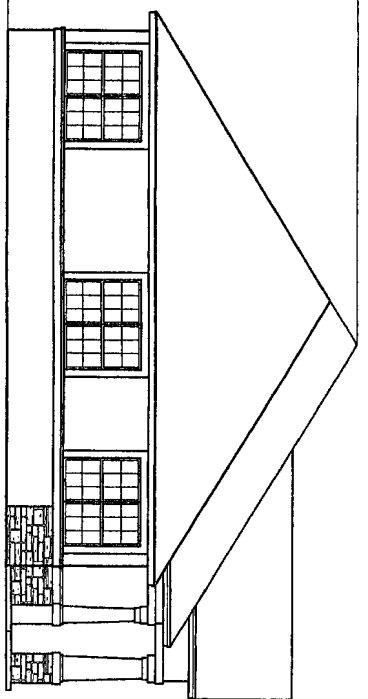
"WESTPOINTE PLAZA CONDOMINIUM" Unit "601-604"



Front Elevation "4C"



Right Elevation



Left Elevation

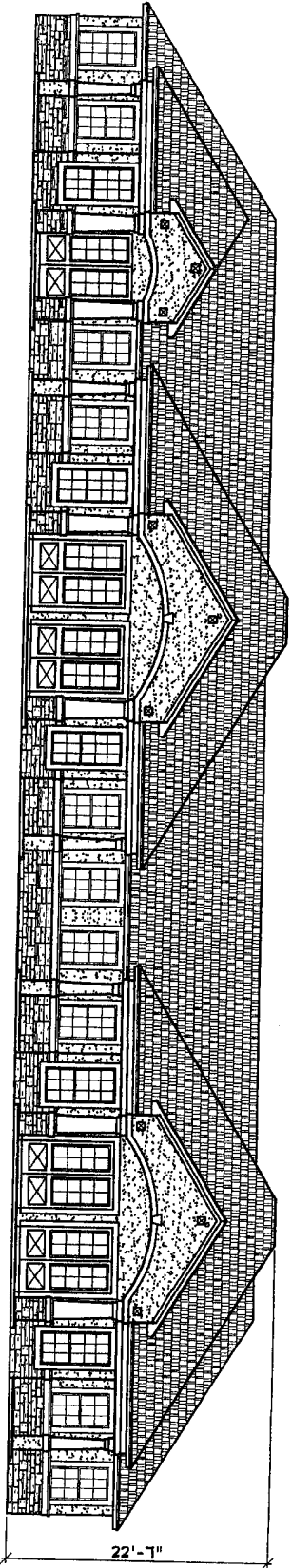
WPP, LLC



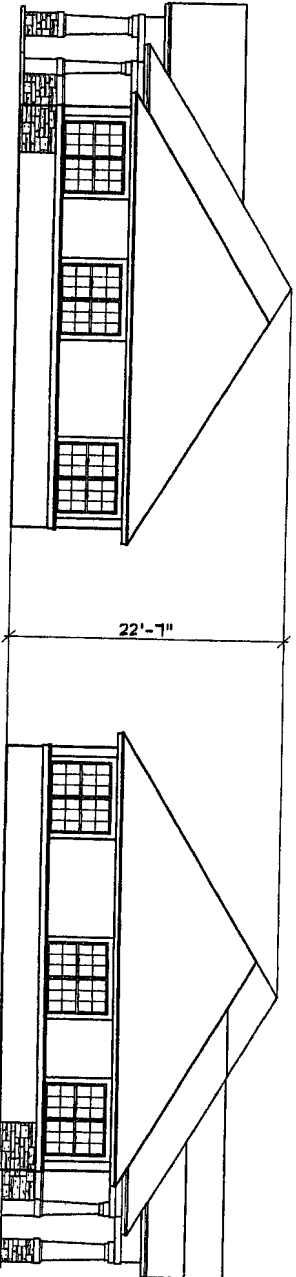
EXHIBIT "A-1"
Sheet 3, Page 4

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "701-705"



Front Elevation "5C"



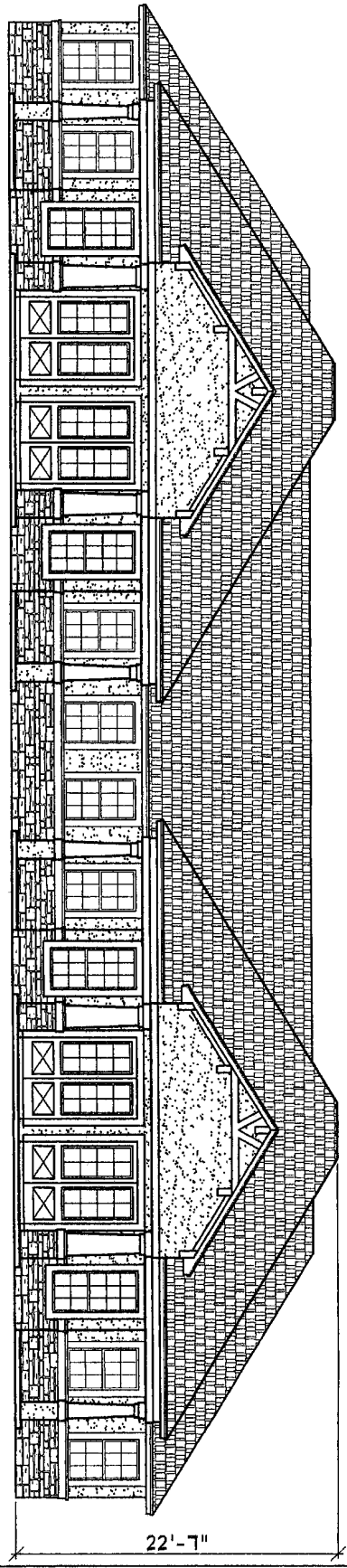
WPP, LLC



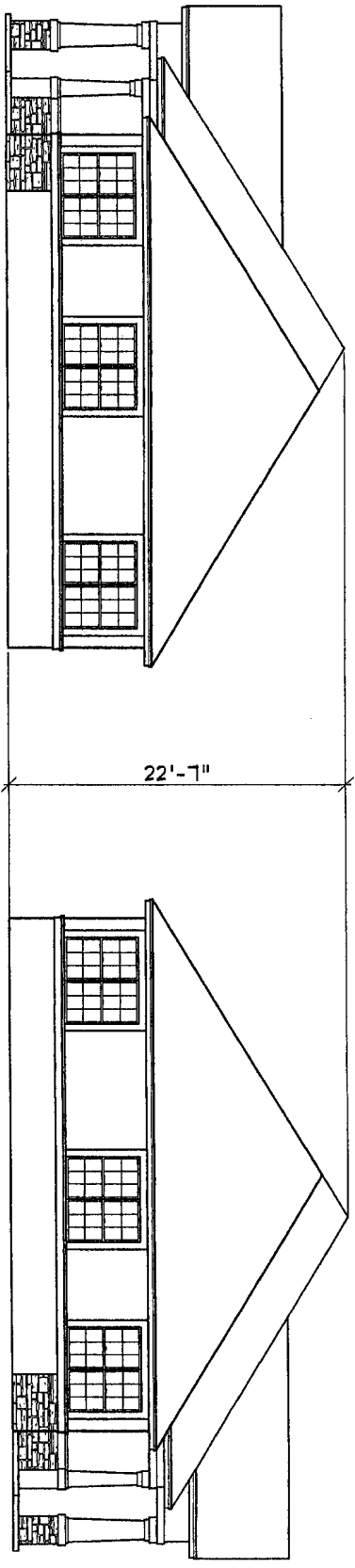
EXHIBIT "A-1"
Sheet 3, Page 5

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "101-104" & "901-904"



Front Elevation "4D"



Right Elevation

Left Elevation

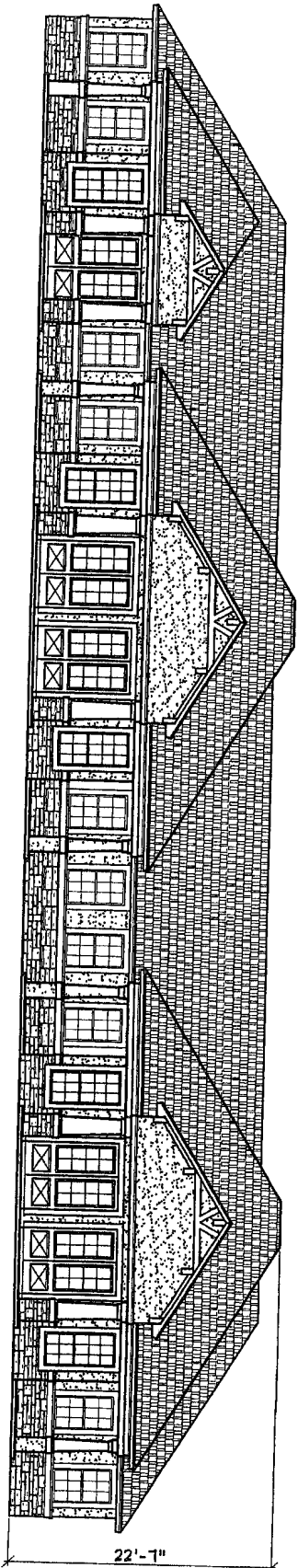


WPP, LLC

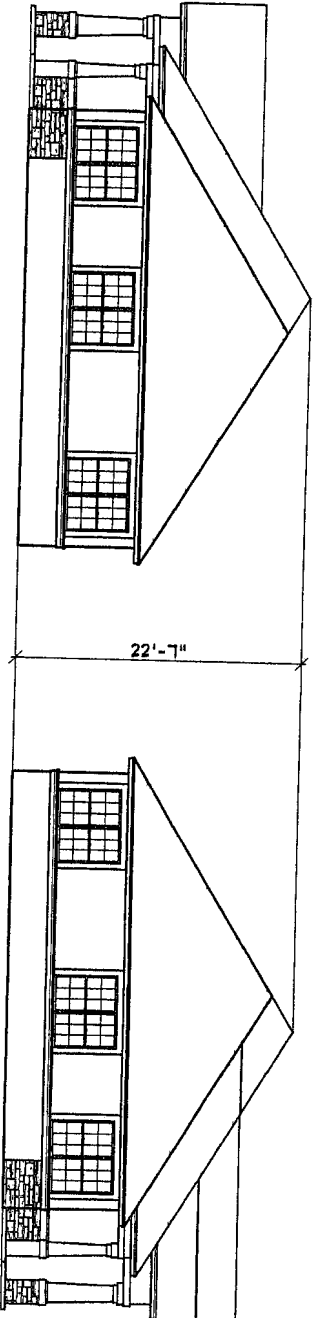
EXHIBIT "A-1"
Sheet 3, Page 6

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "1301-1305"



Front Elevation "5D"



Right Elevation

Left Elevation

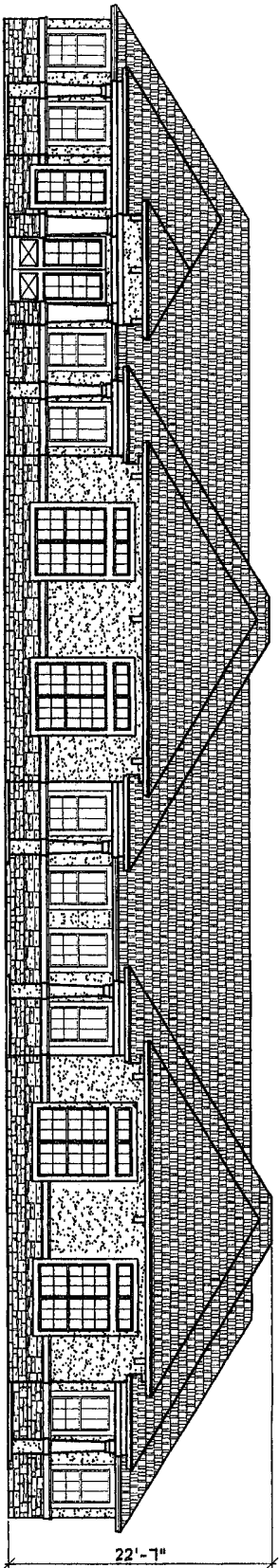
WPP, LLC



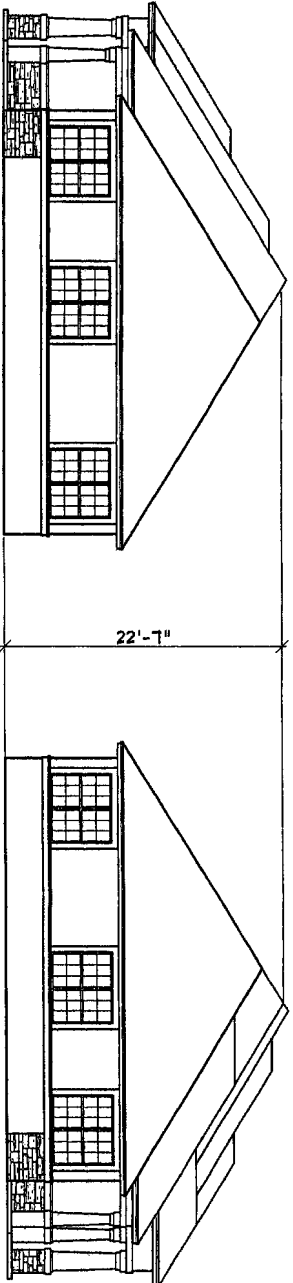
EXHIBIT "A-1"
Sheet 3, Page 7

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "301-305" & "1101-1105"



Front Elevation "5E"



Right Elevation

Left Elevation

WPP, LLC



EXHIBIT "A-1"
Sheet 3, Page 8

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

Exhibit to Amendment to Declaration of Condominium
"Graphic Description of Improvements"

I, Anthony C. Sanzone of East Coast Land Surveying, Inc. hereby certify that I am a Professional Surveyor and Mapper, Certificate # PSM 6309, authorized and licensed to practice in the State of Florida and that the construction of the improvements of Units 100 through 1305 inclusive for Westpoint Office Condominium is substantially complete so that the attached survey, plot plan, graphic description of improvements, together with the provisions of the Declaration of Condominium describing the condominium property present an accurate representation of the location and dimensions of the improvements constituting Units 100 through 1305 inclusively and that the identification, location and dimensions of the common elements of each unit can be determined from this material. I further certify that all plan improvements including but not limited to, common element facilities serving Units 100 through 1305 have been substantially completed.

Signed: *A Sanzone*

Florida Professional Surveyor and Mapper
Certificate No. PSM 6309
P.O. Box 2388
Bunnell, Fl. 32110
L.B. 7382

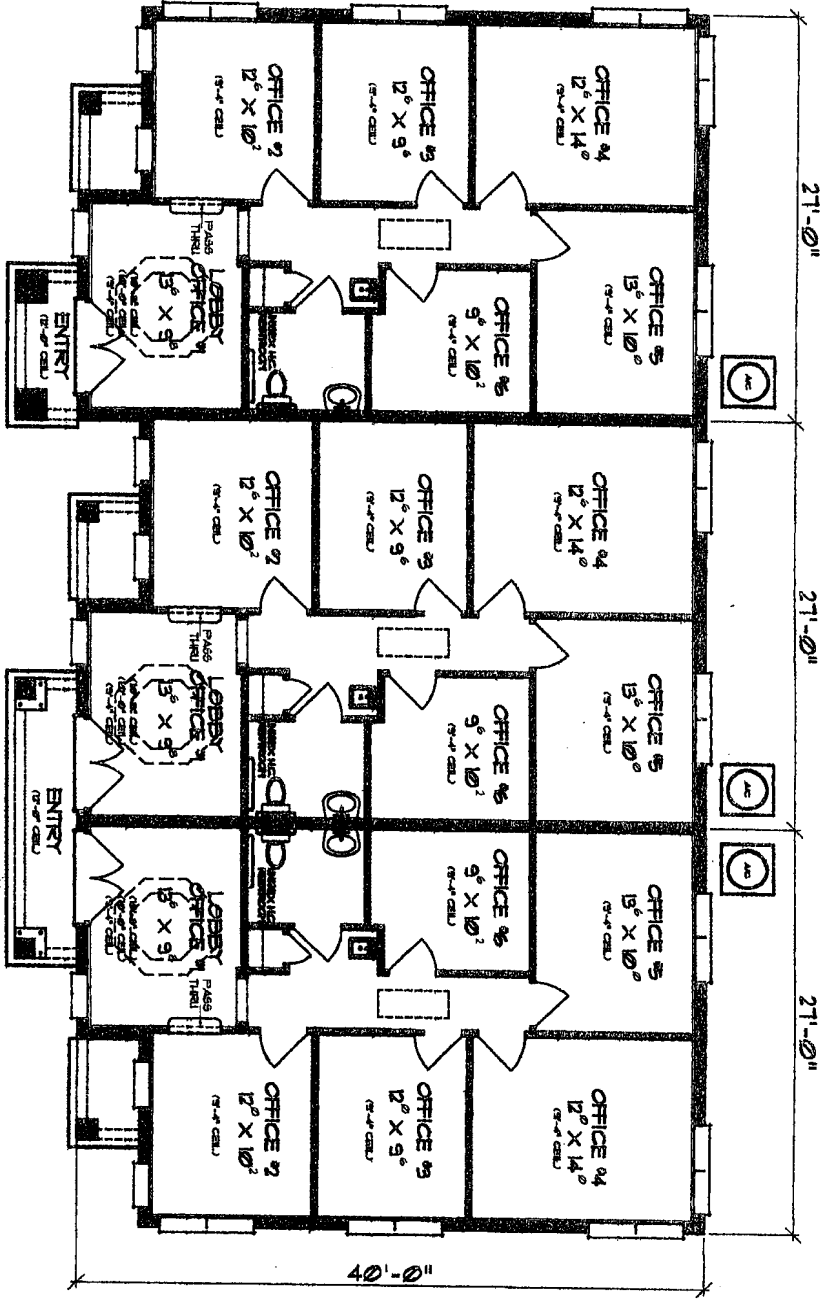
EXHIBIT "A-1"
Sheet 4



EXHIBIT "B"
SHEET 1
LEGAL DESCRIPTION

Lot 2, map of Westpointe Subdivision according to the Plat or Map thereof described in Map Book 32, pages 79 - 80 of the Public Records of Flagler County Florida.

WESTPOINTE PLAZA CONDOMINIUM FLOORPLAN 3



Unit "2101-2103"

EXHIBIT "B"
Sheet 2
Page 1

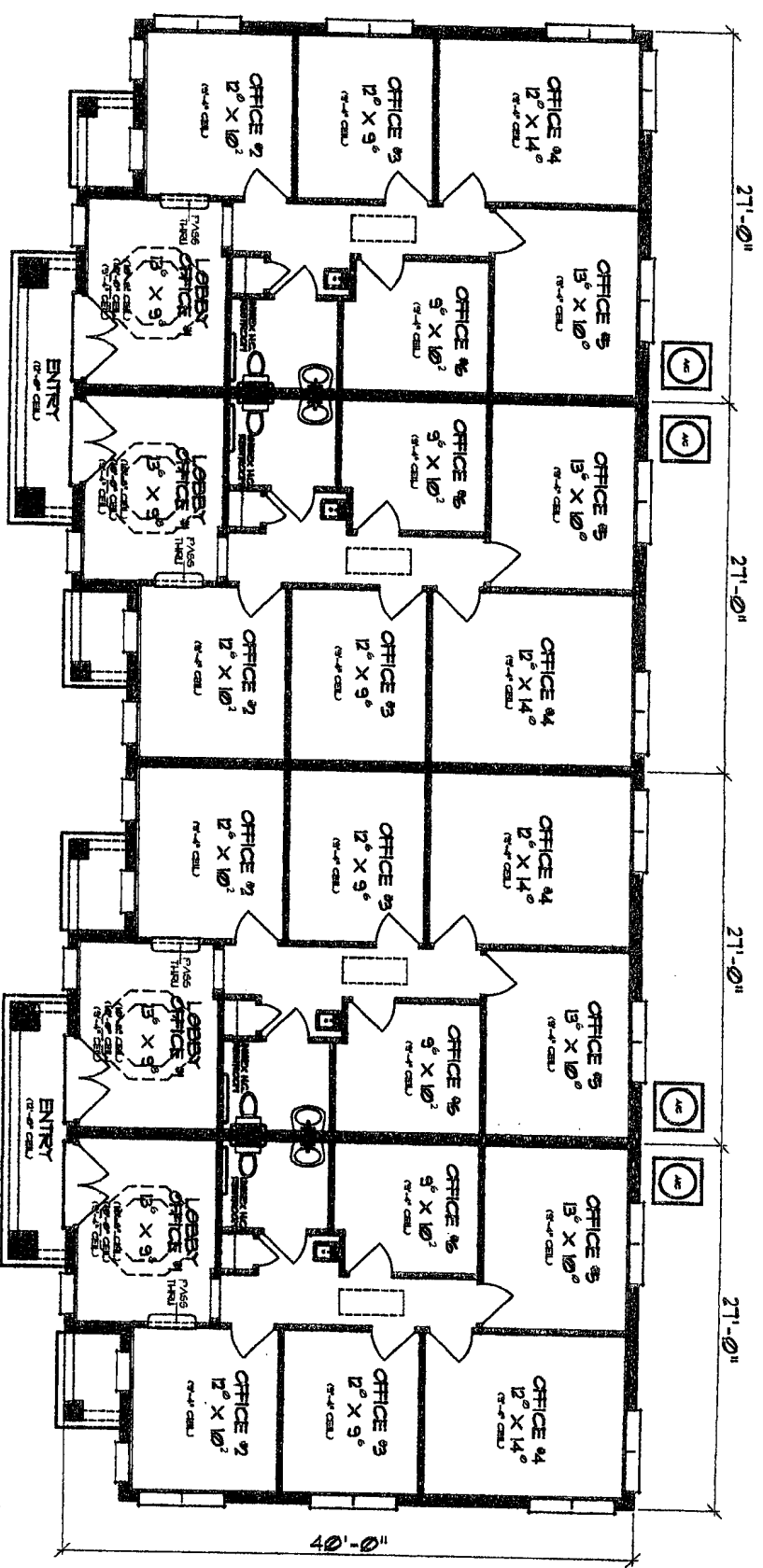


WPP, LLC

SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1031
TOTL	64
TOTL COVERED	1035

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

WESTPONTE PLAZA CONDOMINIUM FLOORPLAN 4



Unit #2001-2004

EXHIBIT "B"
Sheet 2, Page 2

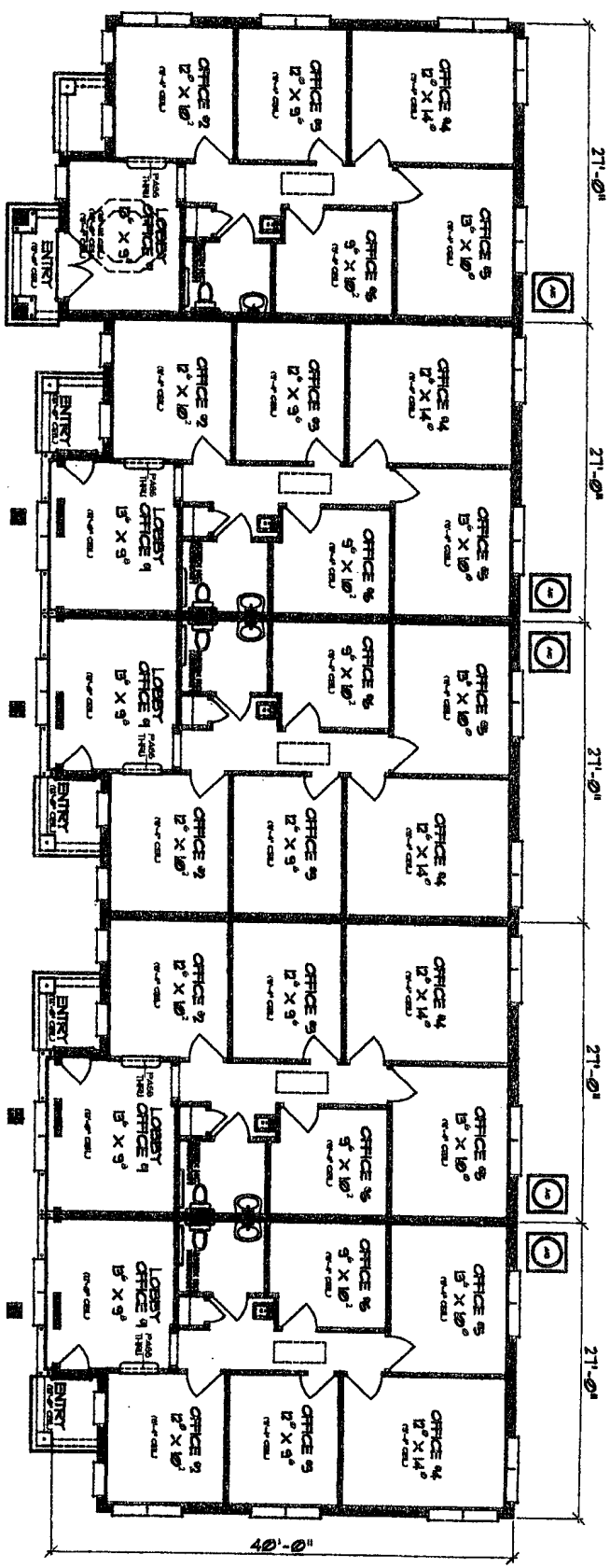


MPP, LLC

SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTIST'S CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" FLOORPLAN 5



Unit "1601-1605" & "1701-1705"

EXHIBIT "B"
Sheet 2, Page 3

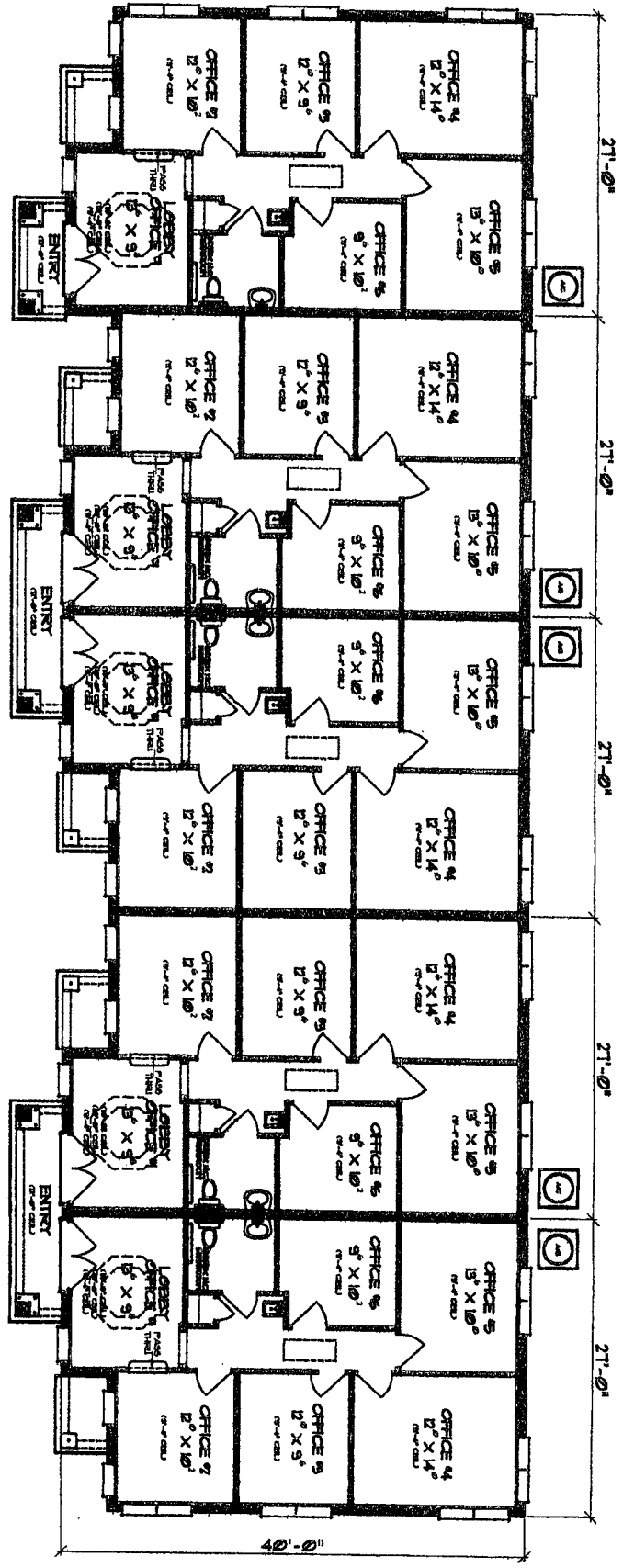


WPP, LLC

SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

WESTPOINTE PLAZA CONDOMINIUM FLOORPLAN 5



Unit "1501-1505" & "1801-1805"

EXHIBIT "B"
Sheet 2
Page 4

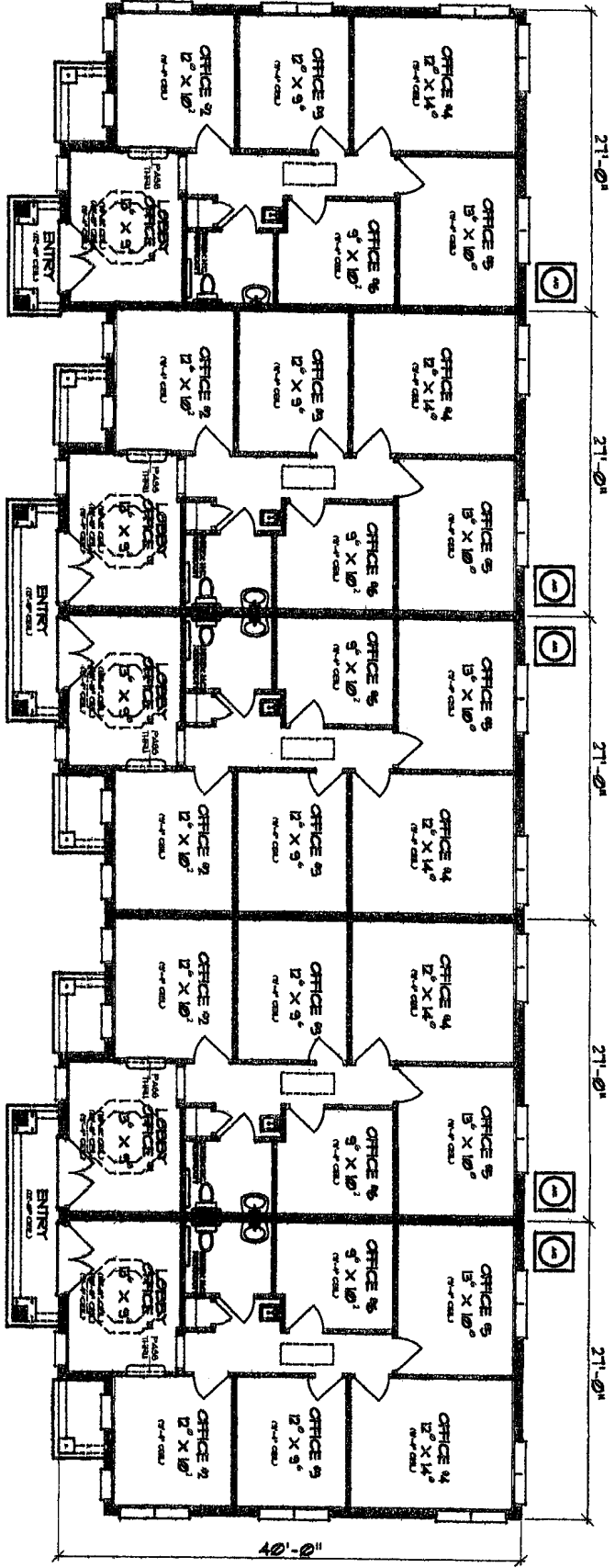


WBP, LLC

SQ FTG. TABULATION EACH UNIT	
CONDITIONED	1031
ENTRY	64
TOTAL COVERED	1095

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FEETAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" FLOORPLAN 5



Unit "1401-1405" & "1901-1905"

EXHIBIT "B"
Sheet 2
Page 5

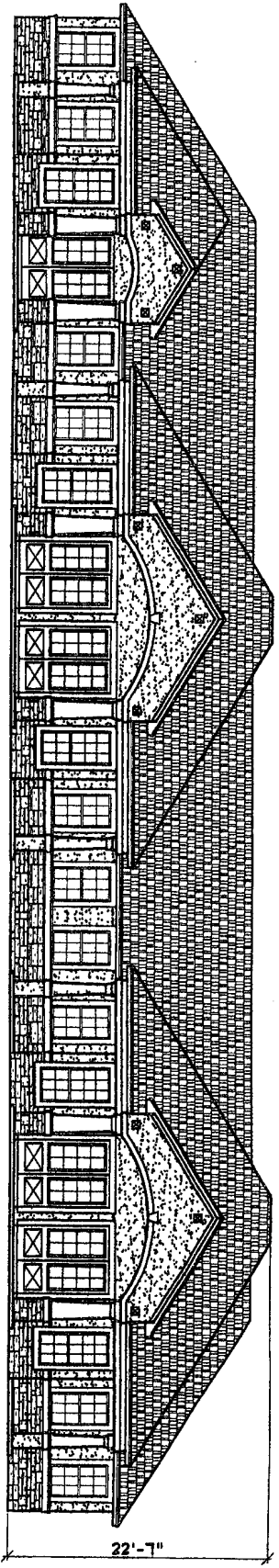


WPP, LLC

SQ. FTG. TABULATION EACH UNIT	
CONDITIONED	631
ENTRY	64
TOTAL COVERED	695

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "1401-1405" & "1901-1905"



Front Elevation "5C"

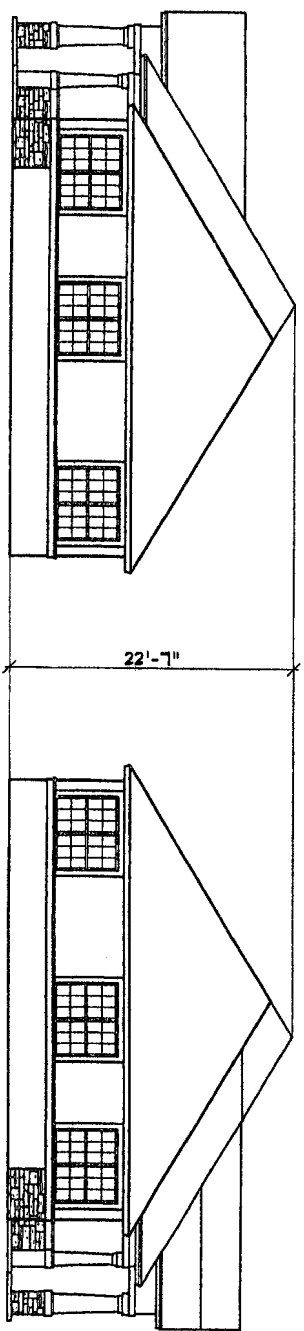


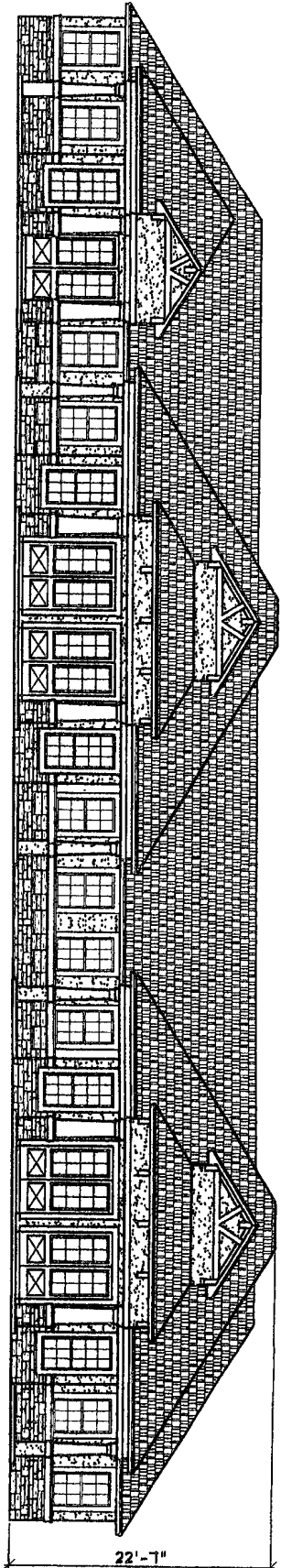
EXHIBIT "B"
Sheet 3, Page 1

WPP, LLC

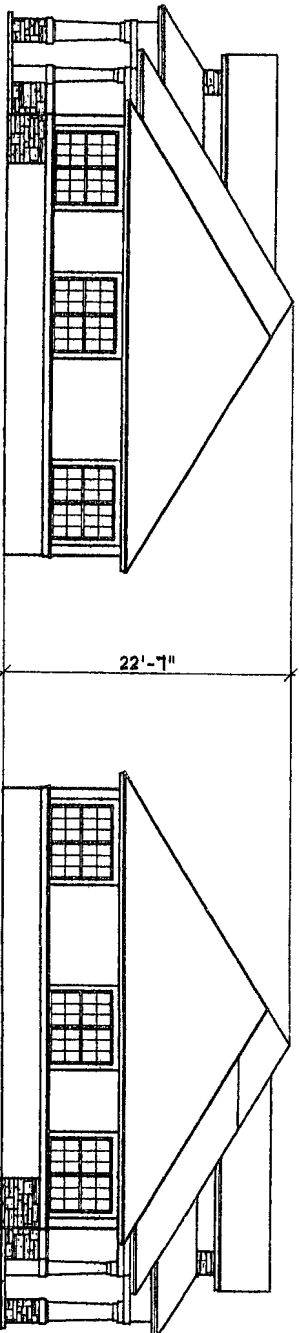


ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "1501-1505" & "1801-1805"



Front Elevation "5A"



Right Elevation

Left Elevation

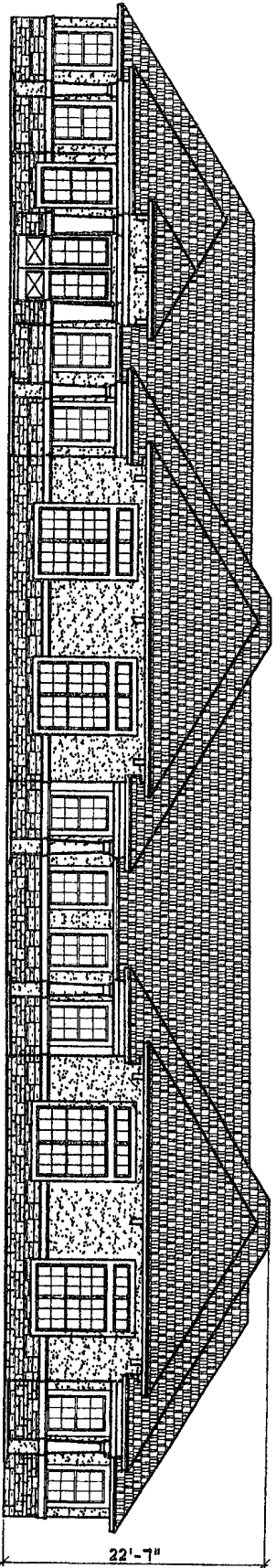


WPP, LLC

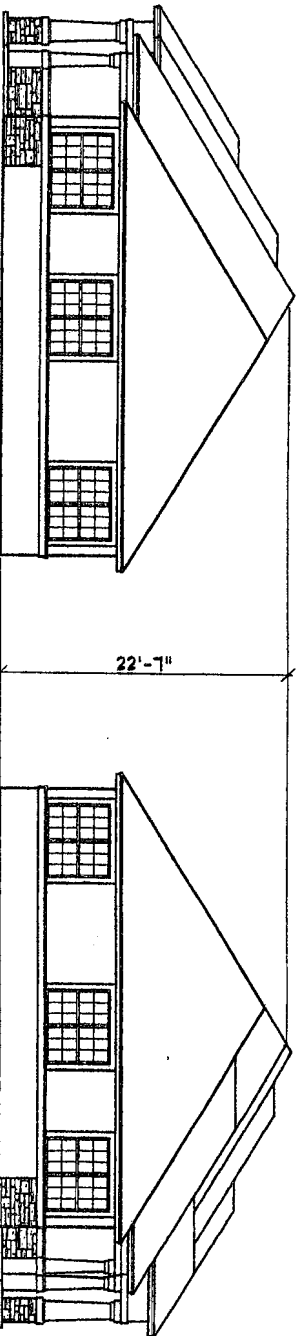
EXHIBIT "B"
Sheet 3, Page 2

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "1601-1605" & "1701-1705"



Front Elevation "SE"



Right Elevation

Left Elevation

EXHIBIT "B"
Sheet 3, Page 3

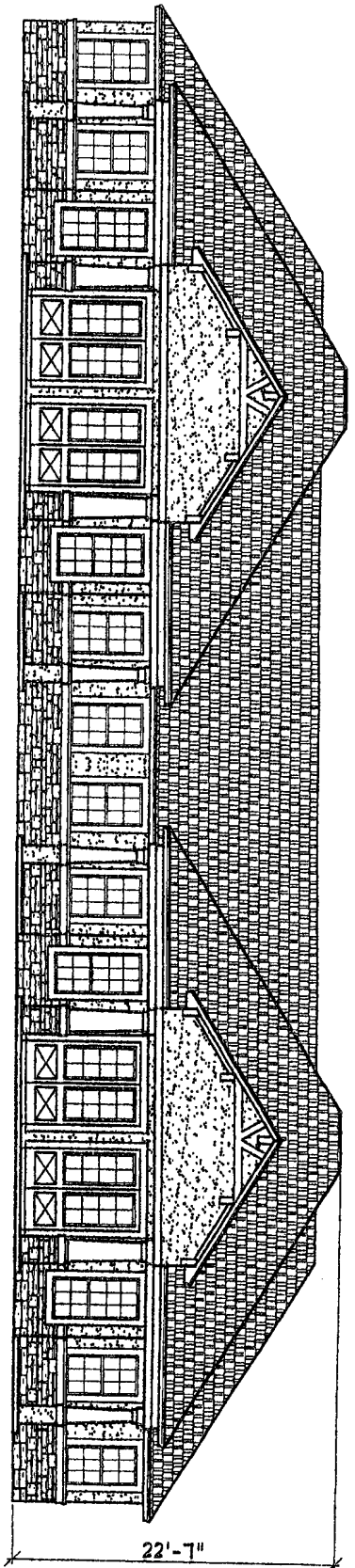


WPP, LLC

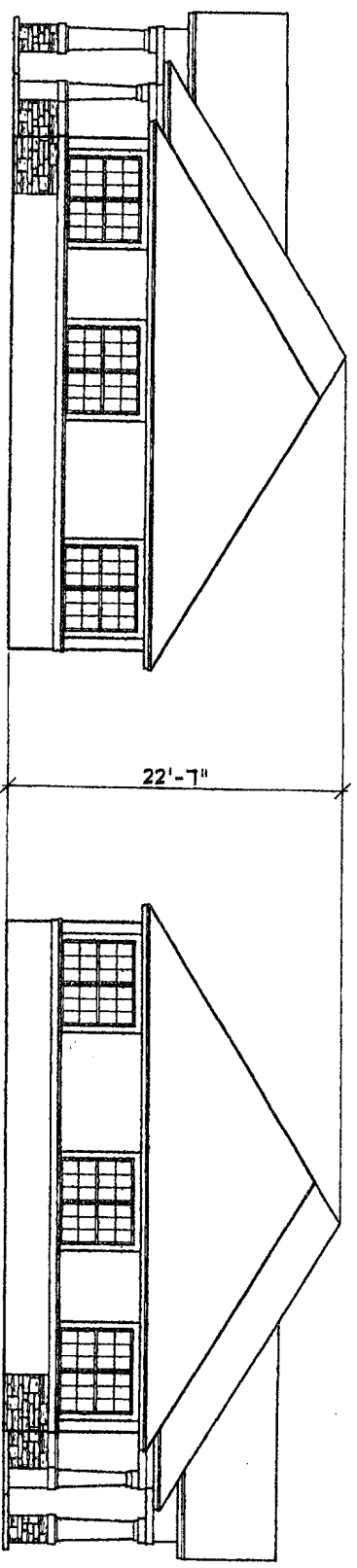
ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM"

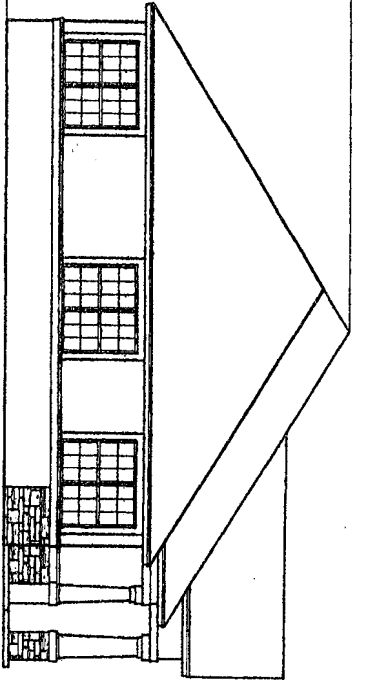
Unit "20001-20004"



Front Elevation "4D"



Right Elevation



Left Elevation

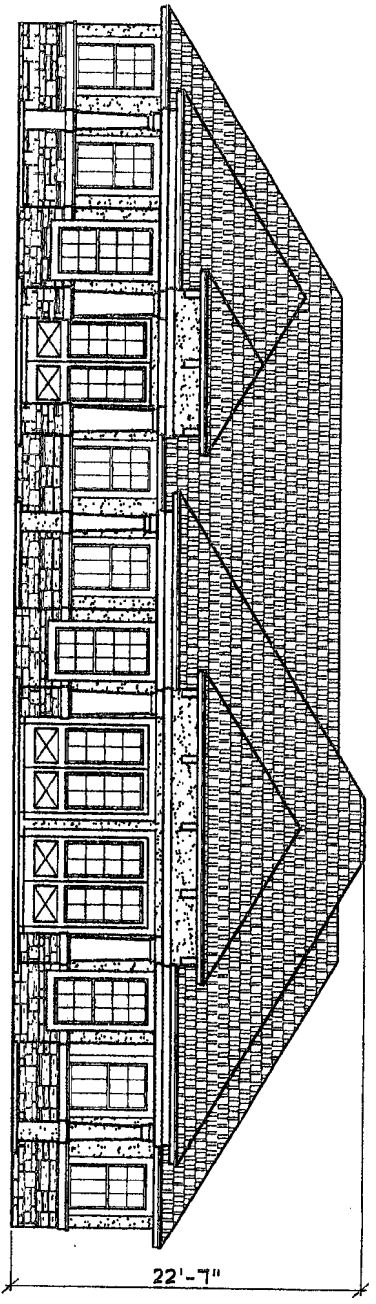


WPP, LLC

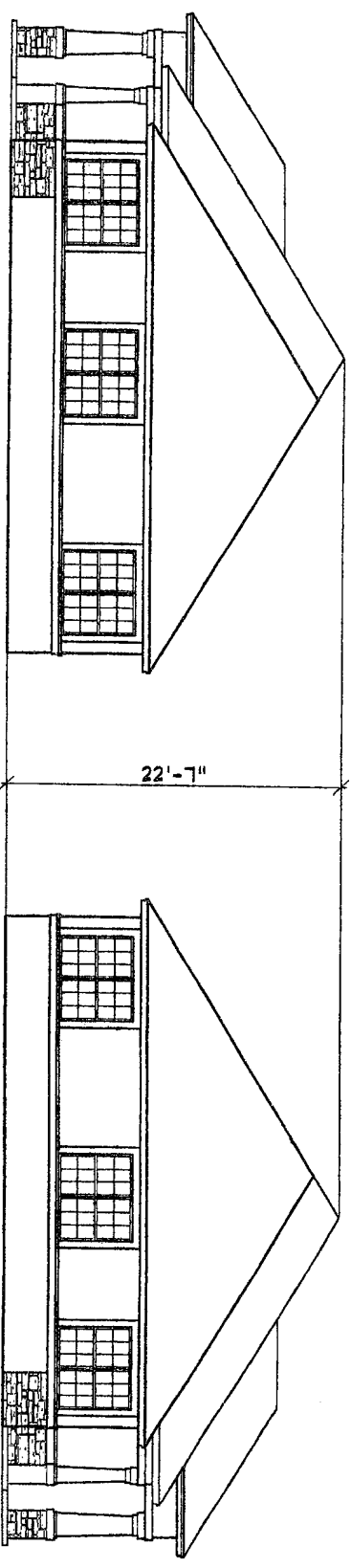
EXHIBIT "B"
Sheet 3, Page 4

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.

"WESTPOINTE PLAZA CONDOMINIUM" Unit "2101-2103"



Front Elevation "3B"



Right Elevation

Left Elevation



WPP, LLC

EXHIBIT "B"
Sheet 3, Page 5

ALL FLOOR PLANS & EXTERIOR RENDERINGS ARE ARTISTS' CONCEPTION ONLY AND MAY NOT REPRESENT THE FINISHED APPEARANCE OF THE OFFICE COMPLEX AS PURCHASED. FLOORPLANS, EXTERIOR FINISHES AND MATERIALS, STANDARD FEATURES AND SQUARE FOOTAGE MAY VARY. THE BUILDER RESERVES THE RIGHT TO MODIFY ALL PLANS AND SPECIFICATIONS WITHOUT NOTIFICATION OR OBLIGATION.



I certify the attached is a true and correct copy of the Articles of Incorporation of WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on September 26, 2005, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H05000228233. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is N05000009951.

Authentication Code: 205A00058909-092705-N05000009951-1/1

EXHIBIT "C"

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-seventh day of September, 2005



Glenda E. Hood
 Glenda E. Hood
 Secretary of State

#05000228233-3

**ARTICLES OF INCORPORATION
OF
WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC.**

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation, not-for-profit under the laws of the State of Florida, pursuant to Florida Statutes Chapter 617, and hereby certify as follows:

ARTICLE I

NAME

The name of this corporation shall be WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC., whose principal office and mailing address are located at 12412 San Jose Boulevard, Suite 104, Jacksonville, Florida 32223. The registered office address and principal office address are the same.

ARTICLE II

PURPOSE

The general purpose of this corporation not-for-profit shall be as set forth below:

To be the "Association" (as defined in The Condominium Act of the State of Florida, Florida Statutes Chapter 718, for the operation of the condominium known as Westpointe Plaza Condominium, at Palm Coast, Florida, to be created pursuant to the provisions of The Condominium Act, and as such Association, to operate and administer said Condominium and to carry out the functions and duties of said Condominium and its phases.

The Condominium was created under the Declaration of Condominium for Westpointe Plaza Condominium ("Declaration"). All capitalized terms used in these Articles of Incorporation shall have the meanings given the terms in the Declaration.

ARTICLE III

MEMBERS

Section 1. All persons who are Owners of Condominium Units within said Condominium shall automatically be members of this corporation. Such membership shall automatically terminate when such persons is no longer an Owner of a Condominium Unit. Membership in the corporation shall be limited to such Condominium Unit Owners.

Section 2. Subject to the foregoing, admissions to the and termination of membership shall be governed by the Declaration that shall be recorded for said

#05000228233-3

Sep 26 2005 11:56AM

No. 7876 P. 2
H05000228233-3

Condominium among the Public Records of Flagler County, Florida.

Section 3. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the members' Unit.

Section 4. Meeting of the members shall be held once a year on a date fixed by the Board of Directors. Special members meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called upon receipt by the President of a written request from fifty percent (50%) of the members of the Association, unless a different percentage is required by law.

ARTICLE IV

EXISTENCE

The term of the Association shall be the life of the Condominium. The Association shall be terminated by the termination of the Condominium, in accordance with the Declaration.

ARTICLE V

INCORPORATORS

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

<u>Name</u>	<u>Address</u>
Michael Braniff	12412 San Jose Boulevard, Suite 104 Jacksonville, Florida 32223
Escalon J. Gaiennie	503 Sherwood Road Shreveport, Louisiana 71106

ARTICLE VI

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be managed and governed by a Board of Directors composed of not less than two (2) nor more than the number specified in the By-Laws. The Directors, shall be appointed or elected as specified in the By-Laws. Directors shall have terms of one year or until their successors shall be appointed or elected and shall qualify. Provisions for the appointment, election, removal, disqualification and resignation of Directors, to the extent not established by the Declaration, shall be

H05000228233-3

W05000228233-3

established by the By-Laws.

Section 2. The following persons shall constitute the first Board of Directors and shall serve until their successors are appointed or elected, as set forth in the By-Laws:

Michael Braniff	12412 San Jose Boulevard, Suite 104 Jacksonville, Florida 32223
Robert Richmond	12412 San Jose Boulevard, Suite 104 Jacksonville, Florida 32223

ARTICLE VII

OFFICERS

The principal officers of the corporation shall be the President, Vice-President, Secretary and Treasurer who shall serve at the pleasure of the Board of Directors. The Secretary and Treasurer may be combined and the positions may be held by one person.

The names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration and the By-Laws, are as follows:

President	Michael Braniff
Vice President	Escalon J. Gaiennie
Secretary/Treasurer	Robert Richmond

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he or she may be a party, or in which he or she may become involved by reason of their being or having been a director or officer at the time such expenses incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided, that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors has approved such settlement and reimbursement as being in the best interest of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

W05000228233-3

W05000228233_3

ARTICLE IX

BY-LAWS

The By-Laws shall be adopted by the Board of Directors and may be altered, amended or rescinded by not less than two-thirds (2/3) of all the directors, until the first election of a majority of directors by Owners other than the Developer. Thereafter, the By-Laws may be altered, amended or rescinded only by the joint action of (i) two-thirds (2/3) or more of all of the directors and (ii) a majority or greater vote of the members of the Association, at a duly called meeting of the Association.

ARTICLE X

AMENDMENTS

Amendments to these Articles of Incorporation 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 considered.
2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of two-thirds (2/3) of the Board of Directors, and no meeting of the members nor any approval of members need be had.
3. After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association, and after being proposed and approved by one such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than two-thirds (2/3) of all the directors and by not less than a three-fourths (3/4) vote of the members of the Association at a duly called meeting of the Association. Directors and the members not present at the meeting considering the amendment may express their approval in writing ten (10) days after such meeting.
4. An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of Flagler County, Florida.
5. Notwithstanding the foregoing, until such time as the Developer no longer owns twenty percent (20%) or more of all Units these Articles may be amended by the Developer as may be required by any governmental entity or as may be necessary to conform these Articles to any governmental statutes or as may be in the best interests of the Association and the Condominium, as determined by the Developer in its sole discretion.

W05000228233_3

W05000228233_3

ARTICLE XI

POWERS

Section 1. This corporation shall have all the powers as set forth in Florida Statutes Chapter 617 or its successors, together with all the powers set forth in the Condominium Act of the State of Florida and all powers granted to it by the Declaration with exhibits attached thereto, including without limitation the following powers.

- a. To adopt a budget and make and collect assessments against members to defray the costs of the Condominium.
- b. To use the proceeds of assessments in the exercise of its powers and duties.
- c. To maintain, manage, repair, replace and operate the Condominium Property.
- d. To reconstruct improvements after casualty and construct further improvements to the Condominium Property.
- e. To promulgate and amend the Condominium Rules and Regulations and Floating Use Rules and Regulations respecting the use of Condominium Property.
- f. To enforce by legal means the provisions of the various Condominium Documents, including, without limitation, these Articles, the By-Laws of the Association, the Condominium Rules and Regulations.
- g. To contract for the management of the Condominium and to delegate to such contractor all powers and duties of the Association, except such as are specifically required by the various Condominium Documents to have approval of the Board of Directors or the members of the Association.
- h. To maintain, manage, repair, replace and operate the property of the single condominium resulting from a merger of this Condominium with another independent and separate condominium pursuant to the merger provisions of the Declaration.

Section 2. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

Section 3. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

W05000228233_3

H05000228233-3

ARTICLE XII

STOCK

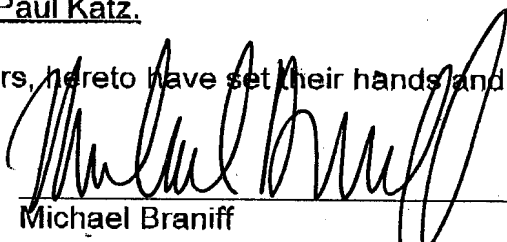
This corporation shall not issue shares of stock and no dividend and no part of the income of the corporation shall be distributed to its members, directors or officers. Excess receipts over disbursements, if any, shall be applied against future expenses and reserves as appropriate. The corporation may compensate in a reasonable manner its members, directors or officers for services rendered, may confer benefits upon its members in conformity with its general purposes and upon dissolution or final liquidation may make distribution to its members as is permitted by the Court having jurisdiction thereof and no payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

ARTICLE XIII

REGISTERED AGENT

The street address of the initial registered office of this corporation is Atrium Suite 1 Florida Park Drive South, Palm Coast, Florida and the name of the initial registered agent of this corporation at that address is B. Paul Katz.

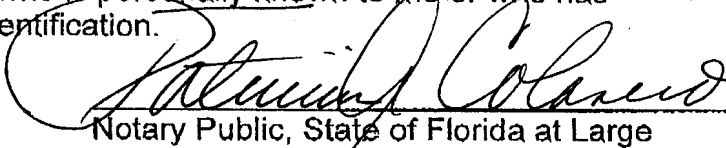
IN WITNESS WHEREOF, the subscribers, hereto have set their hands and seals this 23 day of Aug, 2005.

 {Seal}
Michael Braniff

 {Seal}
Escalof, J., Gaienne

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 23 day of Aug, 2005, by Michael Braniff, who is personally known to me or who has produced _____ as identification.


Notary Public, State of Florida at Large

(Seal)



Patricia A. Colanero
Commission # DD360711
Expires December 6, 2008
Bonded Troy Pain - Insurance, Inc. 800-288-7019

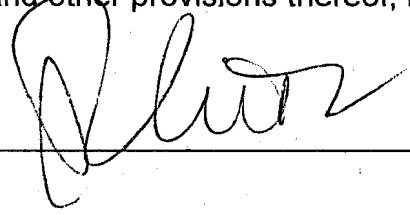
Print Name: Patricia A. Colanero
My Commission Expires: 12/06/2008

H05000228233-3

05000220233

ACCEPTANCE BY REGISTERED AGENT

THE UNDERSIGNED, having been named to accept service of process for the above stated corporation, at the place designated in the foregoing Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 48.091, Florida Statutes, and other provisions thereof, relative to keeping open said office.



05000220233-3

EXHIBIT "D"

BY-LAWS
OF
WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC.
A CORPORATION NOT FOR PROFIT
UNDER THE LAWS OF THE STATE OF FLORIDA

1. Identity: These are the By-Laws of WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC., hereinafter called "Association", a Corporation not for profit under the laws of the State of Florida, organized to provide an entity pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter "Condominium Act,; for the purposes and with the power described herein.

1.1 Office: The principal office of the Association shall be at 12412 San Jose Boulevard, Suite 104, Jacksonville, Florida 32223, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

2. Members:

2.1 The Members of the Association shall consist of all Unit Owners of Condominium Unit in the Condominium. No person holding any lien, mortgage or other encumbrance upon any Condominium Unit shall by virtue of such lien, mortgage or other encumbrance be a Member of the Association, except if such person acquires record title to a Condominium Unit pursuant to foreclosure or any proceeding in lieu of foreclosure, in which cases such person shall be a Member upon acquisition of record title to a Condominium Unit.

2.2 Membership shall be acquired by the recording, in the Public Records of Flagler County, Florida, of a deed or other instrument establishing record title to a Condominium Unit in the Condominium, the owner designated by such deed or other instrument thus becoming a Member of the Association, and the membership of the prior owner being thereby terminated, provided, however, that any person who owns more than one Condominium Unit shall remain a member of the Association so long as record title is retained to any Condominium Unit.

2.3 The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Condominium Unit.

3. Members' Meetings: The annual meeting of Members shall be held at the office of the Association at 7:00 p.m. on the first Monday of March 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 legal holiday.

3.2 Special Meeting: Special meetings of the Members shall be held whenever called by a majority of the Board of Directors, and must be called by the Board of Directors upon receipt of a written request from a majority of the Members entitled to vote at an Association Meeting, except as otherwise provided in the Declaration, the Articles of Incorporation and these By-Laws for Special Meetings to consider amendments, and except as otherwise provided in the Condominium Act.

3.3 Notice: Notice of all Members' Meetings stating the time and place and the object for which the Meeting is called shall be given by the Secretary unless

waived in writing. Such notice shall be given in writing to each Member at his address as it appears on the books of the Association and shall be mailed by regular mail, not less than twenty nor more than thirty-five days prior to the date of the Meeting. The post office certificate of mailing shall be retained as proof of such mailing. Notice of meetings shall be posted conspicuously on the Condominium Property not less than fourteen day in advance of such Meeting.

3.4 Quorum: A quorum at Members' Meetings shall consist of a majority of the Members entitled to vote. The acts approved by a majority of those 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 Condominium Act, the Declaration, the Articles of Incorporation or the Association, or these By-laws.

3.5 Voting:

- (a) There shall be one vote for each Condominium Unit.
- (b) If a Condominium Unit is owned by one Member he shall cast the vote of the Condominium Unit. If any Condominium Unit is owned by more than one Member, the Member entitled to cast the vote for the Condominium Unit shall be designated by a certificate signed by all of the Unit Owners of the condominium Unit, which certificate shall be filed with the Secretary of the Association. If a Condominium Unit is owned by a Member which is a corporation, the party entitled to cast the vote for the Condominium Unit 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 superceded by a subsequent certificate or until a change in the ownership of the

Condominium Unit concerned. A certificate designating the Member entitled to cast the vote of a Condominium Unit may be revoked by any Unit Owner of the Condominium Unit. If such certificate is not on file and a dispute arises as to who is authorized to exercise such vote, the vote of such Members shall not be considered in determining the requirements 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 Member 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. In no event shall any proxy be valid for a period longer than 90 days after the date of the first Meeting for which it was given. Pursuant to Florida Statutes 718.112(2)(b) 2, every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

3.7 Adjourned Meetings: If any Meeting of the 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 Order of Business: The order of business at Annual Members' Meeting and as far as practical at other Members' Meeting shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of Notice of Meeting or Waiver of Notice.
- (c) Reading and dispersal of any unapproved Minutes.
- (d) Reports of Officers.
- (e) Reports of Committees.

- (f) Appointment of Inspectors or election.
- (g) Election of Directors.
- (h) Unfinished Business.
- (i) New business.
- (j) Adjournment.

3.9 Minutes: Minutes of all meetings of members shall be kept in a businesslike manner and shall be available for inspection by Members or their authorized representatives and by Board Members at all reasonable times. The Association shall retain these Minutes for a period of not less than seven years.

4. Directors:

4.1 Membership: Except of the initial Board of Directors, as provided in the Articles of Incorporation of the Association, all Members of the Board of Directors shall be Members of the Association.

4.2 Election of Directors: Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the Annual Meeting of the Members, except as otherwise provided below.

(b) The nomination of candidates to the Board of Directors shall be made by the Nominating Committee appointed by the President prior to the Annual Meeting.

(c) The election shall be by ballot. All Members of the Board of Directors shall be elected by a plurality of the votes cast at the Annual Meeting of Members. In the election of Directors, each Member shall have as many votes for the

Directors as there are Directors to be elected, provided, however, that no Member may cast more than one vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

(d) Except as to vacancies created by removal of Directors by Members pursuant to the Condominium Act, vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled at a Meeting of the Board of Directors by the affirmative vote of a majority of the remaining Directors, though less than a quorum of the Board of Directors. Any director elected to fill a vacancy shall serve until the expiration of the term of the Director whose position he was elected to fill.

(e) Subject to the provisions of Florida Statute 718.310, any Member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A Special Meeting of the Unit Owners to recall a Member of Members of the Board of Directors may be called by ten percent of the Unit Owners giving notice of the Meeting as required for a Meeting of Unit Owners, and the notice shall state the purpose of the Meeting.

4.3 Transfer of Control: The first election of Directors by Members of the Association shall be at a Special Meeting of the Members to be held within sixty days after the date and first deed to a purchase of a Condominium Unit is recorded in the Public Records of Flagler County, Florida. At such a meeting, the Members shall be entitled to elect all Members of the Board of Directors of the Association, unless there is more than one unsold unit. The Association shall call and give no less than thirty days' nor more than forty days' notice of such Meeting. The procedure for the election of Directors at such Meeting shall be the same as the procedure for election of Directors at the Annual Meeting.

4.4 Term: Except for the initial Board of Directors, as provided in the Articles of Incorporation of the Association, the term of each Director's service shall extend until the next Annual Meeting of the Members.

4.5 Organization Meeting: The Organization Meeting of a newly-elected Board of Directors shall be held within ten days of their election at such place and time as shall be fixed by the Directors at the Meeting at which they were elected.

4.6 Regular Meetings: 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.

4.7 Special Meetings: Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of a majority 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.

4.8 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.

4.9 Quorum: At Directors' Meetings a quorum 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 Condominium Act, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

4.10 Adjourned Meetings: If at any Meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the Meeting from time to time. No further notice need be given of an adjourned Meeting.

4.11 Presiding Officer: The presiding Officer of the Directors' Meetings shall be the President of the Association. In the absence of the President, the Directors present shall designate one of their Members to preside.

4.12 Directors' Fees: Directors shall serve without compensation.

4.13 Minutes: Minutes of all Meetings of Directors shall be kept in a businesslike manner and shall be available for inspection by Members or their authorized representatives and by Board Members at all reasonable times. The Association shall retain these Minutes for a period of not less than seven years.

4.14 Open Meetings: Meetings of the Board of Directors shall be open to all Member and Notice of Meetings shall be posted conspicuously on the Condominium Property at forty-eight hours in advance of the Meeting, except in an emergency.

5. Powers and Duties of the Board of Directors: The powers and duties of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation of the Association and these By-Laws shall be exercised by the Board of Directors, its agents, contractors or employees, subject only to approval by Members where such approval is specifically required.

6. Officers:

6.1 Officers and Election: The Officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary, all of which shall be elected annually by the Board of Directors at the Organization Meeting, except for the inial officers,

who shall serve as provided in the Articles of Incorporation of the Association. There may also be such Assistant Secretaries and Assistant Treasurers as the Board of Directors may from time to time determine. Any person may hold two or more offices except that the same person shall not hold the office of President or Vice President, nor shall the President or a Vice President also be a Secretary or an Assistant Secretary. Any Officer may be removed peremptorily by a vote of a majority of the Directors present at any duly constituted Meeting.

6.2 President: 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 the President of a corporation, including but not limited to the power to appoint committees from among the Members from time to time, as he, in his sole discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

6.3 Vice-President: The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

6.4 Treasurer: 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 a Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent, and shall otherwise assist the Treasurer.

6.5 Secretary: The Secretary shall keep the Minutes of all proceedings of the Directors and Members. He shall attend to the giving and serving of notice to the Members and Directors and other notice 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 a corporation as may be required by the Directors or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent, and shall otherwise assist the Secretary.

6.6 Compensation. The compensation, if any, of all Officers of the Association shall be fixed by the Board of Directors, provided, however, that the initial officers, as provided in the Articles of Incorporation of the Association shall serve without compensation. Nothing herein shall be construed so as to prohibit or prevent the Board of Directors from employing any Director or Officer as an employee of the Association at such compensation as the Board of Directors shall determine, nor shall anything herein be construed so as to preclude the Board of Directors from contracting with a Director or Officer or with any corporation in which a Director or Officer of the Association may be a Stockholder, Officer, Director or employee, for services related to the operation of the Condominium or the Association, for such compensation as shall be mutually agreed between the Board of Directors and such Officer or Director.

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

7.1 Budget:

(a) Adoption of Budget by Board of Directors: The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds, including a reasonable allowance for contingencies, required to defray the common expenses, and which shall include estimated funds for capital replacements. The funds allocated for capital replacements shall be collected and maintained as a special fund for capital replacements. The amounts collected and allocated to the special fund for capital replacements from time to time shall be maintained in a separate account by the Association although nothing contained herein shall limit the Association from applying any monies in such special fund for capital replacements to meet other needs or requirements of the Association. Amounts collected for the special fund for capital replacements shall be maintained in a bank account separate and apart from other Association funds and shall be considered contributions to Association capital by Members.

(1) Notice of Meeting: A copy of the proposed annual budget shall be mailed to each Unit Owner not less than thirty days prior to the meeting at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting.

(b) Adoption of Budget by Unit Owners: If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any year exceeding one hundred and fifteen percent of such assessments for the preceding year, as herein defined, upon written application of ten percent of the Unit Owners, the Board of Directors shall call a special meeting of Unit Owners within thirty days, upon not less than ten days' written notice to each Unit Owner. At such meeting, the Unit Owners shall

consider a budget which, to be adopted, shall require a vote of not less than a majority vote of all Unit Owners. In determining whether assessments exceed one hundred fifteen percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessment for betterments to the Condominium Property shall be excluded from the computation.

7.2 Assessments: Assessments against the Unit Owners for their share of budgeted Common Expenses shall be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in equal installments, payable on the first day of each month of the year for which the assessments are made. 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. Unpaid assessments for the remaining portion of the calendar year for which an amended assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended assessments, each such monthly installment to be paid on the first day of the month, commencing the first day of the next ensuing month. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency. Any

surplus remaining from the prior year assessment shall be used to reduce the assessment for the forth-coming year.

7.3 Depository: The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board of Directors. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The association shall maintain at least two bank accounts, the annual operating account and the special fund for capital replacements account.

7.4 Fidelity bonds: Fidelity bonds shall be required by the Board of Directors for all persons who control or disburse Association funds, in such amount as shall be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

7.5 Fiscal year: The fiscal year of the association shall be the calendar year provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems advisable.

7.6 Audit: An audit of the accounts of the Association shall be made annually by the Certified Public Accountant, and a copy thereof shall be furnished to each member of the Association entitled to vote within thirty days after its receipt by the Board of Directors.

7.7 Books: The Association shall maintain an assessment role in a set of accounting books in which there shall be account for each member. Each account shall designate the name and address of the member, the date and amounts in which

assessments become due, the amounts paid upon the account and the balance due upon assessments.

8. Parliamentary Rules: Roberts' Rules of Order (latest edition) shall govern the conduct of Association Meetings when not in conflict with the Condominium Act, the Declaration, the Articles of Incorporation of the Association or these By-Laws.

9. Amendments: Except as otherwise provided in this paragraph 9, Amendments to these By-Laws shall be proposed and adopted in the following manner:

9.1 Notice: 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.

9.2 Resolution: A resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors of the Association or by the Members of the Association entitled to a vote at an Association Meeting. Such Members may propose such an Amendment by instrument in writing directed to the President or Secretary of the Association signed by a majority of such Members. Amendments may be proposed by the Board of Directors at any Regular or Special Meeting thereof. Upon an Amendment being proposed as herein provided, the Secretary of the Association shall call a Special Meeting of the Members of the Association to be held not sooner than twenty days not later than sixty days thereafter for the purpose of considering such Amendment. Such Amendment must be approved by the affirmative vote of three-fourths of a total number of Association Members entitled to vote.

9.3 Amendments Prior to Transfer or Control of The Association:
Notwithstanding the provisions of paragraph 9.2 hereof, until the first election of the

Members of the Board of Directors by Unit Owners, as provided in the Articles of Incorporation of the Association and these By-Laws, proposal of an Amendment and approval thereof shall require only the affirmative vote of all of the Directors at any Regular or Special Meeting thereof.

9.4 Execution and Recording: Each Amendment shall be executed by the President of the Association and certified by the Secretary and, to be effective, it and an Amendment to the Declaration shall be recorded in the Public Records of Flagler County, Florida.

9.5 No By-law shall be revised or amended by reference to its title or number only. Proposal to amend existing By-laws shall contain the full text of the By-laws to be amended; new words shall be inserted to the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed Amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed Amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law... for present text." Nonmaterial errors or omissions in the By-Laws process shall not invalidate an otherwise properly promulgated amendment.

10. Conflicts: In the case of any conflicts between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

11. Lender's Notices: Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor, and the Unit number or address, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage.

(b) Any sixty day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;

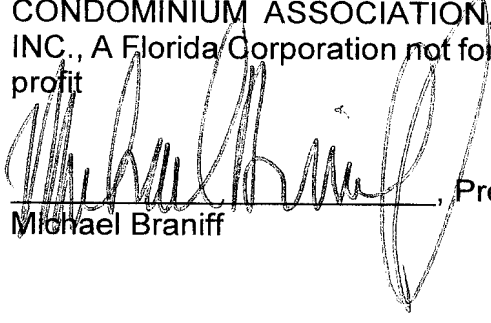
(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

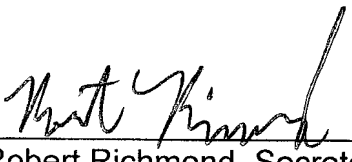
(d) Any proposed action that requires the consent of a specified percentage of mortgage holder.

In addition, the Association is required to make available to Unit Owners and lenders, and to holder, insurers, and guarantors of any first mortgages, current copies of the Declaration, Articles and By-Laws, other rules governing the Condominium and the books, records, and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

THIS IS TO CERTIFY that the foregoing were duly adopted as the By-Laws of WESTPOINTE PLAZA CONDOMINIUM MANAGEMENT ASSOCIATION, INC., a Florida corporation not for profit, at the first Meeting of the Board of Directors held on Nov. 9, 2005.

WESTPOINTE PLAZA
CONDOMINIUM ASSOCIATION,
INC., A Florida Corporation not for
profit

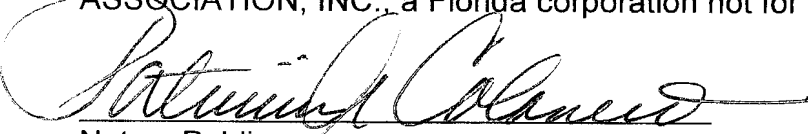

_____, President
Michael Braniff

ATTEST: 

Robert Richmond, Secretary

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9 day of Nov, 2005, by MICHAEL BRANIFF and ROBERT RICHMOND President and Secretary, respectively of WESTPOINTE PLAZA CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation.



Notary Public
State of Florida at Large

My Commission Expires:

 **Patricia A. Colanero**
Commission # DD360711
Expires December 6, 2008
Bonded Troy Pain - Insurance, Inc. 800-398-7019

EXHIBIT "E"**OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS
VOTING RIGHTS (VOTING INTERESTS)**

<u>Phase</u>	<u>No. of Units No. of Votes</u>	<u>Proportion of Common Elements, Common Expenses and Common Surplus</u>
1	61	1/61
2	37	1/98
1 & 2 (complete)	98	1/98

NOTES:

- (1) The number of votes (voting interests) is determined by the number of Units. There is one vote for each Unit owned.