EXHIBIT C

ARTICLES OF INCORPORATION
OF
THE HAILE PLANTATION WEST ASSOCIATION, INC.

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statues, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be **THE HAILE PLANTATION WEST ASSOCIATION, INC.** For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II

DURATION

The Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

The following words shall have the definitions set forth below for purposes of these Articles:

3.1 **"Additional Property"** shall mean and refer to those real properties, together with any improvements thereon, other than the Phase One Property, which are made subject to the Master Declaration under the provisions of Article II thereof.

3.2 **"Area of Common Responsibility"** shall mean and refer to any lands and improvements, other than Common Property and Neighborhood Common Property, which are to be operated, maintained or improved by the Association as the result of (i) specific Responsibility by the Master Declaration or any Supplemental Declaration, which without limitation may include maintenance of the grassed right-of-ways and landscaping along designated main thoroughfares; (ii) a contract between the Association, Neighborhood Association, owner, or developer/builder with respect to any lands and improvements lying in or near the land included in the Development Plan, or (iii) a decision of the Board of Directors of the Association designating lands or improvements as an Area of Common Responsibility. The Declarant hereby designates the following as Areas of Common Responsibility: (i) maintenance, repair, replacement lighting and irrigation of all main entrance features, signs and landscaping located at the entrance to the Phase I Property, Haile Plantation, or any Additional Property; (ii) the maintenance, repair, replacement, lighting and irrigation of all landscaping, signs and other entry features located on the shoulders and medians of all portions of S.W. 91st Street and S.W. 44th

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Avenue included within the subdivision plat of the Phase One Property, plus that portion of 91st Street adjacent to the Phase One Property and dedicated to Alachua County, and (iii) all street lighting in the Phase One Property which is not public street lighting.

3.3 "Association" shall mean and refer to **THE HAILE PLANTATION WEST ASSOCIATION, INC.**, a Florida corporation not for profit or its successors and assigns.

3.4 "Common Expenses" shall mean and refer to the actual and estimated expenses of operating the Association and meeting the costs incurred or to be incurred relative to the performance of the duties of the Association, including without limitation, the costs incurred for operation, maintenance and improvement of any Common Property and any Areas of Common Responsibility, and including any reserves established by the Association, all as may be found to be necessary and appropriate by the Board of Directors of the Association pursuant to the Master Declaration, the By-laws, and these Articles of Incorporation of the Association.

3.5 "Common Property" shall mean and refer to all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association at Common Expense. Common Property also includes, without limitation, any platted parcel which is part of The Properties and which is designated on that plat for maintenance by the Association. **PRIVATE RECREATIONAL AREAS SHALL NOT BE CONSIDERED COMMON PROPERTY.**

3.6 "The Declarant" shall mean and refer to Haile Plantation West, a Florida joint venture, and its successors and assigns. No successor or assignee of the Declarant shall have any rights or obligations of the Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law. Haile Plantation West, a Florida joint venture, shall be the authorized agent of the owner of the Phase One Property and such Additional Property subjected to this Declaration. The Declarant may or may not be the owner of those real properties which are made subject to this Master Declaration. The owner(s) of any real property, at the time of submission of said real property to this Declaration, shall be deemed to designate and authorize Haile Plantation West, a Florida joint Venture, its successors and/or assigns, as authorized agent to exercise all rights and fulfill all duties required by the Declarant or as an owner hereunder.

3.7 "Development Plan" shall mean and refer to the **NON-BINDING, GENERAL SCHEME OF INTENDED USES OF THE LANDS** included in the Haile Plantation Master Development Plan, as approved by the Board of County Commissioners of Alachua County, as amended from time to time, and further described in Section 4 of Article II of the Master Declaration. Nothing in the Development Order or this Declaration shall require the submission of Additional Property to this Declaration.

3.8 "Master Declaration" shall mean and refer to The Haile Plantation West Master Declaration of Covenants, Conditions and Restrictions executed on September 19, 1990, and recorded in the Public Records of Alachua County, Florida and as amended from time to time.

3.9 "Member" shall mean and refer to each Owner who is a Member of the Association as provided in Article VII of the Articles.

3.10 "Owner" shall mean and refer to the record holder whether one or more persons or entities, of fee simple title to each Parcel included in The Properties (other than the Association); but notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceeding or a conveyance in lieu of foreclosure. Every Owner shall be treated for all purposes as a single Owner for each Parcel owned by it, irrespective of whether such ownership is joint, in common or tenancy by the entirety. For the purpose of this definition, the owner of Residential Units in an apartment development shall be the record owner of the apartment building.

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The Owner of Residential Units in a cooperative shall be the cooperative corporation. In the event any life estate is created with respect to any Parcel in The Properties, the Owner of the life estate shall be deemed to be the Owner for purposes of this definition for so long as the life estate shall exist.

3.11 "Parcel" shall mean and refer to each Residential Unit from time to time subject to the terms of the Master Declaration.

3.12 "Party Wall" shall mean and refer to the entire wall, from front to rear, all or a portion of which is used for support, situate or intended to be situated on the boundary line between adjoining, separately-owned improvements.

3.13 "Phase One Property" shall mean and refer to all that certain real property described on Exhibit "A" attached to the Master Declaration.

3.14 "The Properties" shall mean and refer to the Phase One Property, together with such Additional Property as may be annexed thereon from time to time under the provisions of Article II of the Master Declaration, if and when annexed.

3.15 "Residential Unit" shall mean and refer to each separately described portion of The Properties which is intended to be occupied as a single family residence or household, including without limitation each residential lot (together with the residence, if any, constructed thereon), apartment unit, cooperative unit, condominium unit, zero lot line dwelling, attached and detached dwelling, patio home, townhouse and any other form of residential occupancy or ownership now existing or hereafter created. "Residential Unit" shall include in its meaning any interest in real property appurtenant to the ownership of the Residential Unit.

3.16 "Supplemental Declaration" shall mean and refer to any declaration of covenants and restrictions executed by the Declarant, and by the owner of the affected lands if same are not owned by Declarant, which extends the provisions of the Master Declaration to Additional Property.

3.17 "Neighborhood" shall mean and refer to each separate residential area comprised of distinct types and/or densities of Residential Units and specifically designated by the Master Declaration or any Supplemental Declaration as having separate Neighborhood Status. In the absence of a specific designation of separate Neighborhood Status, all property made subject to the Master Declaration shall be considered a part of the same Neighborhood. The Declarant may designate in any Supplemental Declaration annexing property that such property constitutes a separate Neighborhood or Neighborhoods or that it is being added to a then-existing Neighborhood.

3.18 "Neighborhood Assessments" shall mean and refer to assessments from time to time levied by the Association or any Neighborhood Association for Neighborhood Common Expenses when authorized by the Master Declaration, any Supplemental Declaration, or by the Board of Directors of the Association or of any Neighborhood Association. Neighborhood Assessments shall be levied only against the owners of Parcels in the Neighborhood for which the particular Neighborhood Common Expense is to be incurred. Neighborhood Assessments shall be levied uniformly in the affected Neighborhood according to each type of Residential Unit. The size of a Unit may be considered a reasonable basis to discriminate between assessments levied on various units within a Neighborhood.

3.19 "Neighborhood Association" shall mean and refer to any association or similar entity of limited jurisdiction established pursuant to Section 3 of Article V of the Master Declaration in connection with the development of any Neighborhood for the purpose of owning, operating and maintaining Neighborhood Common Property or attending to affairs and levying assessments unique to such Neighborhood and the Residential Units located therein.

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3.20 "Neighborhood Board of Directors" shall mean and refer to the Board of Directors initially appointed by the Declarant and thereafter by the unit owners of a Neighborhood Association and given such duties and powers within a specified Neighborhood as shall be imposed and conferred upon it by any Supplemental Declaration, including without limitation the duty to levy the Neighborhood Assessments to be paid by the Owners in the affected Neighborhood for Neighborhood Common Expense. The composition of the Board of Directors and manner and terms of appointment shall be as specified in the relevant Supplemental Declaration. Each Neighborhood Board of Directors shall at all times be subject to the paramount authority of the Association Board of Directors, but this shall not be construed to give the Association the right in any Neighborhood which is a condominium the responsibility or duty for operation of a condominium project.

3.21 "Neighborhood Common Expense" shall mean and refer to costs incurred by the Association or any Neighborhood Association for services rendered or expense incurred which are not of general benefit but rather primarily for the benefit of and intended to be borne by the Owners of Parcels within a particular Neighborhood. Expenses incurred for the operation, maintenance and improvement of Neighborhood Common Property shall be a Neighborhood Common Expense and reimbursed to the relevant Association through Neighborhood Assessments.

3.22 "Neighborhood Common Property" shall mean and refer to those lands and any improvements thereon which may be designated as Neighborhood Common Property on the recorded plat of any Additional Property or in any Supplemental Declaration, which said lands or facilities are intended to be devoted exclusively to the use and enjoyment of the Owners or Parcels located within a particular Neighborhood. The costs of operation, maintenance and improvement of Neighborhood Common Property shall be borne solely by the Owners entitled to the use and enjoyment thereof. Neighborhood Common Property may be conveyed by the Declarant, or owner of the affected land if not the Declarant, to the Association or to any Neighborhood Association for the purpose of operation, management, maintenance and improvement.

ARTICLE IV

PRINCIPAL OFFICE

The principal office of the Association is located at 9120 S.W. 46th Blvd., Gainesville, Florida 32608.

ARTICLE V

REGISTERED OFFICE AND AGENT

ROBERT R. ROWE whose address is 9120 S.W. 46th Blvd., Gainesville, Florida 32608 is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE ASSOCIATION

The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members, directors or officers. The Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of The Properties and to promote the

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recreation, health, safety and welfare of the Owners. The Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Master Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Master Declaration, and Supplemental Declarations, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the maintenance, administration and improvement of The Properties, Areas of Common Responsibility, Common Property and Neighborhood Common Property within its jurisdiction. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable, in whole or in part, to any Neighborhood Association, developer, management agent, governmental unit, public body, or similar entity. Any instrument effecting such a transfer shall specify the duration thereof and the means of revocation.

ARTICLE VII

MEMBERSHIP

Each Owner, including the Declarant, shall be a Member of the Association. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a Member. The Association membership of each Owner shall be appurtenant to the Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The Association shall have two (2) classes of voting membership:

a. Class "A". Class "A" Members shall be all Owners of Residential Units, with the exception of the Declarant. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

b. Class "B". The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title to and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Master Declaration, the Class "B" Members shall be entitled to 3 votes for each Residential Unit owned by a Class "B" Member, or an aggregate of 156 votes based upon 52 permitted Residential Units. Thereafter, the number of Class "B" votes shall be reduced by one (1) vote for each Class "A" vote from time to time existing in the Association. No parcel shall be entitled to votes until such time as it is annexed by Supplemental Declaration, and at such time it shall be entitled to Class "B" votes in the same manner as provided herein. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

(i) When the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or

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(ii) Four (4) years from the date of recording this Master Declaration, or four (4) years from the date of the last annexation of property, whichever shall occur last.

(iii) When, in its discretion, the Declarant so determines.

From and after the happening of any one of these events, the Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

The Class "B" Members shall cast on all issues their votes as they among themselves determine. It shall be permitted for the Declarant to retain and to cast all Class "B" votes.

8.2 The Declarant Veto Power.

From and after the termination of the Class "B" membership the Declarant shall have a veto power over all actions of the Association and the Board of Directors of the Association. This power shall expire when the Class "A", other than those held by the Declarant, equals ninety percent (90%) of the total membership vote (regardless of class distinction) of the Association, or four (4) years after submission of any Property subject to this Declaration, whichever occurs first.

No action authorized by the Association or the Board of Directors shall become effective, nor shall any action, policy or program be implemented, until and unless:

a. The Declarant shall have been given written notice of each meeting of the Members and of the Board of Directors by certified mail, return receipt requested or by personal delivery, at the address it has registered from time to time with the Secretary of the Association, which notice otherwise complies with the terms of the Bylaws as to regular and special meetings of the Members and Board of Directors, and which notice shall set forth with reasonable particularity the agenda to be followed at said meeting; and

b. The Declarant shall have been given the opportunity at each such meeting, if Declarant so desires, to join in, or to have its representatives or agents join in, discussion of any prospective action, policy, or program to be implemented by the Board or the Association. The Declarant and its representatives or agents may make its concerns and suggestions known to the Members of the Association or of the Board. At such meeting the Declarant shall have, and is hereby granted, a veto power over any such action, policy or program authorized by the Board of Directors, the Association officers, or Association membership, and to be taken by said Board, the officers or agents of the Association, or any individual Member of the Association (if Association or Board approval is necessary for said Member's action). Except as set forth in subsection (c) below, the Declarant veto must be exercised by the Declarant, its representatives, or agents at or before the meeting to consider proposed action. The veto power shall not include the authority to require any affirmative action on behalf of the Board or the Association; and

c. If any action, policy or program is to be implemented by prior consent without the formality of a meeting, then the Declarant shall be provided a written notice and description of the proposed action, policy or program at least ten (10) days in advance of such implementation, and the Declarant shall have ten (10) day after receipt of such notice to exercise its veto.

8.3 Multiple Owners. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Parcel, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Parcel, none of said votes shall be counted and said votes shall be deemed void.

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ARTICLE IX

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3), nor more than nine (9) directors who need not be Members. The initial Board shall be comprised of four (4) people. Anything in these Articles to the contrary notwithstanding, until such time as the Declarant has conveyed to purchasers not affiliated with the Declarant all lands which are subject to potential annexation pursuant to Article II, Section 2, of the Master Declaration, or at such earlier date as may be selected by the Declarant, the Declarant shall be entitled to designate the Board of Directors of the Association. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles are:

Name	Address
Matthew Kaskel	9120 SW 46th Blvd. Gainesville, Florida 32608
Robert B. Kramer	9120 SW 46th Blvd. Gainesville, Florida 32608
Kevin J. Bzoch	9120 SW 46th Blvd. Gainesville, Florida 32608
Robert R. Rowe	9120 SW 46th Blvd. Gainesville, Florida 32608

Once the Declarant relinquishes its right to appoint the Board of Directors, the Members shall elect the directors for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE X

OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

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Office	Name	Address
President	Robert B. Kramer	9120 SW 46th Blvd. Gainesville, FL 32608
Sec./Treasurer	Kevin J. Bzoch	9120 SW 46th Blvd. Gainesville, FL 32608
Vice President	Robert B. Rowe	9120 SW 46th Blvd. GAinesville, FL 32608

ARTICLE XI

INDEMNIFICATION

11.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he is a director or officer at the time such expenses are incurred, regardless of by whom the proceeding was brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by all of the non-interested directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these articles of Incorporation.

11.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE XII

BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

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ARTICLE XIII

ADDITIONAL PROPERTY

Additional Property may be added from time to time to The Properties in accordance with the Master Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the Association to such Additional Property as may be contemplated by the Master Declaration.

The Association and each Member must accept as Members the Owners of all Parcels where the instrument hereafter annexing Additional Property to the jurisdiction of the Association provides that the Owners of the Parcels located therein are intended to be Members of the Association and that the Association is intended to have jurisdiction over them.

ARTICLE XIV

AMENDMENTS

Amendments to these Articles of Incorporation shall be made in the following manner:

14.1 Resolution. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

14.2 Notice. Within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members, written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

14.3 Vote. At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving both the affirmative vote of a majority of the votes of Members of each class entitled to vote thereon as a class and the affirmative vote of a majority of the votes of all Members entitled to vote thereon.
No amendment requiring FHA or VA approval shall become effective until such approval is obtained.

14.4 Multiple Amendments. Any number of amendments may be submitted to the Members and voted upon by them at one meeting.

14.5 Agreement. If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Articles be adopted, then the amendment shall thereby be adopted as though subsections 14.1 through 14.3 had been satisfied.

14.6 Action Without Directors. The Members may amend these Articles without an act of the Directors at a meeting for which notice of the changes to be made is given.

14.7 Limitations. No amendment shall make any changes in the qualifications for Members nor the voting rights of Members without approval in writing by all Members. No amendment shall be made that is in conflict with the Master Declaration. So long as the Declarant shall own any lands within the Development Plan which are subject to potential annexation, no Declarant related amendment shall be made to the Master Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such

amendment is first approved in writing by the Declarant. Any amendment shall be deemed to be Declarant related if it does any of the following:

a. Directly or indirectly by its provisions or in practical application relates to the Declarant in a manner different from the manner in which it relates to other Owners;

b. Modifies the definitions provided for by Article I of the Master Declaration in a manner which alters the Declarant's rights or status;

c. Modifies or repeals any provision of Article II of the Master Declaration;

d. Alters the character and rights or membership as provided for by Article III of the Master Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;

e. Alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivision, public authorities or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements or facilities;

f. Denies the right of the Declarant to convey to the Association Common Property or Neighborhood Common Property;

g. Modifies the basis or manner of assessment as applicable to the Declarant or any lands owned by the Declarant;

h. Alters or repeals any of the Declarant's rights or any provision applicable to the Declarant's right as provided for by any such provision of the Master Declaration or any Supplemental Declaration.

14.8 **Filing.** A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Alachua County, Florida.

ARTICLE XV

SUBSCRIBERS

The name and address of the Subscribers to these Articles of Incorporation are as follows:

Name	Address
Robert B.Rowe	9120 SW 46th Blvd. Gainesville, FL 32608
Robert B. Kramer	9120 SW 46th Blvd. Gainesville, FL 32608

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ARTICLE XVI

NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned Subscribers have caused these presents to be executed as of the 19 day of September, 1990.

Signed, sealed and delivered
in the presence of:

Linda Wilkinson

Robert R. Rowe
ROBERT R. ROWE

Janis M Walker

ROBERT B. KRAMER

STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROBERT R. ROWE**, to me known to be the subscriber described in the foregoing Articles of Incorporation, and he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 19 day of September, 1990.

Linda L. Wilkinson
Notary Public State of Florida
My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 11, 1993
Bonded thru Agent's Notary, Inc.

(Seal)

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STATE OF FLORIDA
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **ROBERT B. KRAMER**, to me known to be the subscriber described in the foregoing Articles of Incorporation, and he acknowledged and swore to the execution of the said Articles of Incorporation for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid on this 5 day of September, 1990.

Notary Public State of Florida
My Commission Expires:

(Seal)

Notary Public, State of Florida at Large
My Commission Expires June 22, 1993
Bonded By SAFECO Insurance Company of America

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