

DECLARATION OF CONDOMINIUM

Table of Contents

	Page
1. Name	1
2. Legal Description	1
3. Definitions	2
4. The Units	4
5. Common Elements	5
6. Limited Common Elements	8
7. Survey, Graphic Description & Floor Plan	8
8. Common Expenses	8
9. Association	10
10. Common Surplus	11
11. Separate Real Estate Taxes	11
12. Utilities	12
13. Insurance	12
14. Maintenance, Repairs & Replacement	18
15. Alterations, Additions & Improvements	19
16. Encroachments	20
17. Lease of Units by a Unit Owner	20
18. Liabilities & Remedies	21
19. Termination & Condemnation	24
20. Developer's Privileges	25
21. Amendments	26
22. Notices	28
23. Severability	29
24. Use Restrictions	29
25. Rights & Obligations	29
Maps	at end

record and Return to:
Space Coast Title Company
308 Pine Street
Titusville, Florida 32796-3556
Suzanne Gonding



DECLARATION OF CONDOMINIUM

CFN 97196989

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OR Book/Page: 3726 / 1323

FOR

FAIRWAYS AT ROYAL OAK, A CONDOMINIUM

Fairways at Royal Oak, L.C., a Florida Limited Liability Company, herein called, "Developer," for itself, its successors, grantees and assigns, does hereby, on this 4th day of November, 1997, make, declare and publish its intention to submit, and does hereby submit, in fee simple, the real property hereinafter described to condominium ownership and use in accordance with Chapter 718, Florida Statutes, known and cited as the "Condominium Act," as follows:

1. NAME

The name of this condominium is to be FAIRWAYS AT ROYAL OAK, A CONDOMINIUM.

2. LEGAL DESCRIPTION OF THE LAND

The legal description of the land to be included, which is submitted hereby to condominium ownership, is as follows:

A part of the Southwest 1/4 of Section 16, Township 22 South, Range 35 East, Brevard County, Florida, described as follows:

Commence at the Southeast corner of said Southwest 1/4 of Section 16; run thence N89°53'17"W along the South line of Southwest 1/4, a distance of 1179.51 feet; thence N00°06'43"E, 35.00 feet to a point on the North right of way line of Knox McRae Drive (a 70' right of way), said point being the point of beginning of the lands herein described; thence along the boundary of Royal Oak Golf and Country Club Golf Course Grounds, as now established, the following five courses and distances; continue N00°06'43"E, 150.00 feet;



Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 37 #Names: 2
Trust: 19.00 Rec: 149.00 Serv 0.00
Deed: 0.00 Excise 0.00

N45°06'43"E, 70.71 feet; S83°53'17"E, 260.00 feet; N69°36'43"E, 711.81 feet; S44°53'17"E, 254.64 feet to a point on the Westerly right of way line of Barna Avenue (a 70' right of way); thence along said right of way line the following two courses and distances; S45°06'43"W, 60.39 feet to the point of curvature of a circular curve concave Southeasterly having a radius of 285.00 feet and a central angle of 45°00'00"; Southwesterly along the arc of said curve 223.84 feet to the point of reverse curvature of a circular curve concave Northwesterly having a radius of 25.00 feet and a central angle of 90°00'00"; thence southwesterly along the arc of said curve, 39.27 feet to the point of tangency, said point being on the aforementioned Northerly right of way line of Knox McRae Drive; thence N89°53'17"W along said Northerly right of way line, 1005.61 feet to the point of beginning.

Containing 7.400 acres more or less.

3. DEFINITIONS

The terms used in the condominium documents shall have the meanings stated in the Condominium Act or as follows, unless the context requires otherwise:

A. "Assessment" means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the unit owner.

B. "Association" means THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC., a non-profit Florida corporation, or its assigns, which is and shall be responsible for the operation, administration and management of the condominium.

C. "Association Property" means that property, real and personal, in which ownership is vested in the Association for the use and benefit of the members.



D. "Board of Directors" and "Board" means the Board of Administration of THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC., which shall be responsible for administration of the Association.

E. "Common Elements" means the portions of the condominium property not included within any unit as further defined in Article 5 hereof.

F. "Common Expenses" means all expenses and assessments which are properly incurred by the Association for the condominium and for which the unit owners are liable to the Association.

G. "Common Surplus" means the excess of all receipts of the Association from this condominium and the owners of the units, including but not limited to assessments, profits, and revenues on account of the common elements, over the amount of the common expenses.

H. "Condominium Parcel" means the unit, together with the undivided share in the common elements which is appurtenant to the unit and all other appurtenances thereto.

I. "Condominium Property" means and includes the lands and personal property in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

J. "Special Assessment" means any assessment levied against unit owners other than the assessment required by a budget adopted annually.



CFN 97196989

OR Book/Page: 3726 / 1325

K. "Unit" means that portion of the condominium property which is subject to private ownership as further defined in Article 4 hereof.

L. "Unit Owner" or "Owner" means the owner of a condominium parcel.

M. "Voting Certificate" means a document which designates one of the owners, or the corporate, partnership or entity representative who will vote and represent the voting interest of the unit.

4. THE UNITS

A. Identification. Each of the units is identified and designated as set forth in the survey contained in Exhibit A attached hereto and by reference made a part hereof.

B. Boundaries. Each unit consists of (1) the volumes or cubicles of space enclosed by the unfinished inner surfaces of perimeter and interior walls, ceilings and floors thereof, including vents, doors, windows and such other structural elements as are ordinarily considered to be enclosures of space, and including the volume or cubicle of space enclosed by any terrace, (2) all interior dividing walls and partitions (including the space occupied by such interior walls or partitions but excepting load-bearing interior walls and partitions), and all screening enclosing the terraces, and the exterior balconies and deck areas abutting or appurtenant to the enclosed portions of the unit, (3) the decorated inner surfaces of the perimeter and interior walls (including



decorated inner surfaces of all interior load-bearing walls), floors and ceilings, consisting of paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the unit, and (4) all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the unit, commencing at the point of disconnection from the structural body of the condominium building and from the utility lines, pipes, or systems serving the unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems not designated for the service of any particular unit, or any of the structural members or portions of any kind, including fixtures within the unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any unit.

5. COMMON ELEMENTS

A. Ownership Percentage. The undivided interest in the common elements and common surplus which is appurtenant to each unit shall be equal to 1/96th of the total. The undivided shares in the common elements appurtenant to a unit shall remain constant unless amended in writing by the unit owners and the mortgagees of the units as required by the Condominium Act.



B. Identification. The common elements appurtenant to each unit shall include, but are not limited to:

1. The parcel of land on which the improvements are located as described in Paragraph 2 above.
2. All parts of the improvements which are not contained within the units, including the foundations, roof, floors, ceilings, perimeter walls, load-bearing interior walls and partitions, slabs, hallways, entrances and exits or communication ways, pipes, wire, conduits, air ducts and utility and community or cable television lines, and the space actually occupied by all of these items.
3. All of the parking areas, walkways, paths, trees, shrubs, grounds and gardens, located or to be located on the condominium property described herein.
4. The following easements from each unit owner to each other unit owner and to the Association:
 - (a) Easements through the common elements for ingress and egress.
 - (b) An easement of support in every portion of a unit which contributes to the support of the condominium building.



(c) An easement for the purpose of installation, maintenance, repair and replacement of all sewer, water, power, television and telephone lines, mains, conduits, wire and any and all other equipment or machinery necessary or incidental to the proper functioning of any such utility or television system.

(d) An easement through any unit, and the common elements, for maintenance, repair and replacement of the common elements or when necessary to prevent damage to the common elements or to another unit or units. Access to units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

5. All other elements of the condominium improvements rationally for common use or necessary to their existence, upkeep and safety, and all other devices or installations within the condominium property existing for common use.

C. Right to Use. All unit owners shall have the right to use the common elements, subject to the terms and conditions set forth herein. Such rights shall extend to the unit owners, members of their immediate families, their guests and other authorized



occupants and visitors of a unit owner. Use of the common elements and rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Condominium Act, this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association.

6. LIMITED COMMON ELEMENTS

This Declaration of Condominium does not create any limited common elements and does not reserve any portion of the common elements for the exclusive use of a certain condominium unit or units to the exclusion of other units.

7. SURVEY, GRAPHIC DESCRIPTION AND FLOOR PLAN

A survey of the land and a graphic description of the improvements in which units are located and a plot plan thereof are attached hereto as a part of Exhibit A. This Declaration, in order further to define and identify the units and common elements of the condominium property, including any and all present and future improvements thereof, hereby declares that the condominium property is subdivided into a total of 96 units, as shown on the survey contained in Exhibit A hereto, each of which shall, together with the appurtenances, constitute a separate parcel of real property.

8. COMMON EXPENSES

A. Share of Common Expenses. Each unit owner shall be assessed a proportionate share of the expenses of maintenance,



repair, replacement, administration and operation of the common elements, and of the taxes and assessments levied thereon, which expenses are hereinafter referred to collectively as common expenses. The proportionate share of the common expenses of each unit owner shall be the same as such unit owner's share of the common elements, as set forth in Paragraph 5A above. Payment thereof shall be in such installments and at such times as may be provided in the Bylaws. In the event of the failure of a unit owner to pay the proportionate share when due, the amount thereof shall constitute a lien on the unit as provided by the Condominium Act. The lien shall secure all unpaid assessments, interest, reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien shall be effective from and after the recording of a Claim of Lien in the public records of the county in which this condominium is located and it shall secure all sums due the Association including those accruing after recording of the Claim of Lien.

B. Amendment to Shares. The proportionate share of the common expenses, attributable to each unit may be amended only with the written consent of the unit owner and the mortgagee or mortgagees of the unit and approval of not less than a majority of the total voting interests of the Association.

C. Uncollectible Assessments. If the Board of Directors decides that any unpaid assessment is uncollectible, it shall become a common expense, collectible from all of the unit owners



including an acquirer of the unit where the assessment was determined to be uncollectible.

9. ASSOCIATION

A. Association. Prior to the date of the recording of this Declaration there will be or has been created under the laws of the State of Florida THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC., a corporation not-for-profit, herein called the Association, which shall be responsible for the administration, operation, maintenance, repair and replacement of the condominium property and which shall have those powers and duties set forth in the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws. A copy of the Bylaws of the Association is attached hereto as Exhibit C and incorporated herein by this reference.

B. Membership. Each unit owner shall automatically become and be a member of the Association for so long as such owner continues to own a unit. Upon the termination of the interest of the unit owner, membership in the Association shall thereupon terminate and transfer and inure to the new unit owner succeeding in interest. The voting rights of the unit owners shall be as set forth in the Articles of Incorporation of the Association, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference.



10. COMMON SURPLUS

Common surplus shall be the excess of all receipts of the Association including, but not limited to, assessments, special assessments, rents and revenues on account of the common elements over the amount of common expense. Each unit owner shall own an undivided share in any common surplus in the same percentage as such owner's share of the common elements, as set forth in Paragraph 5A above. All common surplus shall be held and administered by the Association on behalf of the unit owners and may be credited to the unit owners at such times and in such amounts as the Board of Directors of the Association shall deem fit or otherwise expended by the Association for the benefit of the unit owners as the Board of Directors may determine, provided however, that no distribution of the common surplus shall be made contrary to the requirements of Chapter 617 of the Florida Statutes.

11. SEPARATE REAL ESTATE TAXES

Real estate taxes are to be separately assessed to each unit for the owner's condominium parcel, as provided in the Condominium Act. If for any year such taxes are not separately assessed to each unit owner, then each unit owner shall pay the proportionate share thereof based upon the percentage of his share of the common elements set forth in Paragraph 5A above.



12. UTILITIES

Each unit owner shall pay for the telephone, television, electricity and other services or utilities that are separately metered or billed to each user or unit by the respective utility company, service provider or the Association. Utilities which are not separately metered or billed and for the benefit of unit owners collectively shall be part of the common expenses.

13. INSURANCE

A. Hazard Insurance. The Board of Directors acting on behalf of the Association, unit owners and their mortgagees as their interests may appear shall insure the condominium property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the condominium property.

B. Insured Property. For purposes of insurance coverage, condominium property shall be defined as the buildings, all additions and extensions attached thereto; fixtures, machinery and equipment constituting a permanent part and pertaining to the service of the buildings; materials and supplies intended for use in construction, alteration or repair; yard fixtures; detachable building equipment; personal property used for the service or maintenance of the buildings, including fire extinguishing apparatus, floor coverings, wall coverings and ceiling coverings not located within a unit and outdoor furniture, and including fixtures, installations or additions comprising a part of the



buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of individual condominium units initially installed, or replacements thereof, in accordance with the original condominium plans and specifications (excluding floor, wall and ceiling coverings within individual units), and including all personal property in which each of the condominium unit owners has an undivided interest. Insurance coverage shall be written in the name of and the proceeds thereof shall be payable to the Association or the Board of Directors as the trustees for the unit owners and their respective mortgagees, if any, as their interests may appear. If agreeable to the insurer, policies shall include provisions that they be without contribution, and that the insurer waives its rights of subrogation as to any claims against the unit owners.

C. Loss or Damage. In the event of loss or damage to the condominium property, the proceeds shall be applied to restore the property to the same condition in which it existed prior to such loss or damage, with each unit and the common elements having the same size, location and dimensions as before. In the event such restoration or repair shall not be substantially in accordance with the original plans and specifications, such restoration and repair shall require the approval of not less than fifty-one percent (51%) of the total voting interests of the Association and the approval of not less than fifty-one percent (51%) of the holders of first mortgages on units within the condominium.



D. Total Destruction. In the event of a total destruction of the entire condominium or if a building or buildings are damaged or destroyed rendering two-thirds or more of the units untenable, the owners of not less than fifty-one percent (51%) of the total voting interests of the condominium may elect to reconstruct or replace the buildings. In the event of such election to reconstruct or replace, the payment of the expense thereof shall be made as provided in the next paragraph hereof. If a majority shall elect not to reconstruct or replace, the condominium may be terminated as provided in Article 19 of this Declaration.

E. Use of Proceeds. The net proceeds of any insurance collected shall be made available for the purpose of restoration or replacement. If the insurance proceeds are insufficient to cover the entire expenses of reconstruction or replacement, the additional expense shall be paid by all of the unit owners directly affected by the damage in proportion to the insured valuation of their respective units. If any such unit owner shall refuse to make the required payments, the Board of Directors shall levy a charge in an amount proportionate to the insured valuation of the unit. The proceeds of such charges and of the insurance shall be paid to the Association for the purpose of covering the expense of repair and replacement. In the event any unit owner or owners shall fail to respond to the charge by payment thereof within a reasonable time, the Board shall have the authority to cause such restoration or reconstruction to be accomplished and to charge the



proportionate expense thereof, less any applicable insurance credits, to such unit owners. The Association may enforce the provisions hereof and collect any sums due hereunder in the manner provided in Section 718.303 of the Florida Statutes.

F. Liability Insurance. The Association shall have the authority to and shall obtain comprehensive public liability insurance in a minimum amount of \$1,000,000 and worker's compensation insurance and other liability insurance as it may deem desirable, insuring each unit owner and the Association, the Board of Directors, and managing agent from liability in connection with the common elements. Where agreeable to the insurer, all liability insurance policies shall contain cross-liability endorsements to cover liabilities of the unit owners collectively or to a unit owner individually.

G. Flood Insurance. If it shall be determined that the condominium property is located in a special flood hazard area, the Association shall have the authority to and shall obtain flood insurance in an amount not less than the maximum available coverage under the National Flood Insurance Program for all buildings and other insurable property within the condominium, or full current replacement cost unless seventy-five percent (75%) of the total voting interests of the condominium shall determine that such flood insurance shall be in an amount less than full insurable replacement cost.



H. Bonding and Other Insurance. The Association shall have the authority and shall maintain fidelity bonds on all persons having authority to control or disburse funds of the Association. If the Association's annual gross receipts exceed \$100,000.00, but do not exceed \$300,000.00, the bond shall be in the principle sum of \$30,000.00 for each person who controls or disburses funds of the Association. If the Association's annual gross receipts exceed \$300,000.00, the amount of the bond shall be in the principal sum of \$50,000.00 for each such person. The Association shall have the authority to maintain such other insurance coverage as the Board may from time to time deem appropriate.

I. Premiums. The premiums for all insurance purchased pursuant to the provisions of this Article shall be common expenses, and when practical shall be paid at least thirty (30) days prior to the expiration date of any policy. If agreeable to the insurer, such policies shall include a provision that coverage will not be terminated for non-payment of premiums without ten (10) days' prior written notice to each unit mortgagee.

J. Excess Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Board of Directors shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall each have the right to intervene and defend.



K. Inspection of Insurance Policies. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

L. Individual Insurance Responsibility. Each unit owner shall be responsible for obtaining insurance on the contents of the unit, including wall, ceiling and floor coverings and owner's personal property stored elsewhere on the condominium property, and including all additions and improvements made by the unit owner to the condominium unit other than the fixtures, installations or additions initially installed or replacements thereof in accordance with the original condominium plans and specifications, and the unit owner's personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided.

M. Association as Attorney-in-Fact. In undertaking the responsibilities set forth in this Article, the Association is hereby designated and shall be the attorney-in-fact for all unit owners for the purpose of purchasing and maintaining such insurance, including but not necessarily limited to, the collection and appropriate disposition of the proceeds thereof, the negotiations of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish the purposes of this Article.



14. MAINTENANCE, REPAIRS AND REPLACEMENT

A. Unit Owner. Each unit owner shall be responsible for and shall furnish at such owner's expense and be responsible for all of the maintenance, repairs and replacements required within for owner's unit; provided, however, that such maintenance, repair and replacement as may be required for the bringing of water, gas and electricity to the unit shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the common elements shall be furnished by the Association as part of the common expenses.

B. Unit Owner Negligence. If, due to the negligent act or omission of a unit owner, or of a member of the owner's family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a common expense, such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the provisions of this Declaration of Condominium.

C. Access to Units. To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the rules and



regulations of the Association. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or other units.

D. Windows and Doors. Each unit owner shall be responsible for the maintenance, repair and replacement of all windows of owner's unit and also the doors leading onto the balconies and stairways, if any, adjacent to such unit.

E. Emergency Access. The Association has the irrevocable right to access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to common elements or to another unit or units.

F. Authority to Grant Easements. The Association shall have the authority to grant permits, licenses and easements over the common elements, and to move or modify the same, for utilities, ingress and egress, cable television service and for other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS

No alterations to any common elements, or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of not less than two-thirds (2/3) of the



total voting interests of the Association. No material alteration or modification to the common elements, or any additions or improvements thereto shall be made by the Board of Directors without the prior approval of not less than fifty-one percent (51%) of the total voting interests of the condominium.

16. ENCROACHMENTS

If any portion of the common elements shall encroach upon any unit, or if any unit shall encroach upon any portion of the common elements, as the common elements and units are shown by the surveys comprising the plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the common elements and the respective unit owners involved to the extent of such encroachments so long as they shall exist.

17. LEASE OF UNITS BY A UNIT OWNER

A. Leases and Rentals. An owner of a unit may not rent or lease any interest in the unit for a period of less than one (1) month. The restriction limiting the terms of rentals may be amended only by the affirmative vote of not less than two-thirds (2/3) of all of the voting interests in this condominium. The purpose of this rental restriction is to maintain a congenial residential community, non-transitory in nature, and this covenant shall exist until amended or until the condominium is terminated.



B. Copies of Condominium Documents. The Board of Directors of the Association shall make available current copies of the Declaration of Condominium, Articles of Incorporation, Bylaws, Rules and Regulations, the most recent financial statements and other such documentation to any prospective transferee of a unit, at the Association's actual cost for preparing or furnishing the copies.

18. LIABILITIES AND REMEDIES

A. Payment of Assessments. Each unit owner shall pay the assessments or assessment installment against the unit on or before the first day of the month in which such assessments are due, and any and all assessments or assessment installments levied shall bear interest at the maximum rate allowed by law, applicable to individuals, from and after the date that they shall become due. No owner may be exempt from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of the unit.

B. Claim of Lien. All such assessments or assessment installments levied upon each unit or unit owner shall constitute a lien in favor of the Association against the owner's unit, effective as to the fixed monthly assessment on the first day of each month and as to additional assessments or assessment installments, if any, as of the date when the common expense giving



rise thereto was incurred by the Association. Such lien shall be effective upon recording of a Claim of Lien in the public records of the county where this condominium is located.

C. Priority of Lien. The lien or liens held by the Association for any and all unpaid assessments and assessment installments shall be prior to all other liens except: (1) assessments, liens and charges for taxes past due and unpaid on the unit, and (2) payments due under bona fide first mortgages recorded prior to the creation of such lien or liens.

D. Assumption of Lien and Payment. Upon the transfer of title to any unit, by whatever means, all liens thereon, except those which may be assumed with the lienholder's consent, shall be paid out of the sale price or by the transferee.

E. Joint Liability. The transferee of title to a unit shall be jointly and severally liable with the transferor thereof for any and all amounts owing by the transferor to the Association up to the time of the transfer of title, without prejudice to the transferee's right to recover from the transferor any amount thereof paid by the transferee. The Association shall provide for the issuance to every transferee, upon request, a certificate of all the amounts due the Association, and the transferee's liability hereunder shall thereupon be limited to the amount stated.

F. Foreclosure and Collection. In the event that any lien arises against a unit due to the failure of the unit owner to pay any assessments or assessment installments, and the assessments or assessment installments remain unpaid for more than seven (7) days



after they shall have become due and payable, or the unit owner shall in any way default under any provisions of the Condominium Act, this Declaration, the Articles of Incorporation and Bylaws, or the Rules and Regulations, the Association shall have each and all of the rights and remedies which may be provided for in the Condominium Act, this Declaration, or the Articles of Incorporation and the Bylaws, or which may be available at law or in equity, and may prosecute any action or other proceedings against the defaulting unit owner or others or both for enforcement of any and all liens, statutory or otherwise, including foreclosure of its liens in the manner provided for the foreclosure of real estate mortgages and the appointment of a receiver for the unit and the ownership interest of the unit owner, or for damages or injunction of specific performance or judgment for payment of money and collection thereof, or any combination of remedies, or for any other relief.

G. Expenses. All reasonable costs and attorneys' fees incurred by the Association in the enforcement hereof, whether by legal proceedings or otherwise, shall, in addition to the amount due and coming due during enforcement proceedings, be recoverable by the Association against the defaulting unit owner. Such costs and fees, together with interest thereon at the maximum legal rate chargeable to an individual, shall be charged to and assessed against the defaulting unit owner.



H. Cumulative Remedies. Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board of Directors, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

19. TERMINATION OR CONDEMNATION

A. Termination. The condominium form of ownership may be terminated only by the agreement of ninety percent (90%) of all voting interests in the condominium and all mortgagees of record. Such termination shall become effective when an instrument executed by all such owners and mortgagees in the manner required for the conveyance of land in Florida evidencing the termination has been recorded in the public records of the county where this condominium is located, and the unit owners shall have executed and delivered deeds conveying all of the property to the Association. The Association shall endeavor to sell the condominium property, and shall hold the proceeds of sale in trust for the benefit of the unit owners and mortgagees. In the event that termination occurs after a casualty loss, the insurance proceeds shall be combined with the proceeds of sale. After providing for all necessary costs and expenses, including court costs and reasonable attorney's fees in the event of litigation necessary to complete the termination and sale, the unit owners and their mortgagees shall have an undivided interest in the accumulated proceeds of sale and in any



common surplus of the condominium in accordance with the percentages of ownership in the common elements set forth in this Declaration. Membership in the Association of each unit owner shall thereafter terminate.

B. Condemnation. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof. In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association for the use and benefit of the unit owners and their mortgagees as their interests may appear.

20. DEVELOPER'S PRIVILEGES

A. Transact Business. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, office equipment, signs and all items pertaining to sales, shall not be considered common elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners have with its right to sell, rent or lease as contained in this paragraph.



B. Common Expense Liability. Commencing with the recording of this Declaration of Condominium upon the public records of the county, the Developer shall not be liable for the payment of common expenses in respect of any unit, so long as the Developer guarantees that the assessments for common expenses shall not increase over the dollar amount stated in the budget submitted as a part of the offering prospectus for the condominium. The guarantee period shall be the same for all unit owners and such guarantee period shall end at such time as the Association is controlled by unit owners other than the Developer or the Association adopts a budget waiving reserves, whichever occurs first. The guaranteed payment of common expenses for each unit shall be \$117.76 per month. The Developer hereby undertakes and guarantees to pay all actual common operating expenses incurred during such period of time as they are in excess of the amount stated in said budget, which amount represents an aggregate of the sums to be collected from all unit owners other than the Developer during such period of time.

21. AMENDMENTS

A. Amendments. Except as otherwise provided in Sections 8B and 21B, the provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than two-thirds (2/3) of the voting interests of the condominium,



except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus except upon at least a majority vote of all the unit owners. All amendments to this Declaration shall be recorded.

B. Mortgagee Consent. No amendment shall change or modify the provisions of this Declaration of Condominium which govern the voting rights of members, assessments, assessment liens or subordination of such liens, reserves for maintenance, repair or replacement, insurance or fidelity bonds or any provisions which is for the express benefit of any first mortgage holder, insurer or guarantor, unless not less than fifty-one percent (51%) of such first mortgage holders shall have first approved such amendment. No amendment may change the size or configuration of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses or owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of



the amendment and unless at least a majority of the record owners of all other units approve the amendment.

22. NOTICES

A. Giving Notice. Notices provided for in the Condominium Act, Declaration, Articles of Incorporation or Bylaws shall be in writing, and shall be addressed to the Association or to any unit owner at the mailing address of the condominium property or at such other address as may hereafter be provided on the roster of owners maintained by the Association. The Board of Directors may designate a different address or addresses for notices to it by giving written notice of such change of address to all unit owners at such time. Any unit owner may also designate a different address or addresses for notices by giving written notice of such owner's change of address to the Association. Notice addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a unit owner, when deposited in the mail box in the building or at the door of the unit in the building.

B. Proof of Notice. The post office certificate of mailing shall be retained as proof of such mailing or an officer of the Association or person giving notice shall provide an affidavit affirming the giving of notice.



23. SEVERABILITY

If any provision of this Declaration, the Articles of Incorporation or Bylaws shall be held invalid, it shall not affect the validity of the remainder of the Declaration, Articles and the Bylaws.

24. USE RESTRICTIONS

A. Single Family Residence. Units shall be utilized only for purposes of single family residential use as may be more particularly defined by rules adopted by the Board of Directors.

B. Leases. No lease or rental of a unit shall be made for a period of less than one (1) month and all lease or rental agreements shall be in writing.

C. Pets. No unit owner shall be entitled to keep or maintain a pet in excess of twenty-four (24) pounds upon the premises. There shall be no more than two (2) pets per unit, and dogs shall be kept on leashes at all times when not in the condominium unit of the owner.

D. Other Occupancy Rules. Units and their occupants shall further be subject to such rules and regulations as may be adopted from time to time by the Board of Directors and not inconsistent with this Declaration or exhibits attached thereto.

25. RIGHTS AND OBLIGATIONS

A. Unit Owners. The provisions of this Declaration, the Articles of Incorporation and the Bylaws, and the rights and



obligations established thereby, shall be deemed to be covenants running with the land so long as the property remains subject to the provisions of the Condominium Act and shall inure to the benefit of and be binding upon each and all of the unit owners and their respective heirs, representatives, successors, assigns, purchasers, lessees, grantees, and mortgagees. By the recording of the acceptance of a deed conveying a unit or any interest therein, or any ownership interest in the property whatsoever, the person to whom such unit or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws.

B. Mortgagees. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the unit number, any such holder, insurer or guarantor shall be entitled to timely written notice of:

- (1) Any condemnation loss or any casualty loss affecting a material portion of the project or any unit on which their mortgage is held, insured, or guaranteed;
- (2) Any delinquency in payment of assessments or charges by an owner of a unit subject to a first mortgage held, insured or guaranteed by such person, which remains uncured for a period of sixty (60) days; or



(3) Any lapse, cancellation or material modifications of any insurance policy or fidelity bond maintained by the Association.

DONE AND EXECUTED the day and year first written hereinabove.

Signed, sealed and delivered in the presence of:

FAIRWAYS AT ROYAL OAK, L.C., a Florida Limited Liability Company

[Signature]
Print Name: A. J. Galbraith

By: [Signature]
ROSS H. GALBRAITH, MANAGER

[Signature]
Print Name: SANDRA GALBRAITH



STATE OF FLORIDA
COUNTY OF Brevard

The foregoing Declaration of Condominium was acknowledged before me this 4th day of November, 1997, by ROSS H. GALBRAITH, the Manager of FAIRWAYS AT ROYAL OAK, L.C., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public Suzanne Goding
Suzanne Goding
MY COMMISSION # CC525850 EXPIRES
March 15, 2000
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: 3/15/2000

Personally known OR Produced Identification _____
Type of Identification Produced _____

JOINDER AND CONSENT OF MORTGAGEE
TO
DECLARATION OF CONDOMINIUM
OF
FAIRWAYS AT ROYAL OAK, A CONDOMINIUM

COMES NOW, GREAT WESTERN BANK, a Federal Savings Bank, by and through its undersigned officer, the mortgagee of the real property submitted to the Declaration of Condominium of FAIRWAYS AT ROYAL OAK, A CONDOMINIUM, and does hereby consent to the recording of the aforesaid Declaration of Condominium and agrees to the subdivision of said real property in accordance with the aforesaid Declaration of Condominium.

DONE AND EXECUTED this 18th day of SEPT, 1997.

WITNESSES:

GREAT WESTERN BANK, a Federal Savings Bank

Mickey Driscoll
Print Name: MICKEY DRISCOLL

Mark Rasmussen
MARK RASMUSSEN, VICE PRESIDENT
MARK DE MIK

Deborah Kalustian
Print Name: Deborah Kalustian



CFN 97196989

OR Book/Page: 3726 / 1354

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

I HEREBY CERTIFY that before me this 18th day of SEPT, 1997, personally appeared MARK DEMIK of MARK RASMUSSEN, Vice President of GREAT WESTERN BANK, a Federal Savings Bank, to me known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his own free act and deed as such officer for the uses and purpose therein mentioned.

WITNESS my hand and official seal this 18th day of SEPT, 1997.

Joan Serin
Notary Public

My commission expires: 2-3-99

Personally known OR Produced Identification
Type of Identification Produced _____



UNSUITABLE
FOR
MICROFILM

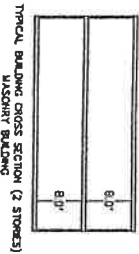
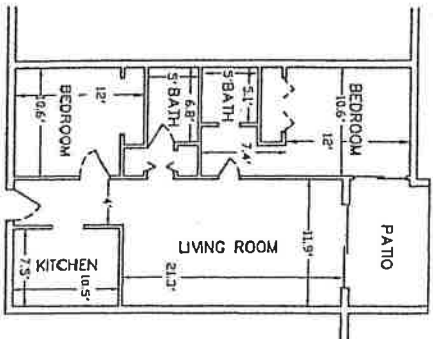
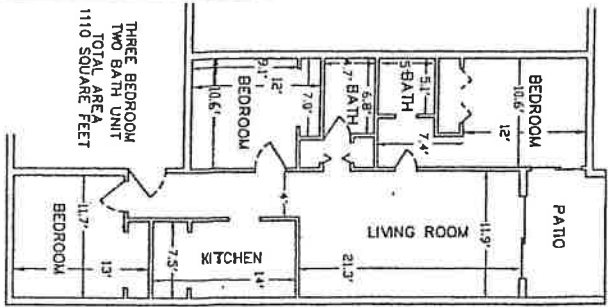
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THE FAIRWAYS AT ROYAL OAK, A CONDOMINIUM
SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE BREVARD COUNTY, FLORIDA

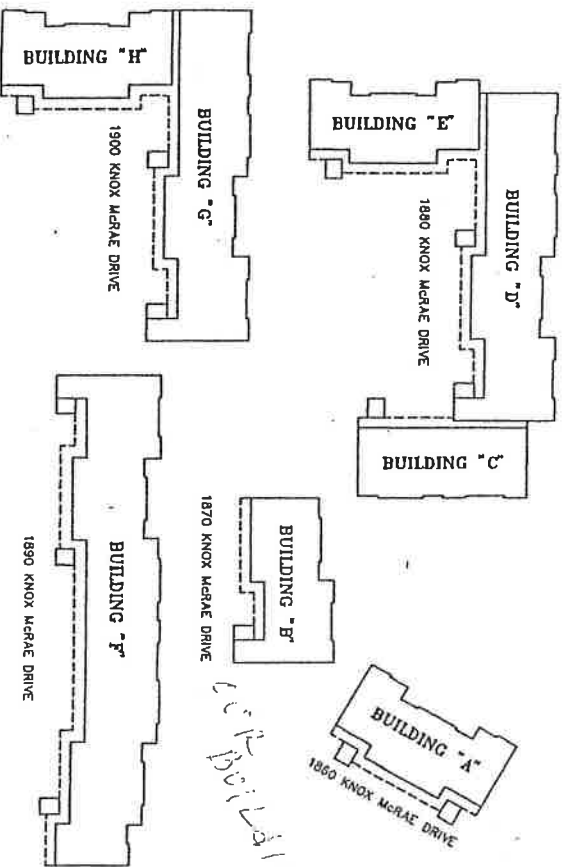
EXHIBIT 'A'

SHEET 1 OF 2



FINISHED FLOOR ELEVATIONS ARE AS FOLLOWS:

BUILDING 'A'	1st FLOOR, ELEVATION = 25.95
BUILDING 'B'	2nd FLOOR, ELEVATION = 34.89
BUILDING 'C'	1st FLOOR, ELEVATION = 27.05
BUILDING 'D'	2nd FLOOR, ELEVATION = 35.75
BUILDING 'E'	1st FLOOR, ELEVATION = 28.11
BUILDING 'F'	2nd FLOOR, ELEVATION = 36.75
BUILDING 'G'	1st FLOOR, ELEVATION = 28.08
BUILDING 'H'	2nd FLOOR, ELEVATION = 36.98
BUILDING 'I'	1st FLOOR, ELEVATION = 30.01
BUILDING 'J'	2nd FLOOR, ELEVATION = 38.71
BUILDING 'K'	1st FLOOR, ELEVATION = 30.03
BUILDING 'L'	2nd FLOOR, ELEVATION = 38.71
BUILDING 'M'	1st FLOOR, ELEVATION = 29.85
BUILDING 'N'	2nd FLOOR, ELEVATION = 38.37
BUILDING 'O'	1st FLOOR, ELEVATION = 27.77
BUILDING 'P'	2nd FLOOR, ELEVATION = 36.45
BUILDING 'Q'	1st FLOOR, ELEVATION = 25.75
BUILDING 'R'	2nd FLOOR, ELEVATION = 34.43
BUILDING 'S'	1st FLOOR, ELEVATION = 25.76
BUILDING 'T'	2nd FLOOR, ELEVATION = 34.48



SEARS SURVEYING COMPANY



DATED: JUNE 6, 1997.

CERTIFICATE
THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT THE FAIRWAYS AT ROYAL OAK, A CONDOMINIUM, AS SHOWN ON THE ATTACHED PLAT, THROUGH FOUR OF THE FAIRWAYS AT ROYAL OAK, A CONDOMINIUM ARE A TRICE AND ACCURATE SURVEY AND PLAT OF THE LAND AND IMPROVEMENTS DESCRIBED THEREON, AND THAT SHEETS ONE THROUGH FOUR ARE AN ACCURATE PLAT AND SURVEY OF THE COMMON ELEMENTS AND UNITS OF THE FAIRWAYS AT ROYAL OAK, A CONDOMINIUM, WHICH I HAVE SURVEYED, AND I FURTHER CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS IS SUBSTANTIALLY COMPLETE, SO THAT THIS MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM, WHEN RECORDED IN OFFICIAL RECORDS OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, IS AN ACCURATE REPRESENTATION OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

SEARS SURVEYING COMPANY
ROBERT D.M. SEARS, P.S.U.

- NOTES:
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF SECTION 15, AS BEING N 89°56'59" E.
 2. ELEVATION SPOTM, HEREON ARE BASED ON BREVARD COUNTY DATUM PER BENCHMARK SQUARE 0011, LOCATED AT THE NORTHEAST CORNER OF BARNIA AVE. AND KNOX MCRAE DR. TITUSVILLE DRAINAGE ATLAS, PAGE 2-16F-D, ELEVATION = 26.40.
 3. ALL PROPERTY OUTSIDE THE SPRAE ENCLOSED BY THE UNDERSIGNED, INCLUDING THE INTERESTS OF THE COMMON ELEMENTS AND UNITS AS DEFINED IN ARTICLE 4 OF DECLARATION OF CONDOMINIUM AND DEPICTED ON THIS SURVEY AND PLOT PLAN ARE COMMON ELEMENTS.
 4. THERE ARE NO LIMITED COMMON ELEMENTS AS PART OF THIS CONDOMINIUM.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGAL DESCRIPTION:
A PART OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID SOUTHWEST 1/4 OF SECTION 16, RUN THENCE N89°53'17"W ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 1172.51 FEET; THENCE N00°0'43"E, 25.00 FEET; THENCE ON THE NORTH RIGHT OF WAY LINE OF KNOX MCRAE DRIVE (A 70' RIGHT OF WAY SAID DRIVE BEING 100' WIDE) TO THE POINT OF BEGINNING DESCRIBED; THENCE ALONG THE BOUNDARY OF THE LANDS FOLLOWING RIVE COURSES AND DISTANCES: CONTINUE N00°0'43"E, 150.00 FEET; N45°06'43"E, 70.71 FEET; S83°53'17"E, 260.00 FEET; N69°16'43"E, 71.81 FEET; S44°53'17"E, 254.64 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF BARNIA AVENUE (A 70' RIGHT OF WAY); THENCE ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING; THENCE ALONG SAID COURSE S04°00'00" SOUTHWESTERLY HAVING A RADIUS OF 285.00 FEET AND A CENTRAL ANGLE OF 45°00'00"; SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 223.84 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 23.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID COURSE N89°53'17"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1005.51 FEET TO THE POINT OF BEGINNING.
CONTAINING 7.400 ACRES MORE OR LESS.

UNSUITABLE
FOR
MICROFILM

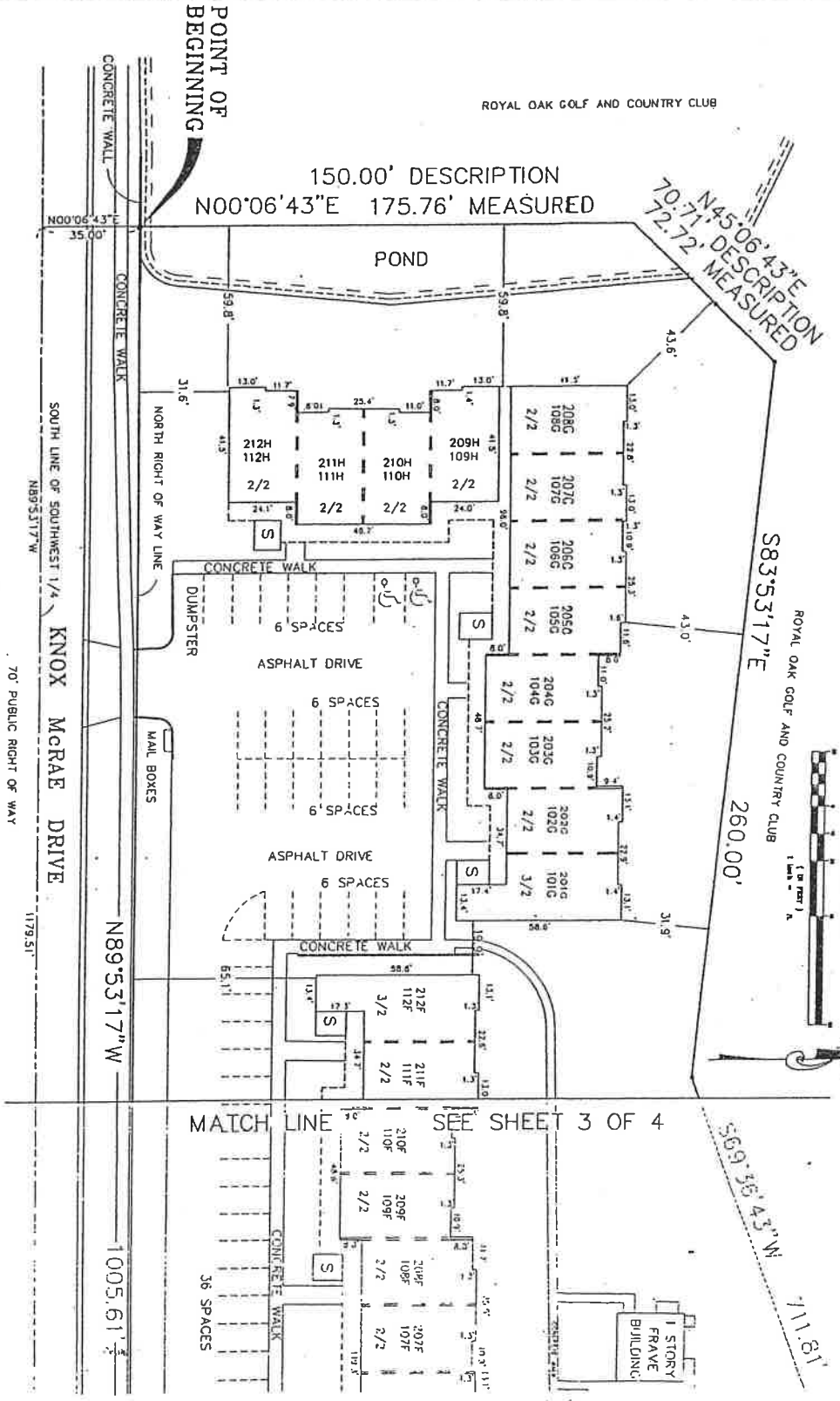
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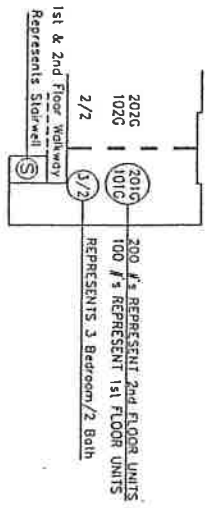
THE FAIRWAYS AT ROYAL OAK, A CONDOMINIUM

SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE BREVARD COUNTY, FLORIDA
EXHIBIT 'A'



SHEET 2 OF 4

SEARS SURVEYING COMPANY
315 N. Ferricreek Avenue
Orlando, Florida 32803 (407) 897-6220



MATCH LINE SEE SHEET 3 OF 4

UNSUITABLE
FOR
MICROFILM



CFN 97196989

OR Book/Page: 3726 / 1358

THE FAIRWAYS AT ROYAL OAK, A CONDOMINIUM

SECTION 16, TOWNSHIP 22 SOUTH, RANGE 35 EAST
CITY OF TITUSVILLE
BREVARD COUNTY, FLORIDA

EXHIBIT 'A'

SHEET 3 OF 4

SEARS SURVEYING COMPANY
315 N. Ferncreek Avenue
Orlando, Florida 32803 (407) 887-6220

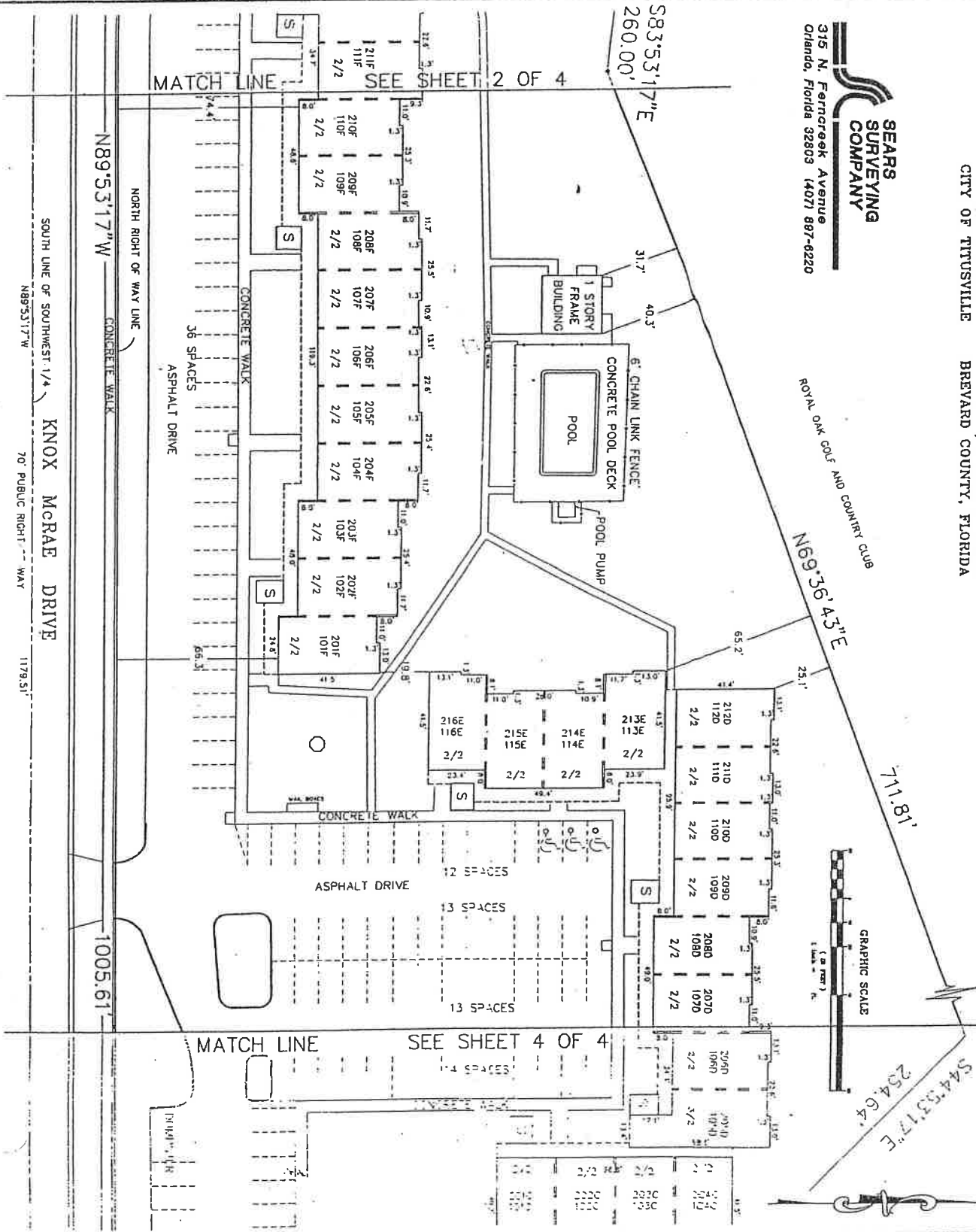
ROYAL OAK GOLF AND COUNTRY CLUB

N69°39'43"E

711.81'

GRAPHIC SCALE
1" = 20 FEET

S44°53'17"E
254.64'



MATCH LINE SEE SHEET 2 OF 4

MATCH LINE SEE SHEET 4 OF 4

N89°53'17"W

1005.61'

SOUTH LINE OF SOUTHWEST 1/4
N89°53'17"W
KNOX MCRAE DRIVE
70' PUBLIC RIGHT-OF-WAY
1179.51'

NORTH RIGHT-OF-WAY LINE
CONCRETE WALK
ASPHALT DRIVE

CONCRETE WALK
ASPHALT DRIVE

CONCRETE WALK

ASPHALT DRIVE

CONCRETE WALK
ASPHALT DRIVE

Prepared by Board of Directors
The Association of Fairways at Royal Oak, Inc.
Per: Donald Page, President

Return to: The Assn. Of Fairways at Royal Oak, Inc.
975 Eyster Blvd., Suite 3-1
Rockledge Florida 32955

**THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.
RESOLUTION OF THE BOARD OF DIRECTORS
HURRICANE SHUTTER SPECIFICATIONS**

WHEREAS, UNDER FLORIDA STATUTE 718.113(5), THE ASSOCIATION SHALL ADOPT HURRICANE SHUTTER SPECIFICATIONS THAT SHALL INCLUDE COLOR, STYLE AND OTHER FACTORS DEEMED RELEVANT BY THE BOARD.

MONTIE BRADFORD MOVED AND BOB PINKERMAN SECONDED THAT THE BOARD OF DIRECTORS ADOPT THE FOLLOWING RESOLUTION WHICH WAS INTRODUCED AT THE MAY 5TH 1999 SCHEDULED MEETING OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.

BE IT RESOLVED:

General

Hurricane Shutters are prohibited, except as same approved by the Board in accordance with the Rules and Regulations and these requirements.

In this resolution, the use of the reference "Association" means The Association of Fairways at Royal Oak, Inc.

Definition

"Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain, wind damage or damage from physical objects or projectiles carried by wind or storm.

Installation Request

1. Unit owners desiring installation of Hurricane Shutters on their Unit shall apply to the Association by completing an Application for Approval to Proceed With Installation of Hurricane Shutters attached hereto as **Exhibit A**.
2. The Unit Owner shall adhere to the Terms and Conditions for Approval and Installation of Hurricane Shutters attached hereto as **Exhibit B**.



05-08-99 01:27 pm
CFN:99091558
OR Book/Page: 4007 / 0630

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 8
Trust: 4.50
Deed: 0.00
Mlg: 0.00
#Names: 2
Rec: 33.00
Serv: 0.00
Excise: 0.00
Int Tax: 0.00

3. The Application shall be accompanied by the following items regarding the installing Contractor, if there is not a valid copy of each currently on file with the Association: a copy of an Occupational License and a Certificate of Competency or Contractors License valid in this municipality, and a certified set of drawings from a licensed Florida engineer certifying that the product complies with applicable building codes.

4. Within twenty (20) days subsequent to receipt of the written request and accompanying documentation, the Board (or its specified Management agent) shall either approve or disapprove the proposed installation of the Hurricane Shutters and shall convey said approval/disapproval (**Exhibit C**) to the Unit Owner.

5. The installing contractor shall adhere to the Technical Specification for Hurricane Shutters attached hereto as **Exhibit D**.

Insurance Requirements

1. No Contractor shall begin work or install material unless said Contractor has obtained Public Liability Insurance, including completed operations, in an amount not less than \$300,000; Workers' Compensation Insurance in an amount not less than \$100,000 and Automobile Liability Insurance, including non-owned automobile, in an amount not less than \$100,000. Notwithstanding any minimum amount required herein, no insurance coverage shall be less than the minimum amount required by law. Each such insurance policy shall, for the duration of the construction, name the Association and its Management agent, if applicable, as an additional insured.

2. All insurance policies shall contain a clause requiring a minimum of ten (10) days prior notification to the Association (or its specified Management agent) in the event such policy is to be canceled, terminated, or modified in any manner. No Contractor or proposed Hurricane Shutter installation shall be approved unless and until appropriate Certificates of Insurance are received by the Association from the Insurance Agent of the installing Contractor naming the Association and its specified Management agent as the insured on the certificate.

Unit Owner Responsibilities

1. Unit Owner shall be responsible for all costs and expenses incurred in the installation, maintenance, and continued first-class upkeep of the Hurricane Shutters, and for all insurance with respect to any casualty in connection with the Hurricane Shutters. Unit Owner shall permit Association (or its specified management agent) to inspect the shutters, as necessary, to ensure compliance with the Association's Rules.



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OR Book/Page: 4007 / 0631

2. Unit Owner shall assume all responsibility for obtaining all necessary Building Permits. Unit Owner shall also be responsible for adherence and compliance to applicable building codes.

3. Unit Owner shall install and maintain the Hurricane Shutter referred to herein in a first-class manner. If Unit owner fails to maintain the Hurricane Shutters as required herein, after fifteen (15) days written notice from the Association to the Unit Owner, the Association shall have the right to perform, or have performed any required maintenance or repair work or to have the Hurricane Shutters removed and the property restored to its condition prior to the installation of the Hurricane Shutters. Unit Owner shall hereby agree to be personally responsible for all costs thus incurred and shall grant Association a lien right against the condominium Unit referred to herein in order to secure payment of any said sums. Said lien shall be forecloseable in the same fashion as liens granted to the Association under the Declaration of Condominium for non-payment of the condominium assessments.

4. Unit Owner shall indemnify, defend, and hold harmless the Association from any and all claims, actions, costs, or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of, or because of, the construction, installation and/or maintenance of the Hurricane Shutters.

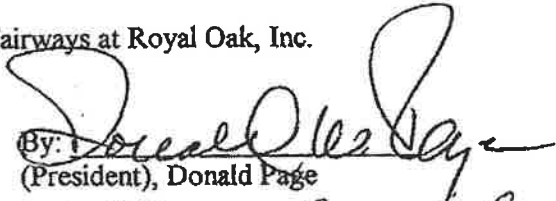
5. Unit Owner shall be responsible for any damage to the Common Elements or other Units within the Condominium which is caused as a result of the construction, installation, or maintenance of the Hurricane Shutters described herein.

6. It is expressly understood and agreed by the Unit Owner that all the above responsibilities shall be binding upon Unit Owner and his/her heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or any instrument affecting title of the aforesaid condominium Unit, and that this instrument shall be recorded in the Public record of Brevard County, Florida.

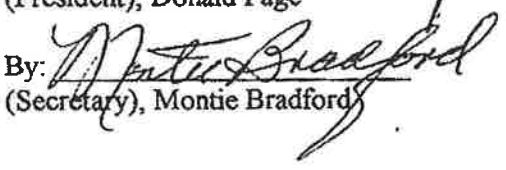
Adopted by the Board of Directors of The Association of Fairways at Royal Oak, Inc. Inc., Brevard County, Florida this 5th day of May, 1999.

The Association of Fairways at Royal Oak, Inc.

Date: May 5, 1999

By: 
(President), Donald Page

Date: May 5, 1999

By: 
(Secretary), Montie Bradford

CFN:99091558

OR Book/Page: 4007 / 0632

STATE OF FLORIDA)

COUNTY OF BREVARD)

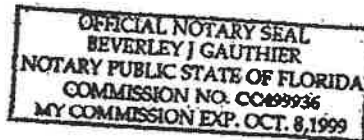
BEFORE ME, the undersigned authority, personally appeared Donald Page and Montie Bradford and they severally acknowledged before me that they freely and voluntarily executed the same. They are personally known to me or have produced a Florida Drive License as identification and did take an oath.

WITNESS my hand in the County and State last aforesaid, this 5th day of May 1999

Beverley J. Gauthier
Notary Public

Beverley J. Gauthier
Printed Name

My commission expires:



CFN:99091558

OR Book/Page: 4007 / 0633

EXHIBIT A

**THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.
APPLICATION FOR APPROVAL TO PROCEED WITH THE INSTALLATION OF
HURRICANE SHUTTERS**

TO: THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.
TITUSVILLE FLORIDA 32780

FROM: Name (s) _____
Unit Address _____ Unit # _____

SUBJECT: APPLICATION FOR APPROVAL TO PROCEED FOR
INSTALLATION OF HURRICANE SHUTTERS*

It is requested that I/we be permitted to proceed to install Hurricane Shutters, for the subject Unit, according to the Association Board of Directors resolution "Hurricane Shutter Specifications" of _____, 1999, filed in Book _____, Page _____, in the official record of Brevard County.

I/We acknowledge, understand, and agree to abide by the TERMS AND CONDITIONS attached and will make the installing Contractor aware of same. I/We understand and agree that I/we am/are responsible for maintenance, repair, and replacement of the installed Hurricane Shutters.

Unit Owner Signature _____ Date _____

Unit Owner Signature _____ Date _____

Unit Address _____

Unit Number _____

*To be considered, application must be completed and submitted with all required Exhibits.

Date received: _____ Received by: _____



CFN:99091558
OR Book/Page: 4007 / 0634

EXHIBIT B

THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC. TERMS AND CONDITIONS FOR APPROVAL AND INSTALLATION OF HURRICANE SHUTTERS

The Board of Directors at its meeting on May 5, 1999 adopted a resolution, entitled "HURRICANE SHUTTER SPECIFICATIONS". This Resolution establishes the minimum requirements for the approval process and installation of Hurricane Shutters. The following shall apply to all such requests and approvals thereof:

1. Shutters shall be constructed and installed as indicated in the Technical Specifications attached hereto (Exhibit D) adopted by the Board. The shutter material and installation shall conform to said Resolution "Hurricane Shutter Specifications".
2. All costs in connection with the subject installation and materials shall be borne by the Unit Owner and not by the Association.
3. The Unit Owner will be responsible to maintain the Unit's Hurricane Shutters, indemnify and hold the Association harmless from any costs or liability involved in the installation, maintenance, and/or restoration of the Hurricane Shutters.
4. The Association has the right to demand that the Unit Owner maintain and repair the Hurricane Shutters and mechanism for operating same, and restore the area to its original condition in the event that the shutters are ever removed.
5. If the Unit Owner fails to undertake any of his/her obligations under these Terms and Conditions, the Unit Owner and his/her successors in title agree to allow the Association access to the Unit for maintenance, repair and/or restoration, and to pay the costs of that work, including attorney fees, should the Association be required to bring an action to enforce the provisions of this resolution.
6. The Application for Approval to proceed with Installation of Hurricane Shutters shall be completed by the Unit Owner. The completed application shall, together with the required exhibits, be submitted to the Board of Directors (or its specified Management agent). The Unit Owner shall be notified of action taken and a copy of the approved request shall be placed in the Unit's file. Shutters shall not be installed until the Application has been approved by the Association.



EXHIBIT C

THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.
APPROVAL TO PROCEED WITH INSTALLATION OF
HURRICANE SHUTTERS

TO:

(Unit Owner)

(Unit Address)

SUBJECT: Approval to install Hurricane Shutters for Unit _____,
The Association of Fairways at Royal Oak, Inc.

THE ATTACHED APPLICATION TO PROCEED WAS:

_____ APPROVED _____ DISAPPROVED

ON THE _____ DAY OF _____, 19____.

The reason for disapproval is: _____

Please revise your application accordingly and resubmit to the Board of Directors.

The Association of Fairways at Royal Oak, Inc.

Authorized Signature

Title



CFN:99091558

OR Book/Page: 4007 / 0636

EXHIBIT D

**THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.
TECHNICAL SPECIFICATIONS FOR
HURRICANE SHUTTERS**

1. The materials, equipment, construction and installation used, which are incorporated into or become part of the Hurricane Shutter, shall conform, in all respects, to the requirements of construction and installation as established by Florida State and Brevard County rules and regulations having jurisdiction over construction and installation in Condominiums regarding Hurricane Shutter wind load requirements.

2. No Hurricane Shutter shall be permitted or approved unless it is shown and determined that the product has been tested by a licensed and bonded Florida engineer to meet local wind load requirements established by Florida State and Brevard County rules and regulations having jurisdiction over construction and installation in Condominiums regarding Hurricane Shutter wind load requirements.

3. No Hurricane Shutter shall be permitted or approved unless the materials used in, incorporated into, or a part of the Hurricane Shutter shall be at a minimum, as follows:

A. TYPE OF SHUTTER: Roll Down

B. MATERIAL: Aluminum Alloy

C. COLOR:

SLAT: White to blend in with the existing exterior white color of the buildings

TRACK: White to blend in with the existing exterior white color of the buildings

HOOD: White to blend in with the existing exterior white color of the buildings

(ALL PAINT SHALL BE FACTORY FINISHED)

D. INSTALLATION

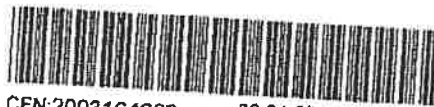
1. Over windows, shutters shall be on the exterior of the building
2. On porches and balconies, shutters shall be installed on the inside of screen.
3. Rolled up, the shutters shall be stored in a fully enclosed housing meeting the above color requirement.

E. FASTENERS / ATTACHMENTS: Stainless Steel



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OR Book/Page: 4007 / 0637



CFN:2003164602 06-04-2003 02:08 pm

OR Book/Page: 4932 / 1195

THIS DOCUMENT PREPARED BY

AND RETURN TO:

Cheyenne R. Young, Esq.

Clayton & McCulloh

1065 Maitland Center Common Boulevard

Maitland, FL 32751

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 6

#Names: 2

Trust: 3.50

Rec: 25.00

Serv: 0.00

0.00

Excise: 0.00

Mlg: 0.00

nt Tax: 0.00

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR FAIRWAYS AT ROYAL OAK, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That on this 17 day of April, 2003, the undersigned THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC., (hereinafter referred to the "Association"), pursuant to Chapter 718, Florida Statutes, and the DECLARATION OF CONDOMINIUM FOR FAIRWAYS AT ROYAL OAK, a Condominium, recorded in Official Records Book 3726, Page 1323, *et seq.*, of the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"), hereby certifies that Amendments to Article 21, Section A, and Exhibits "B" and "C" (the Articles of Incorporation of the Association, and the By-laws of the Association, respectively), which Amendments are attached hereto and by reference made a part hereof, were duly adopted on the 20th day of March, 2003. Said Amendments were approved by:

- A. not less than two-thirds (2/3) of the voting interests of the condominium, pursuant to Article 21 of the Declaration; and
- B. a two-thirds (2/3) affirmative vote of the total voting interests of the Association pursuant to Article IX of the Articles of Incorporation; and
- C. an affirmative vote of two-thirds (2/3) of the entire membership, pursuant to Article VIII of the By-laws.

The Association is a condominium association created pursuant to Chapter 718, Florida Statutes. The Association conducted its special meeting of the members of the Association and passed the attached Amendments. Proper notice was given for the March 20, 2003, meeting pursuant to Article 22, Section A, of the Declaration and Article II, Section 4 of the Bylaws of the Association (i.e., the meeting where said Amendments were passed).

IN WITNESS HEREOF, THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC., has caused these presents to be executed in its name, this 17 day of April, 2003, 2003.

Signed, sealed and delivered
in the presence of:

Joyce A. Saeger
(Sign)

JOYCE A. SAEGER
(Print)

Marie L. Chambers
(Sign)

Marie L. Chambers
(Print)

Joyce A. Saeger
(Sign)

JOYCE A. SAEGER
(Print)

Marie L. Chambers
(Sign)

Marie L. Chambers
(Print)

THE ASSOCIATION OF FAIRWAYS
AT ROYAL OAK, INC.

By: Douglas W. Seeley
(Sign)

President, The Association of Fairways
at Royal Oak, Inc.

DOUGLAS W. SEELEY
(Print)

ATTEST: William R. Warweg
(Sign)

Secretary, The Association of Fairways
at Royal Oak, Inc.

William R. Warweg
(Print)



CFN:2003164602

OR Book/Page: 4932 / 1196

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Certificate of Amendment was acknowledged before me this 17 day of April, 2003, by DOUGLAS W. SEELEY, as President of The Association of Fairways at Royal Oak, Inc., a Florida corporation, on behalf of the corporation.

PERSONALLY KNOWN OR
PRODUCED IDENTIFICATION

NOTARY PUBLIC

Donna G. Adamska
Commission # PD 00126
Expires April 9, 2005
Notary Public
State of Florida

State of Florida, At Large

TYPE OF IDENTIFICATION PRODUCED: _____

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing Certificate of Amendment was acknowledged before me this 17 day of April, 2003, by William K. Warriner, as Secretary of The Association of Fairways at Royal Oak, Inc., a Florida corporation, on behalf of the corporation.

PERSONALLY KNOWN OR

PRODUCED IDENTIFICATION

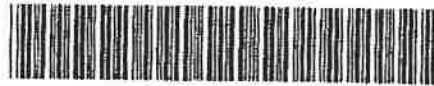


Donna G. Adams
Commission # 11227
Expires April 9, 2004
Bonded Firm
Atlantic Bonding Co., Inc.

NOTARY PUBLIC

Donna G. Adams
State of Florida, At Large

TYPE OF IDENTIFICATION PRODUCED: _____



CFN:2003164602

OR Book/Page: 4932 / 1197

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM FOR
FAIRWAYS AT ROYAL OAK, A CONDOMINIUM**

Section 21 of the Declaration of Condominium of Fairways at Royal Oak, a Condominium is hereby amended as follows (note that additions are indicated by underlining and deletions are indicated by ~~strikeouts~~):

21. AMENDMENTS

- A. Amendments, Except as otherwise provided in Sections 8H and 21E, the provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than ~~two-thirds (2/3)~~ a majority of the voting interests of the condominium, except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus except upon at least a majority vote of all the unit owners. All amendments to this Declaration shall be recorded.



CFN:2003164602

OR Book/Page. 4932 / 1198

AMENDMENT TO EXHIBIT "C" | THE BYLAWS OF THE ASSOCIATION OF
FAIRWAYS AT ROYAL OAK, INC. | OF THE DECLARATION OF CONDOMINIUM
FOR FAIRWAYS AT ROYAL OAK, A CONDOMINIUM

Article II, Section 6, and Article VIII of Exhibit "C" [The Bylaws of THE ASSOCIATION OF
FAIRWAYS AT ROYAL OAK, INC.] of the Declaration of Condominium for Fairways at Royal Oak,
a Condominium are hereby amended as follows (note that additions are indicated by underlining and
deletions are indicated by ~~strikeouts~~):

ARTICLE II - MEETINGS

Section 6 - Quorum. Persons entitled to at least ~~fifty percent (50%)~~ thirty percent (30%) of the
votes of the Association present, either in person or by Proxy, shall constitute a quorum.

ARTICLE VIII - AMENDMENT

Amendments to the By-laws shall be proposed to the membership of the Association in writing.
An affirmative vote of a majority ~~two-thirds (2/3)~~ of the entire membership shall be necessary
to amend the By-laws.



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OR Book/Page: 4932 / 1199

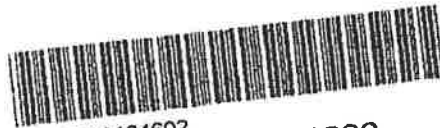
**AMENDMENT TO EXHIBIT "B" (THE ARTICLES OF INCORPORATION
OF ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.) OF THE DECLARATION OF
CONDOMINIUM FOR FAIRWAYS AT ROYAL OAK, A CONDOMINIUM**

Article IX, Section 1, of Exhibit "B" [THE ARTICLES OF INCORPORATION OF ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC.] of the Declaration of Condominium for Fairways at Royal Oak, a Condominium is hereby amended as follows (note that additions are indicated by underlining and deletions are indicated by ~~strikethroughs~~):

ARTICLE VII

Amendment

Section 1. Amendments to these Articles of Incorporation shall be proposed to the membership of the Association in writing. A ~~two-thirds (2/3)~~ majority of the total voting interests of the Association shall be necessary to amend the Articles of Incorporation.



CFN:2003164602

OR Book/Page: 4932 / 1200

**CERTIFICATE OF AMENDMENT TO
THE RESTATEMENT OF DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED Vice President and Secretary/Treasurer of THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation organized and existing to operate and maintain the FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, according to the Restatement of Declaration of Covenants, Conditions and Restrictions, as recorded in Public Records of Brevard County, Florida, and as amended, hereby certify and confirm that the amendment set forth below was approved by not less than a majority of the members voting, in person or by proxy at a meeting held for such purpose.

Amendment

Additions are indicated by underlining.
Deletions are indicated by ~~strike through~~.
Unaffected language is indicated by ellipsis (...)

RESTATEMENT OF
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

Section 15(a) Rear Patio Modifications

a) First level unit owners shall have the right to install an outdoor patio if they so desire upon board approval. Patios shall not exceed the width of their unit and shall not exceed 8'(eight feet) in depth. Patios may not be constructed of solid pour concrete or wood. Fencing material must be style and color to blend into surrounding walls and no higher than 4'(four feet). The patio shall not cover any utility services for the unit, adjacent unit or common areas. The unit owner shall be responsible for their contractors and any damages caused to common areas during the installation of the patio. The unit owners shall be responsible for maintenance and upkeep of the patio so that is in good condition and clean at all times. Unit owners who currently have a patio that meets the above guidelines shall be accepted and deemed approved as of the recording date of this amendment after proper approval of the membership. ALL UNIT OWNERS SHALL BE SUBJECT TO BOARD APPROVAL BY THE MAJORITY OF THE BOARD FOR NEW PATIOS and any fences. It is further understood that by allowing these modifications in no way is the Association conveying ownership of the common property as the modifications apply to the owner of title during their tenure of ownership.

Executed and Attested on 4-21-18

THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK
CONDOMINIUM ASSOCIATION, INC

By: James Patterson

Print James Patterson, Vice President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared James Patterson, Vice President, and Jeanne Earley, Secretary/Treasurer, of THE ASSOCIATION OF FAIRWAYS OF ROYAL OAK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, who are personally known to me or who produced-

Florida Drivers License as identification, and who did take an oath and acknowledged that they freely and voluntarily executed the same as an officer under the authority vested in them by said Corporation.

WITNESS my hand and official seal on April 21, 2018.

Felecia A. Jno-Baptiste
Notary Public, State of Florida



Felecia A. Jno-Baptiste
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG187810
Expires 2/19/2022

By: Jeanne Earley
Print Jeanne Earley, Secretary/Treasurer

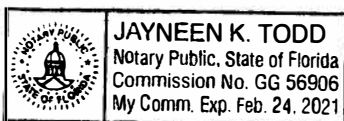
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared James Patterson, Vice President, and Jeanne Earley, Secretary/Treasurer, of THE ASSOCIATION OF FAIRWAYS OF ROYAL OAK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, who are personally known to me or who produced

_____ as identification, and who did take an oath and acknowledged that they freely and voluntarily executed the same as an officer under the authority vested in them by said Corporation.

WITNESS my hand and official seal on April 19th, 2018.

Jayneen K. Todd
Notary Public, State of Florida



THIS DOCUMENT PREPARED BY
AND RETURN TO:
Neal McCulloh, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

_____ the space above this line is reserved for recording purposes _____

**NOTICE OF UNENFORCEABILITY OF CERTIFICATE OF AMENDMENT TO THE
RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK
CONDOMINIUM ASSOCIATION, INC.**

THIS NOTICE OF UNENFORCEABILITY OF CERTIFICATE OF AMENDMENT TO THE RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, INC., is made and entered into as of the 25 day of July, 2022, by THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as the "Association"), a Florida not-for-profit corporation, whose mailing address is 1978 US Highway 1, Suite 106, Rockledge, Florida 32955

WITNESSETH:

WHEREAS, the Fairways at Royal Oak Condominium is subject to and encumbered by that certain DECLARATION OF CONDOMINIUM FOR FAIRWAYS AT ROYAL OAK, A CONDOMINIUM, recorded in Official Records Book 3726, Page 1323 of the Public Records of Brevard County, Florida (hereinafter referred to as the "Original Declaration"), as amended; and

WHEREAS, the Original Declaration, was purportedly, amended by and pursuant to the following Amendments:

1. That certain CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR FAIRWAYS AT ROYAL OAK, A CONDOMINIUM, recorded in Official Records Book 4932, Page 1195, of the Public Records of Brevard County, Florida (hereinafter referred to as the “2003 Amendment”);
2. That certain “CERTIFICATE OF AMENDMENT TO THE RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, INC.”, recorded in Official Records Book 8150, Page 1490, of the Public Records of Brevard County, Florida (hereinafter referred to as the “2018 Amendment”); and

WHEREAS, the Original Declaration, as properly amended by the 2003 Amendment, shall hereafter collectively be referred to as the “Amended Declaration”; and

WHEREAS, the Amended Declaration was purportedly amended by the 2018 Amendment; and

WHEREAS, the Association and its Board of Directors were and are extremely concerned regarding the validity and enforceability of the 2018 Amendment; and

WHEREAS, the Association requested its counsel to opine on whether the 2018 Amendment was properly enacted, valid, binding, and enforceable; and

WHEREAS, the 2018 Amendment refers to and is, ostensibly, dependent on that certain purported “RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION” cited within the 2018 Amendment; and

WHEREAS, the 2018 Amendment fails to cite any recording information for said “RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND

RESTRICTIONS” despite reciting that it was “recorded in the Public Records of Brevard County, Florida”; and

WHEREAS, the Association is unaware of such “RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS”; and

WHEREAS, the Association is unaware of any recording in the Public Records of such “RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS”; and

WHEREAS, to the extent that no “RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS” exists, it is uncertain what the 2018 Amendment was even meant to amend; and

WHEREAS, to the extent that the purported “RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS” has not been properly recorded and/or referenced in the 2018 Amendment, it is uncertain what the 2018 Amendment was even meant to amend; and

WHEREAS, the 2018 Amendment does not recite the O.R. Book and page number of the Document it, ostensibly, sought to amend; and

WHEREAS, the 2018 Amendment does not recite or reference the property that it intends to bind; and

WHEREAS, any valid, binding, and enforceable amendment to the Amended Declaration, ostensibly, requires all of the required amendment procedures as set forth in the Amended Declaration be followed and fulfilled; and

WHEREAS, the Amended Declaration should have been amended pursuant to the procedures and requirements set forth in the Amended Declaration, as amended; and

WHEREAS, Article 21, Section A of the Amended Declaration provides the following, in pertinent part:

A. Amendments. Except as otherwise provided in sections 8B and 21B, the provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than a majority of the voting interests of the condominium except where otherwise required by the Condominium Act or this Declaration. No amendment changing the size or dimensions of a unit shall be effective unless consented to by the unit owner, and no amendment which affects the rights, privileges or interests of the Developer shall be effective without its prior written consent. No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus except upon at least a majority vote of all the unit owners. All amendments to this Declaration shall be recorded.

WHEREAS, the 2018 Amendment delineates that it was approved by “not less than a majority of the members voting in person or by proxy at a meeting held for such purposes”; and

WHEREAS, amending the Amended Declaration, ostensibly, requires approval by a majority of all the owners, not a majority of the members voting in person or by proxy at a meeting held for such purpose; and

WHEREAS, the requisite procedures for amending the Amended Declaration, ostensibly, were not followed and fulfilled. More specifically, the procedures and requirements for amending the Amended Declaration as set forth in Article 21 of the Association’s Amended Declaration were, ostensibly, never followed or fulfilled with respect to passing and effectuating the 2018 Amendment; and

WHEREAS, the 2018 Amendment, ostensibly, was not validly, properly, or effectively implemented.

NOW THEREFORE, the Association recognizes and acknowledges that the 2018 Amendment, ostensibly, was not validly, properly, or effectively implemented and therefore should not be valid and enforceable. Furthermore, as the Board of Directors of the Association recognizes and acknowledges the deficiencies delineated herein with respect to the 2018 Amendment, the Board has opted to execute and record in the Public Records of Brevard County, Florida, this NOTICE OF UNENFORCEABILITY OF CERTIFICATE OF AMENDMENT TO THE RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, INC., in its efforts to apprise its Members and the public of the above facts, and the fact that the Association will be treating the 2018 Amendment as unenforceable and invalid. Consequently, the Association and its Board shall not be following the provisions recited in the 2018 Amendment.

IN WITNESS WHEREOF, the Association has executed this NOTICE OF UNENFORCEABILITY OF CERTIFICATE OF AMENDMENT TO THE RESTATEMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK CONDOMINIUM ASSOCIATION, INC., as of the day and year first above written.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

Signed, sealed and delivered
in the presence of:

[Signature]
(Sign - Witness 1)

Rebecca B Gaudry
(Print - Witness 1)

Daniel Tabaczynski
(Sign - Witness 2)

Danielle Tabaczynski
(Print - Witness 2)

[Signature]
(Sign - Witness 1)

Rebecca B Gaudry
(Print - Witness 1)

Daniel Tabaczynski
(Sign - Witness 2)

Danielle Tabaczynski
(Print - Witness 2)

THE ASSOCIATION OF FAIRWAYS AT
ROYAL OAK, INC.

By: [Signature]
(Signature)

AnnMarie Seidler
(Print)

President, The Association of Fairways at
at Royal Oak, Inc.

Attest: [Signature]
(Signature)

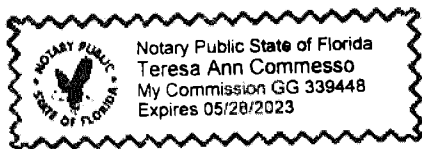
Susan Doherty
(Print)

Secretary, The Association of Fairways at
Royal Oak, Inc.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing was acknowledged before me by means of physical presence or online
notarization, this 25 day of July, 2022, by AnnMarie Seidler, as President,
and Susan Doherty, as Secretary, of THE ASSOCIATION OF FAIRWAYS AT ROYAL OAK, INC., a
Florida not for profit corporation, on behalf of the corporation, who are personally known to me or who
have produced _____ as identification.

(Seal)



NOTARY

[Signature]
(Signature)

Teresa Ann Commesso
(Printed Name)