

DECLARATION OF CONDOMINIUM OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

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1. Submission Statement

A. Submission Statement – On this 4 day of January, 2016, EAU GALLIE BOULEVARD DEVELOPMENT, LLC, a Florida limited liability company (hereinafter called the "Declarant"); Joined by HOLIDAY BUILDERS, INC., a Florida corporation; H. J. UNDERILL III, individually and as Trustee; KASTER OF BREVARD, INC., a Florida corporation; SPCR HOLDINGS, LLC, a Florida limited liability company; JAYADEVAN KUNDUMADATHIL AND JANET ANCIRO; MONTREAL, LTD., a Florida limited partnership; KIM RICHARD WELSH and GINA M. WELSH; and EAU GALLIE BLVD. OFFICE PARK OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation who each own a portion of real property and together own all of the fee simple title to the real property in Brevard County, Florida, legally described in Exhibit "A" annexed hereto, and together with Declarant do hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM (the "Condominium").

The purpose of this Declaration of Condominium is to convert the real property into a condominium form of ownership and to modify the legal description of the properties owned by the Declarant and other property owners joining herein from metes and bounds to condominium units, pursuant to the chart attached hereto as Exhibit "F."

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each Unit Owner, its heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the Common Elements as defined herein.

2. Definitions

As used herein and in the By-Laws attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

B. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time.

C. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

D. "Association," "Condominium Association" or "Corporation" means EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

E. "Association Property" means all property, real or personal owned or leased by the Association for the use and benefit of Unit Owners.

F. "Board" means the Board of Directors of the Association, which is responsible for the administration of the Association affairs.

G. "By-Laws" means the By-Laws of the Association.

H. "Committee" means a group of members of the Board of Directors, Unit Owners or Board of Directors and Unit Owners appointed by the Board of Directors or a member of the Board of Directors to make recommendations to the Board of Directors regarding the Association budget or any other matter, or take action on behalf of the Board of Directors.

I. "Common Elements" means the portion of the Condominium Property not included in the Units.

J. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions of this Declaration or the By-Laws; and (4) any valid expenses or debts against the Condominium as a whole.

K. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

L. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

M. "Condominium Buildings" or "Buildings" mean the structures which are built within the Units.

N. "Condominium Documents" means this Declaration and all Exhibits attached hereto as the same, from time to time, may be amended.

O. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements, which share is appurtenant to the Unit.

P. "Condominium Property" means and includes the land and personal property submitted 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.

Q. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

R. "Declarant" means Eau Gallie Boulevard Development, LLC, a Florida limited liability company, its successors or assigns, including any Institutional Lender which takes title through foreclosure or deed in lieu of foreclosure.

S. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, the Federal National Mortgage Association or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Declarant for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or providing purchase money mortgage loans to prospective Unit Owners, or any other lender approved by the Association pursuant to the provisions of Paragraph 18, holding a mortgage encumbering a Condominium Unit.

T. "Limited Common Elements" means those Common Elements which are reserved for the exclusive use of a certain Unit or Units to the exclusion of all other Units.

U. "Owner" or "Unit Owner" means a record owner of legal title to a Condominium Parcel.

V. "Rules and Regulations" means those rules and regulations promulgated by the Board of Directors, governing the use of the Common Elements and the operation of the Association.

W. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by an annual budget.

X. "Surface Water or Stormwater Management System" means a

system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Y. "Sub Association" means any condominium association formed to operate any condominium which may be subsequently formed within any of the Units.

Z. "Unit" or "Condominium Unit" means a portion of the Condominium Property which is subject to exclusive ownership; said Unit being a Unit space designated as "Condominium Unit" on the Plot Plan, Survey and Graphic Description attached hereto as Exhibit "B".

3. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

A. A Condominium Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each Unit is identified by an alphanumeric designation as set forth in Exhibit "B". The boundaries of each unit are as follows:

Lower Boundary - Any improvement (existing or to be built) above grade (including slab) but also including all footers utilities installed at or below grade, as extended to the perimetrical boundaries thereof.

Upper Boundary - The finished outer surface of the roof (existing or to be built), and any improvement (existing or to be built) thereon as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries - Shall be as shown on Exhibit "B", extended to their intersection with the upper and lower boundaries.

Each Unit shall be deemed to include the area beneath the unfinished surface of any weight bearing structure, and shall include pipes, ducts, wires, cables, conduits and other facilities serving that Unit but not other Units or Common Elements or Limited Common Elements.

B. Limited Common Elements - Except as described in Section 3.A above, the Limited Common Elements for each Unit are as depicted in Exhibit "B" as it may be amended from time to time as well as A/C units and concrete pads on which they sit, generators and pads, satellite dishes and pads and similar utilities servicing only one Unit and they shall be maintained as provided in Section 10 below. All Limited

Common Elements shall be an appurtenance to the designated Unit.

C. Condominium Parcel - There shall pass with each Unit as an appurtenance thereto:

- (1) An undivided interest in the Common Elements.
- (2) An undivided share in the Common Surplus.
- (3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.
- (4) Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.
- (5) Membership for the Unit Owner in the Association and, on all matters on which the membership of the Association shall be entitled to vote, a vote for the Unit according to the percentage ownership of such Unit in the Common Elements, as set forth on Exhibit "E" to this Declaration, subject to the rights and obligations of membership therein.
- (6) The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.
- (7) The use of assigned Limited Common Elements, subject to the provisions of this Declaration.
- (8) A non-exclusive easement for ingress and egress over the parking tracts, walks and other rights-of-way of the Common Elements necessary to provide access to the public ways.

D. The Owner of a Unit is entitled to the exclusive possession of its Unit. It shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements) and a joint mutual easement for that purpose is hereby created.

Each Owner shall pay the cost of maintaining all glass doors and windows contained within its Condominium Unit, wiring, electrical outlets and fixtures which are wholly within the Unit; and of ordinary cleaning and maintenance of the Unit. Each Owner shall also pay the cost of maintaining the air conditioning and water heaters servicing its Unit. Rules and regulation regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the

Association from time to time.

4. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements

The appurtenant Limited Common Elements (which are shown on Exhibit "B" attached hereto) and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The Share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

5. Common Elements

Common Elements includes within its meaning the following items:

A. All of the real property, other than the Units as the same are defined herein, all of which are more particularly described and set forth in Exhibit "B". Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring, cable and all other facilities for the furnishing of utility services to more than one Unit and the Common Elements; and all personal property held and maintained for the joint use and enjoyment of all of the Owners of all Units.

B. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units.

6. Condominium Property and Identification of Units

A. Attached hereto as Exhibit "B" is a sketch of the survey of the land being submitted to condominium ownership, together with a plot plan and graphic description of the improvements in which the Units are located.

B. The identification, location and dimensions of each Unit, the Limited Common Elements (except for A/C units, satellite dishes and similar utilities servicing only one Unit, which may not be easily depicted) and the Common Elements appear on Exhibit "B". Each Unit has been given an alphanumeric designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibit "B" in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the Limited Common Elements and Common Elements appurtenant thereto. The legend and notes contained in Exhibit "B" are incorporated herein and made a part hereof by reference.

7. Ownership of Common Elements and Shares of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to the Unit Owner's Unit which includes, but is not limited to, the following items which are appurtenant to the Units as indicated:

A. Common Elements - The undivided shares, stated as percentages, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto and made a part hereof as Exhibit "E".

B. Common Surplus - Each Unit Owner shall own any Common Surplus of the Association as appurtenance to each Unit, as set forth in Exhibit "E". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus.

8. Amendment to Declaration

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

(2) An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by the members of the Association holding at least 25% of the total vote of the entire membership. Directors and Members not present in person or by proxy at the meeting considering the amendment may submit in writing their agreement or disagreement with any action taken at the meeting that the Director or Member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved at a duly called and held meeting by not less than a majority of the entire membership of the Board of Directors, and by not less than two-thirds (2/3) of the total Voting Interests of the membership of the Association, and by at

least one Member of a Developed Unit (as defined in Section 12.D herein) at the time of approval. No Amendment may discriminate against any Unit Owner, nor any class or group of Unit Owners, unless the Unit Owner(s) so affected shall consent.

B. Except as otherwise set forth in Section 12.D herein, no amendment shall change any Condominium Parcel nor a Unit Owner's share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment and unless all the record owners of all other units approve the amendment. Such prior consent of the mortgagee may not be unreasonably withheld.

C. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees. Such prior consent of the mortgagee may not be unreasonably withheld.

D. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3), the Unit Owners reserve the right to change the interior designs and arrangement of their Units; to create a new condominium regime within any Unit; and to the extent any condominium is created within a Unit, to alter the boundaries between and within those Units by combining one or more Units, as long as the Unit Owner owns the Units so altered; however, any such change shall not alter the total of a Unit Owner's pro-rata maintenance expense.

E. (1) Notwithstanding anything to the contrary herein, and unless otherwise prohibited by the Act, the Declarant together with the other parties to the Declaration reserve the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not increase the maximum number of Units or materially affect the rights of Unit Owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Declarant together with the other parties to the Declaration, and need not be approved by the Association, other Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

(2) In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any Board of Directors meeting at which such amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the Members of the Association, and Members not present in person or by proxy at the meeting considering the amendment may express their approval by writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

(i) Not less than thirty-three and one-third percent (33-1/3%) of the entire Board of Directors and by not less than ten percent (10%) of the votes of the entire Membership of the Unit Owners; or

(ii) Not less than twenty-five percent (25%) of the votes of the entire Membership of the Unit Owners; or

(iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida.

F. Any proposed amendment to this Declaration which would affect the surface water management system (including environmental conservation areas and any water management portions of the Common Elements) must be submitted to the St. Johns River Water Management District for a determination of whether the Amendment necessitates the modification of the Surface Water Management Permit. If a modification is necessary, the amendment shall not be in effect until the St. Johns River Water Management District so advises the Association.

G. Notwithstanding anything to the contrary herein, a single owner who is the owner of the following combination of Units may amend the Declaration and its Exhibits so as to physically consolidate and/or connect the two units into one single building or improvement:

Units 5 and 6;
Units 11 and 12;
Units 13 and 14.

No such consolidation shall increase or decrease the maximum number of Units or increase or decrease the shares of common surplus, common expenses, proportionate ownership of Common Elements or voting rights attributable to the two affected Units; provided, however, any improvements serving to connect or join the two affected Units shall be deemed to be either part of the two Units or shall be a Limited Common Element for the exclusive use of the two Units, as shall be more particularly described on the Exhibits to the enabling amendment, and shall supercede any easements previously encumbering the Common Elements located between the affected Units. Such amendment need be executed and acknowledged only by the owner of the respective combination of affected Units and need not be approved by the

Association, other Unit Owners, lienors or Mortgagees of other Units, whether or not elsewhere required or amendments.

9. The Association; Its Powers and Responsibilities

A. The Condominium is governed and administered by Eau Gallie Boulevard Commercial Condominium Association, Inc., a Florida not-for-profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "C". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Paragraph 8 of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. Except as provided above in Paragraph 8, no amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record Owner or Owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

B. The powers and duties of the Association shall include those set forth in the By-Laws annexed hereto and made a part hereof as Exhibit "D". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

(1) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or Limited Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or Limited Common Elements or to any Unit. In the case of emergency such as, but not limited to, structural damage, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided.

(2) The power to levy and collect Assessments from Unit Owners and to maintain, repair and replace the Common Elements, and Limited Common Elements.

(3) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

(4) The power to enter into contracts with others, for valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements, and maintenance of all accounting records. The duty and responsibility to maintain and preserve the landscaping, painting, repairing and replacement of the Common Elements and Limited Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior and exterior surfaces of his Unit appurtenant thereto, and to paint, clean, decorate, maintain and repair their Unit.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

(6) The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same. The power to acquire property, both real and personal. The power to purchase personal property shall be exercised by the Board of Directors and the power to purchase real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the Voting Interest of the Owners.

(7) This power shall include the power to participate in, and enforce the covenants, easements and restrictions set forth in the Declaration of Covenants, Easements and Restrictions of Eau Gallie Office Park recorded or to be recorded.

C. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any Institutional Mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record. Such prior consent of the Institutional Mortgagees may not be unreasonably withheld.

D. Each Unit shall be entitled to a vote equal to their percentage ownership ("Voting Interests") in Common Elements, and to be cast in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to

intervene and defend.

G. No Unit Owner, except an officer or director of the Association, acting with the approval of the Board of Directors shall have any authority to act for the Association.

10. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association - The Association shall maintain, repair and replace at the Association's own expense:

(1) All Common Elements, and unless otherwise specifically addressed in the Declaration, all Limited Common Elements, including drainage and irrigation throughout the Condominium Property. Should said maintenance, repair or replacement be caused by the negligence or misuse of a Unit Owner, employee, guest or invitee, the Unit Owner shall be responsible therefore, and the Association shall have the right to levy the cost for same against such Unit Owner which right to levy arises from such Unit Owner's failure to comply with the terms of this Declaration. The Association shall have no responsibility or liability for construction of Common Element improvements necessary to support units to be subsequently built (including, but not limited to, additional parking improvements, driveway improvements, sidewalk improvements, utility line connection improvements and drainage improvements).

(2) All incidental damage caused to a Unit by such work described in Paragraph 10.A.(1). Such incidental damage above shall be promptly repaired at the expense of the Association, including but not limited to any damage to improvements made within the Common Element, while repairing same. However, the Association shall not be liable for the expense of removing and reinstalling such improvements.

(3) All water systems leading up to a Unit (but not inside or within a Unit).

(4) All property owned by the Association.

(5) The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system located within the Condominium. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water

Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

B. By the Condominium Unit Owner - The responsibilities of the Condominium Unit Owner shall be as follows:

(1) To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association as provided in Paragraph 10.A. Unit Owners shall be responsible for their own water system (inside their Unit), electrical system, satellite dishes, generators, HVAC system (including compressors located on any roof or on the ground) but servicing only their Unit, some of which items are Limited Common Elements and maintenance of any hurricane shutters installed by Unit Owner or on a Unit Owner's behalf.

(a) As of the date hereof, Units 5 and 6 are under one common ownership, and said units are connected by an enclosed structure (the "Connecting Structure") which is agreed by the owner of Unit 5 and 6 shall now be a Limited Common Element. The Association shall have no responsibilities or liabilities whatsoever with respect to the repair, maintenance and replacement of the Connecting Structure (collectively the "Connecting Structure Repair Obligations"). Initially, the Connecting Structure shall be a Limited Common Element for the benefit both Units 5 and 6, and the Connecting Structure Repair Obligations shall be the responsibility of the Owner of Units 5 and 6, while under common ownership. If Units 5 and 6 cease to be under common ownership, then the Connecting Structure may be a Limited Common Element for the benefit of both Units 5 and 6, or a Limited Common Element for the benefit of Unit 5 only, or a Limited Common Element for the benefit of Unit 6 only, as shall be determined by written agreement between the Owners of Units 5 and 6; and the Connecting Structure Repair Obligations shall be the responsibility of the benefitted Owner(s). A copy of said agreement and any modifications thereto must be provided to the Association for its records.

(b) The benefitted Owner(s) may also elect to remove the Connecting Structure. In the event of destruction of the Connecting Structure, the benefitted Owner(s) may rebuild the Connecting Structure, provided it is rebuilt on the same footprint as the original Connecting Structure and it is substantially similar in the exterior physical appearance to the original Connecting Structure unless modifications are approved by the Association. If the benefitted Owner(s) do not elect to rebuild after destruction, or if the Connecting Structure is voluntarily removed as permitted herein, the Common Element which was encumbered by the Connecting Structure shall be cleared of any and all debris and sodded at the expense of the benefitted Owner(s). If the Connecting Structure is reconstructed, it shall thereafter be treated as a Limited Common Element pursuant to paragraph 10.B. (1) (a) above.

(c) Nothing herein shall affect the rights of the owners of Unit 5 and 6 pursuant to Section 8(G) above.

(2) Within the Unit to maintain, repair and replace at Unit Owner's expense all appliances and equipment, including any fixtures and/or their connections required to provide water, light, power, HVAC, telephone, sewage and sanitary service to Unit Owner's Condominium Unit.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of any Common Element or Condominium Building unless acceptable to the Association, except for the respectful display of one portable, removable, United States Flag.

(4) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

C. Alteration and Improvement of Common Elements - There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting Members of the Association casting not less than seventy-five percent (75%) of the Voting Interests of the Members of the Association present at any regular or special meeting of the Association called for that purpose. The cost of the foregoing shall be assessed as Common Expenses of the Condominium.

D. Construction and Alteration of Unit - No Owner of a Condominium Unit shall construct a Building on its Unit or make or cause to be made any structural modifications or alterations in Owner's Unit, without the consent of the Board of Directors of the Association, which consent may not be unreasonably withheld so long as such construction or modification will not exceed one story and otherwise would be consistent with the appearance of the existing Buildings. Any improvements on a Unit shall be constructed leaving a one foot perimeter for the purpose of installing landscaping within a Unit boundary. Any application from a Unit Owner for the installation, replacement or maintenance of hurricane shutters and where such application conforms with hurricane shutter specifications adopted by the Board of Directors, shall not be deemed a material alteration to the Common Elements of the Condominium. A Unit Owner constructing a Building, or making or causing to be made any structural modification, alteration or replacement to Unit Owner's Unit, agrees and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of the Building, including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning units which in any manner change the appearance of the exterior of the Building, without the prior written consent of the Association, except for the respectful display of one portable, removable, United States Flag. No Unit Owner or any other person shall install upon the roof, exterior of any Building, the Condominium Property, or the

Common Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electromechanical device, decorative item or affixed furnishing, without the prior written consent of the Association.

E. Liability of Unit Owner - Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Common Elements, the Association may make such repairs or replacements and the Association shall have the right to repair the same and to charge the cost thereof to said Unit Owner.

F. Insurance Proceeds - Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible, is made by the Association and such loss is covered by insurance maintained by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds actually paid.

11. Enforcement of Maintenance

A. Equitable Remedy. In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, any management firm retained by the Association, the Declarant, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to charge the Unit Owner for the necessary sums to put the improvements within the Unit in good condition. Such charge shall constitute a special charge on such Unit Owner's Unit, and shall entitle the Association to file a lien for non-payment of such special charge and foreclosure said lien on the manner elsewhere provided

B. Right of Access. The Association shall have the right to have its employees or agents enter the Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Further, the Association shall have the right to take any and all such steps as may be necessary to remedy any violation of Paragraph 10 which may cause damage to the Common Elements or to another Unit or Units, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner.

12. Common Expenses

A. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, and those portions of the Limited Common Elements to be maintained by the Association, if any, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws.

B. All costs of sewage service to the Condominium Property not otherwise metered to a Unit shall be a Common Expense of the Condominium. Unit Owners shall be liable for all costs and expenses associated with their Unit's respective electricity, gas, air conditioning and any other utility services provided and/or separately metered to said Unit.

C. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "E".

D. Notwithstanding any other provision in this Declaration, the initial share of Common Expenses and Common Surplus attributable to the respective owners of the Units at the time of recording this Declaration shall be as set forth on Exhibit "E-2", such that the share of Common Expenses and Common Surplus of any of the ten (10) Units which are currently unimproved ("Undeveloped Unit") shall initially be zero (0%) percent (except as to Assessments levied by the Master Association). Thereafter, upon the issuance of a certificate of occupancy or a certificate of completion, whichever may first occur ("Certificate"), for any such Undeveloped Units(s), the shares of Common Expenses and Common Surplus shall be readjusted to be equal among all Units for which a Certificate has been issued ("Developed Units"), and such adjustment shall be effective upon the first day of the month following the date of issuance of the Certificate, whereupon the Unit receiving the Certificate shall become equally liable for its share of Assessments and other Common Expenses and Common Surplus. Upon the issuance of Certificates for all fifteen (15) Units, the shares of Common Expenses and Common Surplus shall be as set forth on Exhibit "E-3". Nothing herein shall affect or reduce in any way the responsibility of any Undeveloped Unit for its share of Assessments owed under the Master Declaration and levied by the Master Association, which is based on the percentage ownership of each Unit in the Common Elements, and may be billed by the Master Association.

13. Assessments; Liability, Liens, Priority, Interest and Collections

A. The Association, through its Board of Directors, and pursuant to the provisions set forth in the By-Laws, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while the Owner of a Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

B. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may

assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Paragraph 12 above pertaining thereto. Assessments shall be payable either monthly or quarterly or in such other installments and at such times as may be fixed by the Board of Directors.

C. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses for the fiscal year, for any reason whatsoever, or, in the event of emergencies, the Board of Directors shall, by a majority vote, have the authority to levy and collect Special Assessments to meet such needs of the Association, in accordance with the Act.

(1) The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements, for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

(2) The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a contingency fund in the general operating portion of the budget which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

D. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration or the Condominium Act. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements. All monies received from Assessments except for reserve funds may be commingled with other monies held by the Association. Reserve and operating funds may be combined for investment purposes. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

E. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which an Owner is entitled to use or enjoy.

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the Association shall charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

G. The Association shall have a lien upon each Condominium Parcel, which shall secure payment of all Assessments, interest and expenses provided for in this Declaration and reasonable attorney's fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

H. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure for said lien after a foreclosure judgment is entered, the Association may be entitled, if a Court so orders, to receive rent from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said Condominium Unit. The rent required to be paid shall be equal to the rent charged on comparable types of condominium units in Brevard County, Florida.

I. The liability of a first Mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure or the unpaid assessment that became due prior to the Mortgagee's acquisition of title, is limited to the lesser of: (1) the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately proceeding the acquisition of title and for which payment in full has not been received by the Association; or (2) one (1%) percent of the original mortgage debt. The provisions of this paragraph shall not apply unless the first Mortgagee is joined by the Condominium Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not

maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Mortgagee. Any unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquiror, acquiror's successors and assigns. It is understood that such acquiror shall be liable for acquiror's share of Common Expenses or Assessments attributable to acquiror's Condominium Unit from the date of acquiring said Condominium Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the Common Expenses of the Condominium unless all Unit Owners are like-wise proportionately excused from such payment.

J. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

K. The Association, acting through its Board of Directors, shall have the right to assign the collection of unpaid assessments, to the Declarant or to any Unit Owner or group of Unit Owners or to any third party, including but not limited to an Institutional Mortgagee providing a loan to the Association.

14. [INTENTIONALLY OMITTED]

15. Limitation of Liability

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which the Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the By-Laws (including any interest, penalties, costs or attorney's fees provided for therein in the event of delinquency).

B. A Unit Owner shall be liable for injuries or damages resulting from an accident in Unit Owner's Unit to the same extent and degree that the Owner of a commercial building would be liable for an accident occurring within their commercial building.

C. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

16. Liens

A. With the exception of liens which may result as provided for in this Paragraph 16, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the consent of 100% of the Voting Interests of Unit Owners plus 100% of all Mortgagees of Units.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to the Owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event one lien is filed against two or more Condominium Units and the lien becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

17. Easements

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services, Drainage, Police, Fire Protection and Governmental Services - Easements are reserved under, through and over the Condominium Property in favor of local Governments and franchised utilities, as may be required for utility services (including satellite, cable, television), drainage and Governmental Services in order to serve the Condominium. An Owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services or governmental services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency. Governmental Services shall include police and fire protection, garbage collection and postal service.

B. Pedestrian Traffic & Access - An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and an easement shall exist for ingress and egress over the parking tracts, walks and other rights of way of the Common Elements necessary to provide access to the public ways; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their invitees and tenants for the purpose for which same are intended, subject to the provisions of the

Declaration and the By-Laws.

C. Easement for Overhangs; Unintentional and Non-Negligent Encroachments – Any overhang of a Building as originally constructed, which extends beyond a Unit's perimetrical boundary and into the Common Elements, shall be granted an easement into the Common Elements. If a Unit shall minimally encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Declarant, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Declarant, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support - The Declarant and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit Owners, heirs, lessees, invitees, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Construction Easement – An easement shall exist over and under the Common Elements for all Owners, their contractors, subcontractors, suppliers and retained professionals for the purpose of preparing a Unit for development, and for the development, construction and repair of improvements on a Unit. Any damage to the Common Elements as a result of such work, shall be the responsibility of the Owner constructing such improvements.

F. Drainage Easement – The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

G. Additional Easements - The Association shall have the right to grant such additional parking, electric, telephone, cable, gas, drainage or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access or other easements and relocate any existing access or other easements in any portion of the Condominium Property, as the Association shall

deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of Unit Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate the Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

18. Conveyances, Leases and Transfers – [INTENTIONALLY DELETED]

19. Obligations of Unit Owners

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

A. Promptly pay the Assessments (whether regular or special) levied by the Association.

B. Maintain in good condition and repair, Owner's Unit including the exterior portions, parking roof and any improvements located thereon. Owner shall also provide regular maintenance (and where required by statute, insurance) to all interior surfaces within Owner's Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit and maintain and repair the fixtures therein and pay for any utilities which are separately metered to Owner's Unit.

C. Not permit or suffer anything to be done or kept in Owner's Unit which will increase the insurance rates on Owner's Unit or on the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable odors, noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in Owner's Unit or on the Common Elements.

D. Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under Owner do likewise.

E. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, except as set forth hereinbefore, except for the respectful display of one portable, removable, United States Flag.

F. Show no sign, advertisement or notice of any type on the Common Elements or Owner's Unit, except as may be provided for in the Rules and Regulations of the Association.

G. Make no repairs to any plumbing, cable or electrical wiring affecting other Units or affecting the Common Elements or Limited Elements. Such repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall only pay for and be responsible for repairs within the Common Elements.

H. Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against Unit Owner's Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Unit Owner in Owner's "Condominium Parcel" and in the "Limited Common Elements" appurtenant thereto and in the "Common Elements" shall be considered as a Unit.

20. Insurance

A. Liability Insurance - The Board of Directors of the Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least \$1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include (where available), but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

B. Casualty Insurance - The Association shall use its best efforts to obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the Common Elements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually, which may include reasonable deductibles, as determined by the Board of Directors. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense. Insurable improvements shall not be deemed to include any freestanding buildings comprised of no more than one building in or on a Unit pursuant to Florida Statutes §718.111(11)(e). Each Unit Owner shall be

responsible for procuring casualty insurance for their Unit equal to the maximum insurable replacement value. In no event shall the Association be responsible for procuring casualty insurance on a Unit or the improvements therein.

The company or companies with whom the Association and Unit Owners shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida.

C. Application of Insurance Proceeds - The proceeds of casualty insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(1) Common Elements - The proceeds paid to the Association for loss of or damage to real property constituting Common Elements only, shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Association to the Owners of all Units, and their respective mortgagees, as their interests may appear, in shares of proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall use, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

D. Distribution of Proceeds - Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Association, in the following manner:

(1) Reconstruction or Repair - If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds (insurance proceeds less the expenses of the Association) shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair - If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the Owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial Owners as surplus in the manner elsewhere stated.

E. Reconstruction or Repair After Casualty - Whether, and in the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

(1) Common Elements - Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

F. Construction Funds - All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners shall be disbursed toward payment of such costs in the following manner:

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

(1) Association -- Minor Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than one hundred thousand and no/100 dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than one hundred thousand and no/100 dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an engineer registered to practice in

Florida and employed by the Association to supervise the work.

(3) Surplus - It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the Owners of the fund in a manner elsewhere herein stated; except however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

(4) Plans and Specifications - Any repair and restoration must be substantially in accordance with the plans and specifications for the original construction, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

G. Association's Power to Compromise Claim - The Association is hereby irrevocably appointed agent for each 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.

H. Worker's Compensation - A workers' compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of \$500,000.00 Employer's Liability Coverage.

I. Unit Owner's Responsibility to Insure - Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property, and such insurance, where applicable, shall contain waiver of subrogation, if available.

J. Subrogation - If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

K. Best Efforts - A unit-owner controlled Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the common elements and the Condominium property required to be insured by the Association. However, if the Association is Developer controlled and the Association fails to obtain or maintain adequate insurance during any period of Developer control, such failure shall constitute a breach of fiduciary responsibility by the Developer-appointed members of the Board of directors of the Association, unless said

members can show that despite such failure, they have exercised due diligence.

21. Eminent Domain or Condemnation Proceedings

The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of representing the Unit Owners in any condemnation proceedings or in negotiating settlements or agreements with the condemning authority for acquisition of the common areas, or part thereof.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be paid to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

22. Rules and Regulations

A. As to Common Elements and Limited Common Elements - The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements and Limited Common Elements of the Condominium and any facilities or services made available to the Unit Owners including but not limited to, sign regulations; security; traffic rules. The Board of Directors shall, from time to time, mail to Owners or post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Condominium Units - The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, written notice of any Board meeting at which amendments to rules regarding "use" will be considered, shall be mailed or hand delivered to Unit Owners, and posted not later than fourteen (14) days prior to such meeting. No such Rules and Regulations may adversely affect any uses of the Units as currently authorized by the codes, ordinances, rules and regulations of the City of Melbourne.

C. Rules and Regulations - Each rule and regulation shall be deemed in effect until amended by the Board of Directors, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their employees, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by a majority vote or consent of the Board of Directors; however, no vote of the Membership is required. A change,

amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the By-Laws.

23. Maintenance Contracts

If there shall become available to the Association a program of contract maintenance serving all individual Condominium Units for any mechanical or technical system, which the Association determines is for the benefit of the Condominium Unit Owners to consider, then, upon resolution of all of the Unit Owners by a majority of Voting Interests voting in person or by proxy at a special meeting of the Association at which a quorum is present, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a Common Expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of certain Condominium Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the Membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing in such written undertakings, as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

24. Management Agreement

The Board of Directors of the Association may enter into a contract with any appropriately licensed firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

25. Termination of Condominium

The Condominium may be terminated in the following manner:

A. Destruction - If it is determined in the manner provided in Paragraph 20 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement - The Condominium may be terminated at any time by the approval in writing of at least 80% of the Voting Interest of the Unit Owners. If the proposed termination is submitted to a meeting of the Association, and if the approval of

at least eighty percent (80%) of the Voting Interest of Unit Owners is obtained, in writing, not later than sixty (60) days after the date of such meeting and if no more than ten percent (10%) of the Voting Interests have rejected the proposed termination, then the approving Unit Owners of the Association shall have an option to buy all of the Units of the disapproving Unit Owners for the period of one hundred twenty (120) days after the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option.

C. Plan of Termination - The plan for termination must be in compliance with the provisions of Florida Statutes § 718.117.

(1) Exercise of Option - The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the non-consenting Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

(2) Price - The sales price for each Condominium Unit shall be the average price, on a square foot basis, of all Unit(s) sold the previous 12 months (or, if no sales, then 110% of the average assessed value from the most recently issued real estate tax bill, on a square foot basis of all Units) from the date of the termination meeting. A judgment of specific performance of the sale, at the price, may be entered by any court of competent jurisdiction.

(3) Payment - The purchase price shall be paid in cash.

(4) Form - The contract shall be in the form of the most recent published Florida Bar Standard Commercial Contract for Sale and Purchase then in use in Brevard County, Florida.

(5) The sale of all Condominiums Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price.

D. Certificate - The termination of the Condominium shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall be effective upon the certificate being recorded in the Public Records of Brevard County, Florida.

E. Shares of Owners After Termination - After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal one hundred percent (100%). If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the By-

Laws.

F. Amendment - This Paragraph 25 concerning termination cannot be amended without the written consent of not less than eighty (80%) percent of the Voting Interests of Unit Owners, and the record owners of mortgages (which shall not be unreasonably withheld) upon their Condominium Units.

26. Assignability of Rights of Declarant

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Declarant are freely assignable, in whole or in part, by the Declarant to any party who may be hereafter designated in writing by the Declarant to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Declarant and/or exercised by the successor or successor-in-interest of the Declarant and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Declarant, so long as such person or entity executes an agreement acknowledging its acceptance of the rights as well as the obligations of Declarant.

27. Execution of Documents Required by Governmental Authorities

The Declarant's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by governmental authorities (including the City of Melbourne, County of Brevard and the State of Florida). To the extent that said documents require the joinder of any or all Unit Owners in this Condominium, each of said Owners, does irrevocably give and grant to the Declarant, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

28. [INTENTIONALLY OMITTED]

29. Use and Occupancy Restrictions

A. The Unit. Each Unit shall be used only for commercial purposes within the definition of City of Melbourne or Brevard County Commercial zoning designation for the Condominium Property or any other legal commercial purpose which would not require more parking spaces then permitted under the City of Melbourne or Brevard County Commercial zoning designation for the Condominium Property, and for no other purpose. Any conveyance of a Unit or use of a Unit for uses other than set forth herein shall be deemed invalid, void and unenforceable, and Declarant, the Association or any Unit Owner shall have the right to seek and obtain any remedy available at law or in equity to prevent, prohibit and enjoin the use of any Unit in a manner not permitted herein; provided, however, any failure or election for whatever reason not to seek such enforcement of any such foregoing use restriction shall not be deemed in any way to be a waiver of such restriction or acceptance of the non-permitted use. The foregoing use restriction is hereby declared, reserved and imposed

by the Declarant as a restriction running with the Condominium Property and each Unit, binding upon Declarant and all persons claiming by, through or under the Declarant for the benefit of and as a limitation and burden upon the Condominium Property, each Unit, the Declarant and all future owners. The Unit Owner shall not permit or suffer anything to be done or kept in the Unit which will increase the rate of insurance on his/her/its Unit, the Common Elements, the Limited Common Elements or the Condominium Property, or which will obstruct or interfere with the rights of the other Unit Owners, or annoy them by unreasonable noises, noxious fumes, or otherwise; nor shall the Unit Owner commit or permit any nuisance or illegal act in or about the Condominium Property.

B. Occupational License and Use. Each Unit Owner, or occupant of a Unit conducting a business within the Unit shall be required to maintain all applicable occupational licenses and other licenses required to conduct the business being conducted within a Unit. If a Unit Owner fails to maintain such required licenses, the Unit Owner shall be in violation of this Declaration and the Association shall be entitled to exercise any remedy to which it is entitled.

C. Hazardous Waste. Each Unit Owner shall be prohibited from the storage and/or disposal of any toxic or hazardous waste, as that term is defined by local, state and federal statutes, regulations or ordinances, within their respective Unit or on Condominium property unless such storage and disposal is in complete compliance with all applicable statutes, rules and ordinances governing such storage and disposal. Should any Unit Owner or occupant not properly use, store or dispose of such hazardous waste, the Unit Owner shall be in violation of this Declaration and the Association shall be entitled to exercise any remedy to which it is entitled. Nothing in this subsection 29(C) may be altered or amended without the consent of 75% Voting Interest of the Unit Owners.

D. Area of Work. Each Unit Owner or occupant of a Unit shall conduct its business within the interior of such Unit. Absolutely no work shall be done on the Condominium Property outside of a Unit.

E. Non-Hazardous Waste. Each Unit Owner or occupant of a Unit shall dispose of all non-toxic and non-hazardous waste in the receptacle located within the Common Elements. Any refuse that is left in or about the exterior of a Unit shall be a violation of this Declaration by the Unit Owner, and the Association shall be entitled to exercise any remedy to which it is entitled. A Unit Owner may store their own garbage receptacle on the Common Element with the prior written consent of the Association. Such consent may include limitation on size and location of the garbage receptacle.

F. Exteriors. The Unit Owner shall not cause anything to be hung, displayed, placed on or extended over the exterior walls of a Condominium Building or on or about the Condominium Property without the prior written approval of the Association.

G. Signs and Antennae. No Unit Owner shall display any sign (including "For Sale" signs), advertisement or notice of any type on the exterior of its Unit, on the window of its Unit, on the Limited Common Elements or on the Common Elements or any other portion of the Condominium Property, and no Unit Owner shall erect any exterior antennae or aerials upon their Unit, the Limited Common Elements, the Common Elements or any portion of the Condominium Property without the prior written approval of the Association, such approval not to be unreasonably withheld. Any such signage must be consistent with the sign criteria to be established by the Association.

H. Nuisances. No use or practice which is either an annoyance to another Unit Owner or an interference with the peaceful possession and proper use of the Condominium Property by another Unit Owner shall be allowed. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard to exist. Nuisance shall include without limitation, any of the following conditions: (a) omission of dust, sweepings, dirt, cinders, fumes, odors, gases, vapors, acids and other substances into the atmosphere that may adversely effect the use or intended use of any Unit or may adversely effect the health, safety or comfort of the persons in the Condominium; (b) discharge of waste or any substance or material of any kind into any public or Association maintained sewer serving the Condominium, or any part thereof, in violation of any law, rule or regulation of any public body or utility having jurisdiction thereof; (c) the reception at any point outside the boundaries of a Unit, of noise or vibrations from any activity, machine, device or combination thereof location in that Unit, that unreasonably interferes with the use or enjoyment of any other Unit. All parts of the Condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or the Common Elements that will increase the cost of insurance upon the Condominium Property above that required when the Unit is used for the approved purposes, or that will result in a cancellation of such insurance.

I. Odor and Noise Abatement. No odor or noise shall be permitted to be transmitted from one Unit to another. In the event the Board of Directors of the Association determines that any such odor or noise is being transmitted from one Unit to another Unit and that such odor or noise is unreasonable, the Owner of such Unit shall, at its own expense, take such steps as shall be necessary to abate the odor or noise to the satisfaction of the Board of Directors of the Association. In the event the Owner of the Unit fails to abate the odor or noise, the Board of Directors shall take such steps as shall be necessary to abate the odor or noise and the Unit Owner shall be liable to the Association for all expenses incurred by the Association in abating the odor or noise, including reasonable attorney's fees.

30. Remedies

A. Relief - Each Unit Owner and the Association shall be governed by

and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages; injunctive relief; foreclosure of lien; or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by the Declarant, the Association or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, through all levels of appeal. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorney's Fees - In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the prevailing party shall be entitled to recover the costs of the proceeding, including reasonable attorney's fees through all levels of appeal. A Unit Owner prevailing in an action between the Association and the Unit Owner may recover additional amounts, in addition to reasonable attorney's fees, as determined by the Court to be necessary to reimburse the Unit Owner for his or her share of the assessments levied by the Association to fund its expenses of the litigation. Further, in the event the proceedings are instituted by or against the Declarant or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general and limited partners of the Declarant or the initial directors of the Association) for any reason whatsoever, including, but not limited to, (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, the prevailing party and if the Declarant or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all reasonable attorney's fees, costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorney's fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Brevard County for the purpose of testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver - The failure of the Association, the Declarant or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the By-Laws and/or, the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative - All rights, remedies and privileges granted to

Association, the Declarant, and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies".

E. Venue; Waiver of Trial by Jury - Every Unit Owner or occupant and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 18th Judicial Circuit, in and for Brevard County, Florida or the United State District Court, Middle District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Declarant, do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Joint Use - The Owner of any such Unit shall have the right to the full use of said Party Wall as a Limited Common Element for whatever purposes it chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Unit Owner of an adjoining Unit or its enjoyment of said Party Wall as a Limited Common Element or in any manner impair the value of said Party Wall as a Limited Common Element.

31. Additional Provisions

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

C. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the prorata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium. Such consent of the Mortgagee may not

be unreasonably withheld.

D. Upon written request to the Association, an Institutional Mortgagee is entitled to timely written notice of:

(1) Any condemnation or casualty loss that affects a material portion of the Condominium Property or of the Unit encumbered by its mortgage.

(2) Any 60-day delinquency in the payment of assessments or charges owned by the Unit Owner of any Unit on which it holds a Mortgage;

(3) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action that requires the consent of a specified percentage of Institutional Mortgagees.

E. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of the Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

F. Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

G. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

H. As long as the Declarant or its successor holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Declarant. The Declarant (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Declarant may use unsold Units as sales office and/or model Units. Any sales offices and/or model Units and all personal property, furnishings and signs contained therein shall not be considered Common Elements, but shall remain the property of the Declarant.

I. Simultaneous with or shortly following the recording of this Declaration, there will be recorded the Declaration of Covenants, Easements and Restrictions of Eau Gallie Office Park ("Master Declaration"). All Owners of Units subject to this Declaration shall also be subject to the terms, conditions, resolutions, easements and obligations of the Master Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed in its name this 4 day of January, 2018.

Signed, sealed and delivered in the presence of:

DECLARANT:

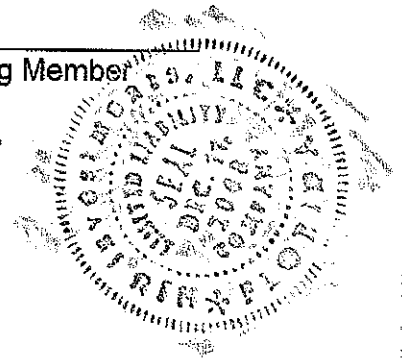
Eau Gallie Boulevard Development LLC, a Florida limited liability company

By: HJU Holdings, LLLP, a Florida limited liability partnership, as Managing Member

By: HJU Investments, LLC, a Florida limited liability company, General Partner

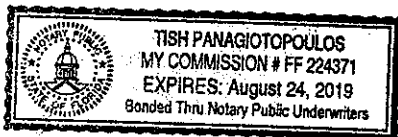
BY: [Signature]
H. J. Underill III, Managing Member

(Corporate Seal)



STATE OF FLORIDA)
COUNTY OF BREVARD)ss.

The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER, 2015, by H. J. Underill III, as Managing Member of HJU Investments, LLC, a Florida limited liability company, General Partner of HJU Holdings, LLLP, a Florida limited partnership, as Managing Member of Eau Gallie Boulevard Development, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC

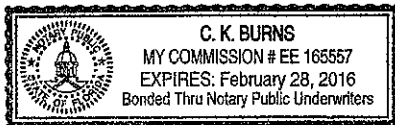
COMMISSION EXPIRES: August 24, 2019

C.K. Burns
Printed Name: C.K. Burns

Jack B. Spira
Printed Name: Jack B. Spira

STATE OF FLORIDA)
COUNTY OF Brevard)ss.

The foregoing instrument was acknowledged before me this 18 day of NOV, 2014, by C. Mario Oliveira as President of Kaster of Brevard, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.



Joined By:

Kaster of Brevard, Inc., a Florida corporation

By: C. Mario Oliveira
Printed Name: C. Mario Oliveira
Its: President

C.K. Burns
NOTARY PUBLIC

COMMISSION EXPIRES: _____

[Signature]
Printed Name: HJ Underhill

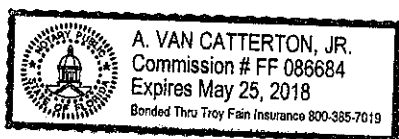
Joined By:

[Signature]
Janet Anciro

[Signature]
Printed Name: A VAN CATTERTON

STATE OF FLORIDA)
COUNTY OF BREVARD)ss.

The foregoing instrument was acknowledged before me this 29 day of JAN., 2015, by Janet Anciro, who is personally known to me or has produced FLA DR LIC. as identification.



[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: _____

[Signature]
Printed Name: H. Sander

[Signature]
Printed Name: A VAN CATTERTON

Joined By: [Signature]
Jayadevan Kundumadathil

STATE OF FLORIDA)
COUNTY OF BREVARD) ss.

The foregoing instrument was acknowledged before me this 29 day of JAN., 2015, by Jayadevan Kundumadathil, who is personally known to me or has produced FLA. DR. LC. as identification.



[Signature]
NOTARY PUBLIC
COMMISSION EXPIRES: _____

Debra L Campos
Printed Name: Kim R. Welsh
Debra L Campos
Printed Name: Dale A. DeHone

Joined By: Kim Richard Welsh
Kim Richard Welsh

STATE OF FLORIDA)
COUNTY OF Brevard)ss.

The foregoing instrument was acknowledged before me this 26 day of November, 2014, by Kim Richard Welsh, who is personally known to me or has produced _____ as identification.



Debra L Campos
NOTARY PUBLIC

COMMISSION EXPIRES: 3-21-2017

Gina M. Welsh
Printed Name: Debra L Campos
Printed Name: Dale A. Deffner
STATE OF FLORIDA)
COUNTY OF Brevard) ss.

Joined By:

Gina M. Welsh
Gina M. Welsh

The foregoing instrument was acknowledged before me this 26 day of November, 2014, by Gina M. Welsh, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: 3-21-2017

As To BOTH

Printed Name: _____

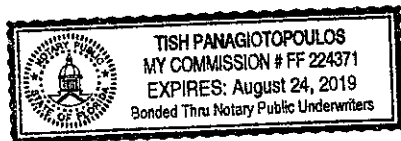
Susanne Krasnele
Printed Name: Susanne Krasnele

Printed Name: _____

TISH PANAGIOTOPOULOS
Printed Name: TISH PANAGIOTOPOULOS

STATE OF FLORIDA)
COUNTY OF BREVARD) ss.

The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER, 2015, by H. J. Underill III, as General Partner of Montreal, LTD., a Florida limited partnership, who is personally known to me or has produced _____ as identification.



Joined By:

Montreal, LTD., a Florida limited partnership

By: [Signature]
H. J. Underill III, General Partner

James H. Pruitt Real Estate Inc., a Florida corporation, General Partner

By: _____
James Michael Pruitt, President

[Signature]
NOTARY PUBLIC

COMMISSION EXPIRES: August 24, 2019

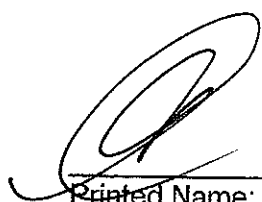
STATE OF FLORIDA)
COUNTY OF Brevard)ss.

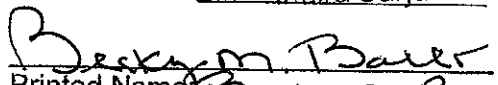
The foregoing instrument was acknowledged before me this 6 day of February, 2015, by James Michael Pruitt, as President of James H. Pruitt Real Estate Inc., a Florida corporation, as General Partner of Montreal, LTD., a Florida limited partnership, who is personally known to me or has produced _____ as identification.



[Signature]
NOTARY PUBLIC

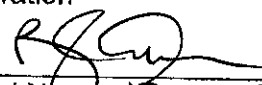
COMMISSION EXPIRES: 3-21-2017


Printed Name: Indira Sarju


Printed Name: Becky M. Bauer

Joined By:

HOLIDAY BUILDERS, INC., a Florida corporation

By: 
Printed Name: Bruce Assam
Its: President

STATE OF FLORIDA)
COUNTY OF Brevard)ss.

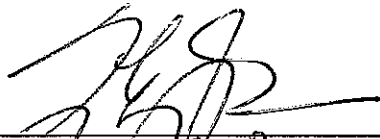

The foregoing instrument was acknowledged before me this 16th day of November, 2015, by Bruce Assam, as President of Holiday Builders, Inc., a Florida corporation, who is personally known to me or has produced _____ as identification.



RENEE JENKINS
MY COMMISSION # FF 182078
EXPIRES: December 22, 2016
Bonded Thru Budget Notary Service


NOTARY PUBLIC

COMMISSION EXPIRES: _____


Printed Name: TISH PANAGIOTOPOULOS

Printed Name: SUSAN KVASNICKA

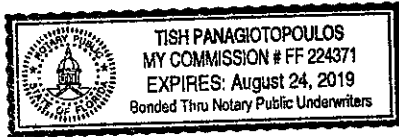
Joined By:

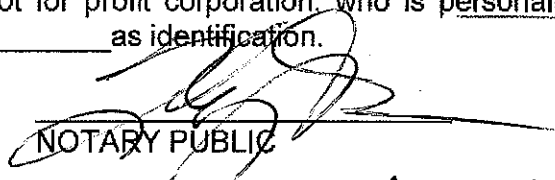
EAU GALLIE BLVD. OFFICE PARK
OWNERS ASSOCIATION, INC., a Florida
not for profit corporation

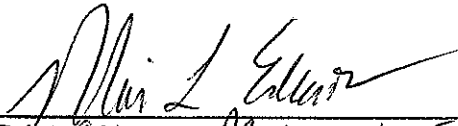
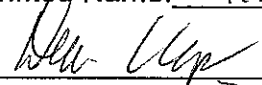

By: 
H. J. Underhill III, President

STATE OF FLORIDA)
COUNTY OF BREVARD) ss.

The foregoing instrument was acknowledged before me this 23rd day of NOVEMBER, 2015, by H. J. Underhill III, as President of Eau Gallie Blvd. Office Park Owners Association, Inc., a Florida not for profit corporation, who is personally known to me or has produced _____ as identification.

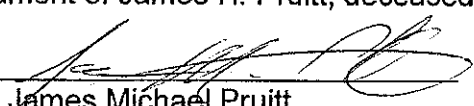



NOTARY PUBLIC
COMMISSION EXPIRES: AUGUST 24, 2019


Printed Name: Melissa L. Edwards

Printed Name: Debra L. Campos


Joined By:

Devises Under the Last Will and
Testament of James H. Pruitt, deceased

By: 
James Michael Pruitt

STATE OF FLORIDA)
)ss.
COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 6 day of
February, 2015, by James Michael Pruitt, who is personally known to me or
has produced _____ as identification.




NOTARY PUBLIC

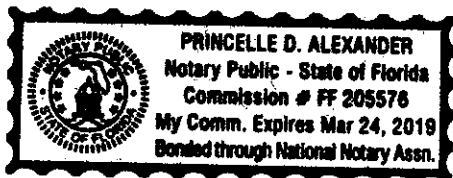
COMMISSION EXPIRES: 3-21-2017

Tanya Pruitt Herbert
Printed Name: T. Herbert
Sharon Herbert
Printed Name: Sharon Herbert

By: Tanya Pruitt Herbert
Tanya Pruitt Herbert

STATE OF FLORIDA)
COUNTY OF Brevard) ss.

The foregoing instrument was acknowledged before me this 04 day of
January, 2016 by Tanya Pruitt Herbert, who is personally known to me or
has produced known as identification.



Princesse D. Alexander
NOTARY PUBLIC Princesse D. Alexander 01/04/2016
COMMISSION EXPIRES: 03/24/2019

Debra L. Campos
Printed Name: Debra L. Campos

Debra L. Campos
Printed Name: Debra L. Campos

STATE OF FLORIDA)
COUNTY OF Brevard)ss.

The foregoing instrument was acknowledged before me this 5 day of February, 2015 by Lonnie K. Pruitt, who is personally known to me or has produced _____ as identification.



Lonnie K. Pruitt
By: Lonnie K. Pruitt
Lonnie K. Pruitt

Debra L. Campos
NOTARY PUBLIC

COMMISSION EXPIRES: 3-21-2017

Joined By:

SPCR Holdings, LLC,
a Florida Limited liability company

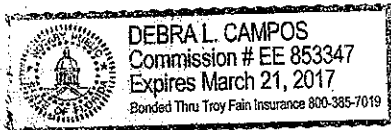
By: Aina M. Welsh

Debra L. Campos
Printed Name: Debra L. Campos

Dale A. DeHox
Printed Name: Dale A. DeHox

STATE OF FLORIDA)
COUNTY OF Brevard) ss.

The foregoing instrument was acknowledged before me this 26 day of November, 2014, by Aina M. Welsh, Manager of SPCR Holdings, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.



Debra L. Campos
NOTARY PUBLIC

COMMISSION EXPIRES: 3-21-2017

JOINDER AND CONSENT OF MORTGAGEE

Ray Ives, as assignee from Private Funding Specialists, Inc., being the owner and holder of that certain Mortgage dated November 20, 2008 and recorded in Official Records Book 5899, Page 1515, together with UCC-1 recorded in Official Records Book 5899, Page 1538; Assignment of Leases and Rents recorded in Official Records Book 5899, Page 1543, and modified in instrument recorded on July 8, 2010 in Official Records Book 6200, Page 1005, of the Public Records of Brevard County, Florida, as assigned by instrument recorded December 3, 2008 in Official Records Book 5900, Page 8336, of the Public Records of Brevard County, Florida ("Mortgage") does hereby approve, adopt, join and consent to the foregoing Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, a Condominium, and each exhibit attached thereto, and agrees that the lien of said Mortgage shall be subject to the provisions of said Declaration of Condominium; provided, however, notwithstanding anything contained herein to the contrary, this Consent shall not be deemed in any way to obligate Mortgagee to assume or perform any of the obligations of the Developer, as developer, under the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this instrument on this 5 day of OCTOBER, 2015.

Signed, sealed and delivered
in the presence of:

[Signature]
Signature of Witness

Steve Daniels
Printed Name

[Signature]
Signature of Witness

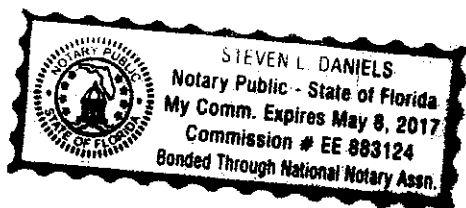
Alissa Guerra
Printed Name

[Signature]
Ray Ives

STATE OF FLORIDA
COUNTY OF _____

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this 5 day of OCTOBER, 2015 by Ray Ives, as _____ of _____,

who ☐ is personally known to me or ☒ has provided FL DR LC as identification.



[Signature]
Notary Public Steve Daniels

My commission expires:
(SEAL)

JOINDER AND CONSENT OF MORTGAGEE

Montreal LTD, a Florida limited partnership (the "Mortgagee"), being the owner and holder of that certain Mortgage recorded (dated February 3, 2004) in Official Records Book 5187, Page 3441, of the Public Records of Brevard County, Florida ("Mortgage") does hereby approve, adopt, join and consent to the foregoing Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, a Condominium, and each exhibit attached thereto, and agrees that the lien of said Mortgage shall be subject to the provisions of said Declaration of Condominium; provided, however, notwithstanding anything contained herein to the contrary, this Consent shall not be deemed in any way to obligate Mortgagee to assume or perform any of the obligations of the Developer, as developer, under the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this instrument on this 11th day of December, 2015

Signed, sealed and delivered
in the presence of:

[Signature]
Signature of Witness
Susanne Kyasnde
Printed Name

[Signature]
Signature of Witness
A. VAN CATTERTON, JR
Printed Name

Montreal LTD, a Florida limited
partnership

By: [Signature]
Its: H.J. Underill, General Partner

By: James H. Pruitt Real Estate Inc., a
Florida corporation as General Partner

By: _____
James Michael Pruitt, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this 11 day of DECEMBER, 2015 by H.J. Underill, as General Partner of Montreal LTD, a Florida limited partnership, who ☒ is personally known to me or ☐ has provided _____ as identification.

[Signature]
Notary Public

My commission expires:
(SEAL)





JOINDER AND CONSENT OF MORTGAGEE

Montreal LTD, a Florida limited partnership (the "Mortgagee"), being the owner and holder of that certain Mortgage recorded (dated February 3, 2004) in Official Records Book 5187, Page 3441, of the Public Records of Brevard County, Florida ("Mortgage") does hereby approve, adopt, join and consent to the foregoing Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, a Condominium, and each exhibit attached thereto, and agrees that the lien of said Mortgage shall be subject to the provisions of said Declaration of Condominium; provided, however, notwithstanding anything contained herein to the contrary, this Consent shall not be deemed in any way to obligate Mortgagee to assume or perform any of the obligations of the Developer, as developer, under the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this instrument on this 21 day of December, 2015.

Signed, sealed and delivered
in the presence of:


Signature of Witness
Debra L. Camp
Printed Name

Signature of Witness
Karen Wortman
Printed Name

Montreal LTD, a Florida limited
partnership

By: _____
Its: H.J. Underill, General Partner

By: James H. Pruitt Real Estate Inc., a
Florida corporation as General Partner

By: 
James Michael Pruitt, President

STATE OF FLORIDA
COUNTY OF _____

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this _____ day of _____, 2015 by H.J. Underill, as General Partner of Montreal LTD, a Florida limited partnership, who ☐ is personally known to me or ☐ has provided _____ as identification.

Notary Public

My commission expires:
(SEAL)

JOINDER AND CONSENT OF MORTGAGEE

PNC Bank, National Association as successor by merger to National City Bank, as successor by merger to Harbor Federal Savings Bank (the "Mortgagee"), being the owner and holder of that certain Mortgage dated February 3, 2006 and recorded in Official Records Book 5187, Page 3434, of the Public Records of Brevard County, Florida as amended and all of the Public Records of Brevard County, Florida (collectively, the "Mortgage") does hereby approve, adopt, join and consent to the foregoing Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, a Condominium, and each exhibit attached thereto, and agrees that the lien of said Mortgage shall be subject to the provisions of said Declaration of Condominium; provided, however, notwithstanding anything contained herein to the contrary, this Consent shall not be deemed in any way to obligate Mortgagee to assume or perform any of the obligations of the Developer, as developer, under the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this instrument on this 26 day of May, 2016.

Signed, sealed and delivered in the presence of:

Nicole R. Dyczek
Signature of Witness

Nicole R. Dyczek

Printed Name

Lorrie A. Isaac
Signature of Witness

Lorrie A. Isaac

Printed Name

PNC Bank a National Association

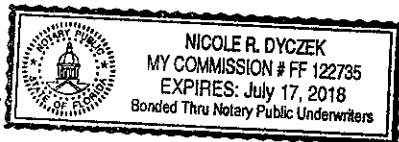
By: Christopher Buyer

Its: Vice President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this 26th day of May, 2016 by Vice President, as Christopher Buyer of PNC Bank, NA, who ☒ is personally known to me or ☐ has provided _____ as identification.



Nicole R. Dyczek
Notary Public

Nicole R. Dyczek

My commission expires:
(SEAL)

JOINDER AND CONSENT OF MORTGAGEE

PNC Bank, National Association as successor by merger to RBC, as successor by merger to Indian River National Bank (the "Mortgagee"), being the owner and holder of that certain Mortgage dated February 16, 2005 and recorded in Official Records Book 5422, Page 8317, of the Public Records of Brevard County, Florida, as amended and all of the Public Records of Brevard County, Florida (collectively, the "Mortgage") does hereby approve, adopt, join and consent to the foregoing Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, a Condominium, and each exhibit attached thereto, and agrees that the lien of said Mortgage shall be subject to the provisions of said Declaration of Condominium; provided, however, notwithstanding anything contained herein to the contrary, this Consent shall not be deemed in any way to obligate Mortgagee to assume or perform any of the obligations of the Developer, as developer, under the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this instrument on this 26 day of May, 2016.

Signed, sealed and delivered in the presence of:

Nicole R. Dyczek
Signature of Witness
Nicole R. Dyczek

Printed Name [Signature]

Signature of Witness
Larry A. Isaac

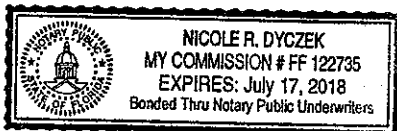
Printed Name

PNC Bank a National Association

By: [Signature]
Its: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this 26th day of May, 2016 by Christopher Guyer, as Vice President of PNC Bank, who ☒ is personally known to me or ☐ has provided _____ as identification.



Nicole R. Dyczek
Notary Public **Nicole R. Dyczek**

My commission expires:
(SEAL)

JOINDER AND CONSENT OF MORTGAGEE

PNC Bank, National Association as successor by merger to Indian River National Bank (the "Mortgagee"), being the owner and holder of that certain Mortgage dated June 22, 2006 and recorded in Official Records Book 5663, Page 2003, of the Public Records of Brevard County, Florida as amended, together with UCC-1 recorded in Official Records Book 5663, Page 2013, all of the Public Records of Brevard County, Florida (collectively the "Mortgage") does hereby approve, adopt, join and consent to the foregoing Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, a Condominium, and each exhibit attached thereto, and agrees that the lien of said Mortgage shall be subject to the provisions of said Declaration of Condominium; provided, however, notwithstanding anything contained herein to the contrary, this Consent shall not be deemed in any way to obligate Mortgagee to assume or perform any of the obligations of the Developer, as developer, under the foregoing Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this instrument on this 26 day of May, 2016.

Signed, sealed and delivered in the presence of:

Nicole R. Dyczek
Signature of Witness

Nicole R. Dyczek

Printed Name

Lorie A. Isaac
Signature of Witness

Lorie A. Isaac

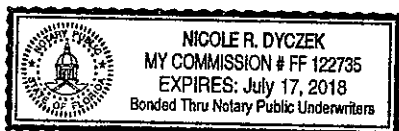
Printed Name

PNC Bank a National Association

By: Christopher Guyer
Its: Vice President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing Joinder and Consent of Mortgagee was acknowledged before me this 26th day of May, 2016 by Christopher Guyer as Vice President of PNC Bank, NA, who ☒ is personally known to me or ☐ has provided _____ as identification.



Nicole R. Dyczek
Notary Public

Nicole R. Dyczek

My commission expires:
(SEAL)

EXHIBIT "A" TO THE
DECLARATION OF CONDOMINIUM OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

LEGAL DESCRIPTION

LEGAL DESCRIPTION

EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

LEGAL DESCRIPTION: CONDOMINIUM BOUNDARY (BY SURVEYOR)

Part of lands described in O.R. Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of lots 29-31,35-38 and lot 60, Indian River Groves and Gardens, as recorded in Plat Book 6, Page 87, of the said Public Records, together with vacated road Right-of-way, as recorded in O.R. Book 2799, Page 0749 of the said Public Records, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Beginning at the Northeast corner of Tract C, Magnolia Lakes Phase One, according to the Plat thereof, as recorded in Plat Book 43, Pages 60-61, of the said Public Records, said point being on the South line of Eagle Harbor, according to the Plat thereof, as recorded in Plat Book 52, Pages 17-20, of the said Public Records, said point being the POINT-OF-BEGINNING; thence South $89^{\circ}43'42''$ East along the said South line, a distance of 643.26 Feet to the North Right-of-way line of Eau Gallie Boulevard; thence run along the said North Right-of-way line for the following eight calls: South $39^{\circ}15'31''$ West, a distance of 390.03 Feet; thence North $50^{\circ}44'29''$ West, a distance of 12.00 Feet; thence South $39^{\circ}15'31''$ West, a distance of 91.15 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,799.18 Feet, and a central angle of $04^{\circ}40'10''$; thence Southwesterly along the arc of said curve an arc distance of 228.12 Feet; thence South $46^{\circ}04'19''$ East, a distance of 12.00 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,811.18 Feet, and a central angle of $07^{\circ}17'50''$; thence from a tangent bearing of South $43^{\circ}55'41''$ West, run Southwesterly along the arc of said curve an arc distance of 358.04 Feet; thence North $38^{\circ}46'29''$ West, a distance of 12.00 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,799.18 Feet, and a central angle of $05^{\circ}32'32''$; thence from a tangent bearing of South $51^{\circ}13'31''$ West, run Southwesterly along the arc of said curve an arc distance of 270.76 Feet; thence leaving North Right-of-way line of Eau Gallie Boulevard run North $33^{\circ}12'49''$ West, a distance of 438.33 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,360.85 Feet, and a central angle of $05^{\circ}43'41''$; thence from a tangent bearing of South $57^{\circ}26'52''$ West, run Southwesterly along the arc of said curve an arc distance of 236.03 Feet to the East Right-of-way line of Trent House Drive; thence North $26^{\circ}17'40''$ West along said East Right-of-way line, a distance of 49.68 Feet to the South line of said Magnolia Lakes Phase One said point being the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $23^{\circ}12'27''$; thence from a tangent bearing of North $62^{\circ}27'58''$ East, run Northeasterly along the said South line of Magnolia Lakes Phase One and the arc of said curve an arc distance of 936.13 Feet; thence North $39^{\circ}15'31''$ East along the said South line, a distance of 76.47 Feet to the POINT-OF-BEGINNING.

Containing 12.286 Acres of land more or less.

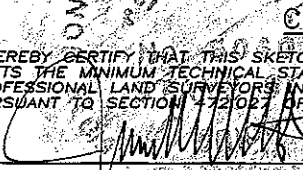

DRAWING NO: A13-0017		DRAWING NAME: 13-102-CONDO_DOC.DWG		EXHIBIT A	SHEET 1 OF 1
SCALE: 1"=120'		DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102	
REVISIONS	A.				
	B.				
	C.				
CERTIFICATION I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021 OF THE FLORIDA STATUTES.  JONATHAN M. MOTT, P.L.S. SIGNING DATE: 05/09/16				THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. Chicago Title Insurance Company, Fidelity National Title Insurance Company, Eau Gallie Boulevard Commercial Condominium Association, Inc., and Eau Gallie Boulevard Commercial Condominium #8 Association, Inc., Bankfirst Realty, Inc. and Eau Gallie Boulevard Development, LLC, a Florida limited liability company, Arnstein & Lehr, LLP and Krasny and Dettmer	
 WILLIAM MOTT LAND SURVEYING INC. BAYMEADOWS COMMERCIAL CENTER 3716 NORTH WICKHAM ROAD, SUITE 3 MELBOURNE, FLORIDA, 32935-2338 PHONE (321) 751-4444				LICENSED BUSINESS "3608"	

EXHIBIT "B" TO THE
DECLARATION OF CONDOMINIUM OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION

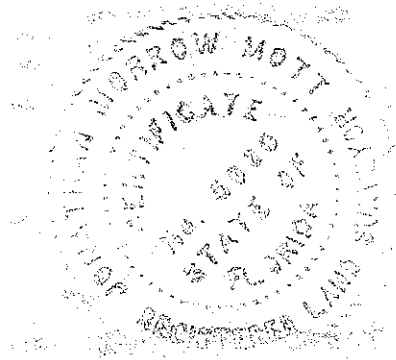
SURVEYOR'S CERTIFICATE

EAU GALLIE BOULEVARD
COMMERCIAL CONDOMINIUM

Certificate of Surveyor

I, Jonathan M. Mott, of Brevard County, Florida, do hereby certify that I am a Registered Land Surveyor, Certificate # 5060 authorized and licensed to practice in the state of Florida, and that there exists improvements on Units One, Five, Six, Seven and Eight of EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM, A COMMERCIAL CONDOMINIUM which are substantially complete and the attached survey, plot plan, and graphic description, together with the provisions of the declaration of condominium describing the condominium property, present an accurate representation of the location and dimensions of the Units and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

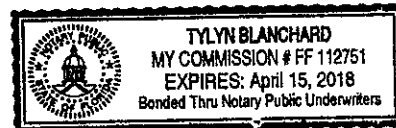
In witness whereof, I have hereto set my hand and official seal, this 10th day of May 2016. A.D.



Jonathan M. Mott, PLS
State of Florida No. 5060

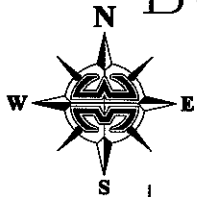
This foregoing instrument was acknowledged before me this 10th day of May, 2016 by Jonathan M. Mott, who is personally known and who did take an oath.

Tylyn Blanchard
Notary Public - State of Florida
My Commission Expires April 15, 2018
My Commission No. Is: FF 112751

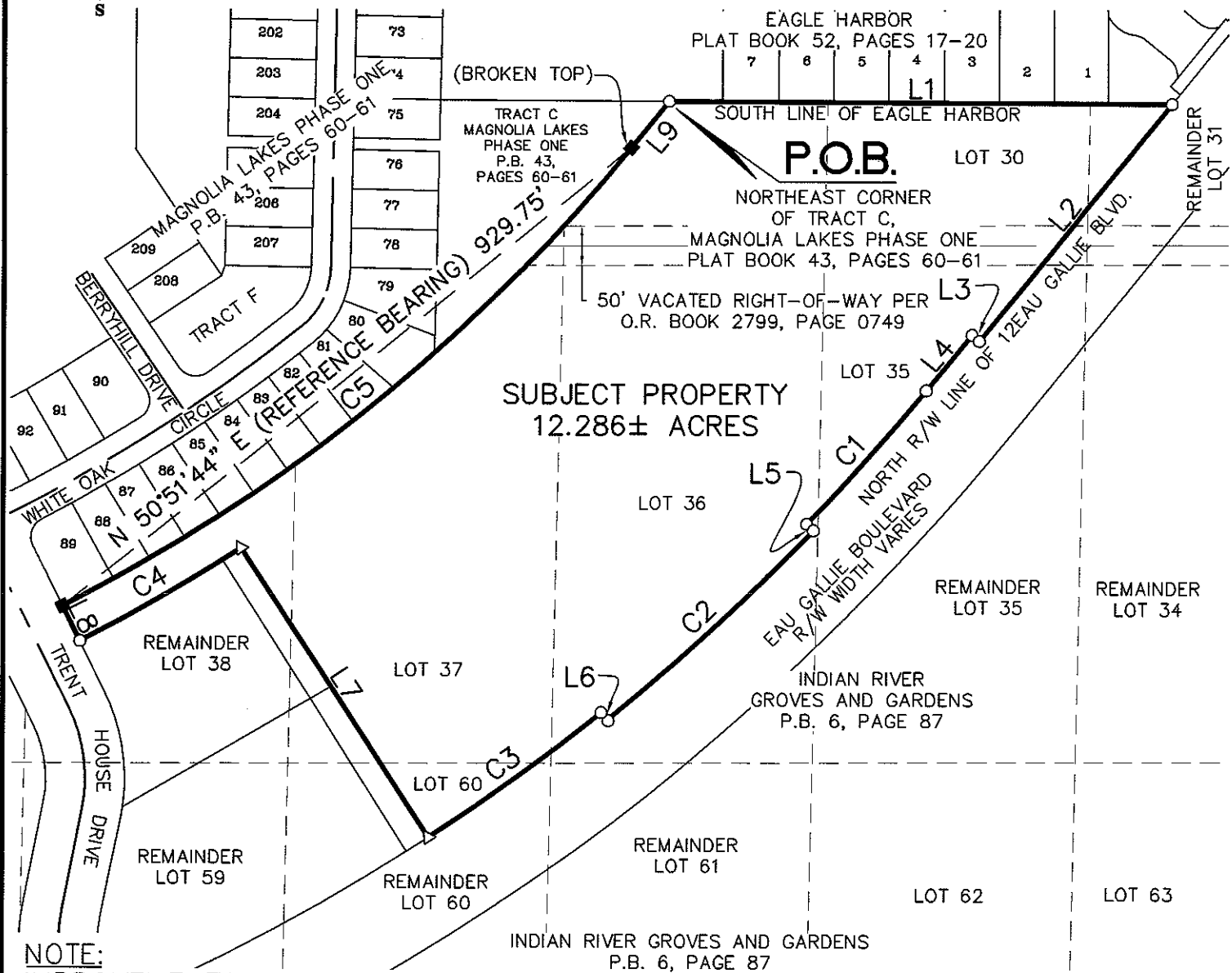


DRAWING NO: A13-0017		DRAWING NAME: 13-102-CONDO_DOC.DWG		EXHIBIT B	SHEET 1 OF 36
SCALE: N/A		DWN BY: T.B.	CHD BY: J.M.M.	PROJECT # 213-0102	
REVISIONS	A.				
	B.				
	C.				
STATE OF FLORIDA CERTIFICATION I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.007 OF THE FLORIDA STATUTES.				THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST HAVE THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY THIS FIRM. Chicago Title Insurance Company, Fidelity National Title Insurance Company, Eau Gallie Boulevard Commercial Condominium Association, Inc., and Eau Gallie Boulevard Commercial Condominium #8 Association, Inc., Bankfirst Realty, Inc. and Eau Gallie Boulevard Development, LLC, a Florida limited liability company, Arnstein & Lehr, LLP and Krasny and Dettmer	
SIGNING DATE: 05/10/16		JONATHAN M. MOTT, P.L.S.		WILLIAM MOTT LAND SURVEYING INC. BAYMEADOWS COMMERCIAL CENTER 3716 NORTH WICKHAM ROAD, SUITE 3 MELBOURNE, FLORIDA, 32935-2338 PHONE (321) 751-4444 LICENSED BUSINESS "3608"	

BOUNDARY SURVEY



EAU GALLIE BOULEVARD
COMMERCIAL CONDOMINIUM



DRAWING NO: A13-0017 DRAWING NAME: 13-102-CONDO_DOC.DWG
SCALE: 1"=200' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

EXHIBIT B SHEET 2 OF 36

REVISIONS	A.
	B.
	C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

BOUNDARY SURVEY

EAU GALLIE BOULEVARD
COMMERCIAL CONDOMINIUM

SEE SHEET 1 FOR BOUNDARY SURVEY
SEE EXHIBIT A FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR EASEMENTS

SURVEYOR'S NOTES:

1. Easements and Rights-of-Way shown hereon except as called for by the Plat only include those provided to the surveyor. The surveyor has made no search of the Public Records for such.
2. Only open and notorious evidence of easements and Right-of-Way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.
3. Bearings hereon are referred to an assumed value of N 50°51'44" E for the chord between PRM's said bearing is identical with the Plat of record.
4. Type of survey: Boundary
5. This property is located in Federal Flood Zone X, areas determined to be outside the 500 year flood plain, as shown on Flood Insurance Rate Map Community No. 125092, Panel 0453, Suffix E, effective date April 3, 1989.
6. Use only property corners for construction of fences and other improvements.

LINE TABLE		
LINE	LENGTH	BEARING
L1	643.26'	S 89°43'42" E
L2	390.03'	S 39°15'31" W
L3	12.00'	N 50°44'29" W
L4	91.15'	S 39°15'31" W
L5	12.00'	S 46°04'19" E
L6	12.00'	N 38°46'29" W
L7	438.33'	N 33°12'49" W
L8	49.68'	S 26°17'40" E
L9	76.47'	N 39°15'31" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2799.18'	4°40'10"	228.12'	228.06'	N 41°35'36" E
C2	2811.18'	7°17'50"	358.04'	357.80'	N 47°34'36" E
C3	2799.18'	5°32'32"	270.76'	270.65'	N 53°59'47" E
C4	2360.85'	5°43'41"	236.03'	235.93'	N 59°37'41" E
C5	2311.18'	23°12'27"	936.13'	929.75'	N 50°51'44" E

LEGEND:

		C.B.S. = CONCRETE BLOCK STRUCTURE
R/W	= RIGHT-OF-WAY	
POB	= POINT-OF-BEGINNING	
POC	= POINT-OF-COMMENCEMENT	
EL	= ELEVATION	
O.R.	= OFFICIAL RECORDS	
EOP	= EDGE OF PAVEMENT	
ESMT.	= EASEMENT	
NTS	= NOT TO SCALE	▲ = NAIL & DISK FOUND
TYP	= TYPICAL	△ = NAIL & DISK MARKED "LB 3608" SET
D	= DELTA	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM (1929)
R	= RADIUS	
A	= ARC	
T	= TANGENT	▨ = CONCRETE SIDEWALK
CH	= CHORD	
PCP	= PERMANENT CONTROL POINT	
PRM	= PERMANENT REFERENCE MONUMENT	
COMM.	= COMMERCIAL	
SC&G	= 0.5' STANDARD CURB & GUTTER	
▨	= COVERED AREA	
---	= CENTERLINE	
----	= PROPERTY LINE	
●	= IRON MARKER FOUND	
○	= 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET	
■	= 4"x4" CONCRETE MONUMENT FOUND "PRM PLS 5060"	
□	= 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET	

DRAWING NO: A13-0017 DRAWING NAME: 13-102-CONDO_DOC.DWG
SCALE: 1"=120' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

EXHIBIT B SHEET 3 OF 36

REVISIONS

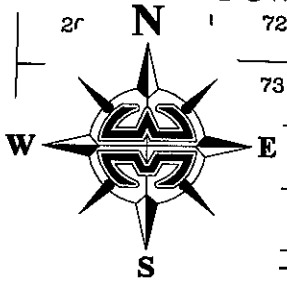
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

PLOT PLAN

EAU GALLIE BOULEVARD
COMMERCIAL CONDOMINIUM



UNIT	ADDRESS
UNIT ONE	3932 W. EAU GALLIE BLVD.
UNIT TWO	3922 W. EAU GALLIE BLVD.
UNIT THREE	3912 W. EAU GALLIE BLVD.
UNIT FOUR	3902 W. EAU GALLIE BLVD.
UNIT FIVE	3942 W. EAU GALLIE BLVD.
UNIT SIX	3952 W. EAU GALLIE BLVD.
UNIT SEVEN	3962 W. EAU GALLIE BLVD.
UNIT EIGHT	3972 W. EAU GALLIE BLVD.
UNIT NINE	3982 W. EAU GALLIE BLVD.
UNIT TEN	3992 W. EAU GALLIE BLVD.
UNIT ELEVEN	4002 W. EAU GALLIE BLVD.
UNIT TWELVE	4012 W. EAU GALLIE BLVD.
UNIT THIRTEEN	4022 W. EAU GALLIE BLVD.
UNIT FOURTEEN	4032 W. EAU GALLIE BLVD.
UNIT FIFTEEN	4042 W. EAU GALLIE BLVD.

DRAWING NO: A13-0017 DRAWING NAME: 13-102-CONDO_DOC.DWG
SCALE: 1"=160' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

EXHIBIT B SHEET 4 OF 36

REVISIONS	A.
	B.
	C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

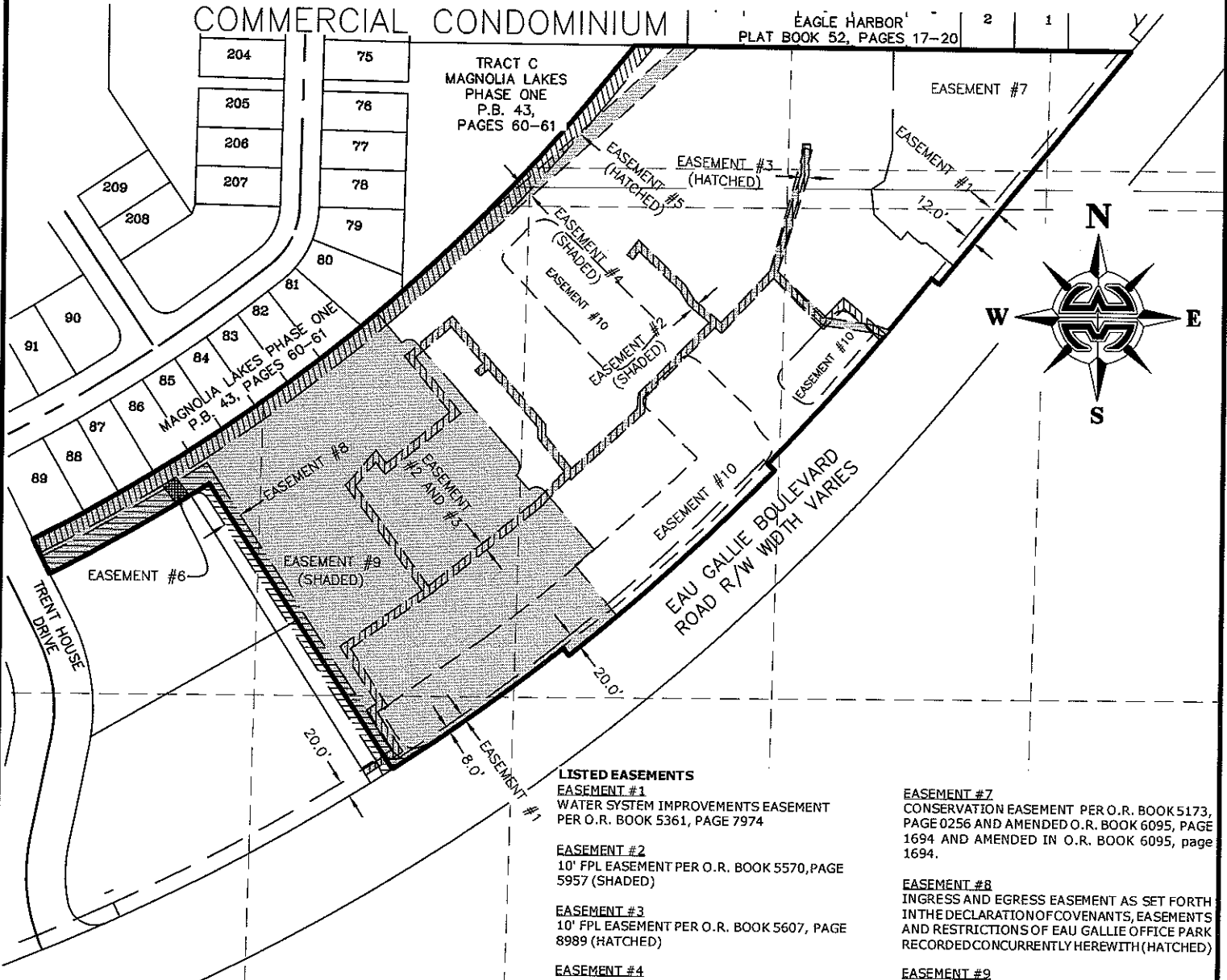
SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

EASEMENT DETAIL

EAU GALLIE BOULEVARD
COMMERCIAL CONDOMINIUM

EAGLE HARBOR
PLAT BOOK 52, PAGES 17-20

TRACT C
MAGNOLIA LAKES
PHASE ONE
P.B. 43,
PAGES 60-61



LISTED EASEMENTS

EASEMENT #1
WATER SYSTEM IMPROVEMENTS EASEMENT
PER O.R. BOOK 5361, PAGE 7974

EASEMENT #2
10' FPL EASEMENT PER O.R. BOOK 5570, PAGE
5957 (SHADED)

EASEMENT #3
10' FPL EASEMENT PER O.R. BOOK 5607, PAGE
8989 (HATCHED)

EASEMENT #4
20' WIDE SEWER SYSTEM IMPROVEMENTS
EASEMENT PER O.R. BOOK 5361, PAGE 7970
(SHADED)

EASEMENT #5
20' UTILITY EASEMENT (EASEMENT 3) PER O.R.
BOOK 3699, PAGE 0504 (HATCHED)

EASEMENT #6
SEWER EASEMENT PER O.R. BOOK 5801, page
9605

EASEMENT #7
CONSERVATION EASEMENT PER O.R. BOOK 5173,
PAGE 0256 AND AMENDED O.R. BOOK 6095, PAGE
1694 AND AMENDED IN O.R. BOOK 6095, page
1694.

EASEMENT #8
INGRESS AND EGRESS EASEMENT AS SET FORTH
IN THE DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS OF EAU GALLIE OFFICE PARK
RECORDED CONCURRENTLY HERewith (HATCHED)

EASEMENT #9
EASEMENT RECORDED IN O.R. BOOK 5187, 3427.
(BLANKET EASEMENT OVER WEST HALF OF
PROPERTY; SHADED)

EASEMENT #10
DRAINAGE AND RETENTION EASEMENT PER O.R.
BOOK 5801, PAGE 9579. (BLANKET EASEMENT
OVER PONDS TO BENEFIT "RESTAURANT
PARCELS")

DRAWING NO: A13-0017 DRAWING NAME: 13-102-CONDO_DOC.DWG
SCALE: 1"=200' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

EXHIBIT B SHEET 5 OF 36

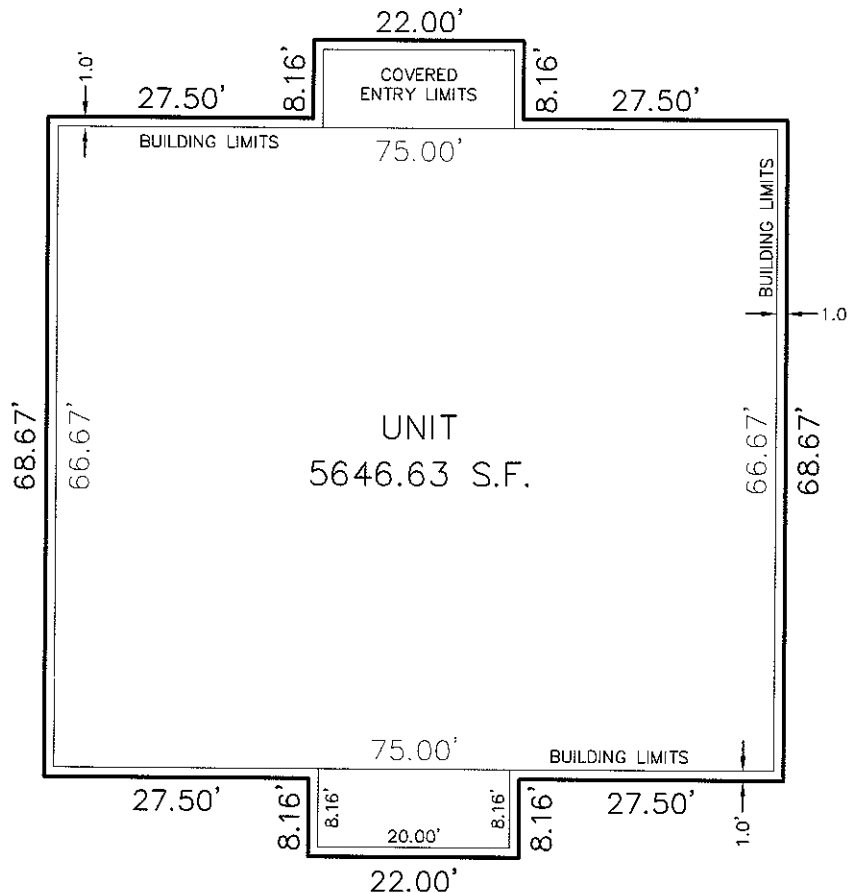
REVISIONS	A.
	B.
	C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

UNIT DIMENSION PLAN

EAU GALLIE BOULEVARD
COMMERCIAL CONDOMINIUM



TYPICAL UNIT DIMENSIONS
UNITS 1 THROUGH 15

UNIT HEIGHT= 31± FEET

5646.63± SQUARE FEET (S.F.)

DRAWING NO: A13-0017 DRAWING NAME: 13-102-CONDO_DOC.DWG
SCALE: 1"=20' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

EXHIBIT B SHEET 6 OF 36

REVISIONS
A. UNIT HEIGHT ADDED 07/24/14
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT ONE (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 29, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South 89°43'42" East along the Easterly extension of the North line of said Tract C, a distance of 95.88 Feet; thence leaving said line run South 00°16'18" West, a distance of 60.59 Feet to the POINT-OF-BEGINNING; thence South 89°43'47" East, a distance of 27.50 Feet; thence North 00°16'13" East, a distance of 8.16 Feet; thence South 89°43'47" East, a distance of 22.00 Feet; thence South 00°16'13" West, a distance of 8.16 Feet; thence South 89°43'47" East, a distance of 27.50 Feet; thence South 00°16'13" West, a distance of 68.67 Feet; thence North 89°43'47" West, a distance of 27.50 Feet; thence South 00°16'13" West, a distance of 8.16 Feet; thence North 89°43'47" West, a distance of 22.00 Feet; thence North 00°16'13" East, a distance of 8.16 Feet; thence North 89°43'47" West, a distance of 27.50 Feet; thence North 00°16'13" East, a distance of 68.67 Feet to the POINT-OF-BEGINNING. Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SK-BLDG 3932.DWG		
SCALE: 1"=60'	DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 7 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)

P.O.C.

NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61

LANDS DESCRIBED IN
DEED BOOK 432, PAGE 429

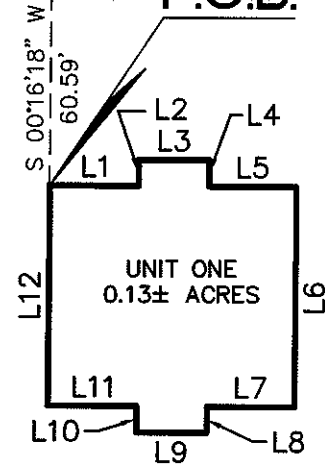
P.O.B.

TRACT C
MAGNOLIA LAKES PHASE ONE
P.B. 43, PAGES 60-61

S 89°43'42" E
95.88'

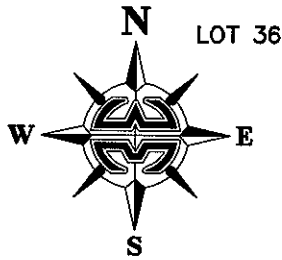
20' UTILITY EASEMENT PER
O.R. BOOK 3699, PAGE 0504

LOT 29



50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

LOT 37



LINE TABLE		
LINE	LENGTH	BEARING
L1	27.50'	S 89°43'47" E
L2	8.16'	N 00°16'13" E
L3	22.00'	S 89°43'47" E
L4	8.16'	S 00°16'13" W
L5	27.50'	S 89°43'47" E
L6	68.67'	S 00°16'13" W
L7	27.50'	N 89°43'47" W
L8	8.16'	S 00°16'13" W
L9	22.00'	N 89°43'47" W
L10	8.16'	N 00°16'13" E
L11	27.50'	N 89°43'47" W
L12	68.67'	N 00°16'13" E

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=20' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SK-BLDG 3932.DWG

SHEET 8 OF 36

SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

REVISIONS	
A.	
B.	
C.	

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT TWO (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 30, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South 89°43'42" East along the Easterly extension of the North line of said Tract C, a distance of 239.01 Feet; thence leaving said line run South 00°16'18" West, a distance of 57.72 Feet to the POINT-OF-BEGINNING; thence South 89°43'47" East, a distance of 27.50 Feet; thence North 00°16'13" East, a distance of 8.16 Feet; thence South 89°43'47" East, a distance of 22.00 Feet; thence South 00°16'13" West, a distance of 8.16 Feet; thence South 89°43'47" East, a distance of 27.50 Feet; thence South 00°16'13" West, a distance of 68.67 Feet; thence North 89°43'47" West, a distance of 27.50 Feet; thence South 00°16'13" West, a distance of 8.16 Feet; thence North 89°43'47" West, a distance of 22.00 Feet; thence North 00°16'13" East, a distance of 8.16 Feet; thence North 89°43'47" West, a distance of 27.50 Feet; thence North 00°16'13" East, a distance of 68.67 Feet to the POINT-OF-BEGINNING. Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3922
SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 9 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)

P.O.C.

NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61

LANDS DESCRIBED IN
DEED BOOK 432, PAGE 429

S 89°43'42" E
239.01'

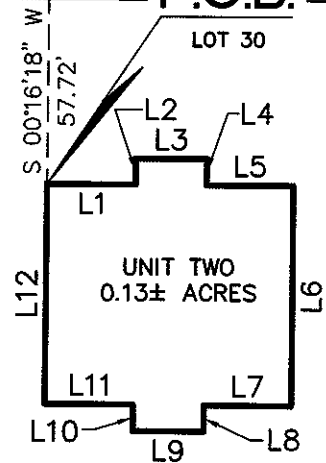
TRACT C
MAGNOLIA LAKES
PHASE ONE
P.B. 43,
PAGES 60-61

20' UTILITY EASEMENT PER
O.R. BOOK 369, PAGE 0504

LOT 29

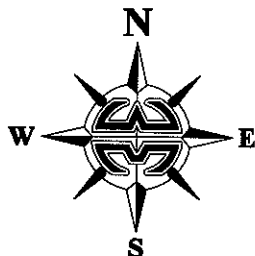
P.O.B.

LOT 30



50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

LOT 36



LINE TABLE		
LINE	LENGTH	BEARING
L1	27.50'	S 89°43'47" E
L2	8.16'	N 00°16'13" E
L3	22.00'	S 89°43'47" E
L4	8.16'	S 00°16'13" W
L5	27.50'	S 89°43'47" E
L6	68.67'	S 00°16'13" W
L7	27.50'	N 89°43'47" W
L8	8.16'	S 00°16'13" W
L9	22.00'	N 89°43'47" W
L10	8.16'	N 00°16'13" E
L11	27.50'	N 89°43'47" W
L12	68.67'	N 00°16'13" E

LOT 35

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3922
SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 10 OF 36

REVISIONS
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)

LEGAL DESCRIPTION: UNIT THREE (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 35, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, together with a portion of vacated road Right-of-Way, as recorded in O.R. Book 2799, Page 0749 of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South 39°15'31" West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet; thence leaving said South line run South 54°30'29" East, a distance of 345.84 Feet to the POINT-OF-BEGINNING; thence North 42°58'46" East, a distance of 27.50 Feet; thence North 47°01'14" West, a distance of 8.16 Feet; thence North 42°58'46" East, a distance of 22.00 Feet; thence South 47°01'14" East, a distance of 8.16 Feet; thence North 42°58'46" East, a distance of 27.50 Feet; thence South 47°01'14" East, a distance of 68.67 Feet; thence South 42°58'46" West, a distance of 27.50 Feet; thence South 47°01'14" East, a distance of 8.16 Feet; thence South 42°58'46" West, a distance of 22.00 Feet; thence North 47°01'14" West, a distance of 8.16 Feet; thence South 42°58'46" West, a distance of 27.50 Feet; thence North 47°01'14" West, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.130 Acres of land more or less. 5,646.63 Square Feet

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3912

SHEET 11 OF 36

SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

REVISIONS
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)

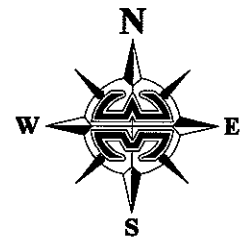
P.O.C.

NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61

LANDS DESCRIBED IN
DEED BOOK 432, PAGE 429

TRACT C
MAGNOLIA LAKES
PHASE ONE
P.B. 43,
PAGES 60-61

LOT 30



LOT 29

20' UTILITY EASEMENT PER
O.R. BOOK 3699, PAGE 0504
N 54°30'29" W

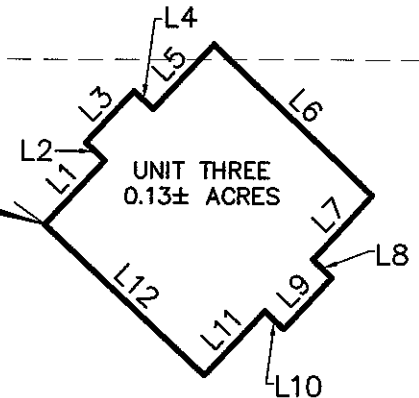
50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

345.84'

P.O.B.

LOT 36

LINE TABLE		
LINE	LENGTH	BEARING
L1	27.50'	N 42°58'46" E
L2	8.16'	N 47°01'14" W
L3	22.00'	N 42°58'46" E
L4	8.16'	S 47°01'14" E
L5	27.50'	N 42°58'46" E
L6	68.67'	S 47°01'14" E
L7	27.50'	S 42°58'46" W
L8	8.16'	S 47°01'14" E
L9	22.00'	S 42°58'46" W
L10	8.16'	N 47°01'14" W
L11	27.50'	S 42°58'46" W
L12	68.67'	N 47°01'14" W



LOT 35

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3912

SHEET 12 OF 36

SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

REVISIONS	A.
B.	
C.	

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)

LEGAL DESCRIPTION: UNIT FOUR (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 35 and Lot 36, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $01^{\circ}04'48''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 43.56 Feet; thence South $49^{\circ}39'39''$ East, a distance of 331.66 Feet to the POINT-OF-BEGINNING; thence South $47^{\circ}01'24''$ East, a distance of 27.50 Feet; thence North $42^{\circ}58'36''$ East, a distance of 8.16 Feet; thence South $47^{\circ}01'24''$ East, a distance of 22.00 Feet; thence South $42^{\circ}58'36''$ West, a distance of 8.16 Feet; thence South $47^{\circ}01'24''$ East, a distance of 27.50 Feet; thence South $42^{\circ}58'36''$ West, a distance of 68.67 Feet; thence North $47^{\circ}01'24''$ West, a distance of 27.50 Feet; thence South $42^{\circ}58'36''$ West, a distance of 8.16 Feet; thence North $47^{\circ}01'24''$ West, a distance of 22.00 Feet; thence North $42^{\circ}58'36''$ East, a distance of 8.16 Feet; thence North $47^{\circ}01'24''$ West, a distance of 27.50 Feet; thence North $42^{\circ}58'36''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SKETCH-BLDG 3902
SCALE: 1"=60'	DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 13 OF 36

REVISIONS	A.
	B.
	C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)

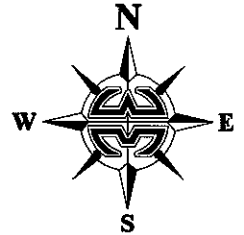
TRACT C
MAGNOLIA LAKES
PHASE ONE
P.B. 43, PAGES 60-61

P.O.C.

NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61

LOT 29

LOT 30



L1
C1
20' UTILITY EASEMENT PER
O.R. BOOK 3699, PAGE 0504
S 49°39'39" E

50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

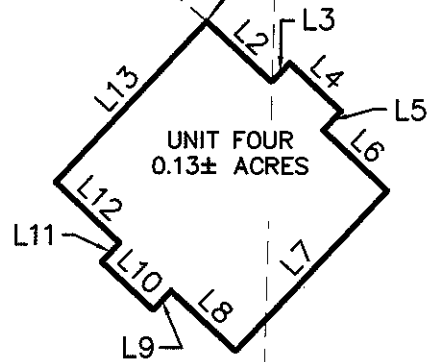
LINE TABLE		
LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 47°01'24" E
L3	8.16'	N 42°58'36" E
L4	22.00'	S 47°01'24" E
L5	8.16'	S 42°58'36" W
L6	27.50'	S 47°01'24" E
L7	68.67'	S 42°58'36" W
L8	27.50'	N 47°01'24" W
L9	8.16'	S 42°58'36" W
L10	22.00'	N 47°01'24" W
L11	8.16'	N 42°58'36" E
L12	27.50'	N 47°01'24" W
L13	68.67'	N 42°58'36" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	1°04'48"	43.56'	43.56'	S 39°47'55" W

P.O.B.

LOT 36

LOT 35



LOT 37

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3902
SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 14 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT FIVE (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 36, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, together with a portion of vacated road Right-of-Way, as recorded in O.R. Book 2799, Page 0749 of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $00^{\circ}54'37''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 36.72 Feet; thence South $49^{\circ}49'52''$ East, a distance of 172.29 Feet to the POINT-OF-BEGINNING; thence South $47^{\circ}01'05''$ East, a distance of 27.50 Feet; thence North $42^{\circ}58'55''$ East, a distance of 8.16 Feet; thence South $47^{\circ}01'05''$ East, a distance of 22.00 Feet; thence South $42^{\circ}58'55''$ West, a distance of 8.16 Feet; thence South $47^{\circ}01'05''$ East, a distance of 27.50 Feet; thence South $42^{\circ}58'55''$ West, a distance of 68.67 Feet; thence North $47^{\circ}01'05''$ West, a distance of 27.50 Feet; thence South $42^{\circ}58'55''$ West, a distance of 8.16 Feet; thence North $47^{\circ}01'05''$ West, a distance of 22.00 Feet; thence North $42^{\circ}58'55''$ East, a distance of 8.16 Feet; thence North $47^{\circ}01'05''$ West, a distance of 27.50 Feet; thence North $42^{\circ}58'55''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SK-BLDG 3942.DWG

SHEET 15 OF 36

SCALE: 1"=60' DWN.BY: D.D.G. CHD.BY: J.M.M. PROJECT # 213-0102

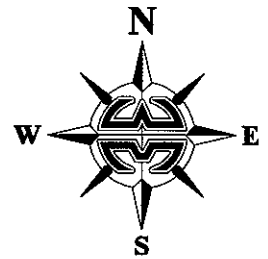
REVISIONS	A.
	B.
	C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)



P.O.C.
NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61

LINE TABLE		
LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 47°01'05" E
L3	8.16'	N 42°58'55" E
L4	22.00'	S 47°01'05" E
L5	8.16'	S 42°58'55" W
L6	27.50'	S 47°01'05" E
L7	68.67'	S 42°58'55" W
L8	27.50'	N 47°01'05" W
L9	8.16'	S 42°58'55" W
L10	22.00'	N 47°01'05" W
L11	8.16'	N 42°58'55" E
L12	27.50'	N 47°01'05" W
L13	68.67'	N 42°58'55" E

TRACT C
MAGNOLIA LAKES PHASE ONE
P.B. 43, PAGES 60-61

LOT 29

P.O.B.

50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

20' UTILITY EASEMENT PER
O.R. BOOK 3699, PAGE 0504
172.29'
S 49°49'52" E

LOT 36

LOT 37

UNIT FIVE
0.13± ACRES

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	0°54'37"	36.72'	36.72'	S 39°42'49" W

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SK-BLDG 3942.DWG
SCALE: 1"=60' DWN.BY: D.D.G. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 16 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT SIX (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 29 and Lot 36, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, together with a portion of vacated road Right-of-Way, as recorded in O.R. Book 2799, Page 0749 of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $00^{\circ}48'16''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 32.45 Feet; thence South $49^{\circ}56'13''$ East, a distance of 82.40 Feet to the POINT-OF-BEGINNING; thence South $47^{\circ}01'05''$ East, a distance of 27.50 Feet; thence North $42^{\circ}58'55''$ East, a distance of 8.16 Feet; thence South $47^{\circ}01'05''$ East, a distance of 22.00 Feet; thence South $42^{\circ}58'55''$ West, a distance of 8.16 Feet; thence South $47^{\circ}01'05''$ East, a distance of 27.50 Feet; thence South $42^{\circ}58'55''$ West, a distance of 68.67 Feet; thence North $47^{\circ}01'05''$ West, a distance of 27.50 Feet; thence South $42^{\circ}58'55''$ West, a distance of 8.16 Feet; thence North $47^{\circ}01'05''$ West, a distance of 22.00 Feet; thence North $42^{\circ}58'55''$ East, a distance of 8.16 Feet; thence North $47^{\circ}01'05''$ West, a distance of 27.50 Feet; thence North $42^{\circ}58'55''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SK-BLDG 3952.DWG		
SCALE: 1"=60'	DWN.BY: D.D.G.	CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 17 OF 39

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LINE TABLE		
LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 47°01'05" E
L3	8.16'	N 42°58'55" E
L4	22.00'	S 47°01'05" E
L5	8.16'	S 42°58'55" W
L6	27.50'	S 47°01'05" E
L7	68.67'	S 42°58'55" W
L8	27.50'	N 47°01'05" W
L9	8.16'	S 42°58'55" W
L10	22.00'	N 47°01'05" W
L11	8.16'	N 42°58'55" E
L12	27.50'	N 47°01'05" W
L13	68.67'	N 42°58'55" E

P.O.C.
NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61

P.O.B.

LOT 29

TRACT C
MAGNOLIA LAKES PHASE ONE
P.B. 43, PAGES 60-61

LOT 36

LOT 37

UNIT SIX
0.13± ACRES
50' VACATED
RIGHT-OF-WAY PER
O.R. BOOK 2799,
PAGE 0749

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	0°48'16"	32.45'	32.45'	S 39°39'39" W

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SK-BLDG 3952.DWG
SCALE: 1"=60' DWN.BY: D.D.G. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 18 OF 36

REVISIONS

a.
b.
c.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT SEVEN (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 36 and 37, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $06^{\circ}31'21''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 263.10 Feet; thence South $44^{\circ}13'08''$ East, a distance of 80.30 Feet to the POINT-OF-BEGINNING; thence South $43^{\circ}22'42''$ East, a distance of 27.50 Feet; thence North $46^{\circ}37'18''$ East, a distance of 8.16 Feet; thence South $43^{\circ}22'42''$ East, a distance of 22.00 Feet; thence South $46^{\circ}37'18''$ West, a distance of 8.16 Feet; thence South $43^{\circ}22'42''$ East, a distance of 27.50 Feet; thence South $46^{\circ}37'18''$ West, a distance of 68.67 Feet; thence North $43^{\circ}22'42''$ West, a distance of 27.50 Feet; thence South $46^{\circ}37'18''$ West, a distance of 8.16 Feet; thence North $43^{\circ}22'42''$ West, a distance of 22.00 Feet; thence North $46^{\circ}37'18''$ East, a distance of 8.16 Feet; thence North $43^{\circ}22'42''$ West, a distance of 27.50 Feet; thence North $46^{\circ}37'18''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3962.DWG

SHEET 19 OF 36

SCALE: 1"=60' DWN.BY: E.A.W. CHD.BY: J.M.M. PROJECT # 213-0102

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

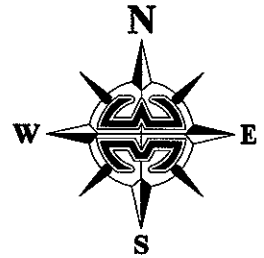
SKETCH OF LEGAL

(NOT A SURVEY)

LINE TABLE		
LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 47°01'05" E
L3	8.16'	N 42°58'55" E
L4	22.00'	S 47°01'05" E
L5	8.16'	S 42°58'55" W
L6	27.50'	S 47°01'05" E
L7	68.67'	S 42°58'55" W
L8	27.50'	N 47°01'05" W
L9	8.16'	S 42°58'55" W
L10	22.00'	N 47°01'05" W
L11	8.16'	N 42°58'55" E
L12	27.50'	N 47°01'05" W
L13	68.67'	N 42°58'55" E

P.O.C.

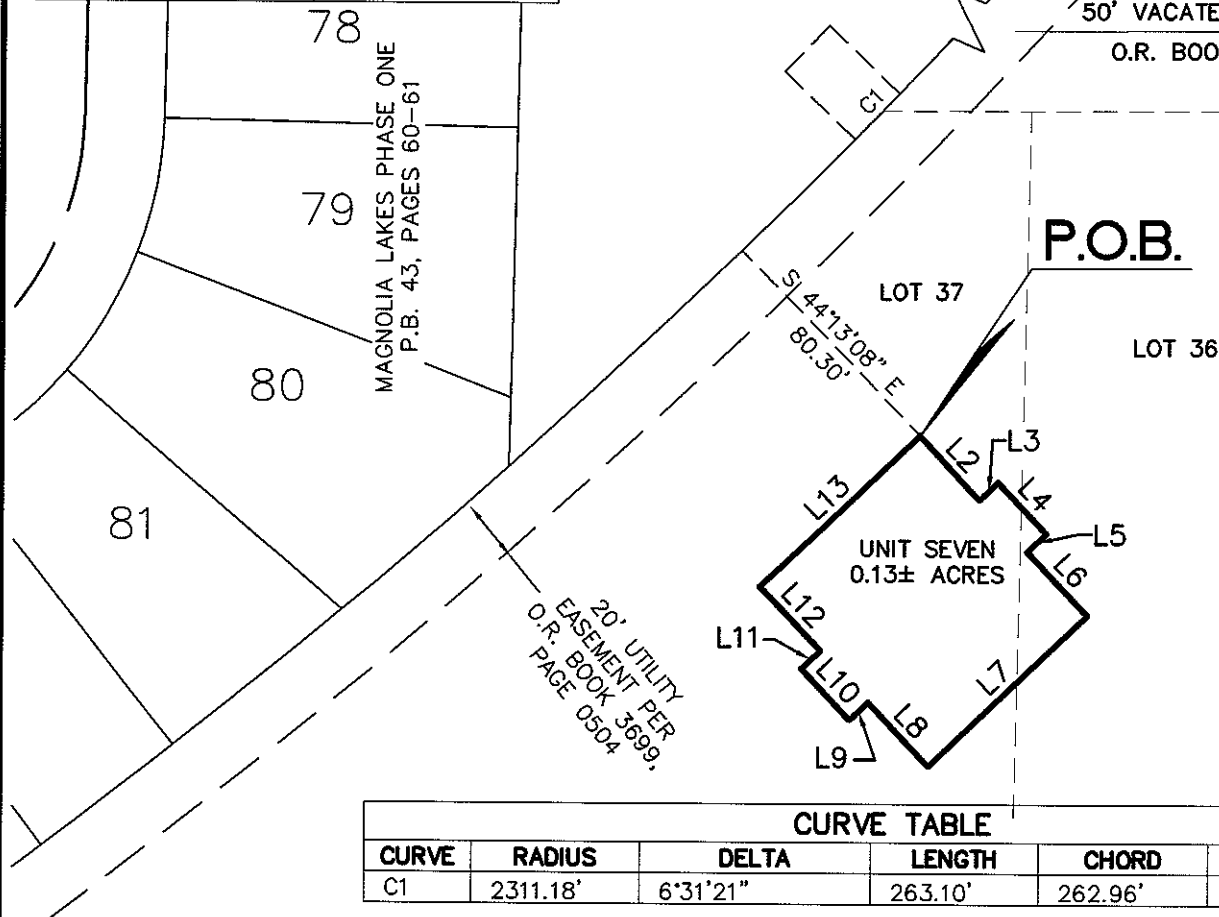
NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61



TRACT C
MAGNOLIA LAKES PHASE ONE
P.B. 43, PAGES 60-61

50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

P.O.B.



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	6°31'21"	263.10'	262.96'	S 42°31'11" W

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3962.DWG
SCALE: 1"=60' DWN.BY: E.A.W. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 20 OF 36

REVISIONS	A.
B.	
C.	

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT EIGHT (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 36 and 37, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $06^{\circ}33'11''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 264.33 Feet; thence South $44^{\circ}11'18''$ East, a distance of 170.29 Feet to the POINT-OF-BEGINNING; thence South $43^{\circ}22'42''$ East, a distance of 27.50 Feet; thence North $46^{\circ}37'18''$ East, a distance of 8.16 Feet; thence South $43^{\circ}22'42''$ East, a distance of 22.00 Feet; thence South $46^{\circ}37'18''$ West, a distance of 8.16 Feet; thence South $43^{\circ}22'42''$ East, a distance of 27.50 Feet; thence South $46^{\circ}37'18''$ West, a distance of 68.67 Feet; thence North $43^{\circ}22'42''$ West, a distance of 27.50 Feet; thence South $46^{\circ}37'18''$ West, a distance of 8.16 Feet; thence North $43^{\circ}22'42''$ West, a distance of 22.00 Feet; thence North $46^{\circ}37'18''$ East, a distance of 8.16 Feet; thence North $43^{\circ}22'42''$ West, a distance of 27.50 Feet; thence North $46^{\circ}37'18''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SKETCH-BLDG 3972.DWG		
SCALE: 1"=60'	DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 21 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

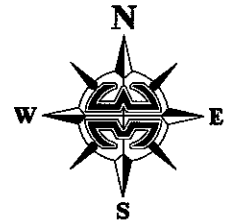
SKETCH OF LEGAL

(NOT A SURVEY)

LINE TABLE		
LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 43°22'42" E
L3	8.16'	N 46°37'18" E
L4	22.00'	S 43°22'42" E
L5	8.16'	S 46°37'18" W
L6	27.50'	S 43°22'42" E
L7	68.67'	S 46°37'18" W
L8	27.50'	N 43°22'42" W
L9	8.16'	S 46°37'18" W
L10	22.00'	N 43°22'42" W
L11	8.16'	N 46°37'18" E
L12	27.50'	N 43°22'42" W
L13	68.67'	N 46°37'18" E

P.O.C.

NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61



TRACT C
MAGNOLIA LAKES PHASE ONE
P.B. 43, PAGES 60-61

50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

MAGNOLIA LAKES PHASE ONE
P.B. 43, PAGES 60-61

LOT 36

P.O.B.

20' UTILITY
EASEMENT PER
O.R. BOOK 3699,
PAGE 0504

S 44°11'18" E
170.29'

LOT 37

UNIT EIGHT
0.13± ACRES

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	6°33'11"	264.33'	264.19'	S 42°32'06" W

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3972.DWG

SHEET 22 OF 36

SCALE: 1"=60' DWN.BY:T.B. CHD.BY:J.M.M. PROJECT # 213-0102

REVISIONS	A.
B.	
C.	

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT NINE (BY SURVEYOR)

Part of lands described in O.R. Book 5187, Page 3423, of the Public Records of Brevard County, Florida, being a portion of Lot 36, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $06^{\circ}36'06''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 266.29 Feet; thence South $44^{\circ}08'23''$ East, a distance of 328.54 Feet to the POINT-OF-BEGINNING; thence South $43^{\circ}22'42''$ East, a distance of 27.50 Feet; thence North $46^{\circ}37'18''$ East, a distance of 8.16 Feet; thence South $43^{\circ}22'42''$ East, a distance of 22.00 Feet; thence South $46^{\circ}37'18''$ West, a distance of 8.16 Feet; thence South $43^{\circ}22'42''$ East, a distance of 27.50 Feet; thence South $46^{\circ}37'18''$ West, a distance of 68.67 Feet; thence North $43^{\circ}22'42''$ West, a distance of 27.50 Feet; thence South $46^{\circ}37'18''$ West, a distance of 8.16 Feet; thence North $43^{\circ}22'42''$ West, a distance of 22.00 Feet; thence North $46^{\circ}37'18''$ East, a distance of 8.16 Feet; thence North $43^{\circ}22'42''$ West, a distance of 27.50 Feet; thence North $46^{\circ}37'18''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF $1''=60'$ OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3982.DWG

SHEET 23 OF 36

SCALE: $1''=60'$ DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

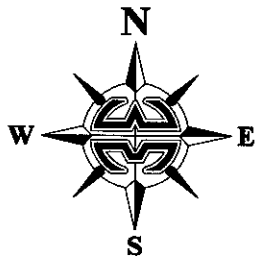
REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)



TRACT C
MAGNOLIA LAKES
PHASE ONE
P.B. 43, PAGES 60-61

LOT 29

50' VACATED RIGHT-OF-WAY PER
O.R. BOOK 2799, PAGE 0749

20' UTILITY
EASEMENT PER
O.R. BOOK 3699,
PAGE 0504

P.O.C.

NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61

LOT 36

79

80

MAGNOLIA LAKES PHASE ONE
P.B. 43, PAGES 60-61

LOT 37

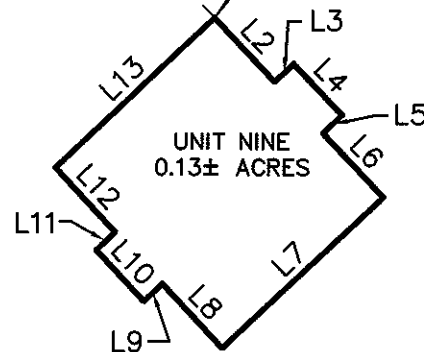
LINE TABLE

LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 43°22'42" E
L3	8.16'	N 46°37'18" E
L4	22.00'	S 43°22'42" E
L5	8.16'	S 46°37'18" W
L6	27.50'	S 43°22'42" E
L7	68.67'	S 46°37'18" W
L8	27.50'	N 43°22'42" W
L9	8.16'	S 46°37'18" W
L10	22.00'	N 43°22'42" W
L11	8.16'	N 46°37'18" E
L12	27.50'	N 43°22'42" W
L13	68.67'	N 46°37'18" E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	6°36'06"	266.29'	266.15'	N 42°33'34" E

P.O.B.



THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3982.DWG

SHEET 24 OF 36

SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT TEN (BY SURVEYOR)

Part of lands described in O.R. Book 5597, Page 1253, of the Public Records of Brevard County, Florida, being a portion of Lot 36 and Lot 37, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $10^{\circ}32'22''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 425.14 Feet; thence South $39^{\circ}19'52''$ East, a distance of 328.52 Feet to the POINT-OF-BEGINNING; thence continue South $39^{\circ}19'52''$ East along said line, a distance of 27.50 Feet; thence North $50^{\circ}40'08''$ East, a distance of 8.16 Feet; thence South $39^{\circ}19'52''$ East, a distance of 22.00 Feet; thence South $50^{\circ}40'08''$ West, a distance of 8.16 Feet; thence South $39^{\circ}19'52''$ East, a distance of 27.50 Feet; thence South $50^{\circ}40'08''$ West, a distance of 68.67 Feet; thence North $39^{\circ}19'52''$ West, a distance of 27.50 Feet; thence South $50^{\circ}40'08''$ West, a distance of 8.16 Feet; thence North $39^{\circ}19'52''$ West, a distance of 22.00 Feet; thence North $50^{\circ}40'08''$ East, a distance of 8.16 Feet; thence North $39^{\circ}19'52''$ West, a distance of 27.50 Feet; thence North $50^{\circ}40'08''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SKETCH-BLDG 3992		
SCALE: 1"=60'	DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 25 OF 36

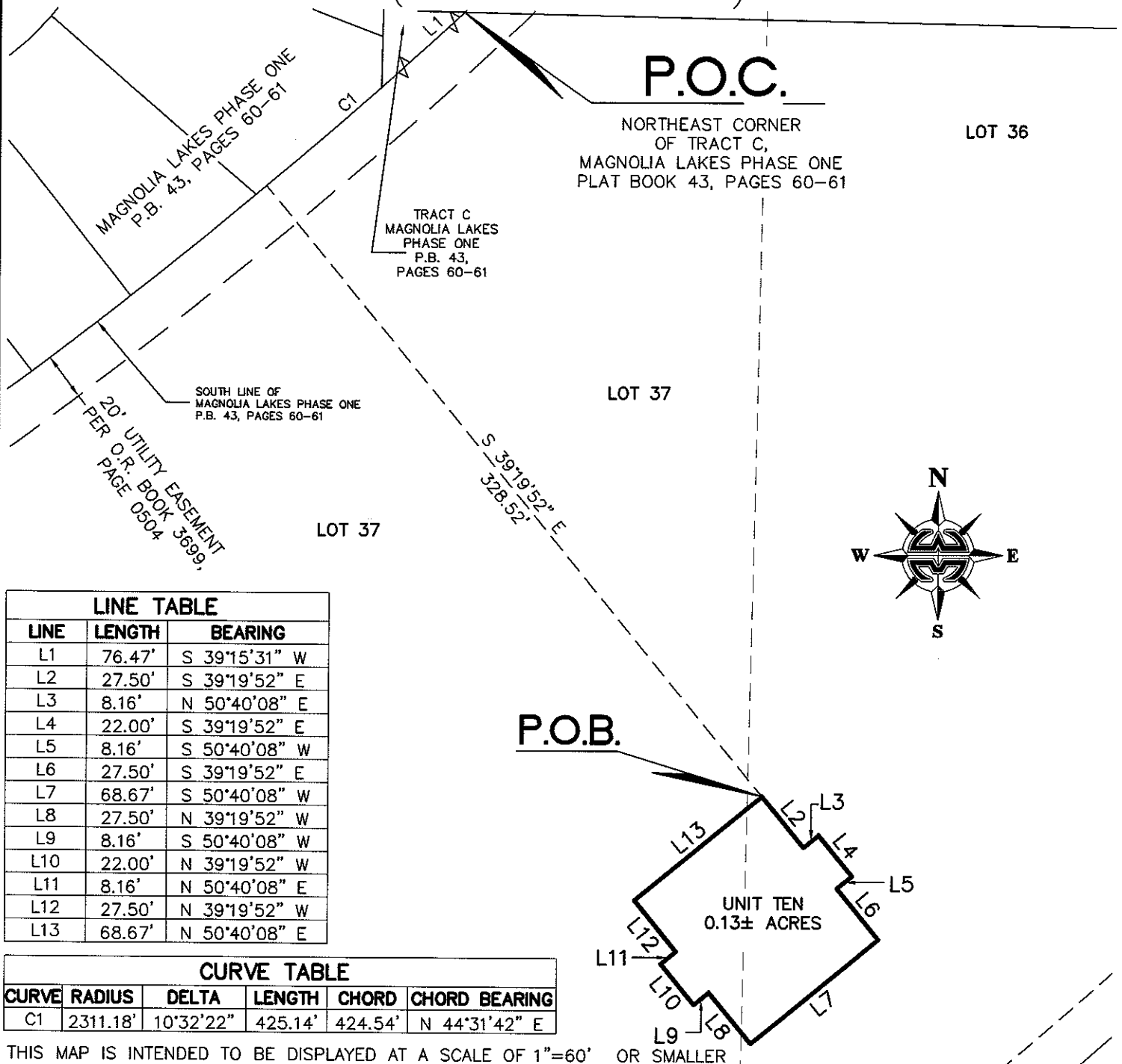
REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)



DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 3992
 SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 26 OF 36

REVISIONS	A.
	B.
	C.

SEE SHEET 1 FOR
 SURVEYOR'S CERTIFICATION.
 NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
 CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT ELEVEN (BY SURVEYOR)

Part of lands described in O.R. Book 5597, Page 1253, of the Public Records of Brevard County, Florida, being a portion of Lot 37, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $10^{\circ}32'22''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 425.13 Feet; thence South $39^{\circ}19'52''$ East, a distance of 170.25 Feet to the POINT-OF-BEGINNING; thence continue South $39^{\circ}19'52''$ East along said line, a distance of 27.50 Feet; thence North $50^{\circ}40'08''$ East, a distance of 8.16 Feet; thence South $39^{\circ}19'52''$ East, a distance of 22.00 Feet; thence South $50^{\circ}40'08''$ West, a distance of 8.16 Feet; thence South $39^{\circ}19'52''$ East, a distance of 27.50 Feet; thence South $50^{\circ}40'08''$ West, a distance of 68.67 Feet; thence North $39^{\circ}19'52''$ West, a distance of 27.50 Feet; thence South $50^{\circ}40'08''$ West, a distance of 8.16 Feet; thence North $39^{\circ}19'52''$ West, a distance of 22.00 Feet; thence North $50^{\circ}40'08''$ East, a distance of 8.16 Feet; thence North $39^{\circ}19'52''$ West, a distance of 27.50 Feet; thence North $50^{\circ}40'08''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF $1''=60'$ OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SKETCH-BLDG 4002		
SCALE: $1''=60'$	DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 27 OF 36

REVISIONS

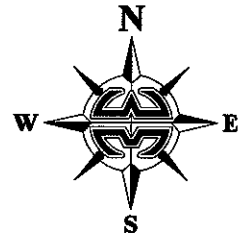
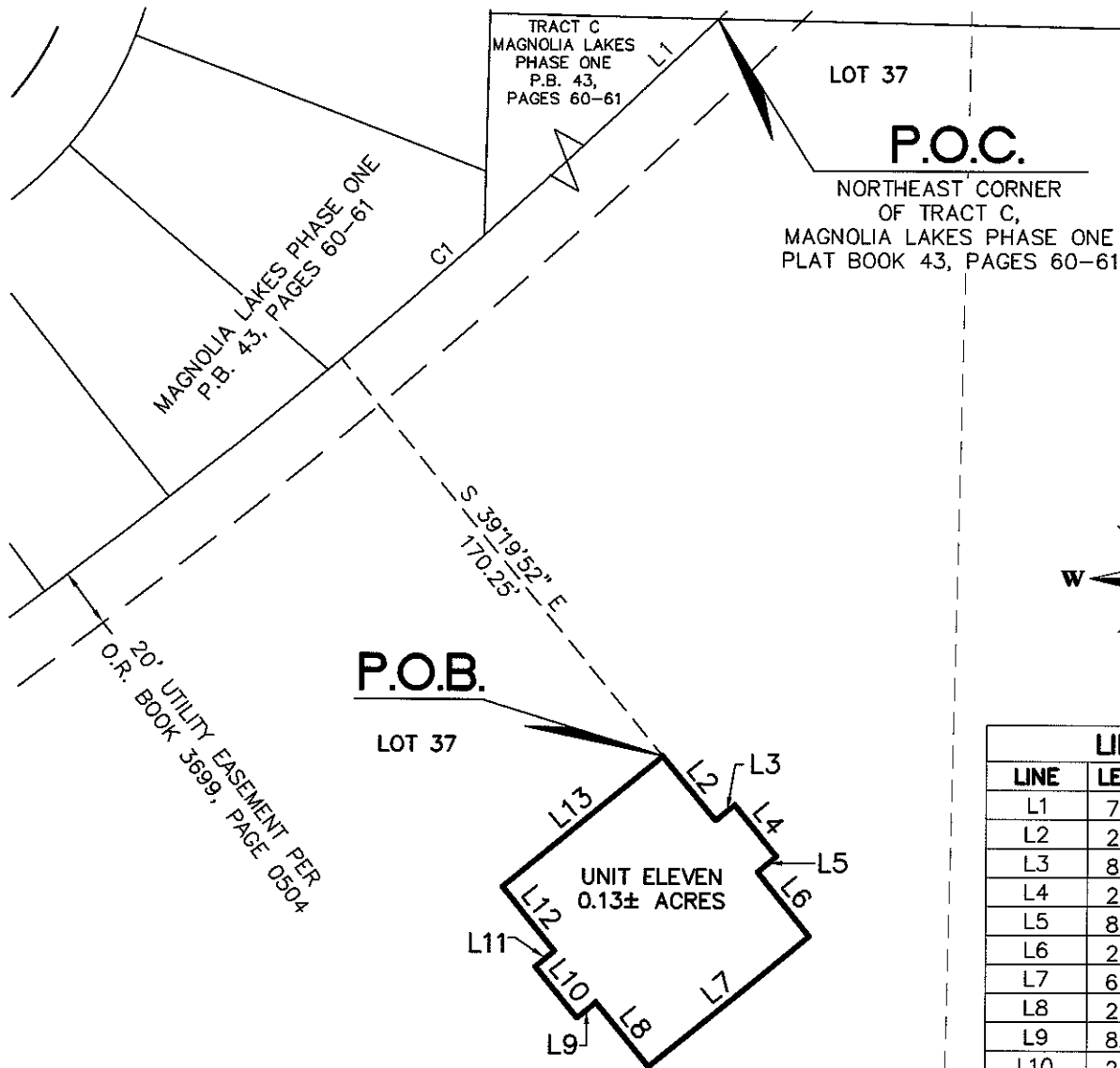
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)



LINE TABLE		
LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 39°19'52" E
L3	8.16'	N 50°40'08" E
L4	22.00'	S 39°19'52" E
L5	8.16'	S 50°40'08" W
L6	27.50'	S 39°19'52" E
L7	68.67'	S 50°40'08" W
L8	27.50'	N 39°19'52" W
L9	8.16'	S 50°40'08" W
L10	22.00'	N 39°19'52" W
L11	8.16'	N 50°40'08" E
L12	27.50'	N 39°19'52" W
L13	68.67'	N 50°40'08" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	10°32'22"	425.13'	424.53'	N 44°31'42" E

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 4002

SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 28 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT TWELVE (BY SURVEYOR)

Part of lands described in O.R. Book 5597, Page 1253, of the Public Records of Brevard County, Florida, being a portion of Lot 37, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $10^{\circ}32'21''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 425.13 Feet; thence South $39^{\circ}19'52''$ East, a distance of 80.25 Feet to the POINT-OF-BEGINNING; thence continue South $39^{\circ}19'52''$ East along said line, a distance of 27.50 Feet; thence North $50^{\circ}40'08''$ East, a distance of 8.16 Feet; thence South $39^{\circ}19'52''$ East, a distance of 22.00 Feet; thence South $50^{\circ}40'08''$ West, a distance of 8.16 Feet; thence South $39^{\circ}19'52''$ East, a distance of 27.50 Feet; thence South $50^{\circ}40'08''$ West, a distance of 68.67 Feet; thence North $39^{\circ}19'52''$ West, a distance of 27.50 Feet; thence South $50^{\circ}40'08''$ West, a distance of 8.16 Feet; thence North $39^{\circ}19'52''$ West, a distance of 22.00 Feet; thence North $50^{\circ}40'08''$ East, a distance of 8.16 Feet; thence North $39^{\circ}19'52''$ West, a distance of 27.50 Feet; thence North $50^{\circ}40'08''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF $1''=60'$ OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SKETCH-BLDG 4012
SCALE: $1''=60'$	DWN.BY: T.B.
CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 29 OF 36

REVISIONS

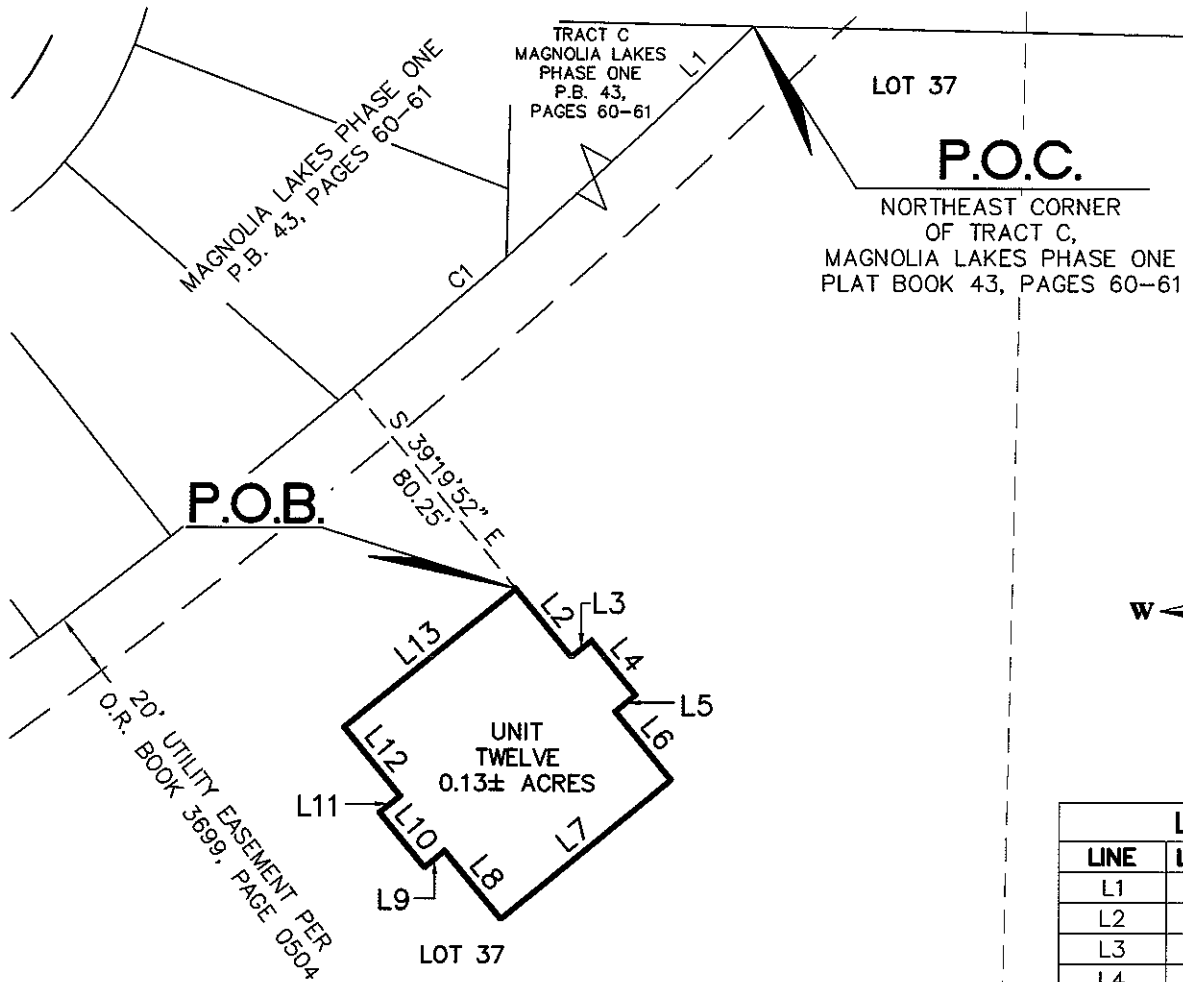
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

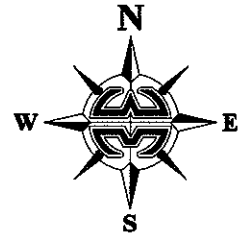
SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)



LOT 36



LINE TABLE

LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 39°19'52" E
L3	8.16'	N 50°40'08" E
L4	22.00'	S 39°19'52" E
L5	8.16'	S 50°40'08" W
L6	27.50'	S 39°19'52" E
L7	68.67'	S 50°40'08" W
L8	27.50'	N 39°19'52" W
L9	8.16'	S 50°40'08" W
L10	22.00'	N 39°19'52" W
L11	8.16'	N 50°40'08" E
L12	27.50'	N 39°19'52" W
L13	68.67'	N 50°40'08" E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	10°32'21"	425.13'	424.53'	N 44°31'42" E

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 4012

SHEET 30 OF 36

SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

REVISIONS
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT THIRTEEN (BY SURVEYOR)

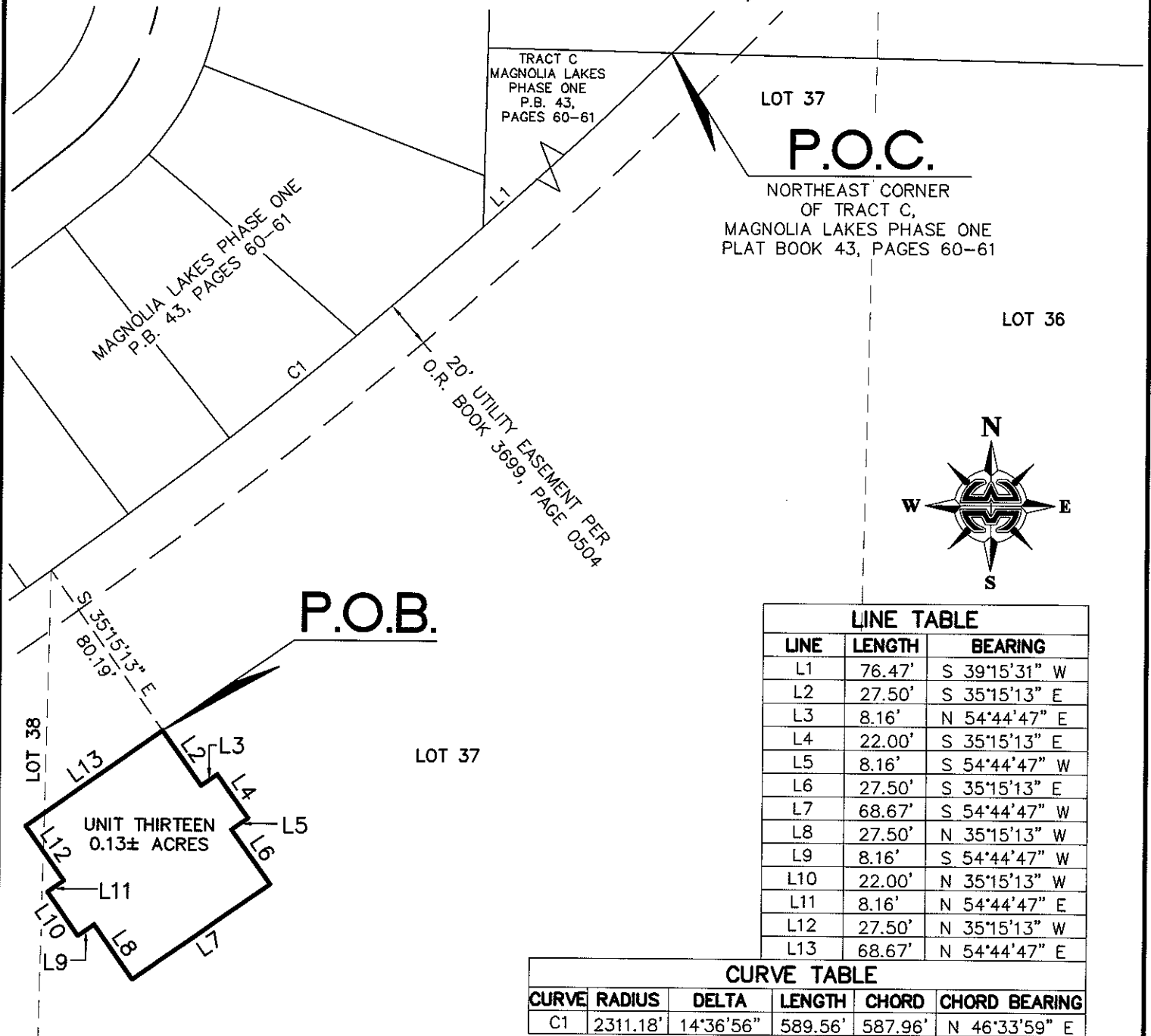
Part of lands described in O.R. Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of Lots 37 and 38, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $14^{\circ}36'56''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 589.56 Feet; thence South $35^{\circ}15'13''$ East, a distance of 80.19 Feet to the POINT-OF-BEGINNING; thence continue South $35^{\circ}15'13''$ East along said line, a distance of 27.50 Feet; thence North $54^{\circ}44'47''$ East, a distance of 8.16 Feet; thence South $35^{\circ}15'13''$ East, a distance of 22.00 Feet; thence South $54^{\circ}44'47''$ West, a distance of 8.16 Feet; thence South $35^{\circ}15'13''$ East, a distance of 27.50 Feet; thence South $54^{\circ}44'47''$ West, a distance of 68.67 Feet; thence North $35^{\circ}15'13''$ West, a distance of 27.50 Feet; thence South $54^{\circ}44'47''$ West, a distance of 8.16 Feet; thence North $35^{\circ}15'13''$ West, a distance of 22.00 Feet; thence North $54^{\circ}44'47''$ East, a distance of 8.16 Feet; thence North $35^{\circ}15'13''$ West, a distance of 27.50 Feet; thence North $54^{\circ}44'47''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.
Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017		DRAWING NAME: SKETCH-BLDG 4022		SHEET 31 OF 36	
SCALE: 1"=60'		DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102	
REVISIONS	A.				
	B.				
	C.				
SEE SHEET 1 FOR SURVEYOR'S CERTIFICATION. NOT VALID WITHOUT SHEET 1				SEE SHEET 1 FOR CLIENT'S CERTIFICATION.	

SKETCH OF LEGAL (NOT A SURVEY)



THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 4022
SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 32 OF 36

REVISIONS
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT FOURTEEN (BY SURVEYOR)

Part of lands described in O.R. Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of Lot 37, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $14^{\circ}36'56''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 589.56 Feet; thence South $35^{\circ}15'13''$ East, a distance of 170.18 Feet to the POINT-OF-BEGINNING; thence continue South $35^{\circ}15'13''$ East along said line, a distance of 27.50 Feet; thence North $54^{\circ}44'47''$ East, a distance of 8.16 Feet; thence South $35^{\circ}15'13''$ East, a distance of 22.00 Feet; thence South $54^{\circ}44'47''$ West, a distance of 8.16 Feet; thence South $35^{\circ}15'13''$ East, a distance of 27.50 Feet; thence South $54^{\circ}44'47''$ West, a distance of 68.67 Feet; thence North $35^{\circ}15'13''$ West, a distance of 27.50 Feet; thence South $54^{\circ}44'47''$ West, a distance of 8.16 Feet; thence North $35^{\circ}15'13''$ West, a distance of 22.00 Feet; thence North $54^{\circ}44'47''$ East, a distance of 8.16 Feet; thence North $35^{\circ}15'13''$ West, a distance of 27.50 Feet; thence North $54^{\circ}44'47''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.
Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SKETCH-BLDG 4032		
SCALE: 1"=60'	DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 33 OF 36

REVISIONS

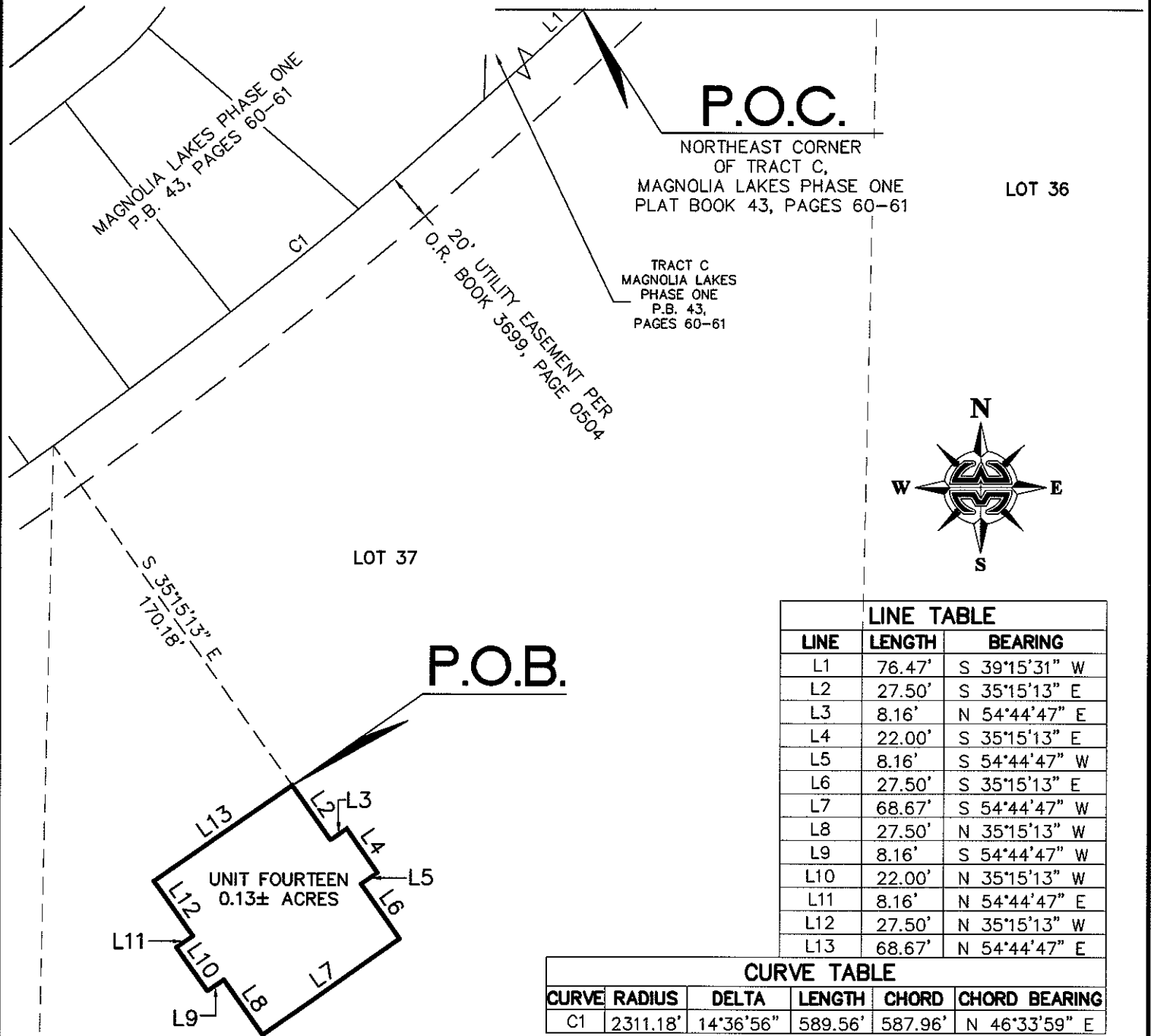
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)



THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 4032

SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-0102

SHEET 34 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL

(NOT A SURVEY)

LEGAL DESCRIPTION: UNIT FIFTEEN (BY SURVEYOR)

Part of lands described in O.R. Book 1796, Page 0424, of the Public Records of Brevard County, Florida, being a portion of Lot 37, Indian River Groves and Gardens, according to the Plat thereof, as recorded in Plat Book 6, Page 87, of the said Public Records of Brevard County, lying in Section 23, Township 27 South, Range 36 East, being more particularly described as follows:

Commence at the Northeast corner of Tract C, Magnolia Lakes Phase One, as recorded in Plat Book 43, Pages 60-61, of the said Public Records of Brevard County; thence South $39^{\circ}15'31''$ West along the South line of said Magnolia Lakes Phase One, a distance of 76.47 Feet to the point of curvature of a circular curve concave to the Northwest, having a radius of 2,311.18 Feet, and a central angle of $14^{\circ}36'56''$; thence Southwesterly along said South line and the arc of said curve an arc distance of 589.56 Feet; thence South $35^{\circ}15'13''$ East, a distance of 328.45 Feet to the POINT-OF-BEGINNING; thence continue South $35^{\circ}15'13''$ East along said line, a distance of 27.50 Feet; thence North $54^{\circ}44'47''$ East, a distance of 8.16 Feet; thence South $35^{\circ}15'13''$ East, a distance of 22.00 Feet; thence South $54^{\circ}44'47''$ West, a distance of 8.16 Feet; thence South $35^{\circ}15'13''$ East, a distance of 27.50 Feet; thence South $54^{\circ}44'47''$ West, a distance of 68.67 Feet; thence North $35^{\circ}15'13''$ West, a distance of 27.50 Feet; thence South $54^{\circ}44'47''$ West, a distance of 8.16 Feet; thence North $35^{\circ}15'13''$ West, a distance of 22.00 Feet; thence North $54^{\circ}44'47''$ East, a distance of 8.16 Feet; thence North $35^{\circ}15'13''$ West, a distance of 27.50 Feet; thence North $54^{\circ}44'47''$ East, a distance of 68.67 Feet to the POINT-OF-BEGINNING.

Containing 0.13 Acres of land more or less.

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017	DRAWING NAME: SKETCH-BLDG 4042		
SCALE: 1"=60'	DWN.BY: T.B.	CHD.BY: J.M.M.	PROJECT # 213-0102

SHEET 35 OF 36

REVISIONS

A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

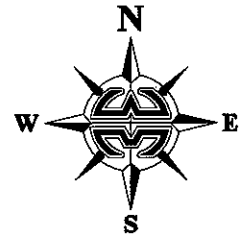
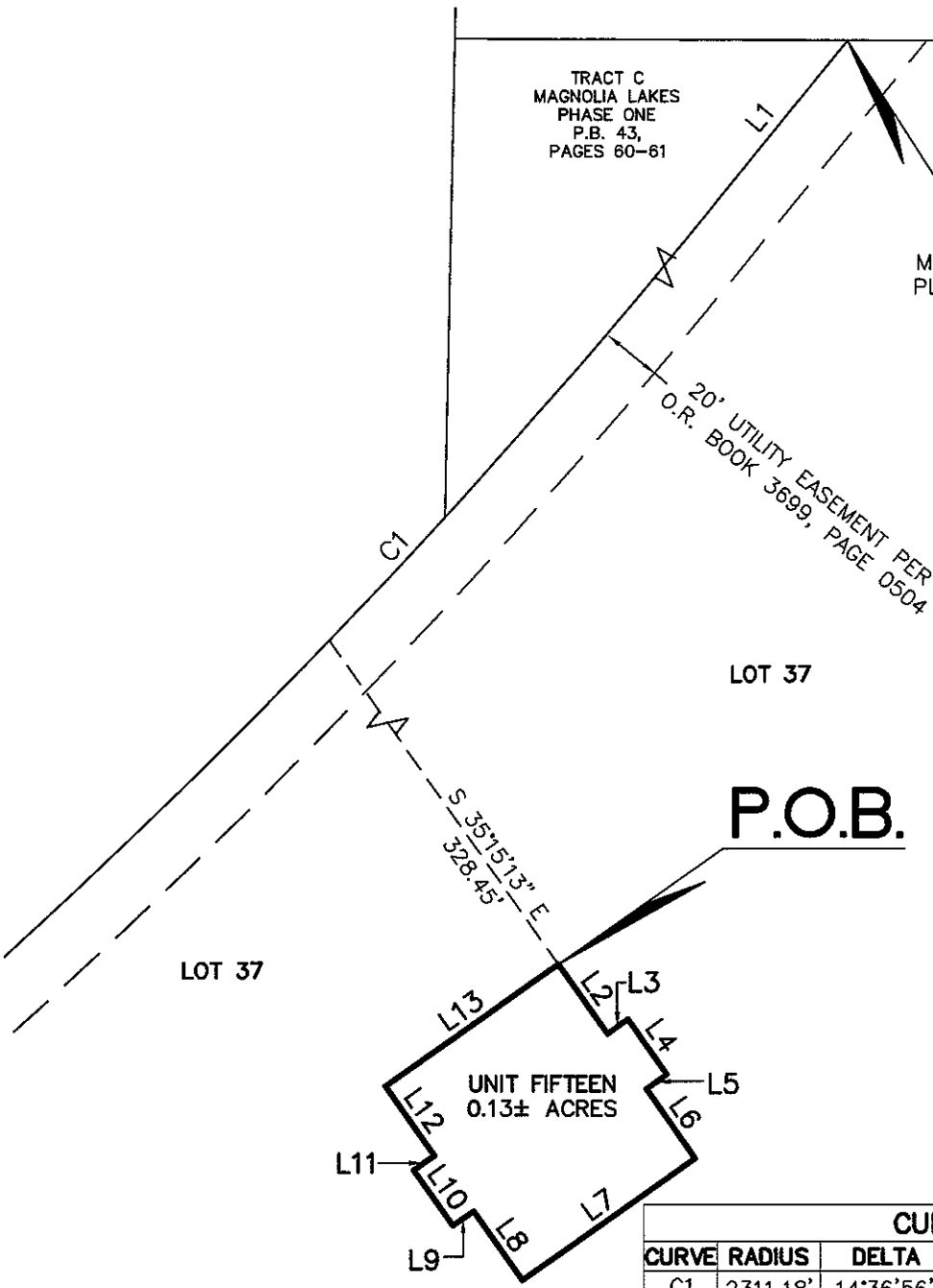
SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

SKETCH OF LEGAL (NOT A SURVEY)

TRACT C
MAGNOLIA LAKES
PHASE ONE
P.B. 43,
PAGES 60-61

P.O.C.

NORTHEAST CORNER
OF TRACT C,
MAGNOLIA LAKES PHASE ONE
PLAT BOOK 43, PAGES 60-61



LOT 37

P.O.B.

LOT 37

UNIT FIFTEEN
0.13± ACRES

LINE TABLE

LINE	LENGTH	BEARING
L1	76.47'	S 39°15'31" W
L2	27.50'	S 35°15'13" E
L3	8.16'	N 54°44'47" E
L4	22.00'	S 35°15'13" E
L5	8.16'	S 54°44'47" W
L6	27.50'	S 35°15'13" E
L7	68.67'	S 54°44'47" W
L8	27.50'	N 35°15'13" W
L9	8.16'	S 54°44'47" W
L10	22.00'	N 35°15'13" W
L11	8.16'	N 54°44'47" E
L12	27.50'	N 35°15'13" W
L13	68.67'	N 54°44'47" E

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2311.18'	14°36'56"	589.56'	587.96'	N 46°33'59" E

THIS MAP IS INTENDED TO BE DISPLAYED AT A SCALE OF 1"=60' OR SMALLER

DRAWING NO: A13-0017 DRAWING NAME: SKETCH-BLDG 4042
SCALE: 1"=60' DWN.BY: T.B. CHD.BY: J.M.M. PROJECT # 213-102

SHEET 36 OF 36

REVISIONS

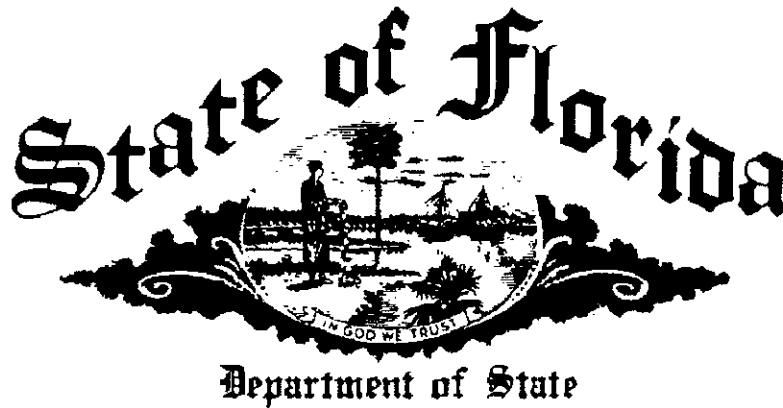
A.
B.
C.

SEE SHEET 1 FOR
SURVEYOR'S CERTIFICATION.
NOT VALID WITHOUT SHEET 1

SEE SHEET 1 FOR
CLIENT'S CERTIFICATION.

EXHIBIT "C" TO THE
DECLARATION OF CONDOMINIUM OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

ARTICLES OF INCORPORATION
OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.



I certify the attached is a true and correct copy of the Articles of Incorporation of EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on March 2, 2016, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H16000053330. 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 N16000002282.

Authentication Code: 816A00004435-030316-N16000002282-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Third day of March, 2016



Ken Detzner
Ken Detzner
Secretary of State

ARTICLES OF INCORPORATION
OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a not-for-profit corporation under Chapter 617 of the Florida Statutes, hereby adopt the following Articles of Incorporation.

ARTICLE I
NAME

The name of this corporation shall be EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC. ("Association").

ARTICLE II
DEFINITIONS

Unless the context shall mean otherwise, the terms used herein and in the By-Laws shall have the same meaning, if any, as that ascribed to them in the Declaration of Condominium of Eau Gallie Boulevard Commercial Condominium, recorded or to be recorded in the Public Records of Brevard County, Florida (the "Declaration").

ARTICLE III
PURPOSES AND POWERS

The Association shall have the following powers:

A. To operate Eau Gallie Boulevard Commercial Condominium (referred to herein as the "Condominium"), and to undertake the performance of, and to carry out the acts and duties incident to, the administration of the Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Association's By-Laws and the Declaration.

B. To act and vote on behalf of its members, as a member of Eau Gallie Boulevard Office Park Master Association, Inc.

C. To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, deed of trust, pledge or other lien.

D. To carry out the duties and obligations and receive the benefits given the Association by the Declaration.

E. To establish By-Laws and Rules and Regulations for the operation of the Association and to provide for the formal administration of the Association; to enforce the Condominium Act of the State of Florida, the Declaration, the By-Laws and the

Rules and Regulations of the Association.

F. To contract for the management of the Condominium. To contract for bulk security and cable TV or other similar providers depending on available technology.

G. To acquire (through purchase or otherwise), own, operate, mortgage, lease, sell and trade property, whether real or personal, as may be necessary or convenient in the administration of the Condominium.

H. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration, the By-Laws and the Condominium Act. The Association shall also have all of the powers of Condominium Associations under and pursuant to Chapter 718, Florida Statutes, the Condominium Act, and shall have all of the powers reasonably necessary to implement the purposes of the Association.

I. To operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District Permit No. 4-009-16678-4 (all sequences) requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

J. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management system, including but not limited to, work within retention areas, drainage structures and drainage easements.

ARTICLE IV
MEMBERS

A. Each Unit Owner in the Condominium, shall automatically be a Member of the Association.

B. Membership, as to all Members, shall commence upon the acquisition of fee simple title to a Unit in the Condominium and shall terminate upon the divestment of title to said Unit.

C. On all matters as to which the membership shall be entitled to vote, each Unit shall be entitled to the number of votes that are equal to their percentage ownership in the Common Elements of the Condominium, which vote shall be exercised in the manner provided for by the Declaration of Condominium and the By-Laws.

D. 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 Unit.

ARTICLE V
EXISTENCE

The Association shall have perpetual existence.

ARTICLE VI
INCORPORATOR

Steven L. Daniels is the Incorporator of these Articles of Incorporation.

ARTICLE VII
DIRECTORS

A. The Condominium and Association affairs shall be managed by a Board of Directors composed initially of three persons, in accordance with Article III of the Association's By-Laws. Except for Directors appointed by the Declarant, all Directors shall be Members or a spouse, trustee or corporate officer of a Member.

B. The number of Directors to be elected, the manner of their election and their respective terms shall be as set forth in Article III of the Association's By-Laws. Should a vacancy occur on the Board, the remaining Directors shall select a Member or other eligible person, as described herein, to fill the vacancy until the next annual meeting of the membership.

The following persons shall constitute the initial Board of Directors and they shall hold office for the term and in accordance with the provisions of Article III of the Association's By-Laws:

NAME	ADDRESS
H. J. Underill	490 N. Harbor City Blvd Melbourne, FL 32935
Ken Welsh	3972 W. Eau Gallie Blvd Suit "A" Melbourne, FL 32934
Susanne Kvasnok	490 N. Harbor City Blvd Melbourne, FL 32935

ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws, who shall serve at the pleasure of said Board of Directors. The names

and addresses of the Officers who shall serve until the first election of Officers pursuant to the provisions of the By-Laws are as follows:

NAME	TITLE	ADDRESS
H. J. Underill	President	490 N. Harbor City Blvd Melbourne, FL 32935
Ken Welsh	Secretary	3972 W. Eau Gallie Blvd. Suite "A" Melbourne, FL 32934
Susanne Kvasnok	Treasurer	490 N. Harbor City Blvd Melbourne, FL 32935

ARTICLE IX BY-LAWS

The By-Laws of the Association shall be adopted by the initial Board of Directors. The By-Laws may be amended in accordance with the provisions thereof, except that no portion of the By-Laws may be altered, amended, or rescinded in such a manner as will prejudice the rights of the Declarant of the Condominium or mortgagees of Units without their prior written consent.

ARTICLE X AMENDMENTS TO ARTICLES

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

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

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors, acting upon the vote of a majority of the Board of Directors, or by the Members of the Association having a majority of the votes in the Association. In order for any amendment or amendments to be effective, same must be approved by an affirmative vote of no less than 66 2/3% of the entire Board of Directors and by an affirmative vote of the Members having no less than 66 2/3% of the votes of the Association.

C. No amendment shall make changes in the qualifications for membership, or the voting rights of the Members, without approval in writing by all Members and the joinder of all record owners of mortgages on condominium Units. No Amendment shall be made that is in conflict with the Condominium Act or the Declaration.

D. A copy of each amendment adopted shall be filed with the Secretary of State, pursuant to the provisions of Florida Statutes and the Condominium Act.

ARTICLE XI INDEMNIFICATION

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 the Director or Officer in connection with any proceeding or any settlement thereof to which the Director or Officer may be a party, or in which the Director or Officer may become involved by reason of the Director or Officer being or having been a Director or Officer of the Association, whether or not a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of the Director's or Officer's duty; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all of the rights to which such Director or Officer may be entitled.

ARTICLE XII DISSOLUTION

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved in writing by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XIII INITIAL REGISTERED OFFICE, AGENT AND ADDRESS

The principal office of the Association shall be at 490 N. Harbor City Blvd
Melbourne, FL 32935, or at such other place, within or without the State of
Florida, as may be subsequently designated by the Board of Directors. The initial
registered office is at 490 N. Harbor City Blvd,
Melbourne, Florida 32935, and the initial
registered agent therein is H. J. Underill.

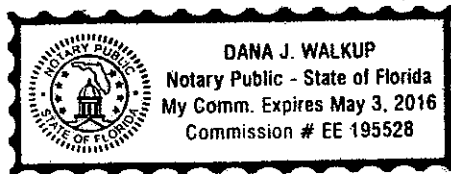
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17 day
of FEBRUARY, 2016.

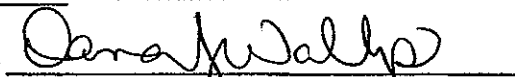

Steven L. Daniels, Incorporator

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17th day of
February, 2016, by Steven L. Daniels as Incorporator, on behalf of Eau
Gallie Boulevard Commercial Condominium Association, Inc., who is personally known
to me or has produced _____ as identification.

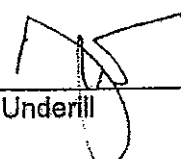
[SEAL]




NOTARY PUBLIC
COMMISSION EXPIRES: _____

ACCEPTANCE OF REGISTERED AGENT

The undersigned accepts his appointment as the initial registered agent of Eau
Gallie Boulevard Commercial Condominium Association, Inc.



H. J. Underhill



March 3, 2016

FLORIDA DEPARTMENT OF STATE
Division of Corporations

EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION
490 N HARBOR CITY BLVD
MELBOURNE, FL 32935

The Articles of Incorporation for EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC. were filed on March 2, 2016, and assigned document number N16000002282. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H16000053330.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at (850) 245-6052.

Tim Burch
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 816A00004435

P.O BOX 6327 - Tallahassee, Florida 32314

EXHIBIT "D" TO THE
DECLARATION OF CONDOMINIUM OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

BY-LAWS OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.

BY-LAWS OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC.,
A NOT-FOR-PROFIT FLORIDA CORPORATION

ARTICLE I
IDENTITY

These are the By-Laws of EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

ARTICLE II
PURPOSES

This Association has been organized for the purpose of being a Condominium Association within the meaning of the Condominium Act of the State of Florida, and in turn for the purpose of operating, governing, administering and managing the property and affairs of EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM (the "Condominium") and to exercise all powers granted to it as a corporation under the laws of the State of Florida, these By-Laws, the Articles of Incorporation and the Declaration of Condominium to which these By-Laws are attached, and further to exercise all powers granted to a Condominium Association under the Condominium Act.

ARTICLE III
DIRECTORS AND OFFICERS

1. Directors.

A. The affairs of the Association shall be managed by a Board of Directors composed of three (3) persons. The Members of the first Board of Directors are designated in the Articles of Incorporation and need not be Members of the Association. They shall serve until the next annual meeting of the Association.

B. Directors shall be elected by the Members at the annual meeting of Members and shall hold office until the next annual meeting and until their successors are elected and shall qualify.

C. At least fourteen (14) days before the annual meeting, a complete list of Members entitled to vote at such election, together with the addresses of each, shall be prepared by the Secretary. Such list shall be maintained at the office of the Association and are available for inspection and copying by every Member of the Association at all reasonable times. The list of Members shall also be produced at the time and place of election, for inspection by any Member who may be present. At the first annual meeting of the Members, directors shall be elected for a term of one (1) year.

D. Directors other than the initial Board of Directors, shall be elected pursuant to the requirements of Florida Statutes Section 718.112(2)(b)&(d).

E. Directors shall be Members of the Association, or an officer, member, director or employee of a Member.

F. The meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee is present shall be open to all Unit Owners. Any Unit Owner may tape record or video tape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Notice of all Board of Directors' meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one (1) of the members of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. Written notice of any meeting at which non-emergency special assessments or at which amendment to rules regarding Units use will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board of Directors meetings shall be mailed or delivered at least fourteen (14) days before the meeting, to the Owners of each Unit. Notice of any meeting in which regular assessment against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

2. Officers.

The officers of the Association shall consist of a President, a Vice President, if any, a Secretary, and a Treasurer, any of whom may be (but are not required to be) members of the Board of Directors, and such other officers as the Board of Directors may appoint. The officers named in the Articles of Incorporation shall serve until the first annual meeting of the Board of Directors, and at such meeting the Board of Directors shall elect the aforesaid officers. Officers elected at the first annual meeting of the Board of Directors shall hold office until the next annual meeting of the Board of Directors or until their successors shall have been elected and shall qualify.

3. Resignation, Vacancy, Removal, Compensation.

A. Any director or officer of the Association may resign at any time, by instrument in writing. Resignations shall take effect at the time specified therein, and if no time is specified, at the time of receipt by the President or Secretary of the Association. The acceptance of a resignation shall not be necessary to make it effective. A resignation shall be deemed to have occurred upon termination by the

director or officer (or the termination of the Member he/she represents) of membership in the Association.

B. When a vacancy occurs on the Board of Directors, the vacancy shall be filled by the remaining members of the Board of Directors at their next meeting, by electing a person who shall serve until the next annual meeting of the Members.

When a vacancy occurs in an office for any cause before an officer's term has expired, the office shall be filled by the Board of Directors at its next meeting by electing a person to serve for the unexpired term.

C. Any director may be recalled and removed from office, with or without cause, pursuant to the provisions of Florida Statutes Section 718.112(2)(j), except that directors elected by the Declarant shall not be affected by this provision.

D. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting called for such purpose.

E. No compensation shall be paid to directors or officers for their services as directors or officers.

ARTICLE IV POWERS AND DUTIES OF THE ASSOCIATION AND THE EXERCISE THEREOF

The Association shall have all powers granted to it by law, the Declaration of Condominium to which these By-Laws are attached, the Condominium Act as the same may be amended from time to time, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted by the Declaration of Condominium, these By-Laws, or by law; and the aforementioned powers of the Association shall include, but not be limited to, the following:

A. All of the powers specifically provided for in the Declaration of Condominium and the Condominium Act.

B. The power to levy and collect Assessments, based on a budget formally adopted by the Board of Directors. It is understood, however, that the failure of the Board of Directors or the Members of the Association to adopt a budget shall not impair or affect the Members' obligations to pay their share of the Common Expenses of the Condominium.

C. The power to acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including Units in the Condominium and parking spaces, as may be necessary or convenient in the operation and management

of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

D. The power to expend monies collected for the purpose of paying the Common Expenses of the Association.

E. The power to purchase equipment, supplies and material required in the maintenance, repair, replacement, operation and management of the Common Elements.

F. The power to insure and keep insured any buildings and improvements of the Condominium required to be insured as provided for and limited by the Declaration of Condominium.

G. The power to employ the personnel required for the operation of the Common Elements and the Association.

H. The power to pay utility bills for utilities serving the Common Elements.

I. The power to contract for the management and for the security of the Condominium.

J. The power to make reasonable rules and regulations and to amend them from time to time, and to see that all Members are notified of such changes in the rules and regulations as may be enacted.

K. The power to improve the Condominium Property, subject to the limitations of the Declaration of Condominium.

L. The power to enforce by any legal means the provisions of Florida statute and rules, the Articles of Incorporation, these By-Laws, the Declaration of Condominium, and any Rules and Regulations duly promulgated by the Association.

M. The power to collect delinquent Assessments by suit or otherwise, and to abate nuisance and enjoin or seek damages from Unit Owners for violation of the provisions of the Declaration of Condominium and its Exhibits.

N. The power to deal with and approve or disapprove all conveyances, assignments or leases of Condominium Units to the extent provided for under the Declaration of Condominium.

O. The power to select depositories for the Association funds, and to determine the manner of receiving, depositing and disbursing Association funds, and the form of check and the person or persons by whom the same shall be signed, when not signed as otherwise provided by these By-Laws.

P. The power to possess, enjoin, and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, mortgage, convey and deal in real and personal property.

Q. The power to enter into, ratify, modify and amend each and every of the agreements and undertakings contemplated by and contained within the Declaration of Condominium to which these By-Laws are attached.

R. The power to subscribe to and enter into a contract with any person, firm, corporation or real estate management agent of any nature or kind to provide for the maintenance, operation, repair and upkeep of the Condominium Property. Said contract may provide that the total operation of said managing agent, firm, or corporation shall be at the cost of this Association. Said contract may further provide that the managing agent shall be paid from time to time a reasonable fee, either stated as a fixed fee or as a percentage of the total cost of maintenance, operation, repair and upkeep, or of the total funds of this Association handled and managed by the managing agent.

S. The limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

ARTICLE V DUTIES OF OFFICERS

1. The President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors.

B. Call special meetings of the Board of Directors and of Members.

C. Sign all checks, contracts, promissory notes, deeds, and other instruments on behalf of the Association, except those which the Board of Directors specifies may be signed by other persons.

D. Perform all acts and duties usually required of an executive to insure that all order and resolutions of the Board of Directors are carried out.

E. Appoint committees and be an ex-officio member of all committees, and to render an annual report at the annual meeting of Members.

2. The Vice President shall:

A. Act as presiding officer at all meetings of the membership of the Association and of the Board of Directors when the President is absent.

B. Perform other acts and duties required of the President, in the absence of the President.

C. Perform such other duties as may be required by the Board.

D. Sign checks on behalf of the Association in the absence of the President.

3. Should the President and Vice President be absent from any meeting, the remaining directors shall select a person to act as chairman of the meeting.

4. The Secretary shall:

A. Attend all regular and special meetings of the Members of the Association and of the Board of Directors and keep all records and minutes of proceedings thereof or cause the same to be done.

B. Have custody of the corporate seal and affix same when necessary or required.

C. Attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings, keep membership books and receive all applications for membership, for transfer and lease of Units, and present such applications to the Board of Directors for consideration.

D. Perform such other duties as the Board may determine and on all occasions in the execution of his duties, act under the supervision, control and direction of the Board of Directors.

E. Have custody of the minute book of the meetings of the Board of Directors and Members which minute book shall at all reasonable times be available at the office of the Association for inspection by Members, or their authorized representative, and directors, and act as transfer agent to record transfers and rules and regulations in the corporate book. The minutes of all meetings of the Board of Directors and of Members shall be retained by the Secretary for a period of not less than seven (7) years.

5. The Treasurer shall:

A. Receive such monies as shall be paid into his hands for the accounts of the Association and disburse funds as may be ordered by the Board, taking proper vouchers for such disbursements, and be custodian of all securities, contracts, leases, and other important documents of the Association which he shall keep safely deposited.

B. Supervise the keeping of accounts of all financial transactions of the Association in books belonging to the Association, and deliver such books to his successor. He shall prepare and distribute to all of the members of the Board of Directors, at least ten (10) days prior to each annual meeting of the Board of Directors, and whenever else required, summary of the financial transactions and conditions of the Association for the preceding year. He shall make a full and accurate report of the matters and business pertaining to his office to the Members at the annual meeting and make all reports required by law.

C. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Board of Directors. In the event the Association enters into a management agreement, it shall be proper to delegate such of the Treasurer functions to the management agent as is deemed appropriate by the Board of Directors.

ARTICLE VI MEMBERSHIP

1. Meetings of Members.

A. Annual Meetings: The first annual meeting of the Association shall be held at the office of the Association one (1) year after the date of the adoption of these By-Laws, or at such other time and place as selected by the Board of Directors. Thereafter, the annual meeting of the Association shall be held at the office of the Association on the second Wednesday of April, or at such other date and place as selected by the Board of Directors. At such meetings there shall be elected by ballot of the Members, a Board of Directors, in accordance with the requirements of these By-Laws. The Members may also transact such other business of the Association as may properly come before the meeting. The Secretary shall file the affidavit of notice as required by the Act.

B. Special Meetings: It shall be the duty of the President to call a special meeting of the Association as directed by resolution of the Board of Directors or upon a petition signed by ten percent (10%) of the Members having been presented to the Secretary. No business shall be transacted at a special meeting except as stated in the notice thereof unless by consent of four-fifths (4/5) of the Members present, either in person or by proxy. In addition, a special meeting of the Association, to recall or remove a member of the Board of Directors, shall be called upon ten percent (10%) of the Members giving notice of the meeting, provided the notice states the purpose of the special meeting.

C. Notice of Meetings: It shall be the duty of the Secretary to provide notice of the annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the membership book of the Association, or, if no address appears, at his last known place of address, at least fourteen (14) days prior to such meeting and shall be posted

in a conspicuous place on the Condominium Property, at least fourteen (14) continuous days preceding the annual meeting. The Secretary shall provide an affidavit to be included in the official records of the Association as proof of such mailing. The mailing of the notice in the manner provided in this paragraph shall be considered notice served. Notice of meetings shall also be posted at a conspicuous place at the Condominium Property, at least fourteen (14) days in advance of each meeting, except in cases of emergency. Notice of any meeting at which Assessments against Members are to be considered shall specifically contain a statement that such Assessments will be considered and the nature of such Assessments.

D. Budgetary Meetings:

(i) The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of Assessments to the Members not less than fourteen (14) days prior to the meeting at which the budget will be considered. The Members shall be given written notice of the time and place of the meeting of the Board of Directors at which the budget will be considered and such meeting will be open to Members. If an adopted budget requires Assessment against the Members in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, the Board of Directors, upon written application of ten percent (10%) of the Members within 21 days after adoption of the annual budget to the Board of Directors, shall call a special meeting of the Members within sixty (60) days, after adoption of the annual budget, and hand deliver or mail to each Unit Owner notice of the meeting fourteen (14) days prior to such meeting. At the special meeting, Members may consider and enact a budget by a majority vote of all Members. If a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property shall be excluded from the computation.

(ii) As of the date of filing this Declaration, there are no levied or budgeted reserves for repair or replacement of Condominium Property. And as of the date of recording this Declaration there are no levied or budgeted expenses for: (a) contingencies or betterments to the Condominium Property; or (b) anticipated expenses of the Association other than those which the Board of Directors expects to be incurred on a regular or annual basis (collectively (a) and (b) referred to in this section as the "Nonrecurring Expenditures"). Notwithstanding the provisions contained in subsection (i) above or anything in these By-Laws to the contrary, any reserves and Nonrecurring Expenditures must be approved by a majority of the Voting Interests of the Developed Units as defined in the Declaration.

E. Quorum: No less than one-third (1/3) of the Members shall constitute a quorum for the transaction of business at all meetings.

F. Adjourned Meetings: If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided for by law, adjourn the meeting to a time not less than fourteen (14) days from the time the original meeting was called.

G. Voting: At every meeting of the Members, each Member present, either in person or by proxy, shall have the right to cast the same number of votes as their percentage ownership set forth in Exhibit "E" to the Declaration, on each question where a Member's vote is required. The vote of Members holding a majority of the votes present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration of Condominium or these By-Laws a different vote is required, in which case such express provision shall govern and control. All voting shall be by secret ballot.

H. Proxies: Unit Owners may not vote by general proxies but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration; for votes taken to amend the Articles of Incorporation or By-Laws; and for any other matter for which the Declaration or Florida Statutes requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of Board members except in the case of recall. General proxies may be used for other purposes for which limited proxies are not required, and may also be used in voting non-substantive changes to items for which a limited proxy is required and given. In no event shall such proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable, at any time, at the pleasure of the Member exercising it.

I. Waiver and Consent: Nothing herein shall be construed to prevent a Member from waiving notice of meeting or acting by written agreement without a meeting, and such waiver and action by written agreement are hereby expressly permitted. Notwithstanding the foregoing, meetings of Members must be held at least annually, and for voting on budgetary matters, waiver of reduction of reserve requirements.

2. Meetings of Directors.

A. Organizational Meeting: The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, provided a majority of the whole Board of Directors shall be present.

B. Regular Meetings: The Board of Directors may establish a schedule of regular meetings to be held at such place as the directors may designate.

C. Special Meetings: Special meetings of the Board of Directors may be called by the President, on three (3) days notice to each director, given personally or by mail, telephone, electronic mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) directors.

D. Notice of Regular and Special Meetings: Notice of the time and purpose of regular and special meetings of the Board of Directors shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. All meetings shall be open to Unit Owners. Notice of all meetings shall be conspicuously posted at the Condominium Property at least forty-eight (48) continuous hours prior to the meeting, except in cases of emergency. Written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use, will be considered, shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting.

E. Waiver of Notice: Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof.

F. Quorum: At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum, the majority of those present may adjourn the meeting from time to time and give notice of the new meeting pursuant to paragraph D above. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

ARTICLE VII (Intentionally Omitted)

ARTICLE VIII PROCEDURE

1. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-Laws of the Association or with applicable Florida law.

2. The order of business at annual Members' meetings and as far as practical at other Members' meetings will be:

- A. Ballots not yet cast shall be collected;
- B. Election of Chairman;
- C. Roll Call;
- D. Proof of Notice of Meeting; or Waiver of Notice;
- E. Reading of Minutes of Prior Meeting;
- F. Officers' Reports;
- G. Committee Reports;
- H. Election of Inspectors of Elections;
- I. Elections;
- J. Unfinished Business;
- K. New Business; and Adjournment.

ARTICLE IX ASSESSMENTS AND MANNER OF COLLECTION

1. The Board of Directors has the sole power to and shall from time to time fix and determine the amounts necessary to pay the Common Expenses of the Condominium. The Common Expenses include those expenses described in the Declaration of Condominium and any other expenses designated as Common Expenses by the Board of Directors, under the authority and sanction of the Declaration of Condominium and the Condominium Act.

2. Funds for the payment of Common Expenses shall be assessed against and shall be a lien against the Condominium Units in the proportion or percentage of sharing Common Expenses provided in the Declaration of Condominium.

3. Regular Assessments shall be paid by the Members on a monthly or quarterly basis, as determined by the Board of Directors from time to time, payable in advance on the first day of each and every month (or quarter), or as otherwise established by the Board of Directors.

4. Special Assessments should they be required by the Board of Directors, shall be levied and paid in the same manner as regular Assessments, unless the

Declaration of Condominium shall otherwise provide, or unless when the Special Assessment is levied, the Board determines that a different schedule of payment should be implemented for any particular Special Assessment.

5. When the Board of Directors has determined the amount of any Regular or Special Assessment, the Secretary shall transmit a statement of such Assessment to each Condominium Unit Owner. All such payments shall be made payable to Eau Gallie Boulevard Commercial Condominium Association, Inc.

Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of, or less than, the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or diminish the amount of an Assessment and make such adjustments in cash, or otherwise as they shall deem proper, in their sole discretion as set forth in these By-Laws, including the Assessment of each Member of his proportionate share for any deficiency. Notice of all changes in Assessments shall be given to all Unit Owners.

6. Assessments shall not include charges for utilities separately charged and metered to each Unit, nor charges for alterations, repairs, maintenance, improvements, or decorating within the Unit.

7. Assessments not paid within ten (10) days from the date due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the Association shall charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for each delinquent installment that payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment.

8. In the event an Assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said Assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declaration of Condominium and these By-Laws. Each Unit Owner shall be individually responsible for the payment of Assessments against his Unit and for the payment of reasonable attorney's fees and cost incurred by the Association in the collection of sums due and the enforcement of any lien held by the Association.

9. If the proposed annual budget is not adopted prior to the start of the new fiscal year, an Assessment shall be presumed to be 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.

ARTICLE X
FISCAL MATTERS

1. Fiscal year: The fiscal year of the Association shall begin on January 1 of each year, provided, however, that the Board of Directors shall be authorized to change to a different fiscal year, in accordance with the provisions of the Internal Revenue Code of the United States of America, at such time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in a savings and loan association or bank or banks in Brevard County, Florida, in an account for the Association under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature of the authorized officers. Said funds shall be used only for Association purposes.

If necessary, and if demanded by Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting Condominium Units.

3. Fidelity Bonds: Fidelity bonds shall not be required for directors, officers and employees of the Association, handling or responsible for Association funds, unless specified by a majority of the Board of Directors. The bond shall cover the maximum funds that will be in custody of the Association at any one time. The premium for any such bonds shall be paid for by the Association.

4. Records: The Association shall maintain accounting records according to good accounting practice. Such records shall include: (1) a record of receipts and expenditures for each Unit Owner which shall designate the name and address of the Unit Owner, the amount of each Assessment, the amounts paid upon the account and the balance due; (2) a register listing the names of any mortgage holders of lien holders who have notified the Association of their liens, and of the lien holders to which the Association is required to give notice of default. The records shall also include, but not be limited to, current copies of the Declaration, By-Laws and other rules and regulations, and other items as described in Section 718.111(12).

The Association records shall be open to inspection by any Association Member, the authorized representative of such Member or by holders, insurers and guarantors of first mortgages that are secured by a Unit in the Condominium. These records shall be available within five (5) working days after receipt of written request to the Board of Directors.

5. Financial Report: Within twenty-one (21) days after the final financial report of the previous year is completed by the Association or received from a third party contracted to do so, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail or hand deliver to each Unit Owner a

copy of the Financial Report or notice that a copy of the financial report shall be mailed without charge to a Unit Owner upon written request from the Unit Owner.

6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by the Declaration of Condominium pursuant to the provisions of the Declaration of Condominium.

ARTICLE XI RULES AND REGULATIONS

The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the Common Elements and Limited Common Elements, and such other rules and restrictions as are designed to prevent unreasonable interference with the use of the Units, Limited Common Elements and Common Elements by the Members and all Members shall abide thereby, provided that said Rules and Regulations shall be equally applicable to all Members and uniform in their application and effect.

ARTICLE XII ARBITRATION

In the event of internal dispute(s) among Unit Owners, Association, and their agents and assigns, arising from the operation of the Condominium, then said parties shall attempt to resolve said dispute(s) through mandatory non-binding arbitration in accordance with the then existing rules of the Act. The cost of the arbitration proceeding shall be borne equally between the disputing parties unless as otherwise provided in the Act. A judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction.

ARTICLE XIII VIOLATIONS AND DEFAULTS

In the event of a violation, (other than non-payment of an Assessment by a Unit Owner), of any of the provisions of the Declaration of Condominium, these By-Laws, the Rules and Regulations of the Association, the Articles of Incorporation, or any provision of the Condominium Act, the Association, after reasonable notice to cure not to exceed ten (10) days, shall have all rights and remedies provided by law, including without limitation (and such remedies shall or may be cumulative) the right to sue for damages, the right to seek injunctive relief, and in the event of the failure to pay Assessments, the right to foreclose its lien provided in the Condominium Act and in every such proceeding, the Unit Owner at fault shall be liable for court costs and the Association's reasonable attorney's fees. If the Association elects to enforce its lien for foreclosure, a Court may determine that a Unit Owner must pay rent after foreclosure judgment has been entered and the Unit Owner has remained in possession of the Unit. the Condominium Unit Owner at the court's discretion shall be required to pay a reasonable rent for his Condominium Unit during litigation and the Association shall be entitled to

the appointment of a receiver to collect such rent. A suit to collect unpaid Assessments may be prosecuted by the Association without waiving the lien securing such unpaid Assessments.

The Association may levy reasonable fines against a Unit for the failure of the Unit Owner or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fines may exceed one hundred (\$100.00) dollars per violation, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand (\$1,000.00) dollars. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee, in the following manner:

1. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of other Unit Owners, after reasonable notice of not less than fourteen (14) days, and which notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration of Condominium, By-Laws or Rules which allegedly had been violated and a short and plain statement of the matters asserted by the Association.

2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

3. If the committee of Unit Owners disagree with the fine, it will not be levied.

ARTICLE XIV AMENDMENT OF BY-LAWS

Subject always to the provisions of the Declaration of Condominium, these By-Laws may be amended, modified or rescinded in accordance with the Declaration of Condominium or by a resolution duly adopted by a majority of the Board of Directors at any duly called meeting of the Board of Directors, and thereafter submitted to the Members at any duly convened meeting of the Members where a quorum is present and approved by the holders of at least sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of the voting interests of all the Members of the Association in person or by proxy, and further provided that notice of the proposed change is given in the notice of the meeting, and further provided that the voting requirements of the Declaration of Condominium are met in full, in the appropriate cases. Notice may be waived in writing by any Member. Amendments to these By-Laws may be proposed by the Board of Directors, acting upon the vote of a majority of the directors, or proposed by Members of the Association having a majority of the votes in the Association.

No amendment shall discriminate against any Unit Owner nor any class or group of Unit Owners unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and 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 re-wording of By-Law. See By-Law Article ____ for present text." Non-material errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Brevard County, Florida.

ARTICLE XV VALIDITY

If any portion of the By-Laws shall be adjudged invalid, such fact shall not affect the validity of any other By-Law.

The foregoing was adopted as the By-Laws of Eau Gallie Boulevard Commercial Condominium Association, Inc., a Florida not-for-profit corporation, at a meeting of the Board of Directors of said Association duly noticed, by the unanimous vote of the Board of Directors on the 2 day of March, 2016.

EAU GALLIE BOULEVARD COMMERCIAL
CONDOMINIUM ASSOCIATION, INC., a
Florida corporation

By: _____

H. J. Underhill Jr., President

_____, Secretary

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EAU GALLIE BOULEVARD COMMERCIAL
CONDOMINIUM ASSOCIATION, INC., a
Florida corporation

By: _____,
_____, President



KEN WELSH, Secretary

EXHIBIT "E" TO THE
DECLARATION OF CONDOMINIUM OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

UNDIVIDED SHARES IN COMMON ELEMENTS, AND VOTING RIGHTS,
COMMON EXPENSES AND COMMON SURPLUS

SHARES IN COMMON ELEMENTS AND VOTING RIGHTS

UNIT	% INTEREST
1	6.67%
2	6.67%
3	6.67%
4	6.67%
5	6.67%
6	6.67%
7	6.67%
8	6.67%
9	6.67%
10	6.67%
11	6.66%
12	6.66%
13	6.66%
14	6.66%
15	6.66%

INITIAL SHARES IN COMMON EXPENSES AND COMMON SURPLUS

UNIT	% INTEREST
1	20%
2	0%
3	0%
4	0%
5	20%
6	20%
7	20%
8	20%
9	0%
10	0%
11	0%
12	0%
13	0%
14	0%
15	0%

SHARES IN COMMON EXPENSES AND COMMON SURPLUS
UPON DEVELOPMENT OF ALL UNITS

UNIT	% INTEREST
1.	6.67%
2.	6.67%
3.	6.67%
4.	6.67%
5.	6.67%
6.	6.67%
7.	6.67%
8.	6.67%
9.	6.67%
10.	6.67%
11.	6.66%
12.	6.66%
13.	6.66%
14.	6.66%
15.	6.66%

EXHIBIT "F" TO THE
DECLARATION OF CONDOMINIUM OF
EAU GALLIE BOULEVARD COMMERCIAL CONDOMINIUM

LEGAL DESCRIPTION CONVERSION CHART

<u>Property/Owner</u>	<u>Deed into Owner</u>	<u>Unit #</u>
Eau Gallie Boulevard Development, LLC	Official Records Book 5187 Page 3423	1
Eau Gallie Boulevard Development, LLC	Official Records Book 5187 Page 3423	2
Eau Gallie Boulevard Development, LLC	Official Records Book 5187 Page 3423	3
Eau Gallie Boulevard Development, LLC	Official Records Book 5187 Page 3423	4
Holiday Builders, Inc.	Official Records Book 5574 Page 6238	5
Holiday Builders, Inc.	Official Records Book 5574 Page 6238	6
Eau Gallie Boulevard Development, LLC	Official Records Book 5187 Page 3423	7
Kim Richard Welsh & Gina Welsh	Official Records Book 5663 Page 2001	*8.a.
Janet Anciro & Jayadevan Kundumadathil	Official Records Book 6606 Page 1829	*8.b.
SPCR Holdings, LLC.	Official Records Book 7107 Page 1380	*8.c.
Eau Gallie Boulevard Development, LLC	Official Records Book 5187 Page 3423	9

Eau Gallie Boulevard Development, LLC	Official Records Book 5597 Page 1253	10
Eau Gallie Boulevard Development, LLC	Official Records Book 5597 Page 1253	11
Eau Gallie Boulevard Development, LLC	Official Records Book 5597 Page 1253	12
Montreal LTD	Official Records Book 6351 Page 138;	13
	Official Records Book 6351 Page 132;	
	Official Records Book 6351 Page 126;	
	Official Records Book 6351 Page 120;	
	Official Records Book 6351 Page 114; and	
	Official Records Book 6351 Page 108	
Montreal LTD	Official Records Book 6351 Page 138;	14
	Official Records Book 6351 Page 132;	
	Official Records Book 6351 Page 126;	
	Official Records Book 6351 Page 120;	
	Official Records Book 6351 Page 114; and	
	Official Records Book 6351 Page 108	
Montreal LTD	Official Records Book 6351 Page 138;	15

Official Records Book 6351
Page 132;

Official Records Book 6351
Page 126;

Official Records Book 6351
Page 120;

Official Records Book 6351
Page 114; and

Official Records Book 6351
Page 108

* See Declaration of Condominium of Eau Gallie Boulevard Building #8 Condominium
recorded even date herewith.