

REC-1970 FALL 858

VERIFIED
CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

DECLARATION OF CONDOMINIUM
ESTABLISHING
OPUS 21 TOWN-HOUSE CONDOMINIUM

ARTICLE I

LEGAL DESCRIPTION OF LAND AND
SUBMISSION TO CONDOMINIUM OWNERSHIP

Kenneth P. Saundry, hereinafter referred to as the "Developer", does hereby make, declare and establish this Declaration of Condominium, hereinafter referred to as the "Declaration", in order to establish a plan of condominium apartment ownership for the Developer, his successors and assigns of the real property hereinafter described and all improvements to be constructed and situated thereon. The Developer is the owner of record of the fee simple title to the real property situated in Brevard County, Florida, which property is more particularly described in Exhibit "A" entitled "Legal Description" attached hereto and made a part hereof by reference thereto. The Developer does hereby submit the said real property, together with all improvements now situated thereon and to be constructed thereon, to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, commonly known as the "Condominium Act", hereinafter referred to as the "Act", and the provisions of said Act are hereby incorporated herein by reference thereto.

The condominium established by this Declaration shall be governed by, and the rights, duties and responsibilities of the unit owners are established by this Declaration and the Act. If there is any conflict between the provisions of this Declaration and the provisions of the Act, the provisions of the Act shall take precedence.

Definitions contained in the Act shall be the definitions of like terms as used in this Declaration and in the exhibits hereto, unless other definitions are specifically set forth. As the term is used herein and in the exhibits hereto, "Apartment" or "Apartment and parking space" shall be synonymous with the term "Unit" as defined in the said Act and the term "Apartment Owner" or "Apartment and Parking Space Owner" shall be synonymous with the term "Owner" as defined therein.

ARTICLE II

NAME OF CONDOMINIUM

The name by which the condominium established by this Declaration is to be identified is OPUS 21 TOWN-HOUSE CONDOMINIUM, hereinafter referred to as the "Condominium".

ARTICLE III

SURVEY OF LAND AND DESCRIPTION OF IMPROVEMENTS

A. Survey, Graphic Description and Plot Plans. A survey of the land hereby submitted to the condominium form of ownership, a graphic description of the condominium apartment buildings and parking spaces, and other improvements constructed and to be constructed thereon, together with plot plans and other documents showing common elements and limited common elements within or attached to the buildings or upon the land, and the location and dimension of each apartment and parking space are attached hereto and made a part hereof and are collectively identified as Exhibit "B". For the purposes of identification, the separate condominium buildings are given separate identifying letters and all apartments

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in the condominium buildings are given separate identifying numbers. No condominium building bears the same identifying letter as does any other separate condominium building and no apartment bears the same identifying number as does any other apartment. Said identifying letters and numbers are as follows:

Condominium Buildings:

A, B, C and D

Apartments:

1 through 4, Building A
5 through 10, Building B
11 through 16, Building C
17 through 20, Building D

B. Improvements - General Description.

1. Apartment Buildings: The condominium consists of four separate multi-story apartment buildings containing a total of twenty (20) town-house apartment units. Two (2) of the separate buildings each contain four (4) town-house apartments and two (2) of the buildings each contain six (6) town-house apartments.

2. Parking Spaces: There are twenty (20) parking spaces, all of which are common elements.

3. Apartment Boundaries: Notwithstanding the actual location of the walls, ceilings and floors, each town-house apartment consists of the space bounded by the vertical projections of the inside apartment boundary lines, which include the inside boundary lines of the attached enclosed garage, as shown on sheets 4 through 9, inclusive, of Exhibit "B" attached hereto.

C. Construction of Condominium Substantially Completed. The construction of the condominium buildings and apartments therein, the parking spaces and other improvements described in this Article III and as graphically shown and described in the exhibits collectively identified as Exhibit "B" attached hereto are substantially completed as of the date of the execution and recordation of this Declaration. A surveyor's certificate certifying that the survey, graphic description and plot plans included in Exhibit "B" together with the provisions of this Declaration describing the condominium property, are correct and accurate representations of the locations and dimensions of the improvements, and that the identification, location and dimensions of each apartment and the limited common elements and the common elements can be determined from such materials, is attached as Sheet 1 of Exhibit "B". Said surveys, graphic descriptions, and plot plans were prepared by John R. Campbell, Registered Land Surveyor, Certificate Number 2351, State of Florida, of Allen Engineering, Inc., and the aforesaid have been certified in the manner required by the Florida Condominium Act.

ARTICLE IV

TYPES OF CONDOMINIUM PROPERTY.

The condominium property is divided into apartment units, limited common elements and common elements, each of which is described as follows:

A. Apartment Units are the individual town-house apartments, each of which includes an attached enclosed garage as a part of

such unit, located within the apartment buildings, all as shown on sheets 4 through 9 inclusive, of Exhibit "B" attached hereto.

B. Limited Common Elements are porches or patios adjacent to the apartment unit on the ground floor and balconies adjacent to the apartments on the upper floors. Each apartment shall have separate water and electric meters which shall be considered as limited common elements. Each of the aforesaid limited common elements is reserved for the exclusive use of the apartment unit to which it is appurtenant, to the exclusion of all other apartment units.

C. Common Elements. All property included in the condominium which is not within an apartment unit or appurtenant thereto or which has not been designated as a limited common element in the preceding paragraph "B" of this Article IV, shall be deemed to be part of the common elements of the condominium. Such common elements include but are not limited to, parking spaces, driveways, sidewalks, landscape areas, all of the lands described in the legal description of the condominium, fences, retaining walls, trash receptacles, sprinkler systems, and pipes, wires, conduits or other public utility lines running through said respective apartment units which are utilized for or serve more than one apartment unit and all personal property of the condominium including bank accounts, condominium funds and the common surplus.

ARTICLE V

OWNERSHIP OF LIMITED COMMON AND COMMON ELEMENTS AND RESTRAINTS UPON SEPARATION

The owners of each apartment unit shall own an undivided five percent (5%) interest in the common elements and limited common elements.

The fee title to each apartment unit shall include both the apartment unit and the respective undivided five percent (5%) interest in the common elements and the limited common elements appurtenant thereto, and such undivided interest cannot be separated from the apartment unit to which it is appurtenant and cannot be conveyed separately from the unit to which it is appurtenant. Such undivided interest in the common elements and the limited common elements shall be deemed to have been conveyed, devised, encumbered, tagged or otherwise included in and with the apartment unit to which it is appurtenant even though such undivided interest is not expressly mentioned or described in a deed, conveyance, devise, tag or other instrument. The undivided interest in the limited common elements is subject to the rights of the exclusive use and enjoyment thereof as stated in Article IV and the provisions of this Article V shall not amend or modify those rights.

ARTICLE VI

PROHIBITION AGAINST FURTHER SUB-DIVISION AND WAIVER OF RIGHT OF PARTITION

The space within any of the apartment units shall not be further divided. Any instrument, whether a deed, conveyance, mortgage, devise or otherwise, which describes only a portion of the space within any apartment unit shall be deemed to have described the entire unit owned by the person executing such instrument.

The Developer and each subsequent owner of any interest in any apartment unit, by acceptance of a deed, a conveyance or other instrument by which title to an interest in any apartment unit is

transferred to such devisee or beneficiary of a deceased owner of such interest, acceptance of such interest, waives the right of partition of any interest in the limited common elements and common areas under the laws of the State of Florida as such laws might exist or may hereafter exist, unless and until the condominium is declared under the provisions of this Declaration or in accordance with any applicable laws of the State of Florida covering the creation of condominiums.

The Developer hereby reserves the right to remove any party walls between and divide the individual apartment units in order that said units may be used as one integral unit; however, all assessments made under the provisions of this Declaration and all voting rights in the Association hereunder shall be calculated on the basis of separate apartment units, notwithstanding the several units being used as one unit.

ARTICLE VII - ADMINISTRATION OF CONDOMINIUM

The operation and management of the condominium shall be conducted and administered by BREVARD HOMEOWNERS ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association" or "Corporation".

The Association shall have all of the powers, privileges, responsibilities and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, as well as all powers and duties set forth in the Condominium Act. True and correct copies of the Articles of Incorporation and By-Laws of the Association are attached hereto and designated as Exhibits 'C' and 'D', respectively, and made a part hereof by reference thereto.

ARTICLE VIII - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

The Developer and all persons hereafter owning a vested present interest in the fee simple title to any of the apartment units shown on the exhibits attached hereto and which interest is evidenced by the recording of a proper instrument in the public records of Brevard County, Florida, shall automatically be members of the Association and their membership shall automatically terminate when they no longer own such interest.

There shall be a total of twenty (20) votes to be cast by the owners of the apartment units. Such votes shall be apportioned and cast as follows: The owner of each apartment unit shall be entitled to cast (1) vote. When an apartment unit is owned by more than one person, all of the owners thereof shall designate, in writing, an individual owner shall be entitled to cast the vote in behalf of the owners of an apartment unit of which he is a part, until such authorization shall have been changed in writing. The term "Owner" as used herein shall be deemed to include Developer.

All affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, hereinafter referred to as "Board of Directors", which shall initially consist of three (3) members who are all to be elected annually by the members entitled to vote.

The Developer shall have control of the Association and shall be entitled to elect members thereof until the Developer has

conveyed title to three (3) apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors.

Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors as follows:

1. Three (3) years after sales by the Developer have been closed or fifty percent (50%) of the apartment units; or,
2. Three (3) months after sales have been closed by the Developer on ninety percent (90%) of the apartment units; or,
3. When all of the apartment units have been completed and some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or,
4. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business,

whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business any apartment unit in the condominium project.

Within sixty (60) days after the apartment owners have elected a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Association and the unit owners within the Developer's control or under the jurisdiction of the Developer, including, but not limited to, the following items, if applicable:

1. The original, a certified copy, or a photocopy of the recorded Declaration of Condominium; if a photocopy is provided, the same shall reflect the recording information and shall be certified by affidavit by the Developer or officer or agent of the Developer as being a true and complete copy of the actual recorded Declaration; the Articles of Incorporation of the Association; By-Laws; minute books and other corporate books and records of the Association; and any house rules and regulations which may have been promulgated.
2. Resignations of officers and members of the Board of Directors who may be required to resign for reason of the requirement that the Developer relinquish control of the Association.
3. An accounting or accountings for Association funds. The Developer shall be liable to the Association for all of the funds of the Association that are not properly expended and which were collected during the period of time that the Developer controlled the Board of Directors of the Association.
4. Association funds or control thereof.

5. All tangible personal property that is represented by the Developer to be part of the common elements, or that is ostensibly part of the common elements, or that is property of the Association, and inventories of these properties.
6. A copy of the plans and specifications utilized in the construction of improvements and the supplying of equipment to the condominium and for the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the Developer or of his agent, or of an architect or engineer authorized to practice in this state that such plans and specifications represent to the best of their knowledge and belief the actual plans and specifications utilized in and about the construction and improvement of the condominium property and for the construction and installation of the mechanical components serving the improvements.
7. Insurance policies.
8. Copies of any certificates of occupancy which may have been issued within one (1) year of the date of creation of the condominium.
9. Any other permits issued by governmental bodies applicable to the condominium property and which are currently in force or were issued within one (1) year prior to the date upon which the unit owners other than the Developer took control of the Association.
10. Written warranties of the contractor, subcontractors, suppliers and manufacturers that are still effective.
11. A roster of unit owners and their addresses and telephone numbers, if known, as shown on the Developer's records.
12. Leases of the common elements, or in which the Association is lessor or lessee.
13. Employment contracts in which the Association is one of the contracting parties.
14. Service contracts in which the Association is one of the contracting parties or service contracts in which the Association or the unit owners have directly or indirectly an obligation or responsibility to pay some or all of the fee or charge of the person or persons performing the services.
15. Other contracts in which the Association is one of the contracting parties.

ARTICLE IX - COMMON EXPENSES AND SURPLUS,
ASSESSMENTS, LIENS AND COLLECTION AND ENFORCEMENT PROCEDURES

A. Share of Common Expenses and Surplus and Assessments. The common expenses of the condominium and all assessments shall be shared by the apartment owners in the same percentages as they own undivided interests in the common elements and limited common elements as set forth in Article V above. Any common surplus of the

Association shall be owned and shared by the apartment owners in the same percentages as they share the common expenses and assessments as specified above. Common surplus shall be the excess of all receipts of the Association from this condominium, including, but not limited to assessments, rents, profits and revenues on account of the common elements of this condominium, over the amount of the common expenses of this condominium.

B. Assessments. The Board of Directors of the Association shall adopt a budget for each fiscal year of the Association and shall make such assessments against the members of the Association as may be required in order to fund each such budget in accordance with the procedures therefor as set forth in the By-Laws of the Association.

Failure by the Board of Directors to include any item in the annual budget shall not preclude the Board of Directors from levying an additional assessment to pay for such item; however, such additional assessment must be made in the manner provided by the By-Laws of the Association.

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, special assessments which are not connected with an actual operation, managerial or maintenance expense of the condominium shall not be levied without the prior approval of the members owning at least three fourths (3/4) of the apartment units in the condominium. Assessments which are unpaid for over ten (10) days after due date shall bear interest at the rate of ten percent (10%) per annum from the due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable.

C. Lien of Association. The Association shall have a lien on each condominium parcel (the term "Condominium Parcel" shall include the apartment unit and the owner's interest in the limited common elements and the common elements appurtenant to the apartment unit) for any unpaid assessments and interest thereon which have been assessed against the owner of such unit. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the apartment unit, the name of the record owner, the amount due and the date when due and the said lien shall continue in effect until all sums secured by the lien have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the Association. When any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording the claim of lien.

D. Collection and Enforcement Procedures. The Board of Directors may take such action as it deems necessary to collect assessments by personal actions, or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent apartment unit owner shall pay all costs, including reasonable attorneys' fees, for

filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien and apply as credit against said bid all sums due the Association which are covered by the lien enforced.

Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel during the period of foreclosure, if occupied by a unit owner, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid in the condominium parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.

The holder of a mortgage who shall acquire title to an apartment unit by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof, or a purchaser at judicial sale resulting from the foreclosure of a mortgage, and their successors and assigns, shall not be solely liable for the share of the common expenses and assessments pertaining to such unit or chargeable to the former unit owner which became due prior to such acquisition of title, unless such share is secured by a claim of lien for assessments that was recorded prior to the recording of the foreclosed mortgage or the mortgage which resulted in the voluntary conveyance in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the unit owners, including such acquirer of title. The holder of a mortgage encumbering a unit shall not be obligated to pay any assessments due hereunder to protect its lien until such time as the said mortgage shall have been foreclosed and title to the mortgaged unit shall have become vested in the holder of the said mortgage, or the purchaser at the judicial sale resulting therefrom, or title to the mortgage unit shall have been conveyed to the holder of the mortgage in lieu of foreclosure, and upon the happening of either of those events, the holder of title to the former mortgaged unit shall become obligated to pay all assessments when due which shall accrue thereafter.

E. Developer Guarantee of Assessments. The Developer guarantees that so long as the Developer is entitled to elect the majority of the members of the Board of Directors of the Association, the assessments for common expenses of the condominium, imposed upon the unit owners other than the Developer, will not exceed the following amount per month:

Apartments 1 through 20	\$50.00
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and the Developer shall be and is obligated and responsible to pay any amount of common expenses incurred during the period the Developer is entitled to elect a majority of the members of the Board of Directors of the Association and not produced by or realized from the assessments at the guaranteed level and received from the other unit owners. However, upon thirty (30) days written notice to each apartment owner, the Developer may revoke the guarantee provided that the Developer shall thereafter pay the same monthly maintenance charge for each unit then owned by the Developer that the owners of similar units are thereafter required to pay.

Except as otherwise provided in this Article IX, no unit owner may be excused from the payment of the unit owner's proportionate share of the common expenses of the condominium unless all unit

owners are likewise excused from such payment; except, that, the Developer shall not be obligated to pay any specific monthly assessment for those units owned by the Developer during such period of time as the Developer has guaranteed that the monthly assessments for common expenses of the condominium imposed upon the unit owners other than the Developer will not be increased over the amount stated hereinabove and has obligated himself to pay any amount of common expenses incurred by the condominium over and above the assessments at the guaranteed level received from other unit owners.

ARTICLE X - INSURANCE COVERAGE, USE AND
DISTRIBUTION OF PROCEEDS, AND
REPAIR OR RECONSTRUCTION AFTER CASUALTY

A. All Insurance to be Purchased by Association. All insurance policies insuring the condominium property or the Association shall be purchased by the Association. The named insured shall be the Association and the apartment unit owners and their mortgagees as their interests may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

B. Liability Insurance. The Association shall be required to carry public liability insurance in sufficient amounts to provide adequate protection to the Association and its members as decided from time to time by the Board of Directors of the Association. All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of the apartment unit owners as a group to each apartment unit owner.

C. Casualty Insurance. The Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land described in Exhibit "A" attached hereto, including all parts of the buildings, both exterior and interior, and including fixtures and all personal property owned by the Association, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value of such improvements, fixtures and personal property without deduction for depreciation but exclusive of foundation and excavation costs, as determined annually by the insurance carrier. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement if such insurance is available, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief.

D. Other Insurance. The Association may carry such other insurance, or obtain such other coverage as the Board of Directors of the Association may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Florida Workmen's Compensation Law.

E. Payment of Premiums. The premiums for all insurance policies acquired by the Association pursuant to this Article X and other expenses in connection with such insurance shall be paid by the Association as an operating expense and shall be charged as common expenses.

F. Use and Distribution of Proceeds and Repair or Reconstruction. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to any of the buildings or other improvements shall be payable to the Association, the apartment owners and the institutional mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is herein-after defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the apartment unit owners and the institutional first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association; provided, however, that any repair or restoration on account of such physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of twenty percent (20%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss or damage sustained to the condominium improvements shall be payable to the Association and all institutional first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and material to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund by such institutional first mortgagee shall be in accordance with such institution's usual and customary construction loan procedures. No fee whatsoever shall be charged by such institutional first mortgagee for its services in the administration of the construction fund. Any sums remaining in the construction fund, after the completion of the restoration, reconstruction and repair of the improvements and full payments therefor, shall be paid over to the Association and held for, and/or distributed to, the apartment owners in proportion to each apartment unit owner's share of the common surplus.

If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency and shall pay said sum to the aforesaid construction loan fund.

Notwithstanding which institutional first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between or among themselves which one shall administer the construction fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Directors may determine that it is in the best interest of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinafter provided. No institutional mortgagee shall be required to cause such insurance proceeds to be made available to the Association prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurance may consist of, without limitation, obtaining (1) a construction loan from another source, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair and reconstruction made necessary by a casualty shall be commenced and completed as expeditiously as reasonably possible substantially in accordance with the plans and specifications for the construction of the original buildings and other improvements. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any apartment unit, unless an appropriate amendment be made to the Declaration.

Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

G. Termination of Condominium After Casualty. If substantial loss, damage or destruction shall be sustained to the condominium improvements and at a special meeting of the membership of the Association called for such purpose, the owners of at least three-fourths (3/4) of the apartment units in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent by all of the holders of recorded liens affecting any of the condominium apartments or parcels.

H. Mortgagees Right to Advance Premiums. Should the Association fail to pay the premiums for such insurance policies when due, or should the Association fail to comply with other insurance requirements of any institutional mortgagee holding a unit mortgage or mortgages, said institutional mortgagee or mortgagees shall have the right, at their option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance and to the extent of the money so advanced, said mortgagee or mortgagees shall be subrogated to the assessment and lien rights of the Association as against the individual apartment owners for the payment of such item of common expense.

I. Individual Apartment Owner's Insurance. Each individual apartment owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own apartment and for purchasing insurance upon his own personal property.

ARTICLE XI - RESPONSIBILITY FOR MAINTENANCE AND REPAIR

A. Responsibility of Apartment Owner. Each apartment owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning a heating equipment, including compressor and condenser and all appurtenances thereto, whether or not the same be located in the apartment unit, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, lights, power, telephone, sewerage and sanitary service to his apartment unit which may now or hereafter be affixed or contained within his apartment unit. Such owner shall further be responsible for maintenance, repair and replacement of any and all wall, ceiling and floor surfaces, doors and garage door, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Where the limited common

elements consist of a private porch, patio or balcony appurtenant to an apartment unit, such an apartment owner shall be responsible for the maintenance, care and preservation of the windows and screening thereon or therein where applicable, and the fixed and/or sliding door or doors in the entrance way or ways to said porch, patio or balcony, and the replacement of light bulbs thereon or therein, if any. Such apartment owner shall further pay for his water, electricity and telephone.

B. Responsibility of Association. The Association shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements (except such repairs and maintenance to limited common elements) which are the responsibility of the apartment owner as specified in paragraph A of this Article), including those portions thereof which contribute to the support of the apartment buildings, and all conduits, ducts, plumbing, wiring, and other facilities located in the common elements for the furnishing of utility services to the apartments. Painting of all painted exterior surfaces of all improvements situated on the condominium property, including all interior walls, floors and ceilings within any private porch, patio or balcony which constitute limited common elements appurtenant to an apartment unit, shall be the responsibility of the Association. Cleaning of all exterior surfaces of all improvements situated on the condominium property shall be the responsibility of the Association, except that the Association shall not be responsible for the cleaning of any exterior glass surfaces of any of the apartment units unless the Board of Directors shall elect to provide a periodic window cleaning service for all of the apartment units as part of its general maintenance program. Should any damage be caused to any apartment through any work which may be done by the Association in any maintenance, repair or replacement hereunder, the Association shall pay the expense of repairing such damage.

C. Damage by Casualty. Where loss, damage or destruction is sustained by casualty to any part of the buildings, whether interior or exterior, whether inside an apartment unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment unit or not, and such loss, damage or destruction is insured for such casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the apartment owners shall be specially assessed to make up the deficiency irrespective of a determination as to whether the loss, damage or destruction is to a part of the buildings, or to fixtures or equipment which is an apartment unit owner's responsibility to maintain.

D. Enforcement of Maintenance. In the event owners of an apartment unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any apartment unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof.

E. Maintenance Contracts. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium associations contracting with the same firm, person or corporation for maintenance and repair.

F. Determination of Exterior Color Scheme. The Association shall determine the exterior color scheme of all buildings and

other improvements and shall be responsible for the maintenance thereof, and no apartment owner shall paint an exterior wall, door, window, porch, patio, balcony, or any exterior surface at any time without the written consent of the Association.

ARTICLE XII - LIMITATIONS UPON RIGHT OF OWNER
TO ALTER OR MODIFY APARTMENT UNIT

No owner of an apartment unit shall enclose the porch, patio or balcony, which constitutes a limited common element appurtenant thereto, with glass, jalousies, wood, screen or other material, or make any structural modifications or alterations of the apartment unit. Further, no owner shall cause any improvements or changes to be made to the exterior of any buildings or improvements situated on the condominium property, including painting or other decoration, the installation of awnings, shutters, electric wiring, air conditioning units or other things which might protrude through or be attached to the walls of the said improvements. Further, no owner shall in any manner change the appearance of any portion of the said improvements not wholly within the boundaries of his apartment unit.

ARTICLE XIII - ADDITIONS, ALTERATIONS OR
IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Directors of the Association the condominium property shall require additions, alterations or improvements (in excess of the usual items of maintenance) and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment unit owners, the Board of Directors shall proceed with the construction of such additions, alterations or improvements, and shall specifically assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed twenty percent (20%) of the then current regular annual assessment unless prior written consent is received from seventy-five percent (75%) of the apartment owners.

ARTICLE XIV - USE AND OCCUPANCY RESTRICTIONS

A. Each apartment unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants.

B. No nuisances shall be committed, allowed to be committed, permitted or maintained upon the condominium property, nor any use or practice that is or may reasonably become the source of annoyance to residents, or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No apartment unit owner shall permit any use of his apartment or make use of the common elements that will increase the cost of insurance upon the condominium property.

C. No immoral, improper, or offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

D. Domestic house pets and animals shall be allowed in the apartment units, provided that they are not kept, bred or maintained for any commercial purposes and further provided that such

house pets and animals causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. All domestic house pets and other animals shall be kept on leash when outside of the owner's apartment unit. Regulations concerning and limiting the types and/or numbers of domestic house pets and animals that may be kept within an apartment unit may be adopted by the Board of Directors of the Association.

E. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Board of Directors of the Association as provided by its Articles of Incorporation and the By-Laws.

F. The Board of Directors, or the agents and employees of the Association may enter, upon proper notice and at reasonable times, any apartment unit for the purpose of maintenance, inspection, repair, replacement of the improvements within apartment units or the common property, or, in case of emergency threatening the apartment units or the common property, to determine compliance with these restrictions, reservations, covenants, conditions, and easements and with the By-Laws of the Association, except that in cases of emergency, reasonable notice shall be as determined by the Board of Directors and made a part of the regulations described in Paragraph E above.

G. No sign, advertisement or notice of any type shall be shown on the common property or any window in any apartment unit, and no exterior antenna and aerials shall be erected except as provided under uniform regulations promulgated by the Association.

H. An apartment owner shall not place or cause to be placed in the hallways, walkways, stairways, driveways and other project areas and facilities of similar nature, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

I. No open parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including but not limited to trucks, motorcycles, trailers or boats will be parked or placed upon such portions of the condominium property unless permitted by the Board of Directors. No parking space shall be used by any person other than an occupant of the condominium who is an actual resident or by his guest or visitor, and by such guest or visitor only when such person is in fact visiting and upon the premises.

J. Until the Developer has closed all of the sales of the apartment units in the condominium, neither the other apartment unit owners nor the Association shall interfere with the sale of such apartment units. The Developer may make such reasonable use of the unsold apartment units and common and limited common elements as may facilitate his sales, including but not limited to maintenance of a sales office, model apartments, the showing of the property, and the display of non-offensive signs.

K. That portion of any drape, curtain, blind, shutter or other window covering visible from the exterior of the building on any window located on the west side of the building shall be light tan, beige or off-white in color.

L. No mirror or reflector type material may be used on any window or other glass surface located on the west side of the building. This restriction shall not prohibit the use of smoked or other tinted glass.



ARTICLE XV - LIMITATION ON LEASE OR SALE

The lease or sale of any apartment unit by an owner thereof shall be subject to the following conditions:

A. Conditions for Lease. Prior to the lease of the apartment unit, the owner of such apartment unit shall deliver to the Association a written notice setting forth the name and address of the person or persons with whom the proposed lease is to be made, two bank references and two individual references (local, if possible) for such person or persons and the terms of the proposed lease agreement (or attaching a copy of the proposed lease to such notice) and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors is authorized to waive any or all of the references above mentioned. The Board of Directors, within twenty (20) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either approve or disapprove of the proposed lease transaction by written notice to be delivered to the owner of the apartment unit (or mailed to the place designated by the owner of the apartment unit in his notice). The Association shall not unreasonably withhold its approval of a prospective leasee. In the event the Board of Directors fails to deliver such written notice of approval or disapproval to the owner of the apartment within the time specified herein, such failure shall be deemed to be an approval of the proposed lease by the Board of Directors and the owner of the apartment unit shall be free to lease his unit to the prospective tenant upon the terms set forth in his notice to the Association. The sub-leasing of the apartment unit shall be subject to the same conditions that are applicable to the leasing thereof.

B. Conditions for Sale. Prior to the sale of any apartment unit, the owner of any such apartment unit, shall deliver to the Association a written notice to be accompanied by a copy of the proposed contract for sale or purchase, which written notice shall contain the name and address of the prospective buyer, two bank references and two individual references (local, if possible) for such buyer, and other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. The Board of Directors is authorized to waive any or all of the references above mentioned.

Within twenty (20) days from the receipt of said notice and contract and such supplemental information as is required by it, the Board of Directors of the Association shall either approve the proposed sale by giving written notice of the said approval to the selling owner, or shall give written notice of the proposed sale together with a copy of the proposed contract, to all members of the Association. In the event the Board of Directors shall not elect to approve the proposed sale without submitting it to the members as herein stated, the Board of Directors shall notify the selling owner, within twenty (20) days from its receipt of the said notice and such supplemental information from the selling owner, that the contract has been submitted to the members of the Association so that the members of the Association may have the option of purchasing the apartment unit owned by the selling owner upon the same terms and conditions as specified in the contract for sale and purchase submitted to the Association by the selling owner.

If any member of the Association desires to purchase the said apartment unit upon the same terms and conditions stated in the contract for sale and purchase submitted by the selling owner,

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such member shall, within twenty (20) days from the date that the notice of sale and copy of the contract was received by the Association, submit a contract for sale and purchase, executed by such member, to the selling owner, with a copy to the Association and a copy to the escrow agent, if any, holding the deposit as stated in the original contract for sale and purchase submitted by the selling owner. This contract, hereinafter referred to as a "responsive contract" shall be identical to the one submitted by the selling owner except for the names and addresses, etc., of the buyer and the date of execution by the parties. The buying member shall also submit a deposit in cash, cashier's check or certified check to the escrow agent described in the original contract and for the same sum stated in the original contract.

If the selling owner receives responsive contracts from more than one member of the Association within the time period hereinafter stated, and if one or two responsive contracts are from owners of apartment units horizontally adjacent to the one being offered for sale, the selling owner shall accept the contract submitted by one of the owners of a horizontally adjacent apartment unit to the exclusion of the other responsive contracts. If both owners of the two apartment units horizontally adjacent to the one being offered for sale submit responsive contracts, the selling owner, at his sole option, may choose between the two and shall accept the responsive contract of the member which he has chosen. If more than two responsive contracts are received by the selling owner, and none of the members of the Association submitting such responsive contracts shall own an apartment unit horizontally adjacent to the one being offered for sale by the selling owner, the selling owner may accept, at his sole option, any of the said responsive contracts.

The selling owner shall execute one of the aforesaid responsive contracts within twenty-six (26) days from the date of receipt of the notice of sale by the Association, as hereinabove stated, and shall, on the thirtieth (30th) day from the date of said receipt of notice of sale by the Association, notify all members who have submitted responsive contracts, except the member whose contract for sale and purchase has been accepted by the selling owner, that their offers to purchase have been refused and shall notify the escrow agent to return all deposits which may have been submitted to the escrow agent by members submitting responsive contracts for sale and purchase, and shall forward an executed copy of the contract for sale and purchase which the selling owner has accepted, to the member submitting such accepted responsive contract. Any responsive contract not received by the selling owner within twenty-six (26) days from date of receipt of said notice of sale by the Association shall not be binding upon the selling owner.

All responsive contracts shall be delivered in person to the selling owner, or shall be mailed to the selling owner by certified mail, return receipt requested. The notice given by the Board of Directors of the Association to the members of the Association of the proposed sale by the selling member shall state the date that the said notice was received by the Association.

The provisions of this Article shall not apply to the sale by a selling owner of an apartment unit to a member of the Association and shall not apply to the sale by an apartment unit owner to any member of his immediate family, that is, spouse, children or parents, or to the transfer of ownership by testate or intestate succession following the death of such owner.

The notice and contract of sale submitted by the selling owner to the Association shall be delivered personally to any officer of

the Association and a receipt therefor obtained from such officer, or shall be mailed to the Association by certified mail, return receipt requested, and the date of such receipt shall be binding as to the date on which the notice and contract was received by the Association.

In the event that the selling owner shall not receive any notice of approval of the proposed sale from the Association as specified herein, following receipt by the Association of the selling owner's notice to the Association, and shall not receive any responsive contracts within twenty-five (25) days from the date that the said notice was received by the Association, the selling owner shall be free to consummate and close the sale of his apartment unit to his original contract vendee.

Any sale of an apartment unit where the owner has failed to comply with the provisions of this Article shall be voidable at the election of the Board of Directors, provided, however, that the Board of Directors shall, within sixty (60) days of the recording in the Public Records of Brevard County, Florida, of the deed by which the selling owner conveyed title to the apartment unit in violation of the provisions of this Article, commence an action in the court having jurisdiction thereover to set aside the aforesaid conveyance and to have the deed declared to be null and void because of the failure of the selling owner to comply with the provisions of this Article.

The purchaser of any apartment unit whose prospective seller has had a deed thereto recorded in the Public Records of Brevard County, Florida, for at least sixty (60) days preceding such purchase, shall not be required or obligated to make inquiry of the Association or any other person as to whether or not such seller's grantor complied with the provisions of this Article in selling such apartment unit to the seller, and the Association may not bring any action to set aside a deed by which title to an apartment unit was conveyed unless such action shall be filed in the court having jurisdiction thereof within sixty (60) days from the date of the recording in the Public Records of Brevard County, Florida, of such deed.

C. Provisions Not Applicable to Developer, Mortgagee or Purchaser at Judicial Sale. The terms and provisions of this Article shall at all times be wholly inapplicable and inoperative as to the Developer and the Developer shall have the unequivocal right and power to sell or lease or otherwise dispose of any apartment unit owned by him as he may deem in his best interest without first offering the same to the Association or obtaining the Association's approval and without any other restrictions whatsoever.

The terms and provisions of this Article shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to an apartment unit by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell or lease or otherwise dispose of such apartment units as it may deem in its best interests without first offering the same to the Association or obtaining the Association's approval and without other restrictions whatsoever.

The rights of members of the Association to purchase any apartment units offered for sale by the owners thereof as stated in this Article shall be wholly inapplicable and inoperative to the purchases of any such apartment unit at any foreclosure or

other judicial sale of such apartment unit. However, such purchaser other than an institutional first mortgagee as hereinabove stated at such judicial sale shall thereafter be subject to the provisions of this Article insofar as the right to resell such apartment unit is concerned.

ARTICLE XVI - AMENDMENT OF DECLARATION

This Declaration may be amended in either of the following manners:

A. By the Developer. So long as the Developer is entitled to elect a majority of the members of the Board of Directors, as provided herein, the Developer may amend this Declaration by a majority vote of the Board of Directors.

B. By the Association. After the members of the Association have become entitled to elect a majority of the Board of Directors as hereinabove provided, any amendment to this Declaration must be approved as follows:

1. An amendment may be proposed by resolution of the Board of Directors, or may be proposed in writing by no less than ten (10) members of the Association, or may be proposed by resolution of the members at any duly called meeting of the members. All amendments proposed by the members of the Association shall be submitted to the President.

2. The proposed amendment shall be presented to the members of the Association for their consideration at a meeting of the members. The President shall call a meeting for consideration of the proposed amendment and the Secretary shall notify the members of the time and place of the meeting within ten (10) days after the Board of Directors has adopted a resolution proposing an amendment, or the President has received written notice that the members have proposed an amendment, as hereinafter provided, and said meeting shall be held within thirty (30) days from the date of the notice.

3. All amendments must be approved by the affirmative vote of not less than two-thirds (2/3) of the members of the Association in order for such amendment to become effective. However, in the event that two-thirds (2/3) or more of the members of the Association sign a petition containing a proposed amendment, it shall not be necessary for the members to vote on the proposed amendment at a meeting of the members. Such petition shall be submitted to the Secretary. Within ten (10) days after an amendment has been adopted by vote of the members or by petition of the members, the Secretary shall certify a copy of the amendment and record it in the Public Records of Brevard County, Florida. Each amendment shall specify the date on which it shall become effective, but no amendment shall become effective prior to the date on which it is recorded in the Public Records of Brevard County, Florida.

C. Changes in Apartment Units. No amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereon shall join in the execution of the amendment.

D. Approval of Mortgage Holders. No amendment shall be effective unless it has been approved by the holder of the mortgage or mortgages described in Article XXVII herein, so long as

such mortgage or mortgages is or are outstanding, and by the institutional mortgagee holding the greatest number of first mortgages encumbering units in the condominium project.

ARTICLE XVII - TERMINATION OF CONDOMINIUM

All of the unit owners may terminate the condominium and may remove the condominium property from the provisions of the condominium statutes by executing an agreement to terminate the condominium provided that the holders of all liens affecting any of the condominium units consent thereto or agree, in either case, by instruments duly recorded, that their liens be transferred to the undivided share of the unit owner in the condominium property as hereafter provided.

Upon the termination of the condominium, the condominium property shall be deemed to be owned in common by the unit owners and the undivided share in the condominium property owned in common by each unit owner shall be the undivided share previously owned by such owner in the common elements.

After the termination of the condominium, the liens upon condominium units shall be upon the respective undivided shares of the owners as tenants in common in the total condominium property.

In the event of substantial damage to, or destruction of all or a substantial part of, the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable time, any unit owner shall have the right to petition the Circuit Court in and for Brevard County, Florida, for equitable relief which may but need not necessarily include termination of the condominium and a partition.

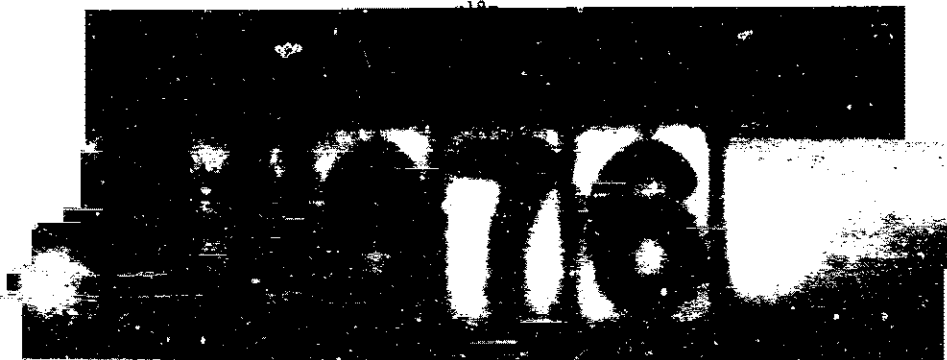
ARTICLE XVIII - ENCROACHMENTS

If any portion of the common elements and limited common elements encroaches upon any apartment, or if any apartment encroaches upon any other apartment or upon any portion of the common elements and limited common elements, or if any encroachment shall occur as the result of the settling of a building or buildings or alteration to the common elements and limited common elements made pursuant to the provisions herein or as the result of the repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

ARTICLE XIX - ASSOCIATION TO MAINTAIN
REGISTER OF OWNERS AND MORTGAGEES

The Association shall maintain a register setting forth the names, addresses, and mailing addresses of all owners of apartment units in the condominium, and any purchaser or transferee of an apartment unit shall notify the Association of his interest in such apartment, his address and mailing address, and, prior to occupancy, shall notify the Association of the names of any party holding a mortgage upon any apartment unit and the name of all lessees or other persons entitled to reside in the owner's apartment unit in order that the Association may keep a record of same.

Each owner of an apartment unit shall be obligated to notify the Association in writing of his address, mailing address, and the name, address and mailing address of all mortgagees holding mortgages which encumber his apartment unit. It shall be the duty of the owner of each apartment unit to promptly notify the Association of any change in the foregoing.



Any notice required under this Declaration which is given to an owner at the mailing address stated in the corporate records shall be binding on the owner.

All Association records, financial books and records, minutes, tax returns, papers and documents shall be open to the examination of any member of the Association at all reasonable times and shall be kept in the Association office.

ARTICLE XX - ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment unit in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay the premium or premiums due from time to time on the casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees, a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sums as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment thereof.

ARTICLE XXI - TAXATION

A. Taxation of Condominium Property as a Whole. In the event that during 1978, the year in which this condominium is established or any subsequent year, real property taxes are assessed against the condominium property as a whole and not against individual apartment units, such taxes shall be a common expense and shall be paid by the Developer and shall be prorated at the closing of each initial sale of an apartment unit.

B. Taxation of Individual Apartment Units. In the future, property taxes and special assessments assessed by municipalities, counties and other taxing authorities will be assessed against and collected on the condominium parcels and not upon the condominium property as a whole. Each condominium parcel will be separately assessed for ad valorem taxes and special assessments as a single parcel. The taxes and special assessments levied against each condominium parcel will constitute a lien only on such condominium parcel so assessed and upon no other portion of the condominium property.

C. Application of Declaration to Condominium Parcels Sold for Taxes. All provisions of this Declaration relating to a condominium parcel which has been sold for taxes or special assessments will survive and be enforceable after the issuance of a tax deed or a master's deed upon foreclosure of an assessment, certificate or lien, a tax deed, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee of the owner of the title immediately prior to the delivery of the tax deed or master's deed.

ARTICLE XXII - RESPONSIBILITY OF APARTMENT OWNERS
AND ASSOCIATION

The owner of each apartment unit and the Association shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the Association and the Condominium Act as they may exist from time to time.

Any apartment unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment unit. Nothing herein contained, however, shall be so construed as to modify any waiver of rights of subrogation by insurance companies.

ARTICLE XXIII - REMEDIES FOR VIOLATIONS

In the event an apartment owner or the Association fails to comply with the provisions of this Declaration as well as the By-Laws and the Articles of Incorporation of the Association and Condominium Act, any apartment owner or the Association shall be entitled to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against an apartment owner or the Association, or in a proper case by or against one or more of the apartment owners. Such relief shall not be exclusive of other remedies provided by law. In any action brought by or against an apartment owner or the Association for damages or injunctive relief due to the failure to comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the Association and the Condominium Act, the venue and jurisdiction of such action shall be in the Circuit Court for Brevard County, Florida. In any such action the parties waive their right of removal to the federal district court. The prevailing party in such action shall be entitled to court costs, reasonable attorney's fees and expenses incurred by him or it in connection with the prosecution of such actions.

ARTICLE XXIV - RESTRICTIONS UPON WAIVER OF DECLARATION

No provision of this Declaration as well as the By-Laws and Articles of Incorporation of the Association or the Condominium Act may be waived if the waiver would adversely affect the rights of an apartment owner or the purpose of the provision, except that apartment owners or members of the Board of Directors of the Association may waive notice of meetings in writing at or after said meeting in the manner permitted by law or under the terms of this Declaration of Condominium. Any instructions given in writing by an apartment owner to an escrow agent or proxy may be relied upon by an escrow agent or proxy whether or not such instruction and the payment of funds might thereunder constitute a waiver of any provision of this Declaration or the By-Laws and Articles of Incorporation of the Association or of the Condominium act.

ARTICLE XXV - WAIVER OF ENFORCEMENT

The failure of the Association, an apartment unit owner or an institutional first mortgagee to enforce any right, provision, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association or by the Condominium Act, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such apartment unit owner, or an individual first mortgagee, to enforce such right, provision, covenant or condition, or insist upon the compliance with same in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith, and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, insurance company, mortgage company, or real estate investment

trust authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner and owners of any part of said condominium may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage.

ARTICLE XXVI - EASEMENTS

The Developer hereby grants and conveys to the Association a non-exclusive easement over all of the common elements shown and described in Exhibit "B" attached to this Declaration of Condominium, so that all members of the Association, present and future, their guests, tenants, visitors and invitees, may use the aforesaid common elements for the uses and purposes intended therefor.

ARTICLE XXVII - CONSTRUCTION LOAN

A construction loan or loans has or have been obtained from Barnett Bank of Cocoa, N.A. (hereinafter referred to as Lender), for the purpose of constructing the condominium improvements, which construction loan or loans are secured by a mortgage or mortgages recorded in the Public Records of Brevard County, Florida.

The mortgage or mortgages shall be and remain a first lien or liens on the real property and improvements described therein and included as a part of the condominium property superior to the rights of contract purchasers of condominium units, until a valid release of the mortgage or mortgages has or have been executed and delivered pursuant to the closing of each condominium unit.

If said Lender, its nominee, designee, or any purchaser acquires title to any portion of the condominium property by reason of foreclosure of the mortgage or mortgages or conveyance to said Lender, its nominee, designee, or any other purchaser by deed in lieu of foreclosure of the mortgage or mortgages, said Lender, its nominee, designee, or such other purchaser shall have all of the rights of a mortgagee in possession after foreclosure as more fully set forth in the mortgage or mortgages.

ARTICLE XXVIII - LIENS

After construction of the condominium project has been completed and all costs of such construction, including labor and material furnished for such construction, have been fully paid and any and all mechanics' liens arising during such period of construction have been released and the Declaration of Condominium has been recorded in the Public Records of Brevard County, Florida, no liens of any nature shall arise or be created against the condominium property as a whole, except with the unanimous consent of the unit owners. Thereafter liens may arise or be created only against the several individual condominium parcels or units.

Labor performed or materials furnished to a unit will not be the basis for the filing of a lien pursuant to the mechanics' lien law against the unit or condominium parcel of any unit owner not expressly consenting to or requesting the same. No labor performed or material furnished to the common elements will be the basis for a lien thereon, but, if duly authorized by the Association, such labor or materials will be deemed to be performed or furnished with the expressed consent of each unit owner and will be the basis for filing a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by payment of the proportionate amount attributable to his condominium parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record for such condominium parcel.

Service or delivery of notices, papers or copies thereof permitted or required under the mechanics' lien law or incident to lien law or incident to the perfection or enforcement of liens arising from labor or materials furnished to the common elements, duly authorized by the Association, may be effected by service on or delivery to the Association. Suits to foreclose or otherwise enforce liens arising from labor or materials furnished to the common elements may be brought against the Association and the owners of units will not be deemed necessary parties to such suits.

ARTICLE XXIX - LIMITATION OF LIABILITY

A. Of Developer. The liability of the Developer in connection with the condominium property, including the construction thereof, or the condominium documents shall be limited to those responsibilities, liabilities and warranties and guarantees against defects in material and workmanship as are set forth in this Declaration, including the By-Laws and Articles of Incorporation of the Association, the contract for sale and purchase between the Developer and the purchaser of a condominium parcel and the Condominium Act; and no person shall rely upon any warranty, guarantee or representation not specifically set forth therein.

B. Of Apartment Owner. The liability of each unit owner for payment of common expenses shall be limited to the amounts or sums for which each unit owner is assessed from time to time in accordance with the provisions of this Declaration. No unit owner shall have personal liability for payment of any damages caused by the Association on or in connection with the use of any of the common elements. Each unit owner shall be liable for injury or damage resulting from any accident in the unit owner's own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

ARTICLE XXX - GENERAL PROVISIONS

A. Discrimination. No person shall be denied the right to purchase or to lease a unit in this condominium because of such person's race, religion, sex or national origin, and no unit owner shall state or indicate in any advertisement of the sale or lease of a unit that any such restriction is applicable to this condominium.

B. Exclusive Possession. Each owner of a unit shall be entitled to the exclusive possession and use of his unit and all limited common elements appurtenant thereto. Each owner 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 in the condominium.

C. Exclusive Easement. The owner of each unit shall have an exclusive easement for the use of the air space occupied by that unit and all limited common elements appurtenant thereto, as they may exist at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easements shall be terminated automatically in any air space which is vacated from time to time.

ARTICLE XXXI - CONSTRUCTION, VALIDITY AND APPLICATION OF DECLARATION

The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

The use of the masculine gender in this Declaration shall be deemed to refer to feminine or neuter gender and the singular or plural shall be taken to mean the other whenever the context may require.

The restrictions, reservations, covenants, conditions, dedications and easements contained in this Declaration are hereby declared to be covenants running with the land and equitable servitudes upon the land, herein described, and this Declaration shall remain in full force and effect perpetually unless sooner terminated in the manner herein provided and it shall be binding upon the Developer and upon all future owners of condominium apartments in the condominium project which this Declaration covers and affects, and all grantees, devisees, lessees, mortgagees, their successors and assigns, and all persons claiming by, through or under such persons, in consideration of the execution of a deed, lease, mortgage or other conveyance or encumbrance of a condominium apartment in this condominium project, agree for themselves, their successors, heirs and assigns to be bound by, carry out, and to observe the provisions of this Declaration. The burdens imposed herein and the benefits provided herein shall run with each condominium unit, and each such unit's interest in the common elements as herein defined.

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Invalidation of any one or more of the restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration of OPUS 21 TOWN-HOUSE CONDOMINIUM, or in a conveyance of an apartment unit by the Developer by a judgment, court order, or law, shall not affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the Association.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 21st day of November, 1978.

Signed, sealed and delivered in the presence of:

Julia A. Hayward
John W. Radtke

Kenneth P. Saundry
Kenneth P. Saundry

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly

DEC 1970 PAGE 882

authorized in the state and county aforesaid to take acknowledgments personally appeared Kenneth P. Saundry, known to me to be the person who executed the foregoing Declaration of Condominium and he acknowledged executing the same freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and official seal in the county and state last aforesaid this 21st day of November, 1978.

Ann N. Laddie
Notary Public

My commission expires: 6/17/79

(SEAL)

OPUS 21 TOWN-HOUSE CONDOMINIUM

LEGAL DESCRIPTION

A tract of land lying in Sections 20 and 21, Township 28 South, Range 38 east, Brevard County, Florida, more particularly described as follows: begin on the North line of Section 20 at the East right-of-way line of State Road A-1-A; thence run S 21° 28' 45" E. 515.0 feet along the East right-of-way of State Road A-1-A; thence run N. 68° 31' 15" E, 233 feet more or less to the approximate high water line of the Atlantic Ocean; thence run Northwesterly along said water line 420 feet more or less to the North line of Section 20; thence run N 89° 12' 25" W, 251 feet more or less along the North line of Section 20 to the point of beginning, containing 2.497 acres more or less.

EXHIBIT A

A-1

SURVIVOR'S CERTIFICATE

FOR

OPUS 21 TOWN-HOUSE CONDOMINIUM

STATE OF FLORIDA
COUNTY OF DALLAS

ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared JOHN R. CAMPBELL, by me well know, and known to me to be the person hereinafter described, who after being by me first duly cautioned and sworn, deposed and says on oath as follows, to-wit:

I HEREBY CERTIFY that the construction of the improvements shown and described on the attached EXHIBIT "B" are sufficiently complete so that the material described and shown on the attached EXHIBIT "B", together with the wording of the Declaration of Condominium establishing OPUS 21 TOWN-HOUSE CONDOMINIUM, is a correct representation of the existing improvements, and that there can be determined therefrom the identification, location and dimensions of the common elements of each unit.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 21st day of November, 1978.

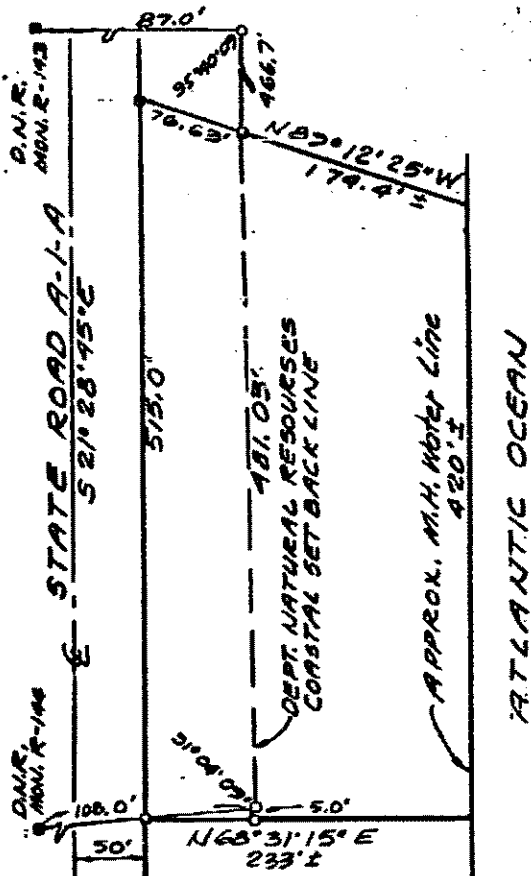
ALLEN ENGINEERING, INC. 904

BY John R. Campbell
John R. Campbell
Professional Land Surveyor No. 2351
STATE OF FLORIDA

WIT TO AND SUBSCRIBED BEFORE ME
this 21st day of November, 1978.

NOTARY
Glenn M. Leroy
Notary Public, State of Florida at Large
My Comm. Expires August 23, 1981.

PLAN: 1" = 100'



SURVEYOR'S NOTES:

1. See sheet 3 for a graphic plot plan of the improvements.
2. See sheets 7 through 9 for the unit floor plans.

LEGAL DESCRIPTION:

A tract of land lying in Sections 20 and 21, Township 28 South, Range 38 East, Brevard County, Florida, more particularly described as follows: begin on the North line of Section 20 at the East right of way line of State Road A1A; thence run S 21° 28' 45" E. 515.0 feet along the East right of way of State Road A1A; thence run N. 68° 31' 15" E, 233 feet more or less to the approximate high water line of the Atlantic Ocean; thence run Northwesterly along said high water line 420 feet more or less to the North line of Section 20; thence run N 89° 12' 25" W, 251 feet more or less along the North line of Section 20 to the point of beginning, containing 2.497 acres more or less.

CERTIFICATION:

I HEREBY CERTIFY: That the attached BOUNDARY SURVEY of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction.

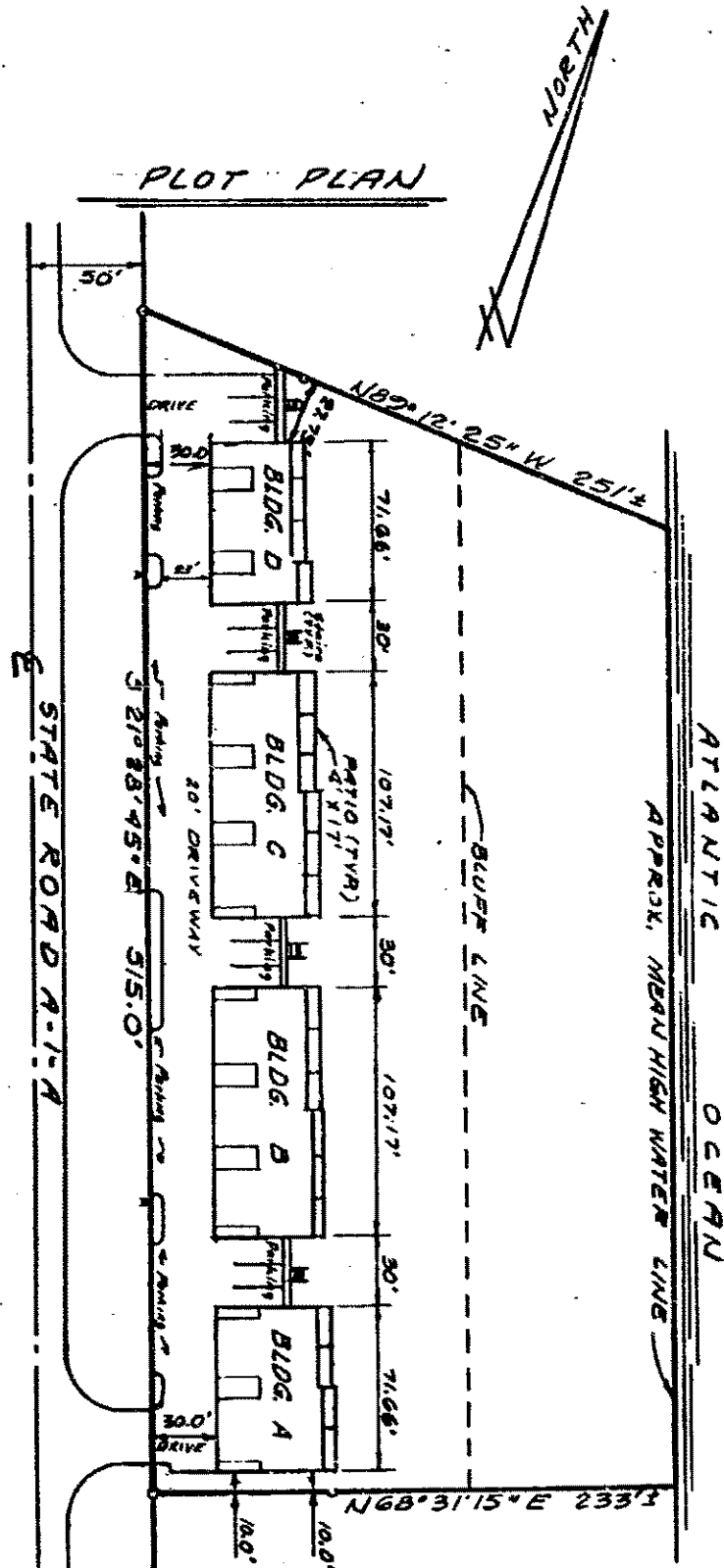
John R. Campbell
 John R. Campbell
 Professional Land Surveyor No. 2351
 STATE OF FLORIDA

SURVEYOR'S NOTES:

1. ALL AREAS AND IMPROVEMENTS SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED COMMON ELEMENTS OF THE CONDOMINIUM.
2. FOR THE LOCATION AND SIZE OF THE UNIT ENVELOPES SEE SHEET 4.
3. ALL IMPROVEMENTS ARE AS SHOWN.

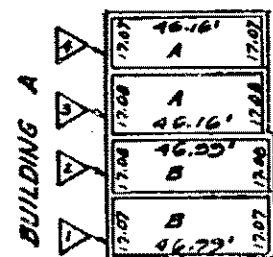
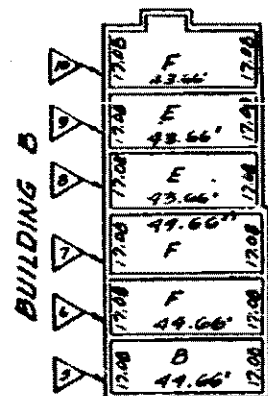
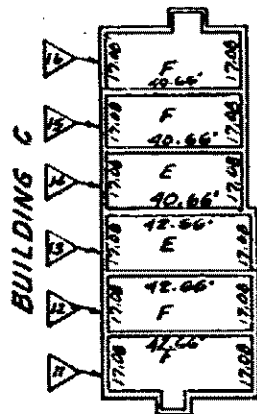
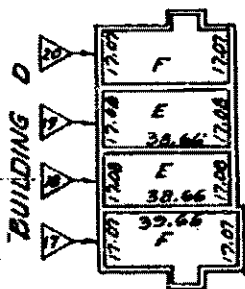
SCALE: 1" = 60'

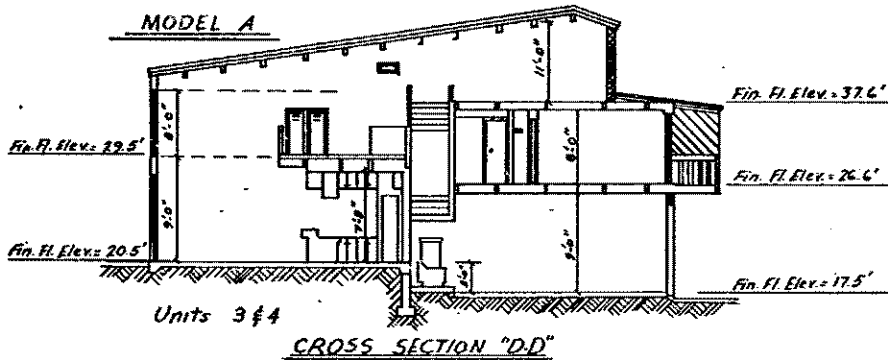
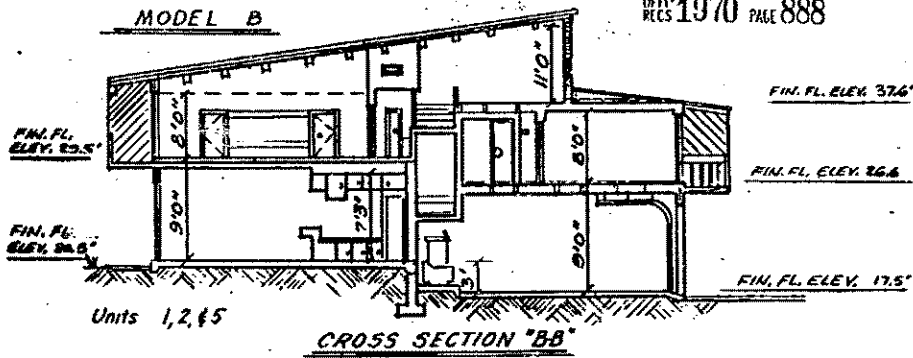
PLOT PLAN



SURVEYOR'S NOTES:

1. THERE ARE 20 UNITS WITHIN THE CONDOMINIUM CONSISTING OF 4 BASIC MODELS. THE UNITS ARE MULTI LEVEL AS SHOWN IN CROSS SECTIONS ON SHEETS 5 & 6. THE VARIOUS MODELS ARE SHOWN ON SHEETS 7 & 8.
2. SHOWN ON THE LEFT ARE THE ENVELOPES THAT THE INDIVIDUAL UNITS OCCUPY.
3. D → INDICATES THE UNIT NUMBER.
4. THE LETTERS A, B, E AND F REFER TO THE BASIC MODELS. HOWEVER THERE ARE DIFFERENT MODEL DIMENSIONS DEPENDING ON THE UNIT NUMBER. SEE SHEETS 7, 8, AND 9 FOR THESE DIMENSIONS.
5. THE FINISH FLOOR OF THE GARAGES IN ALL OF THE UNITS IS ELEVATION 17.5 FEET BASED ON N.G.V. DATUM OF 1929. SEE THE CROSS SECTIONS ON SHEETS 5 & 6, FOR THE VARIOUS ELEVATIONS OF THE UNITS.





SURVEYOR'S NOTES:

1. THE CROSS SECTIONS SHOWN SHOW THE VARIOUS LEVELS OF THE MODELS A & B. SEE SHEET 7, FOR THE HORIZONTAL DIMENSIONS OF THE UNITS. SEE SHEET 4, FOR THE UNIT ENVELOPES.
2. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
3. THE BALCONIES AND PATIOS ADJACENT TO THE UNITS ARE COMMON ELEMENTS TO THE USE OF THOSE UNITS.
4. FOR THE LOCATION OF THE BALCONIES SEE THE SURVEYOR'S NOT ON SHEET 7.

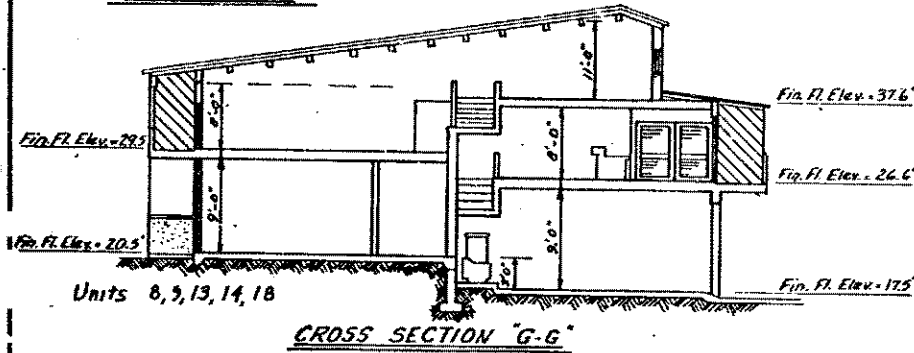
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "B"

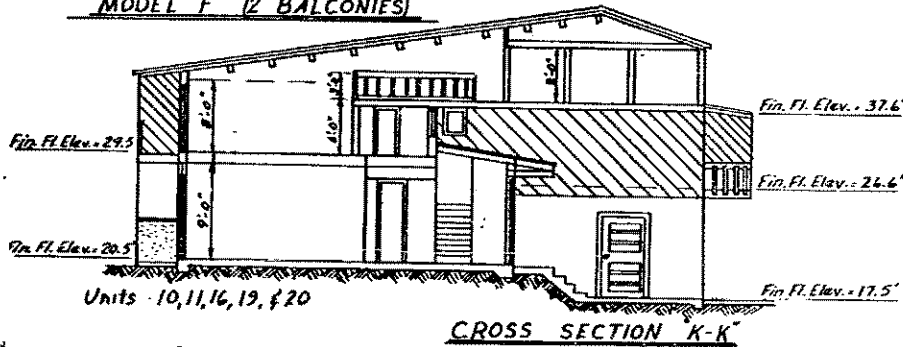
SHEET 5 of 9



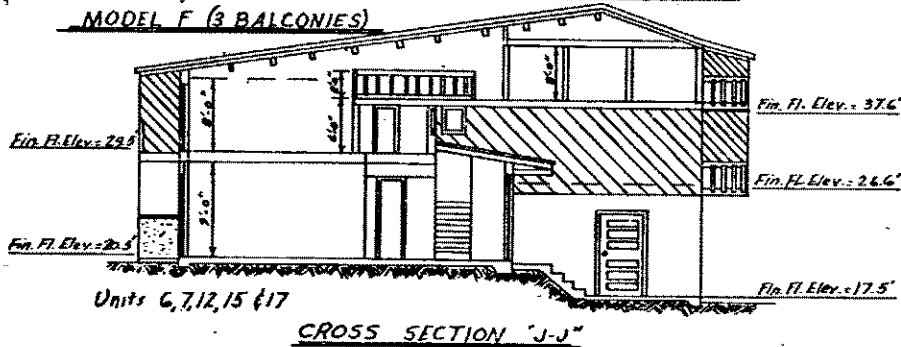
MODEL E



MODEL F (2 BALCONIES)



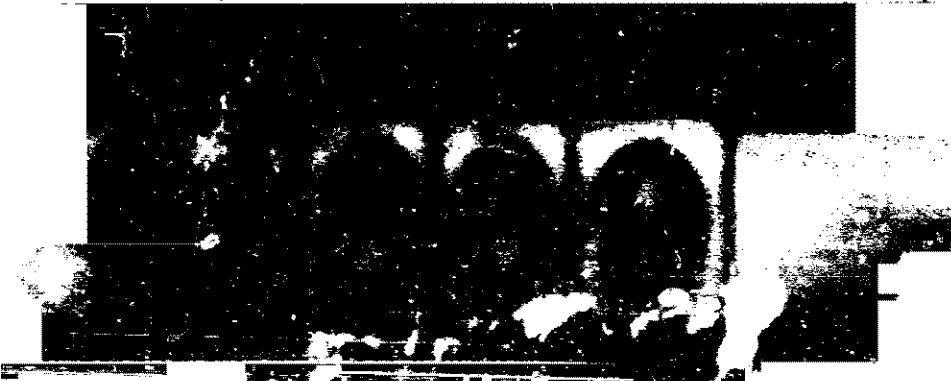
MODEL F (3 BALCONIES)



SURVEYOR'S NOTES:

1. THE CROSS SECTIONS SHOWN SHOW THE VARIOUS LEVELS OF THE MODELS E & F. SEE SHEET #4 FOR THE HORIZONTAL DIMENSIONS OF THE UNITS. SEE SHEET 4, FOR THE UNIT ENVELOPES.
2. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
3. THE BALCONIES AND PATIOS ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. FOR THE LOCATION OF THE BALCONIES SEE THE SURVEYOR'S NOT ON SHEET 9.

ALLEN ENGINEERING, INC.

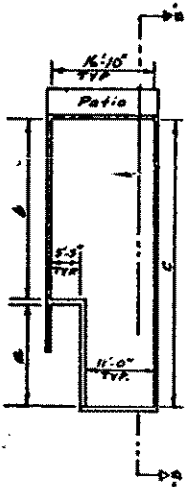


OPUS 21 TOWN-HOUSE CONDOMINIUM

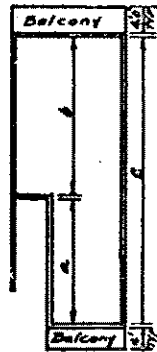
MODELS A & B

Floor Plans

OFFICE RECS 1970 PAGE 890



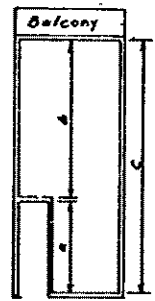
LOWER LEVEL PLAN
for Models A & B
PLAN NO. 1



MIDDLE LEVEL PLAN
for Model B
PLAN NO. 2



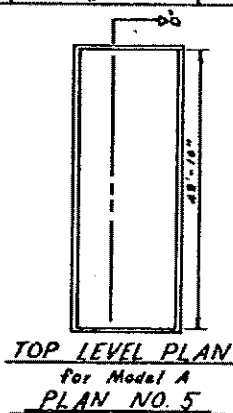
MIDDLE LEVEL PLAN
for Model A
PLAN NO. 3



TOP LEVEL
PLAN
for Model B
PLAN NO. 4

MODEL	UNIT	PLAN NO. 1			PLAN NO. 2			PLAN NO. 3				PLAN NO. 4			PLAN NO. 5	
		a	b	c	a	b	c	a	b	c	d	a	b	c		
B	1	16.50	30.16	46.99	23.66	23.00	46.99	—	—	—	—	14.50	23.00	37.83	—	—
B	2	16.50	30.16	46.99	23.66	23.00	46.99	—	—	—	—	14.50	23.00	37.83	—	—
A	3	16.50	29.33	46.16	23.66	22.17	46.16	23.66	12.17	10.33	46.16	—	—	—	See Plan	—
A	4	16.50	29.33	46.16	—	22.17	46.16	23.66	12.17	10.33	46.16	—	—	—	Below	—
B	5	16.50	27.83	44.00	—	20.67	44.66	—	—	—	—	14.50	21.00	35.50	—	—

UNIT	off LIVING ROOM	off MASTER B.R.	off Guest Bedroom
1		*	*
2		*	*
3			*
4			*
5		*	*



TOP LEVEL PLAN
for Model A
PLAN NO. 5

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

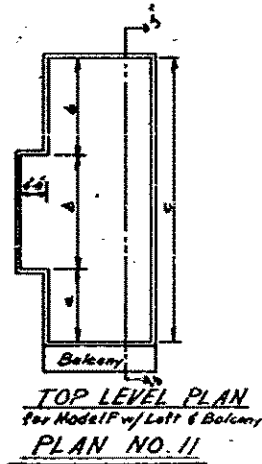
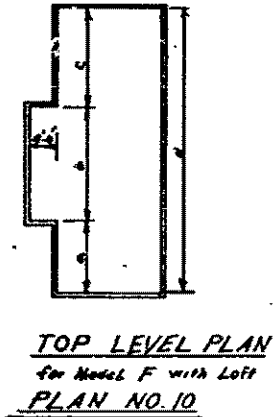
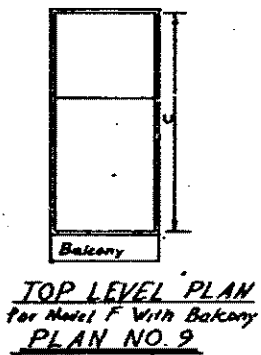
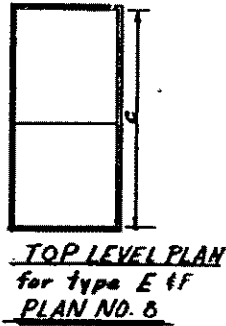
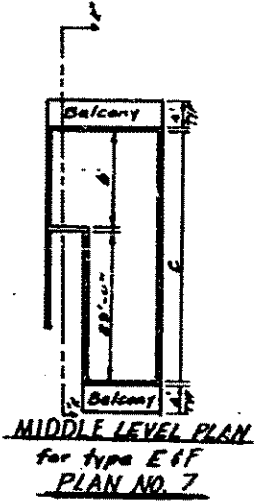
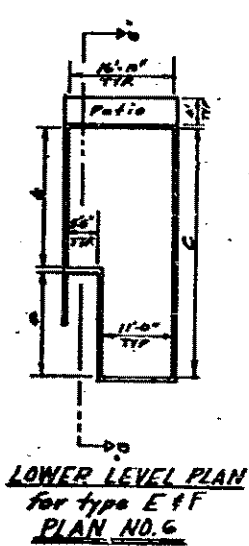
EXHIBIT "B"

SHEET 7 OF 9

OPUS 21 TOWN-HOUSE CONDOMINIUM

MODELS E & F
Floor Plans

DEFL. RECS 1970 PAGE 891



Note:

Refer to Sheet for dimensions of Models E & F.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "B"

SHEET 8 OF 9

Note:

Refer to sheet B for Floor Plans of Models E & F.

Model	Unit	PLAN NO. 6			PLAN NO. 7			PLAN NO. 8			PLAN NO. 9			PLAN NO. 10			PLAN NO. 11		
		a	b	c	a	b	c	a	b	c	a	b	c	a	b	c	a	b	c
F	6	16.50	27.83	44.66	23.00	21.33	44.66				44.66								
F	7	16.50	27.83	44.66	23.00	21.33	44.66				44.66								
E	8	16.50	26.83	43.66	23.00	20.33	43.66			37.00									
E	9	"	26.83	"	"	"	"			37.00									
F	10	"	26.83	"	"	"	"			11.33				11.33	14.93	16.00	43.66		
F	11	"	25.83	42.66	"	19.33	42.66							11.33	15.33	10.66	42.66		
F	12	"	25.83	"	"	"	"						42.66						
E	13	"	25.83	"	"	"	"			36.00									
E	14	"	23.83	40.66	"	17.33	40.66			34.00									
F	15	"	23.83	"	"	"	"						40.66						
F	16	"	23.83	"	"	"	"							16.33	13.83	10.66	40.66		
F	17	"	22.83	39.66	"	16.33	39.66										11.33	12.33	14.00
E	18	"	21.83	38.66	"	15.33	38.66			34.00									
F	19	"	"	"	"	"	"			38.66			20.00						
F	20	"	"	"	"	"	"							12.50	15.66	10.66	38.66		

Surveyor's Notes:
* Indicates Balcony Location.

UNIT	off Living Room	off Master B.R.	off Kitchen
6	*	*	*
7	*	*	*
8	*	*	*
9	*	*	*
10	*	*	*
11	*	*	*
12	*	*	*
13	*	*	*
14	*	*	*
15	*	*	*
16	*	*	*
17	*	*	*
18	*	*	*
19	*	*	*
20	*	*	*

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "B" SHEET 9 OF 9

ARTICLES OF INCORPORATION

OF

OPUS 21 HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit)

We, the undersigned, hereby associate ourselves together for the purpose of forming a corporation not for profit under and in accordance with the laws of the State of Florida, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be OPUS 21 HOMEOWNERS ASSOCIATION, INC. and, for convenience, shall be referred to in this instrument as the Association.

ARTICLE II

Purpose

The purpose for which the Association is organized is to provide an entity for the operation of OPUS 21 TOWN-HOUSE CONDOMINIUM, a Condominium, to be established pursuant to the provisions of the Condominium Act, Chapter 718, Florida Statutes, and to be located upon the following described real property:

A tract of land lying in Sections 20 and 21, Township 28 South, Range 38 East, Brevard County, Florida, more particularly described as follows: Begin on the North line of Section 20, at the East right-of-way line of State Road A-1-A; thence run S 21° 28' 45" E. 515.0 feet along the East right-of-way of State Road A-1-A; thence run N. 68° 31' 15" E, 233 feet more or less to the approximate high water line of the Atlantic Ocean; thence run Northwesterly along said high water line 420 feet more or less to the North line of Section 20; thence run N 89° 12' 25" W, 251 feet more or less along the North line of Section 20 to the point of beginning, containing 2.497 acres more or less.

The Association shall undertake to operate and administer said Condominium and carry out the functions and duties of the Association in accordance with the terms, provisions, conditions and authorizations contained in these Articles, the Declaration of

EXHIBIT C

C-1

Condominium of said Condominium, which will be recorded in the Public Records of Brevard County, Florida, and the Condominium Act.

ARTICLE III

Powers

The Association shall have the following powers:

3.1 The Association shall have all of the powers and privileges granted to Corporations not for profit under the laws of the State of Florida pursuant to which this Association is being organized and which are not in the Condominium Act and said Declaration of Condominium.

3.2 The Association shall have all of the powers and privileges set forth in said Condominium Act and which may be granted to it or exercised by it under any other applicable laws of the State of Florida and under the provisions of said Declaration of Condominium. It shall also have all of the powers reasonably necessary to implement and effectuate the purposes of the Association, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of apartment units and the common elements in the Condominium as said terms may be defined in said Declaration of Condominium.

(b) To make, levy and collect assessments against members of the Association as unit owners to defray the common expenses of the Condominium as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to make, levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the Condominium, which may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

(c) To maintain, repair, replace, operate and manage the Condominium and property comprising the same.

(d) To purchase insurance on the Condominium property and insurance for the protection of the Association and its members as unit owners.

(e) To reconstruct improvements after casualty and to make further improvements of the Condominium property.

(f) To approve or disapprove the leasing and transfer of ownership of units as provided in the Declaration of Condominium and the By-Laws of the Association.

(g) To contract for the management of the Condominium and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

(h) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Condominium as the same may be hereafter established.

(i) To now or hereafter acquire or enter into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation, or other use or benefit to the owners of the apartment units, or as may be deemed by the Board of Directors to be in the best interest of the Association.

(j) To exercise, undertake and accomplish all the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to said Declaration of Condominium.

3.3 All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the

members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-Laws of the Association.

ARTICLE IV

Members

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 The owners of all apartment units in the condominium shall be members of the Association and no other persons or entities shall be entitled to membership, except as provided in Section 4.5 of this Article IV.

4.2 Membership shall be established by the acquisition of fee title to an apartment unit in the Condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to his entire fee ownership interest in the apartment unit, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more apartment units, or who may own fee ownership interests in two or more apartment units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

4.3 The interest 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 apartment unit. The funds and assets of the Association shall belong solely to the Association, subject to the limitation imposed by Section 3.3 of Article III of these Articles.

4.4 On all matters on which the membership shall be entitled to vote, there shall be only one vote for each apartment unit in the Condominium, which vote may be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided

in the By-Laws hereafter adopted by the Association. Should any member own more than one apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided by said By-Laws.

4.5 The Developer of the Condominium shall retain control of the Association and shall be entitled to elect all directors thereof until the Developer has conveyed title to three (3) apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association.

Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors as follows:

- (a) Three (3) years after sales by the Developer have been closed on fifty percent (50%) of the apartment units; or,
- (b) Three (3) months after sales have been closed by the Developer on ninety percent (90%) of the apartment units; or,
- (c) When all of the apartment units have been completed and a majority of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or,
- (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business,

whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business any apartment unit in the condominium project.

ARTICLE VTerm

The Association shall have perpetual existence.

ARTICLE VIRegistered Office of Association

The street address of the initial registered office of the Association is 215 East University Boulevard, Melbourne, Florida, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VIIRegistered Agent of Association

The name and address of the initial registered agent of this Association are as follows:

Leon Stromire
1970 Michigan Avenue, Suite C
Post Office Box 1888
Cocoa, Florida 32922

ARTICLE VIIIDirectors

8.1 The affairs of the Association shall be managed by the Board of Directors. The first Board of Directors of the Corporation shall consist of three (3) members as named herein. The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Association. The members of the Board of Directors shall be elected by the members of the Association at the annual meeting of the membership as provided by the By-Laws of the Association.

8.2 The names and addresses of the members of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws of the Association, and the laws of the State of Florida, shall hold office for the first year of the Association's existence, or until their successors are elected and

have qualified or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Kenneth P. Saundry	P.O. Box 25 Melbourne Beach, Florida 32951
Howard M. George	Ocean Holiday Travel Trailer Resort 3000 South A-1-A Highway Melbourne Beach, Florida 32951
Raymond E. Chamberlain, Jr.	215 E. University Blvd. Melbourne, Florida 32901

ARTICLE IX

Officers

9.1 The affairs of the Association shall be administered by the President of the Association assisted by the Vice-president, Secretary and Treasurer, and if any, the assistant secretaries and assistant treasurers, subject to the directions of the Board of Directors. All of said officers shall be elected by the Board of Directors. The President shall be elected from among the membership of the Board of Directors, but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice-president shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

9.2 The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or Director or Officer of the Association.

9.3 The names of the officers of the Association who shall serve until their successors are elected by the Board of Directors are:

President	Kenneth P. Saundry
Vice-President	Howard M. George

Secretary
Treasurer

Raymond E. Chamberlain, Jr.
Raymond E. Chamberlain, Jr.

ARTICLE X

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 him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is 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 his duties; provided, that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approve 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 inclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XI

By-Laws

The original By-Laws of the Association shall be adopted by the Board of Directors and thereafter such By-Laws may be altered, amended or rescinded only in such manner as said By-Laws may provide.

ARTICLE XII

Amendments

These Articles of Incorporation may be amended in either of the following manners:

12.1 So long as the Developer is entitled to elect a majority of the members of the Board of Directors of the Association as pro-

vided herein and in the Declaration of Condominium establishing OPUS 21 TOWN-HOUSE CONDOMINIUM, the Developer may amend these Articles of Incorporation by a majority vote of the Board of Directors.

12.2 After the owner-members of the Association other than the Developer have become entitled to elect a majority of the Board of Directors of the Association as provided in these Articles and in the Declaration of Condominium establishing OPUS 21 TOWN-HOUSE CONDOMINIUM, any amendment to these Articles of Incorporation follows:

Amendment may be proposed by the Board of Directors or by the Association acting upon a vote of the majority of the Directors or by members of the Association owning a majority of the apartment units in the Condominium, whether meeting as members or by instrument in writing signed by them.

(b) Upon any amendment being proposed by said Board of Directors or members, such proposed amendment shall be transmitted to the President of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment and it shall be the duty of the Secretary of the Association to give to each member written or printed notice of such meeting stating the time and place of the meeting and reciting the proposed amendment in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, and postage thereon prepaid.

(c) Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

(d) At the special meeting, the amendment must be approved by an affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Association in order for such amendment to become effective. Thereupon, the amendment shall be transcribed and certified in such form as is necessary to register the same with the Secretary of State of the State of Florida; and upon the registration of same, a certified copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date the amendment was so registered.

(e) At any meeting held to consider an amendment, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or is represented thereat by proxy provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

12.3 Notwithstanding the foregoing provisions of this Article XII, no amendment shall make any changes in the qualifications for membership in the Association nor the voting rights of members of the Association without the approval in writing of all members and the joinder of all record owners of mortgages upon the Condominium property and no amendment shall be made that is in conflict with the Florida Condominium Act or the Declaration of Condominium.

ARTICLE XIII

Subscribers

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

<u>Name</u>	<u>Address</u>
Kenneth P. Saundry	P.O. Box 25 Melbourne Beach, Florida 32951
Howard M. George	Ocean Holiday Travel Trailer Resort 3000 South A-1-A Highway Melbourne Beach, Florida 32951
Raymond E. Chamberlain, Jr.	215 E. University Blvd. Melbourne, Florida 32901

IN WITNESS WHEREOF, these subscribers have hereto affixed

their signatures on this 20th day of November, 1978.

Kenneth P. Saundry
Kenneth P. Saundry

Howard M. George
Howard M. George

Raymond E. Chamberlain, Jr.
Raymond E. Chamberlain, Jr.

STATE OF FLORIDA
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared Kenneth P. Saundry, Howard M. George and Raymond E. Chamberlain, Jr. who, after being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation of OPUS 21 HOMEOWNERS ASSOCIATION, INC., a Florida Corporation Not for Profit, for the purposes therein expressed.

WITNESS my hand and official seal in the state and county aforesaid this 20th day of November, 1978.

Notary Public
Notary Public, State of Florida
At Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires February 26, 1979



BY-LAWS
OF
OPUS 21 HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not For Profit)

ARTICLE I

IDENTITY

These are the By-Laws of OPUS 21 HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the Association, a Corporation not for profit, organized under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of the Secretary of State of the State of Florida. The Association has been organized for the purpose of administering the operation and management of a Condominium apartment project to be established in accordance with the Condominium Act of the State of Florida and the Declaration of Condominium of OPUS 21 TOWN-HOUSE CONDOMINIUM to which these By-Laws are attached upon lands described in said Articles of Incorporation located in Brevard County, Florida.

Section 1.1 Applicability of By-Laws. The provisions of these By-Laws are applicable to said Condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and the Declaration of Condominium which are to be recorded in the Public Records of Brevard County, Florida. The terms and provisions of said Articles of Incorporation and Declaration of Condominium are to be controlling wherever the same may be in conflict with these By-Laws.

Section 1.2 Initial Office of the Association. The initial office of the Association shall be at 215 East University Boulevard, Melbourne, Florida, until such time as the Board of Directors designates a different location for the office.

Section 1.3 Fiscal Year. The fiscal year of the Association shall be the calendar year.

Section 1.4 Seal of Association. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation not for Profit", and the year of incorporation.

ARTICLE II

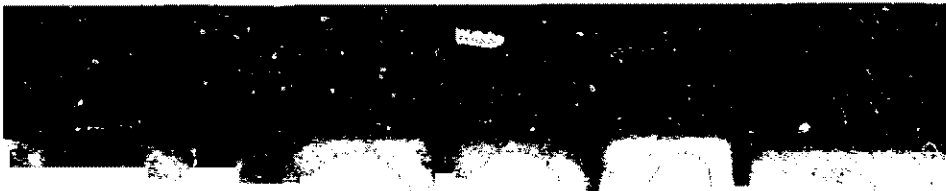
MEMBERSHIPS, VOTING, QUORUM, PROXIES

Section 2.1 Qualification of Members. The qualification of members, the manner of their admission to membership and the termination of such membership shall be as set forth in Article IV of the Articles of Incorporation of the Association, the provisions of which Article IV are incorporated herein by reference thereto.

Section 2.2 Voting. At any meeting of members, the owner of each apartment unit shall be entitled to cast one vote for each apartment unit he owns. If an apartment unit is owned by more than one person or by a corporation or other entity, the person entitled to cast the vote for such apartment unit shall be the person named in a written notice filed by all of the owners of the apartment unit or by the authorized representative of the corporation or other entity owning an apartment unit, which notice shall be filed with the Secretary of the Association. Such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the vote of such owners shall not be considered in determining the requirement

EXHIBIT D

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for a quorum, nor for any other purpose. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

Section 2.3 Quorum. A quorum for all meetings of members of the Association shall consist of that number of members entitled to cast a majority of the votes of the entire membership of the Association.

Section 2.4 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Association before the appointed time of the meeting.

Section 2.5 Binding Vote. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may be otherwise required by law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called meeting of members at which a quorum is present shall be binding upon the members.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

Section 3.1 Annual Meeting. The annual meeting of members shall be held at a place specified in the notice of the meeting at 9:00 o'clock A.M. on the second Saturday in December of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Saturday.

Section 3.2 Special Meetings. Special meetings of members shall be held whenever called by the President or Vice-president or by a majority of the Board of Directors and must be called by the President upon receipt of a written request therefor from members owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 3.3 Notices. Notices of all meetings of members, regular or special, shall be given by the Secretary of the Association in accordance with the call for that meeting to each member of the Association. The notice shall be written or printed and shall set the time and place of and the object for which the meeting has been called. Such notice shall be posted at conspicuous places on the Condominium property at least fourteen (14) days prior to the date of said meeting. In addition to posting said notice, each member shall be given such written or printed notice not less than fourteen (14) days prior to such meeting. Unless waived in writing by a member, such notice shall be sent by certified mail to each member at the post office address of the member as it appears on the records of the Association. Any member may, by written waiver of notice signed by such member, waive such notice, and said waiver may be made through proxy of the member. All such waivers of notice shall be filed in the records of the Association.

Section 3.4 Adjournment of Meeting. If any called meeting of members cannot be held because a quorum is not in attendance, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 3.5 Proxies. Proxies must be in writing and in a form similar to one to be provided by the Association upon request by a member and which, in any event shall be included with each notice of a meeting of the members of the Association. No one person shall be designated to hold more than five (5) proxies and, therefore, no one person may cast more than five (5) proxy votes on any single question or matter voted on by the members.

Section 3.6 Presiding Officer. At meetings of the membership, the President or, in his absence, the Vice-president shall preside or, in the absence of both, the membership shall elect a chairman.

Section 3.7 Order of Business. The order of business at annual meetings of members and, as far as practical, at any other meetings of the members shall be:

- (a) Election of Chairman of meeting.
- (b) Calling of the roll and certifying proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Officers.
- (f) Reports of Committees..
- (g) Election of Directors.
- (h) Unfinished Business.
- (i) New Business.
- (j) Adjournment.

Section 3.8 Place of Meetings. Meetings of the Association shall be held at such place as may be designated in the notice of the meeting.

Section 3.9 Proviso. So long as the Developer of the Condominium shall be entitled to elect a majority of the members of the Board of Directors as provided in the Articles of Incorporation and the Declaration of Condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by a majority of Directors.

ARTICLE IV

DIRECTORS

Section 4.1 Number. The Board of Directors of the Association shall be composed of not less than three (3) nor more than five (5) persons, as is determined from time to time by the members. All directors shall be members of the Association; provided, however, that so long as the Developer shall be entitled to elect a majority of the members of the Board of Directors as provided in the Articles of Incorporation and the Declaration of Condominium, the directors elected by the Developer need not be members.

Section 4.2 Term of office. Each Director shall serve for a term of one (1) year or until his successor has been elected as provided herein. All of the members of the Board of Directors shall be elected at the annual meeting of the members of the Association. Any member of the Board of Director may be removed from office by the affirmative vote of a majority of the members of the Association at any duly called meeting of the members.

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Section 4.3 Successor Directors. The successor to any Director who shall be removed from office shall be elected by the members of the Association at the meeting of the members at which such Director is removed from office and the Director so elected shall serve for the remainder of the term of the Director who was removed. The successor to any Director who shall die, resign or become otherwise unable to serve shall be elected by the remaining members of the Board of Directors to serve for the balance of the term of the said Director.

Section 4.4 Number of Directors to be Elected. The number of the Directors to be elected shall be determined by the Chairman at the meeting of the members of the Association at which an election of Directors is held. The Chairman shall provide for the writing in of the names of the number of Directors so designated by the Chairman shall be distributed to the members for voting. Cumulative voting shall not be permitted and no member may vote more than once for any single Director. The persons receiving the highest number of votes shall be elected Directors. Nominations may be made by members prior to the election and each person so nominated may make a speech not to exceed five (5) minutes in duration prior to the election. However, it shall not be necessary for a person to be nominated in order to be elected a Director.

Section 4.5 Annual Meeting of Directors. The annual organizational meeting of the Board of Directors shall be held immediately following the adjournment of the annual meeting of members of the Association. However, if a quorum is not present at that time, the members of the Board who are present for the annual organizational meeting shall designate a time and place for the holding of the annual or organizational meeting, which meeting shall be held within ten (10) days thereafter.

Section 4.6 Regular Meeting of Directors. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year.

Section 4.7 Special Meetings of Directors. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary of the Association at the written request of a majority of the Board of Directors. No less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

Section 4.8 Notice of Meetings. Except in cases of emergency, all meetings of the Board of Directors shall be posted in conspicuous places in the condominium apartment buildings at least forty-eight (48) hours in advance of the time of the meeting.

Section 4.9 Waiver of Notice. Any Director may waive individual notice of any meeting and such waiver shall be deemed the equivalent of giving individual notice. However, except in cases of emergency, no Director may waive the posting of notice of the Directors Meeting as set forth herein. Attendance by a Director at a meeting of the Board shall constitute waiver of individual notice to that Director of the time and place of that meeting.

Section 4.10 Quorum. All meetings of the Board of Directors shall be held in the presence of a majority of the members of the Association.

Section 4.11 Directors' fees, if any, shall be determined by the Association.

Section 4.12 Powers and Duties of Directors. All of the powers

and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law, the Condominium Act and other Statutes of the State of Florida, Articles of Incorporation of the Association, these By-Laws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these laws, the Declaration of Condominium and the Condominium Act and other Statutes of the State of Florida.

Section 4.13 Actions of Initial Board of Directors. The undertakings and contracts authorized by the first Board of Directors as designated in the Articles of Incorporation shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership of the Association.

ARTICLE V

OFFICERS

Section 5.1 Officers and Election. The principal officers of the Association shall be a President, Vice-president, Secretary and Treasurer and such assistant-secretaries and assistant-treasurers and such other officers as the Board of Directors may deem to be necessary. All officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall serve for the ensuing year or until their successors shall be elected. Each such officer so elected shall hold office at the pleasure of the Board and any officer may be removed from office by a vote of a majority of the Board of Directors, either with or without cause, and his successor shall be elected at the meeting at which the officer has been removed from office.

Section 5.2 President. The President shall be the chief executive officer of the Association and he shall be a member of the Board of Directors. He shall preside at all meetings of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the owners, from time to time, as he may, in his discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5.3 Vice-President. The Vice-president shall take the place of the President and perform his duties whenever the president shall be absent or unable to act. The Vice-president shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 5.4 Secretary. The Secretary shall have custody of and maintain all of the corporate records except the financial records, shall record the minutes of all meetings of the Board of Directors and membership, send out all notices of meetings, and perform such other duties as may be directed by the Board of Directors and the President. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed.

Section 5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the financial books and records of the Association in accordance with good accounting practices and he shall perform all other duties incident to the office of treasurer as prescribed by the Board of Directors.

Section 5.6 Officers Not to be Compensated. All of the officers of the Association shall serve as such without compensation. Nothing herein shall preclude the Board of Directors from employing an officer as an employee of the Association nor preclude the contracting with an officer for the management of the Condominium.

ARTICLE VI

FISCAL MANAGEMENT

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

Section 6.1 Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(a) Current expense, which will cover anticipated operating expenditures within the fiscal year for which the budget is made. This account may include an operating reserve not to exceed fifteen percent (15%) of the total projected annual common expenses for each fiscal year. Any balance in this account at the end of each year shall be applied to the current expense account for the ensuing fiscal year.

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

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

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

Section 6.2 Budget. The Board of Directors shall prepare a proposed annual budget of common expenses for the next ensuing fiscal year of the Association at least sixty (60) days before the end of the then current fiscal year, and a copy of the proposed budget shall be promptly delivered or mailed to each member of the Association, together with a notice of the time and place of the meeting of the Board at which final adoption of the proposed budget will be considered by the Board, which meeting shall be held within thirty (30) days of the date of the meeting at which the proposed budget was prepared by the Board.

If the budget as finally adopted by the Board requires assessment against the unit owners for the ensuing fiscal year exceeding one hundred fifteen percent (115%) of the assessments for the current year, the members of the Association may contest the budget in the following manner. Upon written application of ten percent (10%) of the unit owners being delivered to the Board, the Board shall call a special meeting of the unit owners, which meeting shall be held upon not less than fifteen (15) days written notice to each member of the Association and no later than thirty (30) days after delivery of the application to the Board of Directors. At this special meeting the members of the Association may consider and enact a revision of the budget or recall any and all members of the Board and elect their successors. Such revision of the budget and recall and election of successor board members shall require the affirmative vote of not less than a majority of all of the members of the Association. In the event that a

majority of all of the members of the Association shall approve a budget proposed by the Board, either at a duly called meeting of the members or by writing, such budget shall not thereafter be re-examined by the members of the Association in the manner set forth hereinabove, nor shall any members of the Board be recalled under the provisions for recall hereinabove stated.

In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments for the current year, there shall be excluded in the computation any provisions for reasonable reserves made by the Board in respect of repair or replacement of the condominium property or in anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computations assessments for betterments to the condominium property, which assessments were made in accordance with other provisions of these By-Laws.

So long as the Developer is in control of the Board, the Board shall not impose an assessment for the ensuing fiscal year greater than one hundred fifteen (115%) percent of the current year's assessment unless such additional assessment has been approved by a majority of all of the members of the Association either at a meeting of the members or by writing.

The budget shall include provisions for estimated funds required to defray and pay the estimated common expenses and may include funds for reserves and betterments, as described above under "Accounts", as follows:

(a) Current expense. This may include an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year.

(b) Reserve for deferred maintenance, the amount for which will not exceed one hundred five percent (105%) of the budget for this account for the prior year; however, this provision shall not apply to the first budget in which provision is made for a reserve for deferred maintenance.

(c) Reserve for replacement, the amount for which will not exceed one hundred five percent (105%) of the budget for this account for the prior year; however, this provision shall not apply to the first budget in which provision is made for a reserve for replacement.

(d) Betterments. The sum budgeted for betterments for any fiscal year shall not exceed two thousand five hundred dollars (\$2,500.00).

The budget shall project income and anticipated expenses in reasonable detail. Failure of the Board of Directors to include any item in the budget shall not preclude the Board from levying additional assessments in any fiscal year for which the budget has been projected; provided, the limitations of this Section 6.2 entitled "Budget", shall apply to any additional assessment, and in the event that such additional assessment would increase the budget for that fiscal year to more than one hundred fifteen percent (115%) of the assessments for the preceding fiscal year, such additional assessments shall not be valid or enforceable until the procedure set forth under this Section 6.2 entitled "Budget" as hereinabove stated has been followed.

Section 6.3 Assessments. Assessments against the members for payment of their shares of budgeted expenses shall be made for each

fiscal year in advance. Such assessments shall be due in equal monthly payments on the first (1st) day of each month of the year for which the assessments are made. If a monthly assessment is not timely made for any fiscal year, each member of the Association shall continue to pay the assessment for the preceding fiscal year until such time as the assessment for the then current fiscal year is set by the Board, and in the event that the monthly assessment for the current fiscal year is different from the monthly assessment for the preceding fiscal year, any deficiency or overage in the monthly assessment payment between the assessment for the preceding year and the current fiscal year shall be adjusted in a manner to be set by the Board.

(a) Notice of the amount of the monthly assessment for each fiscal year shall be given to each member of the Association with that member's copy of the budget for such fiscal year. It shall not be necessary for the Association to mail or deliver monthly notices or requests for payment of assessments to members.

(b) Any assessment payment not made within ten (10) days after it is due shall be delinquent and in default.

(c) Acceleration of assessment installments upon default. If a member shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the member, whereupon the unpaid balance of the assessment will come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the member, or not less than twenty (20) days after the mailing of such notice to such member by registered or certified mail, whichever shall first occur.

(d) Each member, regardless of how the member's title to a unit is acquired, including without limitation a purchaser at a judicial sale, shall be liable for payment of all assessments coming due while such member is the owner of the 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 grantor's share of the common expenses up to the time of such voluntary conveyance without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

(e) The liability for payment of assessments may not be avoided by any member through waiver of the use or enjoyment of any of the common elements, or the abandonment of the unit against which the assessment has been made.

(f) Assessments, whether regular or special, and payments thereof which are not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date until paid, and at the sole discretion of the Board of Directors, a late charge of \$25.00 shall be due and payable.

(g) Special Assessments to meet the costs of emergency repairs or replacements of the condominium property, including the common elements, limited common elements, and the units themselves, or to meet other unanticipated expenses which the Association is legally obligated to pay, may be made from time to time by the Board of Directors, and the manner of payment of said special assessments shall be set by the Board. Such special assessments shall be paid from the annual assessments for common expenses if possible. If full payment from the annual assessments is not possible, the approval of a majority of the members of the Association, either at a duly called meeting of the members of the Association or in writing, shall be required before the special assessment shall become effective.

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(h) Upon the request of any member, the Association shall furnish a certificate showing the amount of unpaid assessments against that member's unit. The holder of a mortgage or other lien against a member's unit shall have the same right to such certificate for the unit against which such lien is held. Any person other than the member who relies upon such certificate shall be protected thereby.

Section 6.4 Deposit of Association Funds. All funds of the Association shall be deposited in a bank account or accounts to be established from time to time by resolution of the Board. Withdrawals, drafts and orders on all of such bank accounts shall be made in accordance with resolutions therefor to be adopted by the Board.

Section 6.5 Audit. Periodic audits of the financial books and records of the Association shall be made by such persons and at such times as may be designated by the Board, but at least annually. The reports of such audits shall be available for inspection at all reasonable times by all members of the Association, and any member of the Association requesting a copy of the same shall be furnished such a copy.

Section 6.6 Fidelity Bonds. The board may require fidelity bonds to be furnished by Board members, officers and employees of the Association in such amounts as may be determined advisable by the Board, and the premiums on any such bonds required by the Board shall be paid by the Association. *

ARTICLE VII

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation and these By-Laws, or with the Statutes of the State of Florida.

ARTICLE VIII

LIMITATIONS ON AUTHORITY OF MEMBERS

No member of the Association shall have any authority to individually act for the Association or to bind the Association in any manner, or to incur any liability on behalf of the Association unless such member is an officer of the Association and is acting in the official capacity of such officer.

ARTICLE IX

FIDUCIARY RELATIONSHIP

The officers and directors of the Association shall have a fiduciary relationship to the members of the Association.

ARTICLE X

ASSOCIATION MINUTES

Minutes of all meetings of the members of the Association and of the Board of Directors shall be kept in a business-like manner and shall be available for inspection by the members of the Association at all reasonable times.

ARTICLE XI

ASSOCIATION ACCOUNTING RECORDS

The Association shall maintain accounting records according to good accounting practices, which records shall be open to inspection by members or their authorized representatives at reasonable times, and written summaries of which shall be supplied at least annually to members or their authorized representatives. Failure of the Association to permit inspection of its accounting records by members or their authorized representatives shall entitle any person prevailing in an action for enforcement of this right to recover reasonable attorney fees from the Association.

Such records shall include:

Section 11.1 A record of all receipts and expenditures.

Section 11.2 An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account, and any balance due.

ARTICLE XII

RIGHT TO INTERVENE

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

ARTICLE XIII

INSURANCE POLICIES

A copy of each insurance policy obtained by the Association shall be made available for inspection by members at reasonable times.

ARTICLE XIV

AMENDMENTS TO BY-LAWS

These By-Laws may be amended in either of the following manners:

Section 14.1 By Developer. So long as the Developer is entitled to elect a majority of the members of the Board of Directors as provided herein and in Article VIII of the Declaration of Condominium establishing OPUS 21 TOWN-HOUSE CONDOMINIUM, a Condominium, the Developer may amend these By-Laws by a majority vote of the Board of Directors.

Section 14.2 By Association. After the members of the Association have become entitled to elect a majority of the Board of Directors as provided in Article VIII of the Declaration of Condominium establishing OPUS 21 TOWN-HOUSE CONDOMINIUM, a Condominium, any amendment to these By-Laws must be approved as follows:

(a) An amendment may be proposed by resolution of the Board, or an amendment may be proposed in writing by no less than ten (10) members of the Association, or may be proposed by resolution of the

members at any duly called meeting of the members. All amendments proposed by the members of the Association shall be submitted to the President.

(b) The proposed amendment shall be presented to the members of the Association for their consideration at a meeting of the members. The President shall call a meeting for consideration of the proposed amendment and the Secretary shall notify the members of the time and place of the meeting within ten (10) days after the Board has adopted a resolution proposing an amendment or the President has received written notice that the members have proposed an amendment, as hereinafter provided, and said meeting shall be held within thirty (30) days from the date of the notice.

(c) All amendments must be approved by the affirmative vote of not less than two-thirds (2/3) of the members of the Association in order for such amendment to become effective. However, in the event that two-thirds (2/3) or more of the members of the Association sign a petition containing a proposed amendment, it shall not be necessary for the members to vote on the proposed amendment at a meeting of the members. Such petition shall be submitted to the Secretary. Within ten (10) days after an amendment has been adopted by vote of the members or by petition of the members, the Secretary shall certify a copy of the amendment and record it in the Public Records of Brevard County, Florida. Each amendment shall specify the date on which it shall become effective but no amendment shall become effective prior to the date on which it is recorded in the Public Records of Brevard County, Florida.

ARTICLE XV

DEFINITIONS

Section 15.1 The words "member", "member of the Association", "unit owner", and "apartment owner", are synonymous as used herein.

Section 15.2 The words "Association", or "Corporation", are synonymous and shall mean the OPUS 21 HOMEOWNERS ASSOCIATION, INC.

Section 15.3 The words "Board", and "Board of Directors", are synonymous and shall mean the Board of Directors of OPUS 21 HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, being the Secretary of OPUS 21 HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, does hereby certify that the foregoing By-Laws were adopted as the By-Laws of said Association at a meeting held for such purpose on the 21st day of November, 1978.

Raymond E. Chamberlain, Jr.
Raymond E. Chamberlain, Jr.,
Secretary

AMENDMENT OF
DECLARATION OF CONDOMINIUM
ESTABLISHING
OPUS 21 TOWN-HOUSE CONDOMINIUM

Kenneth P. Saundry, "Developer" of OPUS 21 TOWN-HOUSE CONDOMINIUM, by this instrument does hereby amend that certain "DECLARATION OF CONDOMINIUM ESTABLISHING OPUS 21 TOWN-HOUSE CONDOMINIUM", executed by him on November 21, 1978 and filed for record on November 22, 1978 in Official Records Book 1970, pages 858 to 914, inclusive, in the Public Records of Brevard County, Florida, in the following particulars:

A. Article VI of ARTICLES OF INCORPORATION OF OPUS 21 HOME-OWNERS ASSOCIATION, INC. entitled "Registered Office of Association" designated as page C-6 of EXHIBIT C of said DECLARATION OF CONDOMINIUM ESTABLISHING OPUS 21 TOWN-HOUSE CONDOMINIUM and recorded in Official Records Book 1970, page 898 of the Public Records of Brevard County, Florida is hereby revoked and the following Article is substituted in lieu thereof:

ARTICLE VI

Registered Office of Association

The street address of the initial registered office of the Association is 1970 Michigan Avenue, Building C, Cocoa, Florida, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

B. Article XI of ARTICLES OF INCORPORATION OF OPUS 21 HOME-OWNERS ASSOCIATION, INC. entitled "By-Laws" designated as page C-8 of EXHIBIT C of said DECLARATION OF CONDOMINIUM ESTABLISHING OPUS 21 TOWN-HOUSE CONDOMINIUM and recorded in Official Records Book 1970, page 900 of the Public Records of Brevard County, Florida is hereby revoked and the following Article is substituted in lieu thereof:

ARTICLE XI

By-Laws

The original By-Laws of the Association shall be adopted by the Board of Directors and thereafter such By-Laws may be altered, amended or rescinded in either of the following manners:

11.1 So long as the Developer is entitled to elect a majority of the members of the Board of Directors of the Association, these By-Laws may be altered, amended or rescinded only by a majority vote of the Board of Directors.

11.2 After the members of the Association have become entitled to elect a majority of the Board of Directors of the Association, these By-Laws may be altered, amended, or rescinded only by the affirmative vote of or a written petition signed by not less than two-thirds (2/3) of the members of the Association.

IN WITNESS WHEREOF, the above stated Developer has caused these

282196

838 DEC 14 PM 3:23

presents to be signed and sealed this 12th day of December, 1978.

Signed, sealed and delivered in the presence of:

Mary M. Leigh
H. J. Williams

Kenneth P. Saundry
Kenneth P. Saundry

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared Kenneth P. Saundry, known to me to be the person who executed the foregoing Amendment of Declaration of Condominium and he acknowledged executing the same freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and official seal in the county and state last aforesaid this 12 day of December, 1978.

Barbara J. [Signature]
Notary Public



My commission expires:
[Date]
(SEAL) [Signature]
[Text]

JOINDER IN AMENDMENT OF
DECLARATION OF CONDOMINIUM

The BARNETT BANK OF COCOA, N.A., the owner and holder of that certain mortgage from Campers Holiday, Ltd., a limited partnership, to BARNETT BANK OF COCOA, N.A. dated March 6, 1978 and recorded March 7, 1978 in Official Records Book 1856, page 137, Public Records of Brevard County, Florida does hereby join in the above and foregoing Amendment of Declaration of Condominium recorded in Official Records Book 1970, page 858 to 914, inclusive, Public Records of Brevard County, Florida, known as OPUS 21 TOWN-HOUSE CONDOMINIUM.

The BARNETT BANK OF COCOA, N.A. by this joinder in the foregoing Amendment of Declaration of Condominium does not in any way assume liability or obligations of the owner of said property with respect to said Declaration of Condominium.

IN WITNESS WHEREOF, this joinder has been executed this 14th day of December, 1978.

BARNETT BANK OF COCOA, N.A.

By: John T. Cannon III
John T. Cannon, III, President

ATTEST: Robert Oliver
Robert Oliver, Cashier

STATE OF FLORIDA
COUNTY OF BREVARD

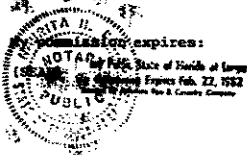
I HEREBY CERTIFY that on this day before me, an officer duly

EX-1900 ME 650

qualified to take acknowledgments, personally appeared JOHN T. CANNON, III, and ROBERT OLIVER, as President and Cashier of HARRITT BANK OF COCOA, N.A., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and seal in the county and state last aforesaid this 14th day of December, 1978.

Martha D. [Signature]
Notary Public



This instrument prepared by:

Lester Lintz
P.O. Box 1888
Cocoa, Florida 32922

PERMIT-BURIED LINES

In consideration of the benefits to be received and of other good and valuable consideration received from the Bell Telephone and Telegraph Company, I hereby grant said Company, its associates and allied companies, their respective licensees, successors and assigns, the right to construct, operate and maintain, add or remove lines, including the underground consisting of such buried cables and wires, cable terminals, markers, collecting boxes and pedestals, conduits, manholes, poles, ground cables and wires and any other facilities, boxes, appurtenances or devices as grantee may require, install, and use, and/or under that certain tract of land situated in Brevard County, State of Florida.

Parcel 001 part of government lot 1 as described in CRB-23 page 352 lying in section 20 and 21 Township 28 South, Range 38 East.

and, to the fullest extent the undersigned has the power to grant, if at all, upon, along, and under the roads, streets and other adjoining or through said property, with the right to permit the attachment of, and to carry, in conduits or otherwise, wires and cables of any other person or company for communication purposes or for the transmission and distribution of electric energy, and the right to ingress and egress to said premises at all times for the purpose of inspecting and maintaining the same,

and with the right to clear and keep clear any trees, undergrowth or other obstructions within a strip of ten feet on each side of the center of said line, and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees which might reach said line in falling, including the right to relocate said line or all or part of it at any time for future highway relocations, widening or improvement.

Signed, sealed and delivered in the presence of:

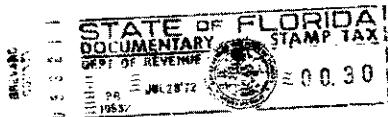
Witnessed June 10, 1972

Hal M. Steele
Witness

Annabeth H. Sandy

Howard M. Dunge

James M. Sandy



THIS INSTRUMENT WAS PREPARED BY:

R. W. Thompson

Southern Bell

P.O. Box 1560
Melbourne, FLA.
32901

ACKNOWLEDGMENTS
FOR USE IN ALL STATES EXCEPT SOUTH CAROLINA

ACKNOWLEDGMENT
FLA.
VERIFIED

INDIVIDUAL FORM

1972 JUL 28 AM 10 09
730488

STATE OF Florida
COUNTY OF Brevard

Eva Mae Cochran
Notary Public

I, Eva Mae Cochran, hereby certify that on this day before me
an officer duly authorized in the state and county aforesaid to take acknowledgments, personally
Kenneth P. Saundry &
appeared Janice M. Saundry, to me known to be the person described in and
who executed the foregoing instrument and acknowledged before me the due execution and delivery
thereof for the purpose therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this the Ten
day of June, 19 72

Eva Mae Cochran
Notary Public for other title
Notary Public, State of Florida at Large
My Commission Expires Nov. 3, 1972
My Commission Expires: _____

CORPORATION FORM

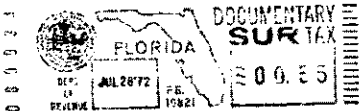
STATE OF _____
COUNTY OF _____

I, _____, hereby certify that on this day before me
an officer duly authorized to take acknowledgments, personally appeared _____
to me known and known to be the person described in and who executed the foregoing
instrument as _____ of _____, a corporation, and
acknowledged to me that he executed and delivered such instrument as such officer in the name and on
behalf of said corporation, being duly authorized so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this the _____
day of _____, 19 _____.

Notary Public (or other title)

My Commission Expires: _____



11434 1049
EASEMENT

RWO # 4564 / 397
ER # 177-220
Pole #

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

Section 20 & 21
Township 28 South
Range 38 East
June 10, 1972

This instrument was prepared by
[Signature]
FLORIDA POWER & LIGHT COMPANY
P.O. BOX 1810, MELBOURNE, FLORIDA

In consideration of the payment to me us by you of \$1.00 and other good and valuable consideration which I we have received, I we and those holding through me us, grant and give to you and your successors the right to install and maintain overhead poles, wires, guys, and necessary appurtenances and underground wires conduits, and cables for electric transmission and distribution lines and the necessary appurtenances above and underground for such lines; also, the right to clear and keep cleared such obstructions from the surface and subsurface that might endanger the proper construction, operation and maintenance of said lines, on, in and under my our property described as follows:

Parcel # 00-1, Part of Government Lot 1, as described in
ORB 1123, Page 352, lying in Sections 20 and 21, Township
28 South, Range 38 East, of Brevard County, Florida.



together with the right and privilege to reconstruct, inspect, alter, improve, remove or relocate such facilities.

IN WITNESS WHEREOF, the undersigned ha signed and sealed this
on June 10, 1972.

Signed, sealed and delivered
in the presence of:

[Signature: Mel M. Stille]
[Signature: Howard M. Perry]

[Signature: Kenneth P. Saundry] (SEAL)
Kenneth P. SAUNDRY (SEAL)

[Signature: Janice M. Saundry] (SEAL)
Janice M. Saundry (SEAL)

STATE OF FLORIDA AND COUNTY OF Brevard

I, a Notary Public in and for the County and State aforesaid, do hereby
certify that Kenneth P. Saundry and Janice M. Saundry
known to me, personally appeared before me and acknowledged the execution of the foregoing
instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this
of June 1972.

My commission expires:

Notary Public, State of Florida, at Large
My Commission Expires Nov. 3, 1972
Bonded by American F&L County Co.

[Signature: Kenneth P. Saundry]
Notary Public, State of Florida

30
Prepared by: A.B. Adams
Florida Power & Light Company
P.O. Box 1810
Melbourne, Florida 32901

EASEMENT

RECORDED AND VERIFIED
CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

OFFICIALS PAGE 206
FCS 1.572

RWO/SIO/TWO 1021
ER No. 7 (08)
Pole No.

Section 20 & 21
Township 28 S
Range 38 E

October 28, 1977

FLORIDA POWER & LIGHT COMPANY
Miami, Florida

Gentlemen:

The undersigned, owner (s) of the premises described below, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the size of and remove such facilities or any of them, on the property described as follows: **PARCEL DESCRIPTION:** A Tract of land lying in Sections 20 and 21, Township 28 S, Range 38 East, Brevard County, Florida, more particularly described as follows: Being on the North line of Section 20, at the East R/W line of S.R. A1A; thence run S 21°28'45" E, 515' along the East R/W of S.R. A1A; thence run N 68°31'15" E, 233' more or less to the approximate high water line of the Atlantic Ocean; thence run North-westerly along said high water line 420' more or less to the North line of Section 20; thence run N 89°12'25" W, 251' more or less along the North line of Section 20 to the Point of Beginning. **EASEMENT:** An easement 8' in width, the centerline of which begins at a point on the West line 4' North of the Southwest corner of the above described Tract of land; thence run N 68°31'15" E a distance of 84'; thence run N 23°31'15" E a distance of 21.21'; thence run N 20°18'45" W a distance of 429'; thence run N 42°28'45" W a distance of 40'; thence run N 89°12'25" W a distance of 80' to the termination of said centerline.

and, to the fullest extent the undersigned has the power to grant, if at all, over, along and under the roads, streets or highways adjoining or through said property.

The following rights are also granted to allow any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the right of way and to operate the same for communications purposes; to ingress and egress to said premises at all times; to clear the land and keep it cleared of all trees, undergrowth or other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

IN WITNESS WHEREOF, the undersigned has signed and sealed this agreement on December 7, 1977.

Signed, sealed and delivered
in the presence of:

Paul M. Davis
R. Chamberlain

Kenneth P. Savdry (SEAL)
(SEAL)

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
PAID 00.55
(SEAL)

184805

977 DEC 14 AM 10 12

STATE OF FLORIDA AND COUNTY OF Brevard
I, a Notary Public in and for the County and State aforesaid, do hereby certify that Kenneth P. Savdry and Paul M. Davis known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 7th day of December 1977.

My commission expires: 2-26-79
Patricia E. Davis
Notary Public, State of Florida

FD-361 1289 REV. 2/71

AGREEMENT

1542 REC 388

RECORDED AND VERIFIED

CLERK OF CIRCUIT COURT
BREVARD COUNTY, FLA.

THIS AGREEMENT, made and entered into this 29th
day of December 1977, by and between the CITY OF
Melbourne, Brevard County, Florida, a
Municipal Corporation created and existing under the laws
of the State of Florida, party of the first part, and
CAMPER'S HOLIDAY LTD. a party of the second part.

OPUS 21 TOWNHOUSES

WITNESSETH

WHEREAS, the party of the second part is the owner and
developer of a Subdivision, located in Sections 20 and 21,
Township 28 South Range 38 East, Brevard County, Florida,
and more particularly described as follows, to-wit:

Being on the North Line of Section 20, at
the East right-of-way line of State Road A1A, thence run
S21°28'45"E, 515.00 feet along the East right-of-way of
State Road A1A; thence run N68°31'15"E, 233 feet more
or less to the approximate mean high water line of the
Atlantic Ocean thence run Northwesterly along said mean
high water line 420 feet more or less to the North Line
of Section 20; thence run N89°12'25"W, 251 feet more or
less along the North Line of Section 20 to the Point of
Beginning. Said parcel contains 2.497 Acres more or
less.

,and
WHEREAS, the party of the second part has requested the party
of the first part to make available from the municipal water
supply of the City of Melbourne, Florida,
water for the use of homes and other structures, buildings,
and business buildings constructed, or to be constructed
in that part of said subdivision hereinabove described:

Form Prepared by: Ann E. Beck
900 E. Strawbridge Ave.
Melbourne, FL 32901

196664

196664

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

1. The party of the second part agrees to install at its own expense, water lines and improvements to serve the above described property in accordance with the specifications as set forth in Resolution 86, a resolution adopting policies, rules, and regulations for the extension of water service.
2. The party of the first part agrees to maintain the aforementioned water lines and improvements after same have been installed under the provisions as hereinabove set forth, and for and in consideration of the continued maintenance of such water lines and improvements, the party of the second part agrees to vest in the party of the first part, without further contract or agreement, complete and unencumbered title to such water improvements.
3. The party of the second part will certify that there will be no outstanding liens, mechanic or materialmen's liens or any other encumbrances which would affect complete ownership of said water lines.
4. The party of the first part shall assume no liability whatsoever to pay any costs involved in the construction of said water lines, and shall assume only the responsibility to maintain and provide water through said lines after construction and installation has been completed.

1843 00389

RECORDED AND VERIFIED

BREVARD COUNTY, FLA.

WATER MAIN RIGHT-OF-WAY EASEMENT

This indenture, made this 4th day of January 1978, between Campers Holiday Ltd., a Limited Partnership existing under the laws of the State of Florida party of the first part, and CITY OF MELBOURNE, of the County of Brevard, and State of Florida party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and by these presents does grant and convey to the said party of the second part, a right-of-way easement in the County of Brevard, State of Florida, to-wit:

A tract of land lying in Sections 20 and 21, Township 28 South, Range 38 East, Brevard County, Florida, more particularly described as follows: being on the North Line of Section 20, of the East right-of-way line of State Road A-1-A, thence run S21°28'45"E, 515.00 feet along the East right-of-way of State Road A-1-A; then run N68°31'15"E, 233 feet more or less to the approximate mean high water line of the Atlantic Ocean thence run Northwesterly along said mean high water line 420 feet more or less to the North Line of Section 20; thence run N89°12'25"W, 251 feet more or less along the North line of Section 20 to the Point of Beginning. Said Parcel contains 2.497 Acres more or less.

This easement is made for the purpose of giving and granting to the party of the second part, its successors, legal representatives and assigns, a right-of-way and easement in, to and across said lands for the purpose of constructing and maintaining an underground water main together with the right of ingress and egress for such purposes and is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned for said purposes, or construction not commenced within two (2) years from the date of execution of this easement unless otherwise specified, the title to the same shall thereupon revert and revest in the party of the first part its grantees and assigns.

And the said party of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful duties of all persons, whomsoever.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its General Partner, Kenneth P. Saundry.

STATE OF FLORIDA)
COUNTY OF BREVARD)

Howard M. George
Howard M. George

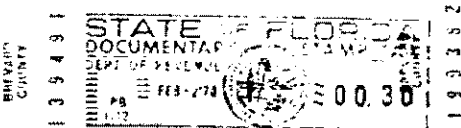
R. E. Chamberlain, Jr.
R. E. Chamberlain, Jr.

Kenneth P. Saundry
Kenneth P. Saundry
General Partner

The foregoing instrument was acknowledged before me this 4th day of January 1978, by Kenneth P. Saundry.

Notary Public in and for the State of Florida
My Comm. Expires 12/31/78

Prepared by: Kenneth P. Saundry
424 Fifth Avenue
Indianapolis, FL 32903



197329

NRB FEB-2 AM 8:50

CORPORATE FORM

EASEMENT

This Indenture, Made this 1st day of August, A. D., 1980, between
Opus 21 Homeowners Association, Inc.
 party Y of the first part, and Board of County Commissioners, Brevard County, Florida
 party Y of the second part.

WITNESSETH, That the said party Y of the first part for and in consideration of the sum of One Dollar (\$1) and other valuable consideration to it in hand paid by the party Y of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold and by these presents does grant, bargain, sell, and convey to the said party Y of the second part, its successors and assigns, an easement Section 20, Township 28 South, of Range 18 East, in the County of Brevard, Florida, described as follows, to-wit:

A 15 foot wide sanitary sewer easement, 7.50 feet on each side of its centerline, located in Section 20, Township 28 South, Range 38 East, Brevard County, Florida, more particularly described as follows: Begin on the North line of said Section 20 at the East right-of-way line of State Road A-1-A; thence run South 89° 12' 25" East along the North line of said Section 20 a distance of 17.29 feet to the point-of-beginning of the centerline of said 15 foot wide easement; thence run South 21° 28' 45" East a distance of 508.45 feet to the point of terminus of the centerline of the herein described 15 foot wide sanitary sewer easement. Includes all lines, manholes, and other appurtenances.

This deed is made for the purpose of giving and granting to the party Y of the second part, their heirs or assigns, an easement in, to and across said lands for the purpose of placing and maintaining sewer, water, gas and electric power lines, and other public uses together with right-of-way of ingress and egress for such purpose is made, executed and delivered with the express understanding and condition that should the same ever be discontinued or abandoned for said purposes, the title to the same shall thereupon revert and revest in the party Y of the first part its successors or assigns.

And the said party Y of the first part does hereby fully warrant the title to said lands, and will defend the same against the lawful duties of all persons, whomsoever.

IN WITNESS WHEREOF, the said party Y of the first part has caused these presents to be duly executed in its name by its President, its corporate seal to be hereto affixed, attested by its Secretary this day and year first above written.

(CORPORATE SEAL)

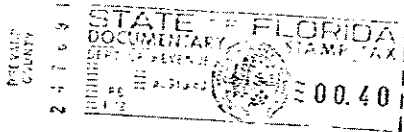
Opus 21 Homeowners Association, Inc.

By

President

Attest

Secretary



BILL - BREVARD CO.
 Return to
 Sect. of Bd. of Co. Comm.

OFF. REC.
 2248

PAGE
 2308

STATE OF Florida
COUNTY OF Brevard

Before me, the undersigned authority, this day personally appeared Anthony George
and W. H. Doman to me well known and known to me to be the individuals
described in and who executed the foregoing instrument as Anthony George President
and W. H. Doman Secretary, respectively, of the Corporation named in the fore-
going instrument, and they severally acknowledged to and before me that they executed said instrument on
behalf of and in the name of said corporation as such officers; that the seal affixed thereto by due and regular
corporate authority; that they are duly authorized by said corporation to execute said instrument and that
said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 1st
day of August, A. D. 1980.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug 27, 1983
Bonded by Fidelity Public Service Company

Betty J. Harrison
Notary Public in and for the County and State
aforesaid.

OFF. REC. 2
2248

PAGE
2309

1. LAST NAME-FIRST NAME-MIDDLE NAME MCENTYRE, DEBORAH HERMANA		2. SEX F	3. SOCIAL SECURITY NUMBER 505 70 2268	4. DATE OF BIRTH YEAR 51 MONTH 07 DAY 29
5. DEPARTMENT, COMPONENT AND BRANCH OR CLASS US ARMY - RA		6. GRADE, RATE OR RANK SSG	7. DATE OF RANK YEAR 75 MONTH 11 DAY 21	
8. SELECTIVE SERVICE NUMBER NA	9. SELECTIVE SERVICE LOCAL BOARD NUMBER, CITY, STATE AND ZIP CODE NA	10. HOME OF RECORD AT TIME OF ENTRY INTO ACTIVE SERVICE (Street, RFD, City, State and ZIP Code) 1637 OGDEN STREET OMAHA, NE 68110		
11. TYPE OF SEPARATION DISCHARGE		12. STATION OR INSTALLATION AT WHICH EFFECTED HOMESTEAD AIR FORCE BASE, FLORIDA 33039		
13. AUTHORITY AND REASON HONORABLE		14. EFFECTIVE DATE YEAR 79 MONTH 05 DAY 11		
15. CHARACTER OF SERVICE HONORABLE		16. TYPE OF CERTIFICATE ISSUED DD FORM 256A		
17. LAST DUTY ASSIGNMENT AND MAJOR COMMAND HNB 31ST ADA BDE FORSCOM		18. COMMAND TO WHICH TRANSFERRED NA		
19. TERMINAL DATE OF RESERVE YEAR NA MONTH NA DAY NA	20. PLACE OF ENTRY INTO CURRENT ACTIVE SERVICE (City, State and ZIP Code) MANHEIM, GERMANY APO NY 09166		21. DATE ENTERED ACTIVE DUTY THIS PERIOD YEAR 74 MONTH 07 DAY 12	
22. PRIMARY SPECIALTY NUMBER AND TITLE 00U3H (761208) EQUAL OPPORTUNITY NCO SCORE: 136 7511	23. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER SOCIOLOGIST 054.088	24. RECORD OF SERVICE		
25. SECONDARY SPECIALTY NUMBER AND TITLE 76Y30 (751201) U&O SUP SPEC & ARMORER SCORE: 95 7602	26. RELATED CIVILIAN OCCUPATION AND D.O.T. NUMBER STOCK CLERK 223.138	27. RECORD OF SERVICE		
28. INDOCHINA OR KOREA SERVICE SINCE AUGUST 5, 1950 ☐ YES ☒ NO		29. SECONDARY HIGH SCHOOL 12 YES ☒ NO ☐ COLLEGE 00 YES ☐ NO ☒		
30. TIME LOST (Preceding Two Yrs) NONE	31. DAYS ACCRUED LEAVE PAID 12/5 DAYS	32. SERVICEMEN'S GROUP LIFE INSURANCE COVERAGE ☐ \$10,000 ☐ \$25,000 ☒ \$50,000 ☐ NONE	33. DISABILITY SEVERANCE PAY ☒ NO ☐ YES	34. PERSONNEL SECURITY INVESTIGATION A. TYPE NAC B. DATE COMPLETED 5 MAR 75
35. DECORATIONS, MEDALS, BADGES, COMMENDATIONS, CITATIONS AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED NATIONAL DEFENSE SERVICE MEDAL GOOD CONDUCT MEDAL (3D AND) ARMY COMMENDATION MEDAL (1ST OLC)				
36. REMARKS LAST OVERSEAS ASSIGNMENT GERMANY - 730718 - 751013 DRRI PATRICK AFB, FL/PR/EO/10 WEEKS/1976 DRRI PARTICK AFB, FL/RR/16 WEEKS/1978 INDIVIDUAL REQUESTS COPY OF DD FORM 214/OPTIONAL FORM 400m				
37. MAILING ADDRESS AFTER SEPARATION (Street, RFD, City, County, State and ZIP Code) SAME AS ITEM 8C.		38. SIGNATURE OF PERSON BEING SEPARATED Deborah Hermana McEntyre		
39. TYPED NAME, GRADE AND TITLE OF AUTHORIZING OFFICER G. D. PHILLIPS, CW2, USA, ASST AG		40. SIGNATURE OF OFFICER AUTHORIZED TO SIGN G. D. Phillips		

DD FORM 214
1 NOV 73

PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.

THIS IS AN IMPORTANT RECORD - BE CAREFUL

REPORT OF SEPARATION FROM ACTIVE DUTY

1.

The undersigned states that they have received the original instrument back this 15th day of August 1980
Deborah H. McEntyre
Signature

DD FORM 1 JUL 79 214		PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE		CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY	
1. NAME (Last, first, middle) CAMPBELL MYLES ACKERS		2. DEPARTMENT, COMPONENT AND BRANCH AIR FORCE REG AF		3. SOCIAL SECURITY NO. 263 54 5951	
4A. GRADE, RATE OR RANK MSGT	4B. PAY GRADE E7	5. DATE OF BIRTH 1938 Mar 12	6. PLACE OF ENTRY INTO ACTIVE DUTY Montgomery AL		
7. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 2179 CIG (AFCC)		8. STATION WHERE SEPARATED Patrick AFB FL			
9. COMMAND TO WHICH TRANSFERRED Retired Reserves		10. SGLI COVERAGE AMOUNT \$ 20,000 ☐ NONE			
11. PRIMARY SPECIALTY NUMBER, TITLE AND YEARS AND MONTHS ON SPECIALTY (Additional specialty numbers and titles involving periods of one or more years) 30470-Radio Relay Equipment Technician, 14 years 30153-Electronics Countermeasures Repairman, 5 years 30352-Aircraft Control/Warning Radar Repairman, 3 years and 2 months		12. RECORD OF SERVICE			
		A. Date Entered AD This Period 1956 Jul 24			
		B. Separation Date This Period 1980 Jan 31			
		C. Net Active Service This Period 23 06 07			
		D. Total Prior Active Service 00 00 00			
		E. Total Prior Inactive Service 00 03 11			
		F. Foreign Service 08 07 04			
		G. Sea Service NA			
13. DECORATIONS, MEDALS, BADGES, CRYPTIC AND CAMPAIGN RIBBONS AWARDED OR AUTHORIZED (All periods of service) Joint Service Commendation Medal, Air Force Commendation Medal, Air Force Longevity Service Award with 4 Oak Leaf Clusters, Air Force Good Conduct Medal with 4 Oak Leaf Clusters, (24 Jul 62 through 23 Jul 77), National Defense Service Medal, Vietnam Service Medal, NCO Academy Ribbon, Good Conduct Medal with 1 Bronze Loop (24 Jul 56 through 23 Jul 62)		H. Effective Date of Pay Grade 1977 Dec 01			
14. MILITARY EDUCATION (Course Title, number weeks, and month and year completed) Selenia Microwave Course, 3 wks, Jan 72; FM 120/5000 V2 12 T Course, 6 wks, Feb 70; 3A2R00066-3 Course, Com Quality Control Procedures, 2 wks, Oct 75; Radio Set LRC 170 Maintenance Course, 4 wks, Mar 75; 3A2R30450-1 AN/TRC-97A Radio Set F/O Maintenance Course, 5 wks, Sep 74; OJT Trainer/Supervisor Orientation Course, 30 hours, Apr 75; Supervisors Safety Training Course, 1 wk, Apr 76; Nco Academy, 6 wks, Nov 72; *Cont in Item 18		I. Reserve Oblig Term. Date NA			
15. MEMBER CONTRIBUTED TO POST VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM ☐ YES ☒ NO		16. HIGH SCHOOL GRADUATE OR EQUIVALENT ☒ YES ☐ NO		17. DAYS ACCRUED LEAVE PAID 00.0	
18. REMARKS *Item 14 Cont: Aircraft Electronics Countermeasures Maintenance Technician, 32 hours Aug 62; Course AMF-30173-102 Aircraft Electronics Countermeasures Maintenance Technician, 24 hours, Jul 62; Course AB30131A, Aircraft Electronic Navigation Equipment Repairman, 32 wks, Apr 57; 74A2 Microwave Transceivers and 45BX Telephone Multiplex F/O Maintenance, 6 wks, Nov 65; Course A789, Introduction to Electronics, Apr 66; Course D893, Introduction to Television I, Aug 65; Special Training, An/UPX-14 F/O Maintenance Course, 2ASR30372-59, 90 hours, Apr 69; Race Relations Awareness Seminar, 4 days, May 72; Equipment Custodian Training, 1 day, Oct 78; Course 30001, Communications-Electronics Technician, Mar 69; Course 30450 Radio Relay Equipment/Repairman Jul 66; Course 30470, Radio Relay Equipment Technician, Jan 67; Course 30352, ACW Radar Repairman, Mar 67; Course 30372, Aircraft Control And Warning Radar Technician Feb 69; Management for Air Force Supervisors, Mar 69; ALT 13, 15818 ECM Systems, 8 wks, Jun 61; Driver Improvement Course, 1 wk, Mar 58; *CONT					
19. MAILING ADDRESS AFTER SEPARATION 711 1st Ave Satellite Beach, Florida 32937		20. MEMBER REQUESTS COPY & BE SENT TO FL CIR OF VET AFFAIRS ☒ YES ☐ NO			
21. SIGNATURE OF MEMBER BEING SEPARATED Myles A. Campbell		22. TYPED NAME, GRADE, TITLE AND SIGNATURE OF OFFICER AUTHORIZED TO SIGN BRUCE H. FITZGERALD, Captain, USAF Chief, Quality Force Section			

*Item 18 Cont: Course 30000, Comm-Electronics Repairman, Jul 65; Shelter Management Course, 16 hours, May 71; Management Course for Air Force Supervisors 4 wks, Apr 65; OJT Trainer Orientation, 2 wks, Dec 66.
NOTHING FOLLOWS

453347

SEP 15 1980

The undersigned states that they have
received the original instrument back

this 15th day of August 1980

Verlie A. Campbell
Signature

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2248

PAGE

2311

IN THE COUNTY COURT, IN AND
FOR BREVARD COUNTY, FLORIDA

CIVIL ACTION NO. 80-691-CC-Y

FRANK RELF and LINDA RELF,

Plaintiffs,

vs.

PAULA ATTIAS,

Defendant.

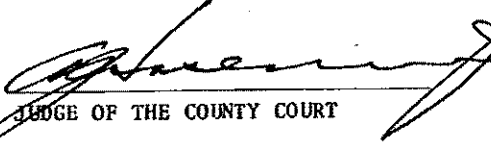
FILED IN OFFICE
OCT 22 9 09 AM '80
R.C. WINSTEAD, JR.
CLERK OF COURT
BREVARD CO. FLA.
BY D. J. [Signature] D.C.

FINAL JUDGMENT

The trial in the above cause having been held on the 21st day of October, 1980, upon consideration of the evidence and the Court finding that Defendant is in material breach of that contract, attached as Exhibit "A" and made a part of Plaintiffs' Complaint, by failing to make rental payments for September and October, 1980, when said payments were due and owing, wherefore, it is,

ORDERED AND ADJUDGED that Final Judgment be, and the same is hereby, entered in favor of the Plaintiffs/Landlords, Frank Relf and Linda Relf, together with Court costs in the amount of \$50.00 and reasonable attorneys' fees in the amount of \$175.00, and that the Clerk of Court issue a Writ of Possession directing the Sheriffs of the State of Florida to remove the Defendant and all personal property of said Defendant from property commonly known as 4423 Horseshoe Bend, Merritt Island, Brevard County, Florida, for which let execution issue.

DONE AND ORDERED at Melbourne, Florida, this 21st day of October, 1980.


JUDGE OF THE COUNTY COURT

Copies furnished to:

Jerry McGreal, Esq.
Spielvogel and Goldman, P.A.
P. O. Box 1366
Merritt Island, Florida 32952

Ms. Paula Attias
4423 Horseshoe Bend
Merritt Island, Florida 32952

2261 PAGE 2968

Return To:
General Civil Division

IN THE CIRCUIT COURT, EIGHTEENTH
JUDICIAL CIRCUIT, IN AND FOR BREVARD
COUNTY, FLORIDA

CASE NO. 80-5749-CA-J

OPUS 21 HOMEOWNERS ASSOCIATION, INC.,

Plaintiff,

vs.

PALMER W. AGNEW, DAVID R. DRABO, KENNETH
P. SAUNDRY, HAROLD L. BOREN, JOSEPHINE M.
BOREN, HOWARD M. GEORGE, FREDERICK W. MORRIS,
IV, TOMMIE L. LOWERY, THOMAS J. DWYER, IRENE
C. DWYER, ANDREW PAVLAKOS, ELLEN PAVLAKOS, ANTHONY
GLEN R. WEST, MARTIN A. SCHLEUTER, JOHN
MARINO, D. R. O'NEIL, ROGER NOURY, DOLORES
NOURY, A. G. ROMAN, D. J. SAMITAS, PAUL DAVIS,
BRENDA DAVIS, BEN KENDRICK, JANET KENDRICK, RAY
RICHARDS, LEWIS W. KAMINGA,

Defendants.

OCT 23 1 36 PM '80
FILED IN OFFICE
R.G. WINSTEAR, JR.
CLERK OF CIRCUIT COURT
BREVARD COUNTY, FLA.
BY ESKOFF V. WILBY

FINAL JUDGMENT

THIS CAUSE coming on to be heard for Final Judgment
with plaintiff, Opus 21 Homeowners Association, Inc., being
represented by P. F. Nohrr, Esq., and the defendants not
appearing or being represented by counsel, and the Court
noting that Notices of Appearance having been filed as to
all of the defendants, and the Court after being advised in
the premises and reviewing the appropriate condo documents,
it is hereby

ORDERED AND ADJUDGED, that each unit owner shall be
responsible for and bear the cost for any repairing of their
respective units for damage done to the interior of their
units past the bare wall, ceiling and floors of their unit.
The Court expresses no opinion as to what if any coverage is
afforded the Association and individual unit owners by the
insurance policy referred to in the Complaint seeking declaratory
relief.


CIRCUIT COURT JUDGE

Copies furnished to those
persons named on the attached
mailing list.

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Return To:
General Civil Division

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Melbourne Beach, Florida 32951

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Indialantic, Florida 32903

Ellen Pavlakos
331 Coral Way West
Indialantic, Florida 32901

Glen R. West
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Irene C. Dwyer
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Muttontown, New York 11791

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Melbourne Beach, Florida 32951

Anthony George
2945 Atlantic Avenue
Melbourne Beach, Florida 32951

Howard M. George
440 Ross Avenue
Melbourne Beach, Florida 32951

Harold L. Boren
2955 South ALA Highway
Melbourne Beach, Florida 32951

Josephine M. Boren
2955 South ALA Highway
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Dolores G. Noury
261 Colonial Drive
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Somers Point, New Jersey 08244

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Miami, Florida 33137

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Attorney for D. R. O'Neil
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3501 S.W. 2nd Avenue
Suite 2100
Gainesville, Florida 32602

Leon Stromire
Attorney for Kenneth P. Saundry
1970 Michigan Avenue
Suite C
Cocoa, Florida 32922

James H. Nance
525 N. Harbor City Boulevard
Melbourne, Florida 32935

Mr. and Mrs. Ralph Weatherholt
2951 Atlantic Avenue
Melbourne Beach, Florida 32951

2261 PAGE 2971

IN THE CIRCUIT COURT IN AND
FOR BREVARD COUNTY, FLORIDA

CASE NO: 80-6402-CA-D

IN THE MATTER OF CHANGING THE
NAME OF:

MELISSA RYON BARBER, by and
through her natural parents,
RAY A. AND REBECCA M. BARBER

FILED IN OFFICE
OCT 23 9 52 AM '80
R.C. WINSTEAD, JR.
CLERK OF CIR. CT.
BREVARD CO. FLA.
BY Father V. Winby
D.C.

ORDER

THIS CAUSE came to heard this 22nd day of October,
1980, upon the Petition for Name Change of Melissa Ryon Barber,
by and through her natural parents, Ray A. and Rebecca M.
Barber, and the Court being fully advised in the premises, it
is hereby

ORDERED AND ADJUDGED that the Petition for Name Change
of Melissa Ryon Barber, by and through her natural parents, Ray
A. and Rebecca M. Barber be and the same is hereby granted and
that said child, Melissa Ryon Barber shall be known as Ryon
McCormick Barber.

DONE AND ORDERED in Chambers in Melbourne, Brevard
County, Florida, this 22nd day of October, 1980.


CIRCUIT COURT JUDGE

Conformed copies to:

Sammy Cacciatore, Esquire, Post Office Box 1607, Melbourne, FL 32935

FILED 2261 PAGE 2972

Return To:
General Civil Division

2507
 REC'D SEC
 DEC ST
 INT TAX
 SER CHG
 REFUND

REC'D PAYMENT AS
 INDICATED FOR CLASS
 "C" INTANGIBLE & DEC
 STAMP TAXES SIGNED

RECORDS & DEEDS
 BREVARD COUNTY
 FLORIDA

prepared by & return to

LEON STROMIRE
 P.O. BOX 1888
 COCOA, FLORIDA 32922

CONDITIONAL EASEMENT AGREEMENT

THIS Conditional Easement Agreement made this 7th day of ~~September~~ **OCTOBER**, 1981 between Outdoor Resorts of Melbourne Beach, Inc., hereinafter "Grantor", and Campers Holiday, Ltd., a Michigan limited partnership hereinafter "Grantee". c/o SAUNDRY ASSOCIATES
 325 Fifth Avenue, Suite 201
 Indialantic, FL 32903

WHEREAS, Grantor is the fee simple owner of the following described real property located in Brevard County, Florida:

See legal description attached hereto as Exhibit "A".

WHEREAS, Grantor owns and maintains over, upon, across, through and under said property a storm sewer system, sanitary sewer system and sanitary sewer lift station (all of which are hereinafter referred to as the "System"); and

WHEREAS, Grantee is the fee simple owner of the following described real property located in Brevard County, Florida:

See legal description attached hereto as Exhibit "B".

WHEREAS, Grantee has requested Grantor to permit Grantee, its successors and assigns, to dispose of its storm water and sewage resulting from Grantee's operation of its property; and

WHEREAS, Grantor agrees to grant an easement to Grantee upon the terms and conditions set forth in this Agreement, it being further acknowledged that the rights and privileges to be granted herein to the Grantee in and to the use of the Grantor's System would be beneficial to the use of the Grantee's property.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee to the Grantor hereunder and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. The Grantor does hereby grant and convey to Grantee, its successors and assigns, for the benefit of Grantee's property for such period of time as Grantee shall continue the use of the

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easement area hereinafter described as the "Premises", the non-exclusive right, privilege and easement over, upon, across, through and under said premises to use Grantor's System in the following described easement area:

See legal description attached hereto as Exhibit "C".

2. This Easement is non-exclusive and Grantor may, at its discretion, convey a similar easement to other Grantees permitting the same to use the System.

3. This easement is conditional and contingent upon Grantee's providing to the Grantor, at the Grantee's sole expense, the following:

(a) A certificate signed by an engineer licensed to practice in the State of Florida certifying (1) that the storm water and sewage lines located on the Grantee's property and which will tie into Grantor's System is constructed, installed and maintained in a good and workmanlike manner; (2) that said lines have been constructed, installed and maintained in conformity with the requirements of all governmental entities having jurisdiction over the same; (3) that all permits necessary for the operation of said lines from all governmental entities having jurisdiction over the same have been obtained and are current as of the date of the certificate; (4) that there exist no present condition which is likely to or will with the passage of time adversely affect the physical integrity of said lines or the System; (5) that the imposition of sewage waste and storm water from said lines into the System will not exceed the design capacity of the System and that the System is adequate as designed, constructed, installed and maintained to take the additional sewage waste and storm water from the Grantee.

4. The Grantor shall maintain the System, provided, however, both the Grantor and Grantee agree that to the extent that maintenance, repair or replacement of all or any portion of the System is determined to be the responsibility of the Grantee

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pursuant to a written opinion, the Grantor may allocate all or any portion of the maintenance, repair or replacement cost, including labor, cost, to the Grantee and the Grantee agrees to pay the same within sixty (60) days of receipt.

5. The right, privileges and easement herein granted shall benefit and run with the Grantee's property, and the Grantee shall have the right to convey this easement subject to all duties and responsibilities herein set forth.

6. Grantee and Grantor shall have the reasonable right to inspect the Systems of the other, including ingress and egress to and upon the premises for the purposes of exercising the rights and privileges herein granted, provided however that the inspecting party shall bear all costs or expenses incurred with respect to such inspection including but not limited to those costs necessary to return party's property being inspected to the same condition in which said property was prior to the inspection.

7. All of the System located on the Grantor's property is and shall be the property of Grantor.

8. All rights, privileges, covenants and conditions of this easement shall become binding upon the Grantee, its successors and assigns upon the execution of this Conditional Easement Agreement.

IN WITNESS WHEREOF, the Grantor and Grantee have signed this agreement on the day and year first above written.

GRANTOR

WITNESSES:

OUTDOOR RESORTS OF MELBOURNE
BEACH, INC.

Suzanne E. Buck
Debbie Dyal

BY:

Attest:

[Signature]
Carl E. Newman

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GRANTEE

Robert Chamberlain Jr
Carl G. Bibb

By:

Kenneth P. Saundry
Kenneth P. Saundry
General Partner

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

STATE OF Tennessee

COUNTY OF Davidson

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared E. Randall Henderson and Carl E. Newman well known to me to be the President and Secretary respectively of the Grantor named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of SEPTEMBER, 1980.

Golan M. Govea
NOTARY PUBLIC

My Commission Expires: 7/21/85

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Kenneth P. Saundry and Kenneth P. Saundry well known to me to be the General Partner of Campers Holiday, Ltd. respectively of the Grantee named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of October, 1980.

Rebecca J. Law
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires May 21, 1985

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EXHIBIT "A"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 20 & SECTION 21 BOTH IN TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE ORDINARY HIGH WATER LINE OF THE INDIAN RIVER; THENCE RUN $S89^{\circ}17'50''E$ ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE EASTERLY EXTENSION THEREOF FOR 2634 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE RUN $N21^{\circ}28'45''W$ ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 366.31 FEET; THENCE RUN $S68^{\circ}28'15''W$ FOR 132.65 FEET; THENCE RUN $N21^{\circ}31'45''W$ FOR 175.71 FEET; THENCE RUN $S82^{\circ}14'05''W$ FOR 91.22 FEET; THENCE RUN $N25^{\circ}41'50''W$ FOR 124.73 FEET TO A POINT ON A LINE LYING 750 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20; THENCE RUN $N89^{\circ}12'25''W$ PARALLEL WITH AND 750 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 FOR 2325.0 FEET; THENCE RUN $N15^{\circ}34'40''E$ FOR 734.41 FEET TO A POINT ON A LINE LYING 40.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20; THENCE RUN $N89^{\circ}12'25''W$ PARALLEL WITH AND 40.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 FOR 286 FEET MORE OR LESS TO THE ORDINARY HIGH WATER LINE OF THE INDIAN RIVER; THENCE MEANDER SOUTHERLY ALONG SAID ORDINARY HIGH WATER LINE FOR 1600 FEET MORE OR LESS TO THE POINT OF BEGINNING, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND; COMMENCE AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE RUN $N89^{\circ}17'50''W$ ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE EASTERLY EXTENSION THEREOF FOR 405.74 FEET; THENCE RUN $N0^{\circ}47'35''W$, 233.21 FEET TO THE POINT OF BEGINNING; THENCE RUN $N89^{\circ}12'25''W$ FOR 79.40 FEET; THENCE RUN $N0^{\circ}47'35''E$ FOR 121.08 FEET; THENCE RUN $N11^{\circ}33'35''W$ FOR 57.0 FEET; THENCE RUN $N82^{\circ}48'35''E$ FOR 65.85 FEET; THENCE RUN $S7^{\circ}16'58''E$ FOR 187.77 FEET TO THE POINT OF BEGINNING, PARCEL 1 CONTAINS 39.7 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF GOVERNMENT LOT 1 IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST AND THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE RUN $N89^{\circ}17'50''W$ ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 1 FOR 224 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE RUN $N21^{\circ}28'45''W$ ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A FOR 100.0 FEET; THENCE RUN $N68^{\circ}31'15''E$ FOR 204 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEANDER SOUTHERLY ALONG SAID HIGH WATER LINE FOR 184 FEET MORE OR LESS TO THE POINT OF BEGINNING, PARCEL 2 CONTAINS 0.68 ACRES MORE OR LESS.

EXHIBIT "A"

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LEGAL DESCRIPTION:

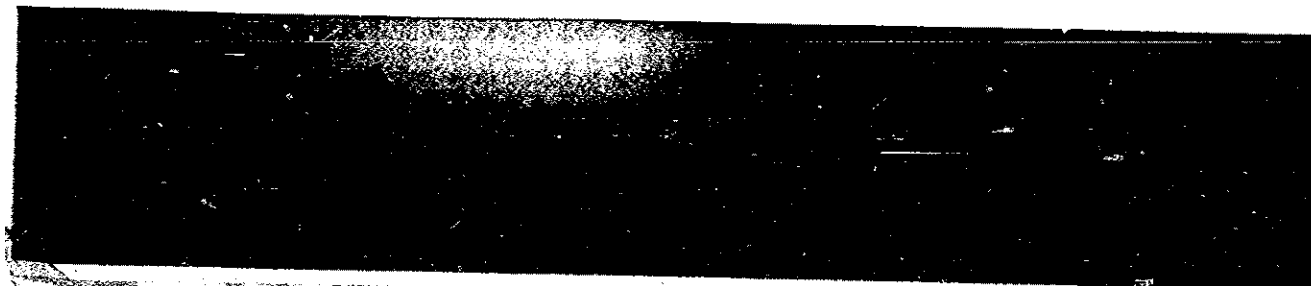
A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SAID SECTION 20 WITH THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP, STATE ROAD A-1-A, BREVARD COUNTY, SECTION 70060; THENCE RUN S21°28'45"E ALONG SAID WESTERLY RIGHT OF WAY LINE OF SR A-1-A FOR 229.10 FEET TO A POINT LYING 212 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S21°28'45"E ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 801.15 FEET; THENCE RUN S68°28'15"W FOR 150.66 FEET; THENCE RUN N21°31'45"W FOR 175.71 FEET; THENCE RUN S82°14'05"W FOR 91.22 FEET; THENCE RUN N25°41'50"W FOR 124.73 FEET; THENCE RUN N89°12'25"W FOR 75.0 FEET; THENCE RUN N21°28'45"W PARALLEL WITH SR A-1-A FOR 581.37 FEET; THENCE RUN S89°12'25"E PARALLEL WITH AND 212 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 FOR 343.65 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 5.36 ACRES MORE OR LESS.

PAGE 2512

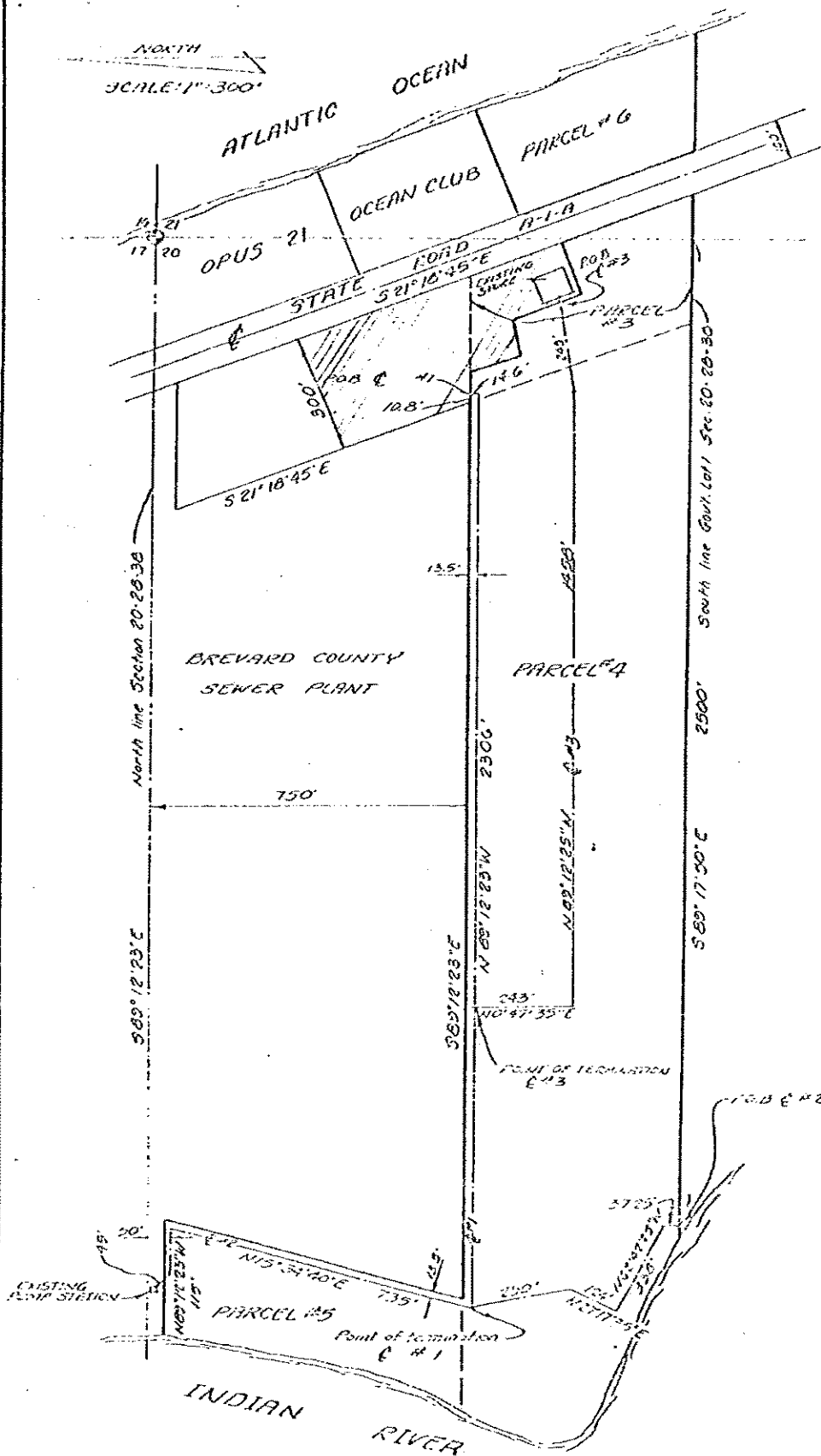
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FOR: SAUNDRY ASSOCIATES
ORDER NO. 810274
APRIL 20, 1981

EXHIBIT "B"



SKETCH TO ACCOMPANY LEGAL DESCRIPTIONS



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ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JANUARY 20, 2010

EXHIBIT "C"

FOR: SAUNDY ASSOCIATES
OTHER NUMBER
SHEET 1 OF 2

LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT:

A 10 FOOT WIDE EASEMENT LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINES, SAID CENTERLINES BEING THE CENTERLINE OF EXISTING SEWER MAINS, LYING IN GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA;

CENTERLINE #1:

COMMENCE AT A POINT LYING 750.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 20 AND 300.0 FEET WEST OF THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 100 FOOT WIDE RIGHT OF WAY) AS MEASURED AT RIGHT ANGLES TO SAID STATE ROAD A-1-A; THENCE RUN S89°12'25"E PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 FOR 10.8 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN S21°28'45"E FOR 14.6 FEET; THENCE RUN N89°12'25"W PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 FOR 2306 FEET TO THE POINT OF INTERSECTION WITH THE FOLLOWING DESCRIBED CENTERLINE, SAID POINT ALSO BEING THE POINT OF TERMINATION OF THE ABOVE DESCRIBED CENTERLINE

CENTERLINE #2:

BEGIN AT A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20, SAID POINT LYING 2500 FEET WEST OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE RUN NORTHERLY FOR 37.25 FEET TO AN EXISTING SANITARY MANHOLE; THENCE RUN N62°42'25"W FOR 338 FEET; THENCE RUN N27°17'35"E FOR 124 FEET; THENCE RUN NORTHERLY FOR 250.0 FEET TO THE POINT OF TERMINATION OF CENTERLINE #1; THENCE RUN N15°34'40"E FOR 735 FEET; THENCE RUN N89°12'25"W PARALLEL WITH AND 50 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 FOR 115 FEET; THENCE RUN NORTHWESTERLY FOR 45 FEET TO AN EXISTING PUMP STATION, SAID POINT BEING THE POINT OF TERMINATION OF CENTERLINE #2

CENTERLINE #3:

COMMENCE AT THE EXISTING CONVENIENCE STORE; THENCE RUN SOUTHWESTERLY ALONG THE CENTERLINE OF THE EXISTING SEWER LINE FOR 15 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUE SOUTHWESTERLY FOR 245 FEET TO AN EXISTING MANHOLE; THENCE RUN N89°12'25"W FOR 1458 FEET; THENCE RUN N0°47'35"E FOR 243 FEET TO THE POINT OF INTERSECTION WITH CENTERLINE #1, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE

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ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
AUGUST 29, 1980

FOR: SAUNDRY ASSOCIATES
ORDER NUMBER
SHEET 2 OF 2

RECORDED
INDEXED
FEB 1984
FEB 1984

Proposed by: *Handwritten*
P.O. BOX 1888
COCOA, FLORIDA 32922

CONDITIONAL EASEMENT AGREEMENT

THIS Conditional Easement Agreement made this 19th day of OCTOBER, 1984 between Outdoor Resorts of Melbourne Beach, Inc., hereinafter "Grantor", and Opus 21 Homeowners Association, Inc., a Florida non-profit corporation hereinafter "Grantee".

Post Office Box 53
Melbourne Beach, FL 32951

WHEREAS, Grantor is the fee simple owner of the following described real property located in Brevard County, Florida:

See legal description attached hereto as Exhibit "A".

WHEREAS, Grantor owns and maintains over, upon, across, through and under said property a storm sewer system, sanitary sewer system and sanitary sewer lift station (all of which are hereinafter referred to as the "System"); and

WHEREAS, Grantee is the fee simple owner of the following described real property located in Brevard County, Florida:

See legal description attached hereto as Exhibit "B".

WHEREAS, Grantee has requested Grantor to permit Grantee, its successors and assigns, to dispose of its storm water and sewage resulting from Grantee's operation of its property; and

WHEREAS, Grantor agrees to grant an easement to Grantee upon the terms and conditions set forth in this Agreement, it being further acknowledged that the rights and privileges to be granted herein to the Grantee in and to the use of the Grantor's System would be beneficial to the use of the Grantee's property.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee to the Grantor hereunder and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. The Grantor does hereby grant and convey to Grantee, its successors and assigns, for the benefit of Grantee's property for such period of time as Grantee shall continue the use of the

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[PAGE]
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easement area hereinafter described as the "Premises", the non-exclusive right, privilege and easement over, upon, across, through and under said premises to use Grantor's System in the following described easement area:

See legal description attached hereto as Exhibit "C".

2. This Easement is non-exclusive and Grantor may, at its discretion, convey a similar easement to other Grantees permitting the same to use the System.

3. This easement is conditional and contingent upon Grantee's providing to the Grantor, at the Grantee's sole expense, the following:

(a) A certificate signed by an engineer licensed to practice in the State of Florida certifying (1) that the storm water and sewage lines located on the Grantee's property and which will tie into Grantor's System is constructed, installed and maintained in a good and workmanlike manner; (2) that said lines have been constructed, installed and maintained in conformity with the requirements of all governmental entities having jurisdiction over the same; (3) that all permits necessary for the operation of said lines from all governmental entities having jurisdiction over the same have been obtained and are current as of the date of the certificate; (4) that there exist no present condition which is likely to or will with the passage of time adversely affect the physical integrity of said lines or the System; (5) that the imposition of sewage waste and storm water from said lines into the System will not exceed the design capacity of the System and that the System is adequate as designed, constructed, installed and maintained to take the additional sewage waste and storm water from the Grantee.

4. The Grantor shall maintain the System, provided, however, both the Grantor and Grantee agree that to the extent that maintenance, repair or replacement of all or any portion of the System is determined to be the responsibility of the Grantee

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pursuant to a written opinion, the Grantor may allocate all or any portion of the maintenance, repair or replacement cost, including labor, cost, to the Grantee and the Grantee agrees to pay the same within sixty (60) days of receipt.

5. The right, privileges and easement herein granted shall benefit and run with the Grantee's property, and the Grantee shall have the right to convey this easement subject to all duties and responsibilities herein set forth.

6. Grantee and Grantor shall have the reasonable right to inspect the Systems of the other, including ingress and egress to and upon the premises for the purposes of exercising the rights and privileges herein granted, provided however that the inspecting party shall bear all costs or expenses incurred with respect to such inspection including but not limited to those costs necessary to return party's property being inspected to the same condition in which said property was prior to the inspection.

7. All of the System located on the Grantor's property is and shall be the property of Grantor.

8. All rights, privileges, covenants and conditions of this easement shall become binding upon the Grantee, its successors and assigns upon the execution of this Conditional Easement Agreement.

IN WITNESS WHEREOF, the Grantor and Grantee have signed this agreement on the day and year first above written.

WITNESSES:

Gordon E. Burt
Detton Dyal

GRANTOR

OUTDOOR RESORTS OF MELBOURNE
BEACH, INC.

BY:

[Signature]

Attest:

Carl E. Newman

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GRANTEE
OPUS 21 HOMEOWNERS ASSOCIATION, INC.

By: Rae W. W. W. W. W.

Attest: [Signature]

Davidson
STATE OF Tennessee
COUNTY OF BREWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared E. Roubell Henderson and Carl E. Newman well known to me to be the President and Secretary respectively of the Grantor named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of SEPTEMBER, 1980.

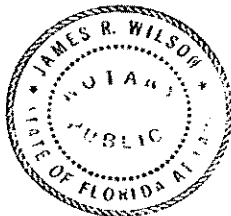
Galen M. Gower
NOTARY PUBLIC

My Commission Expires: 7/21/85

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Ralph W. W. W. W. W. and [Signature] well known to me to be the VICE PRESIDENT and TREASURER respectively of the Grantee named in the foregoing instrument, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of OCTOBER, 1980.



James R. Wilson
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 10, 1983

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EXHIBIT "A"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 20 & SECTION 21 BOTH IN TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE ORDINARY HIGH WATER LINE OF THE INDIAN RIVER; THENCE RUN S89°17'50"E ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE EASTERLY EXTENSION THEREOF FOR 2634 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE RUN N21°28'45"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 366.31 FEET; THENCE RUN S68°28'15"W FOR 132.65 FEET; THENCE RUN N21°31'45"W FOR 175.71 FEET; THENCE RUN S82°14'05"W FOR 91.22 FEET; THENCE RUN N25°41'50"W FOR 124.73 FEET TO A POINT ON A LINE LYING 750 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20; THENCE RUN N89°12'25"W PARALLEL WITH AND 750 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 FOR 2325.0 FEET; THENCE RUN N15°34'40"E FOR 734.41 FEET TO A POINT ON A LINE LYING 40.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20; THENCE RUN N89°12'25"W PARALLEL WITH AND 40.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 FOR 286 FEET MORE OR LESS TO THE ORDINARY HIGH WATER LINE OF THE INDIAN RIVER; THENCE MEANDER SOUTHERLY ALONG SAID ORDINARY HIGH WATER LINE FOR 1600 FEET MORE OR LESS TO THE POINT OF BEGINNING, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: COMMENCE AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE RUN N89°17'50"W ALONG THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20 AND THE EASTERLY EXTENSION THEREOF FOR 405.74 FEET; THENCE RUN N0°47'35"W, 233.21' TO THE POINT OF BEGINNING; THENCE RUN N89°12'25"W FOR 79.40 FEET; THENCE RUN N0°47'35"E FOR 121.08 FEET; THENCE RUN N11°33'35"W FOR 57.0 FEET; THENCE RUN N82°43'35"E FOR 65.95 FEET; THENCE RUN S7°16'58"E FOR 187.77 FEET TO THE POINT OF BEGINNING, PARCEL 1 CONTAINS 39.7 ACRES MORE OR LESS.

TOGETHER WITH:

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1 IN SECTION 21, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF GOVERNMENT LOT 1 IN SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST AND THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE RUN N89°17'50"W ALONG THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID GOVERNMENT LOT 1 FOR 224 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A; THENCE RUN N21°28'45"W ALONG THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A FOR 100.0 FEET; THENCE RUN N68°31'15"E FOR 204 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEANDER SOUTHERLY ALONG SAID HIGH WATER LINE FOR 194 FEET MORE OR LESS TO THE POINT OF BEGINNING, PARCEL 2 CONTAINS 0.68 ACRES MORE OR LESS.

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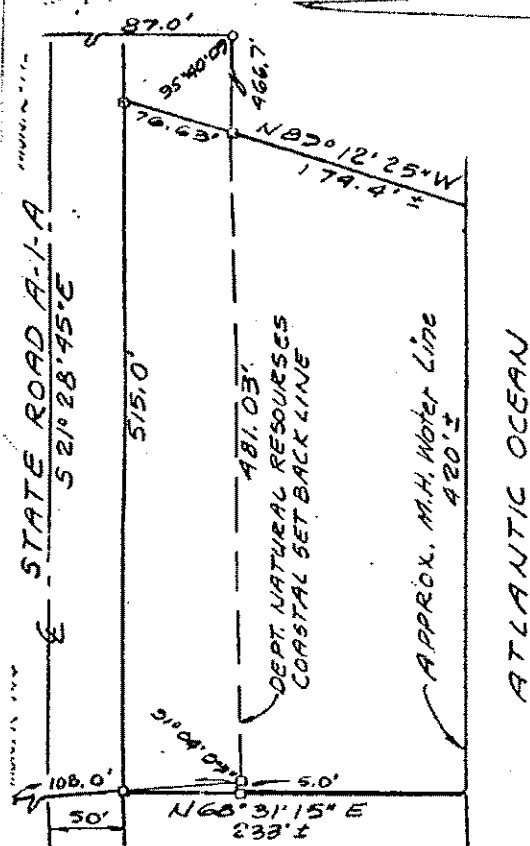
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EXHIBIT "A"

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PLAN: 1" = 100'

SURVEYOR'S NOTES:

1. See sheet 3 for a graphic plot plan of the improvements.
2. See sheets 7 through 9 for the unit floor plans.

GAL DESCRIPTION:

tract of land lying in Sections 20 and 21, Township 28 South, Range 38 East, eard County, Florida, more particularly described as follows: begin on the rth line of Section 20 at the East right of way line of State Road A1A; ence run S 21° 28' 45"E. 515.0 feet along the East right of way of State Road A; thence run N. 68° 31' 15" E, 233 feet more or less to the approximate high ter line of the Atlantic Ocean; thence run Northwesterly along said high ter line 420 feet more or less to the North line of Section 20; thence run 89° 12' 25" W, 251 feet more or less along the North line of Section 20 to e point of beginning, containing 2.497 acres more or less.

RTIFICATION:

HEREBY CERTIFY: That the attached BOUNDARY SURVEY of the above described operty is true and correct to the best of my knowledge and belief as surveyed der my direction.

John R. Campbell
 John R. Campbell
 Professional Land Surveyor No. 2351
 STATE OF FLORIDA

LEN ENGINEERING, INC.
 COA BEACH, FLORIDA

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EXHIBIT "B"

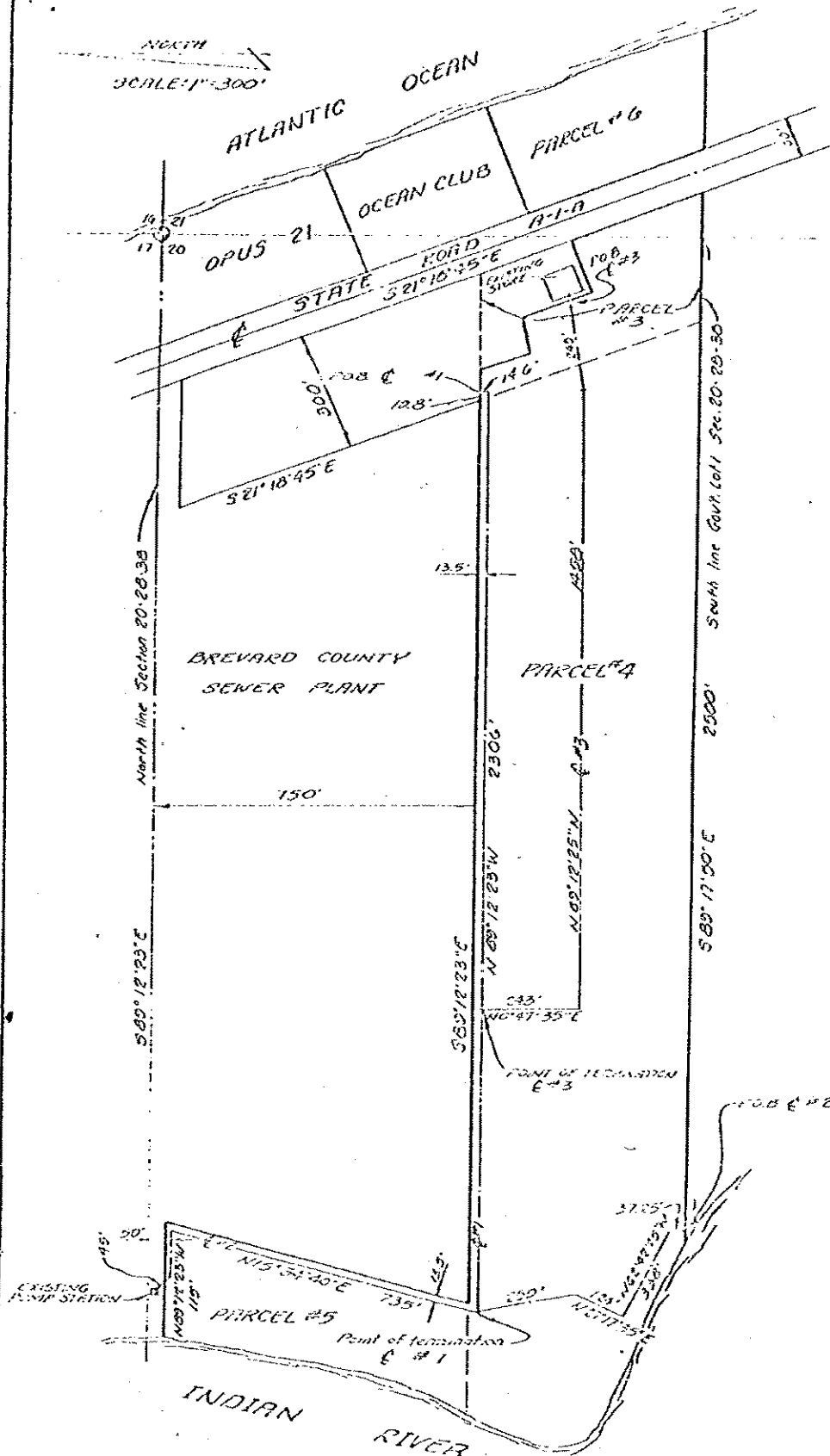
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SKETCH TO ACCOMPANY LEGAL DESCRIPTIONS



ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 AUGUST 29, 1960

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EXHIBIT "C" (1)

[PAGE] FOR: SAUNDY ASSOCIATES
 2521 OLIVER ST. W.
 SUITE 1 OF 2

LEGAL DESCRIPTION FOR SANITARY SEWER EASEMENT:

A 10 FOOT WIDE EASEMENT LYING 5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINES, SAID CENTERLINES BEING THE CENTERLINE OF EXISTING SEWER MAINS, LYING IN GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 28 SOUTH, RANGE 38 EAST, BREVARD COUNTY, FLORIDA:

CENTERLINE #1:

COMMENCE AT A POINT LYING 750.0 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID SECTION 20 AND 300.0 FEET WEST OF THE WEST RIGHT OF WAY LINE OF STATE ROAD A-1-A (A 100 FOOT WIDE RIGHT OF WAY) AS MEASURED AT RIGHT ANGLES TO SAID STATE ROAD A-1-A; THENCE RUN S89°12'25"E PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 FOR 10.8 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE RUN S21°28'45"E FOR 14.6 FEET; THENCE RUN N89°12'25"W PARALLEL WITH THE NORTH LINE OF SAID SECTION 20 FOR 2306 FEET TO THE POINT OF INTERSECTION WITH THE FOLLOWING DESCRIBED CENTERLINE, SAID POINT ALSO BEING THE POINT OF TERMINATION OF THE ABOVE DESCRIBED CENTERLINE

CENTERLINE #2:

BEGIN AT A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 1 IN SAID SECTION 20, SAID POINT LYING 2500 FEET WEST OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE RUN NORTHERLY FOR 37.25 FEET TO AN EXISTING SANITARY MANHOLE; THENCE RUN N62°42'25"W FOR 338 FEET; THENCE RUN N27°17'35"E FOR 124 FEET; THENCE RUN NORTHERLY FOR 250.0 FEET TO THE POINT OF TERMINATION OF CENTERLINE #1; THENCE RUN N15°34'40"E FOR 735 FEET; THENCE RUN N89°12'25"W PARALLEL WITH AND 50 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 20 FOR 315 FEET; THENCE RUN NORTHWESTERLY FOR 45 FEET TO AN EXISTING PUMP STATION, SAID POINT BEING THE POINT OF TERMINATION OF CENTERLINE #2

CENTERLINE #3:

COMMENCE AT THE EXISTING CONVENIENCE STORE; THENCE RUN SOUTHWESTERLY ALONG THE CENTERLINE OF THE EXISTING SEWER LINE FOR 15 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE CONTINUE SOUTHWESTERLY FOR 245 FEET TO AN EXISTING MANHOLE; THENCE RUN N39°12'25"W FOR 1458 FEET; THENCE RUN N0°47'35"E FOR 243 FEET TO THE POINT OF INTERSECTION WITH CENTERLINE #1, SAID POINT BEING THE POINT OF TERMINATION OF SAID CENTERLINE

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
AUGUST 29, 1980

2332

DATE

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FOR: SAUNDY ASSOCIATES
ORDER NUMBER
SHEET 2 OF 2

EXHIBIT "C" (2)

AMENDMENT TO EXISTING ASSOCIATION BYLAWS OPUS 21 HOMEOWNERS ASSOCIATION

(Jan 4/1/17)

OPUS 21 Community Rules - The OPUS Board of Directors are responsible for the development and maintenance of a Community Rules document and will provide requirements for distribution of these rules to residences and guest of the OPUS 21 property. The nature of these rules will be: 1) a subset of the existing rules and guidelines found in the Condominium Association Bylaws with the intent of consolidating the rules for easy distribution and access, and therefore facilitating the awareness and compliance, by residence and guests of the property; and, 2) interpretation of the existing Condominium Association Bylaws to address dynamic issues that relate to the daily interaction within the OPUS 21 community. The rules shall be defined by the Board of Directors and reviewed at the annual Homeowners Association meeting with the homeowners at large.

Fine Assessment Authority - The OPUS 21 Board of Directors shall be empowered to levy fines and/or collect cost of services (hereafter referred to as fines) on a homeowner in the event that the homeowner, homeowner tenant, or homeowner guest is found to be non-compliant to and in disregard of the Homeowners Association Bylaws. Actual fines, or the authority to fine as a result of a reoccurring problem must approved by a majority vote of the Board of Directors, and will only be levied after 2 written notices are sent to the homeowner. Fines may only be levied on bylaws or the interruption of association bylaws as documented in the Community Rules, this would excluded Community Rules that are not derived from the Homeowners Association Bylaws. All fines shall be addressed as special Association dues (similar to special assessments) and collection shall be handled in a like manner.

Article XIV-I will now read:

No open parking space may be used for any other purpose than parking automobiles that are in operating condition. No other vehicles or objects, including but not limited to oversize vehicles (i.e.: motor homes), commercial vehicles, motorcycles, trailers and/or any type of watercraft, will be parked or placed on condominium property. No parking space shall be used by any other person other than residences of OPUS 21 and their guests or visitors. Each condominium unit shall have one streetside parking space assigned to the unit exclusively for parking a vehicle. If a unit requires more than one streetside parking space the additional vehicle/s shall be parked in open community spaces. No parking in front of unit garages will be permitted.

Submitted by

[Signature]
Lynn M. Schmitt

Treasurer OPUS 21 Homeowners Association

STEPHEN H. GOULD

PRESIDENT OPUS 21 HOA

FLORIDA DRIVERS LICENSE

0430-788-61-021-0

exp 4/9/ exp 2002

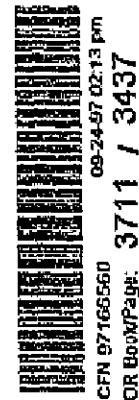
Stephen Gould
2947 S AIA
Molbourn Bch, FL
32951

DEPUTY CLERK, per F.S. 695.03/92.50

Sandy Crawford, Clerk
Brevard County, Florida



[Signature]
MISSY KIRCH



Sandy Crawford
Clerk Of Courts, Brevard County
#Pages: 1 #Times: 2
Tons: 1.00 Rec: 5.00 Serv: 0.00
Dead: 0.00 Exclse: 0.00
Mfg: 0.00 Int Tax: 0.00