

DECLARATION OF CONDOMINIUMO FHIDDEN HARBOR CONDOMINIUM

HAMPSTEAD COURT, INC., a Florida corporation, whose post office address is 5801 N. Atlantic Avenue, Cape Canaveral, Florida 32920, herein-after called the Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "The Declaration" as and for a plan of condominium apartment ownership for The HIDDEN HARBOR CONDOMINIUM project which consists of real property and improvements thereon as hereinafter described.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of the receipt and acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

1. ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in the City of Cape Canaveral, in the County of Brevard and State of Florida, which property is more particularly described as follows, to-wit:

A portion of Lots 13 through 18 inclusive, of Banana River Estates, according to the Plat thereof as recorded in Plat Book 10, at Page 1, of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the intersection of the South line of said Lot 13 and the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591, of the Public Records of Brevard County, Florida; thence N 00° 09' 00" W along said West right of way line for 478.00 feet; thence N 89° 59' 27" W for 360.00 feet; thence N 00° 00' 33" E for 32.00 feet; thence N 89° 59' 27" W for 140.00 feet; thence S 00° 00' 33" W for 32.00 feet; thence N 89° 59' 27" W for 140.00 feet; thence N 46° 16' 53" W for 36.43 feet to a point on the Southwesterly line of a proposed 60.00 foot wide right-of-way for Banana River Boulevard; thence S 43° 43' 07" W along said proposed right-of-way line for 180.10 feet; thence S 46° 16' 53" E for 96.06 feet; thence S 89° 59' 27" E for 50.65 feet; thence S 44° 59' 27" E for 61.22 feet; thence S 89° 59' 27" E for 45.00 feet; thence S 00° 09' 00" E for 129.92 feet; thence S 89° 59' 27" E for 20.00 feet; thence S 00° 09' 00" E for 133.40 feet to a point on the South line of said Lot 13; thence S 89° 59' 27" E along said south line of Lot 13 for 563.00 feet to the Point of Beginning, said parcel contains 7.164 acres, more or less,

and on which property the Developer owns seven (7) two (2) story buildings containing a total of eighty-four (84) apartments and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above

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CLERK, CIRCUIT COURT  
BREVARD COUNTY, FLA

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described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as Hidden Harbor Condominium, hereinafter referred to as the "Condominium", "the condominium project", or "the project".

## 2. DEFINITIONS

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

"Association" or "Corporation" shall mean the corporation not for profit as set forth in Exhibit "B" to this Declaration of Condominium which is the Hidden Harbor Owners' Association, Inc.

"Board or Board of Administration means the Board of Administration which operates the condominium association and as described in the Articles of Incorporation as set forth in Exhibit "B" to this Declaration of Condominium.

"By-Laws" means the By-Laws attached to this Declaration as Exhibit "C".

"Common Elements" means all of the condominium property and project except the individual units.

"Common Expenses" means the expenses for which the unit owners are liable to the association.

"Board Member" means a member of the Association or the representative of a corporate or other legal entity owning a unit who has been elected to membership on the Board and who is then serving on the Board.

"Common Surplus" means the excess of all receipts of the association, including, but not limited to, assessments, rents, profits, and revenues on account of the common areas, over the amount of common expenses. The common surplus is part of the common elements.

"Condominium" means the Hidden Harbor Condominium property or project and all improvements situated thereon and appertaining thereto as described in this Declaration, all easements and rights appurtenant thereto intended for use in connection with this project.

"Declaration or Declaration of Condominium" means this document establishing the Hidden Harbor Condominium under the laws of the State of Florida.

"Developer" means Hampstead Court, Inc., a Florida corporation and its successors.

"Institutional Mortgagee" means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, or other mortgagee which shall be acceptable to the Association.

"Limited common element" means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

"Operation or Operation of the condominium" means and includes the administration and management of the Hidden Harbor Condominium property and project.

"Unit or Apartment" - means each individual condominium apartment located within the project, together with all appurtenances thereto.

"Unit Owner" means the owner of a unit or condominium parcel and is synonymous with member as in statutes.

"Member" means a member of the Hidden Harbor Owners' Association, Inc., and is synonymous with owner and unit owner.

"Rules and regulations" shall mean those restrictions or rules and regulations adopted by the Board to maximize the enjoyment by the owners of the condominium unit to protect its value and to make multi-family dwelling more compatible to each owner through the imposition of restraints, prohibitions and requirements which must be uniformly applied and equitable and which shall not be unduly burdensome or unreasonable. These rules and regulations shall be restricted to the governing of the operation and use of the common elements.

### 3. SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof is Exhibit "A" which consists of twenty (20) sheets. Exhibit "A" includes the Surveyor's Certification, a Sketch of Survey and Plot Plan, Individual Floor Plans for the seven (7) apartment buildings and legal descriptions of the easements appertaining to the Condominium. The aforesaid graphic descriptions and the wording on the individual sheets covering the improvements in which the apartments are located and the Certification were prepared by JOHN R. CAMPBELL, Registered Land Surveyor, Florida Certificate No. 2351, and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment has the same numerical designation as any other apartment. The specific numbers identifying each apartment and the apartment building in which it is located are as follows:

<u>BUILDING 1</u>	<u>BUILDING 2</u>	<u>BUILDING 3</u>	<u>BUILDING 4</u>
101, 102,	201, 202,	301, 302,	401, 402,
103, 104,	203, 204,	303, 304,	403, 404,
105, 106,	205, 206,	305, 306,	405, 406,
107, 108,	207, 208,	307, 308,	407, 408,
109, 110,	209, 210,	309, 310,	409, 410,
111, 112,	211, 212,	311, 312,	411, 412,
113, 114,			
115, 116,			
	<u>BUILDING 5</u>	<u>BUILDING 6</u>	<u>BUILDING 7</u>
	501, 502,	601, 602,	701, 702,
	503, 504,	603, 604,	703, 704,
	505, 506,	605, 606,	705, 706,
	507, 508,	607, 608,	707, 708,
		609, 610,	709, 710,
		611, 612,	711, 712,

Sheet No. 2 of Exhibit "A" shows the proposed location of the swimming pool and the two (2) tennis courts which are not presently constructed. The proposed location of the swimming pool and the two (2) tennis courts as shown on Sheet No. 2 of Exhibit "A" was derived by the Surveyor from Architectural and Engineering Design plans. The Developer is committed to complete construction of the swimming pool and the two (2) tennis courts in accordance with Plans and Specifications therefor, which are presently on file at the office of the Developer. The Developer is committed to complete construction of the two (2) tennis courts on or before December 1, 1976 and to complete construction of the swimming pool and deck area on or before December 31, 1976 and those facilities will be constructed in approximately the locations shown on Sheet No. 2 of Exhibit "A".

### 4. OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each

apartment shall own, as an appurtenance to the ownership of each said apartment, a divided share of all common elements of the condominium which includes, but is not limited to ground support area, parking areas, walks, yard area, foundations, etc., and substantial portion of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument whether a conveyance, mortgage or otherwise which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and that unit's undivided interest in all common elements of the condominium.

The owner of each two (2) bedroom apartment shall own an undivided 1.136% share or percent of all common elements of the condominium project. The fifty-two (52) two (2) bedroom apartments are numbered as follows:

- 101 through 112, inclusive
- 201 through 208, inclusive
- 301 through 312, inclusive
- 401 through 412, inclusive
- 505 through 508, inclusive
- 601 through 604, inclusive

The owner of each three (3) bedroom apartment shall own an undivided 1.279% share or percent of all common elements of the condominium project. The thirty-two (32) three (3) bedroom apartments are numbered as follows:

- 113 through 116, inclusive
- 209 through 212, inclusive
- 501 through 504, inclusive
- 605 through 612, inclusive
- 701 through 712, inclusive

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements as stated herein above, that is each two (2) bedroom unit owner's share is 1.136% and each three (3) bedroom unit owner's share is 1.279%.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over walks and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium project to the use and enjoyment of all public portions of buildings and to other common facilities (including, but not limited to utilities as they now exist) located in the common property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by

settlement or movement of the buildings, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross granted to HIDDEN HARBOR OWNERS' ASSOCIATION, INC., a corporation not for profit, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The Developer hereby grants and conveys unto HIDDEN HARBOR OWNERS' ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, a non-exclusive easement over all passageways, covered walkways, stairwells, stairways, driveways, parking areas, and all other common elements shown on Exhibit "A" attached to this Declaration of Condominium, so that all members of HIDDEN HARBOR OWNERS' ASSOCIATION, INC., present and future, their guests and tenants may use the aforesaid common elements for the uses and purpose intended therefore.

#### 5. APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown in Exhibit "A", Sheets 5 through 18 inclusive attached hereto. The dark, solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments are shown in notes on said plans, which notes relate to the elevations of the apartments. A typical unit plan of each two (2) bedroom unit is shown on Sheet 4 of Exhibit "A" and a typical unit plan of each three (3) bedroom unit is shown on Sheet 3 of Exhibit "A".

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, which are directly accessible only through an individual unit. Each of the first floor units has a patio which is a limited common element and each of the second floor units has a balcony which is a limited common element. Parking spaces numbered as follows:

4, 5, 6, 7, 11, 12, 13, 14, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 45, 46, 47, 48, 49, 50, 51, 52, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 85, 86, 87, 88, 89, 90, 91, 92, 105, 107, 108, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 146, 147, 148, 149, 150 and 151

are also limited common elements and the exclusive right to the use of each one of the aforesaid parking spaces herein now designated as limited common elements will be assigned to a unit owner and each unit owner will be assigned one such parking space. The location of each of the said parking spaces is shown on Sheet 2 of Exhibit "A".

These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance relating to the floor and ceiling surfaces of such limited common elements shall be borne by and assessed

against the individual unit owner. Any other expenses of maintenance, repair, or replacement relating to such limited common elements or involving structural maintenance, repair or replacement, shall be treated as and paid for as a part of the common expenses for the corporation.

The common elements of the condominium project consist of all of the real and personal property, improvements and facilities, and the common surplus of the condominium other than the apartments, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring, and other facilities, for the furnishing of utility service to the apartments, limited common elements and common elements and easements of support in every portion of any apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all apartments.

#### 6. ADMINISTRATION OF CONDOMINIUM BY HIDDEN HARBOR OWNERS' ASSOCIATION, INC.

The operation and management of the condominium shall be administered by HIDDEN HARBOR OWNERS' ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, hereinafter referred to as the corporation or the Association.

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and By-Laws of the Association as well as all of the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said Articles and By-Laws. True and correct copies of the Articles of Incorporation of HIDDEN HARBOR OWNERS' ASSOCIATION, INC., a corporation not for profit, and the By-Laws of said corporation are attached hereto, made a part hereof, and marked Exhibits "B" and "C" respectively.

#### 7. MEMBERSHIP AND VOTING

The Developer and all persons hereafter owning a vested present interest in the fee title to any of the units shown on the Exhibits hereto and which interest is evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of eighty-four (84) votes to be cast by the owners of the condominium units in this phase. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. If condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium 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 the Developer.

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of the Association whose members are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each Board Member shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a board member or members).

8. BOARD OF ADMINISTRATION

The Board of Administration shall initially consist of three (3) members so long as the Developer retains control of the Association. After the Developer turns over control of the Association to the Members, the number of members may be increased as provided in Section 4 of the By-Laws. The manner of electing members of the Board, officers and other procedural matters relating thereto, shall be as set forth in said Section 4 of the By-Laws.

The Developer shall be entitled to elect all members of the Board and to retain control of the Association until the Developer has conveyed title to 15% of the 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 Administration.

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

Three (3) years after sales by the Developer have been closed on 50% of the apartment units; or

Three (3) months after sales have been closed by the Developer on 90% of the apartment units; or

When all of the apartment units have been completed and some of them have been sold, and none of the others are being offered for sale in the ordinary course of business, whichever shall first occur.

In the event that none of the foregoing conditions as stated in subparagraphs above shall occur before December 31, 1978, the Developer shall turn over control of the Corporation to the members of the Association and, thereupon, the members of the Association shall be entitled to elect all of the members of the Board of Administration on December 31, 1978.

9. COMMON EXPENSES, ASSESSMENTS, COLLECTIONS,  
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board may provide for an operating reserve not to exceed fifteen (15%) percent of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of that owners' share or percentage of the common expenses as provided in Article 9 above.

After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month.

Special assessments may be made by the Board 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, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium shall not be levied without the prior approval of the members owning at least fifty-four (54) of the units in the condominium.

The liability for any assessment or portion thereof may not be avoided by a unit owner or waived by reason of such unit owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each unit shall be personally liable, jointly and severally, to the corporation for the payment of all assessments, regular or special, made by the corporation and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the corporation shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. 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 condominium parcel, 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 is recorded and shall 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. Where 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. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board may take such actions as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs, including reasonable attorney's 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 to apply as credit against said bid all sums due the Association which are covered by the lien enforced.

As priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or a mortgage company, or mortgage banking institution, the Developer, or specifically NORIN MORTGAGE CORP., a Florida corporation. The provisions of Section 711.15 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article 9 of this Declaration, are incorporated herein by reference and made a part hereof.

The holder of a first mortgage acquiring title to an apartment 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 first mortgage, and their successors and assigns, shall not be liable for the share of common expenses or assessments pertaining to such apartment or chargeable to the former apartment owner, which became due prior to such acquisition of title. Such unpaid share of common expenses shall be collectible from all of the unit owners. Any institutional first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other unit owners nor the Association shall unreasonably interfere with the sale of such units.

Any person who acquires an interest in a unit, except through foreclosure of an institutional first mortgage, shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the unit and shall have the right to deduct such sums from the first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the association regarding assessments against units which have already been made and which are due and payable to the association and the association and the members shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the due date of any unpaid assessment.

The association may at any time require owners to maintain a minimum balance on deposit with the association to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentages set out hereinabove, and shall in no event exceed three (3) months' assessment except as provided in rules promulgated by the Florida Cabinet for full and fair disclosure. Anything in this Declaration or the Exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and Exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the HIDDEN HARBOR OWNERS' ASSOCIATION, INC., which shall not be later than December 31, 1978.

Until a turnover is perfected as set out in Article 8 above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee while it is managing the development shall not exceed \$42.94 for each two (2) bedroom unit and \$48.35 for each three (3) bedroom unit per month for each apartment. The Developer shall, during this interim have a lien on each parcel for any unpaid assessments thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

Upon turning over the management of the condominium project to the owners through their Association, the Developer shall fully account for all funds collected and pay over to the association all surplus funds in said account. The Developer fully agrees to abide by all rules and regulations promulgated by the Florida Cabinet.

10. INSURANCE COVERAGE, USE AND DISTRIBUTION OF  
PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY

All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the association, the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

The corporation shall be required to obtain and maintain casualty insurance covering all improvements upon the land which are insurable by the Association and as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or if approved by the Board, such insurance may be carried on not less than full insurable value basis. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, 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. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

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

The premiums upon all insurance policies shall be paid by the association as an operating expense.

Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the Association, the 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 hereinafter defined), and such loss, damage, or destruction is replaced, repaired or restored with the association's funds, 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 and restoration on account of 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 seven (7%) percent 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, damage or destruction 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 materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by such institution's usual and customary construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of 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 into the aforesaid construction loan fund.

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

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board may determine that it is in the best interests of the association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove 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 assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (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 or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any apartment, unless an appropriate amendment be made to this Declaration.

Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan 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.

If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least sixty-three (63) apartments 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 of all institutional first mortgagees holding mortgages encumbering apartments.

11. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

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 and heating equipment, 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, light, power, telephone, sewage and sanitary service to his apartment and which may now or hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein.

The association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring, and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air-conditioning units. Painting and cleaning of all exterior portions of the buildings, including all exterior doors, excluding windows, shall also be the corporation's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the corporation in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

Where loss, damage or destruction is sustained by casualty to any part of a building, whether interior or exterior, whether inside an apartment or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the association's 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 building, or to fixtures or equipment which it is an apartment owner's responsibility to maintain.

In the event owners of a 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 unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The association shall have the right to levy at any time a special assessment against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board to enforce compliance with the provisions hereof.

The Board 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 corporations on contracting with the same firm, person or corporation for maintenance and repair.

The association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surfaces, etc., at any time without the written consent of the association.

12. USE RESTRICTIONS

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

No two (2) bedroom apartment shall be occupied by more than four (4) persons, no more than two of whom may be children under twelve (12) years of age and one of whom must be an adult. No three (3) bedroom apartment may be occupied by more than five (5) persons, no more than three (3) of whom may be children under twelve (12) years of age and one of whom must be an adult.

No animal pets other than one dog or one cat may be kept or harbored in any one (1) apartment and the weight of such pet may not exceed twenty (20) pounds. Snakes or reptiles of all kinds may not be kept or harbored on the project and no birds or fowls except those ordinarily domesticated and kept as pets may be kept on the project.

No nuisances shall be allowed to be committed or maintained upon the condominium property, nor any use or practice that is 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 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.

No immoral, improper, offensive use shall be made on 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.

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

The Board or the agents and employees of the association may enter any unit at reasonable times for the purpose of maintenance, inspection, repair and replacement of the improvements within units, or the common property, or in case of emergency threatening units of the common property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the By-Laws of the association.

No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the association. This sub-paragraph shall not apply to the Developer and/or institutional first mortgagees.

An owner shall not place or cause to be placed in any of the project areas, 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.

It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project. It is also prohibited to dust rugs, etc. from windows or to clean rugs, etc. by beating on the exterior of the project.

No auto 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, and boats, will

be parked or placed upon such portions of the condominium property unless permitted by the Board. No parking space shall be used by any other person than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

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

#### 13. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment.

#### 14. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board the condominium property shall require additions, alterations or improvements (in the 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 owners, the Board shall proceed with such additions, alterations or improvements and shall specially 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 one-sixth (1/6) of the current regular annual assessment, unless prior written unanimous consent is received from all voting members.

#### 15. RESTRICTIONS AS TO LEASING, RENTAL AND SALE OF APARTMENTS

No apartment owner shall lease or otherwise rent any apartment for a rental period of less than six (6) months.

No apartment owner shall lease or otherwise rent any apartment except by a written lease and an executed copy of each Lease covering the rental of any apartment shall be provided to the association within ten (10) days following its execution.

The foregoing restrictions as to the leasing and rental of apartments in the project have been adopted in order to prohibit the occupancy of apartment units in the project by transient or short term tenants inasmuch as this project is primarily intended to be a permanent residence for the owners of the apartments in the project. Leasing or rental of the apartments to transient or short time tenants will have a serious adverse effect on the owners who permanently reside in the project and will substantially diminish the value of their apartment for permanent residence purpose.

The Board shall have authority to initiate such legal actions in and to request such relief from the Court having jurisdiction over this matter as may be required in order for the Board to fully enforce these restrictions.

There are no restrictions covering the sale by an owner of the owner's apartment and no approval by the association of any sale is required, however, each purchaser of an apartment shall furnish the Association with a copy of the recorded deed by which the purchaser took title to the apartment within ten (10) days following the recording of the deed in the Public Records of Brevard County, Florida.

16. THIS DECLARATION MAY BE AMENDED AS FOLLOWS:

1. So long as the Developer is entitled to elect a majority of the Board Members, the Developer reserves the right to amend this Declaration without the consent of any owner, subject to the limitations hereinafter stated.
2. After the Developer has turned control of the Association over to the apartment owners, this Declaration may be amended by the approval in writing of at least fifty-six (56) of the owners of apartments or by the affirmative vote of at least fifty-six (56) apartment owners at a duly called meeting of the apartment owners (members) in accordance with the By-Laws. Each amendment hereto shall be executed with the formality required for execution of Deeds and each such amendment shall become effective upon its recording in the Public Records of Brevard County, Florida, unless the amendment shall provide for a later effective date.
3. No amendment shall change the configuration or size of any apartment in any material fashion, materially alter, change or modify the appurtenances to any apartment or change the percentage by which the owner of any apartment shares the common expenses and owns an undivided interest in the common elements, including the common surplus, unless the record owner of such apartment shall join in the amendment.
4. The designation of the agent for service of process on the association named in the Articles of Incorporation of the Association may be changed from time to time by action of the Board and such change shall not constitute an amendment to this Declaration. Such change or designation of the agent for service of process shall be accomplished by execution of a document with formalities required for execution of a deed and it shall be recorded in the Public Records of Brevard County, Florida and such change shall become effective upon such recording.
5. Correction of scrivener's errors herein, if any, may be accomplished by action of the Board, without the consent of any apartment owner not a member of the Board and such document correcting any scrivener's errors shall be executed in the same manner as provided in the foregoing paragraph.

17. TERMINATION OF THIS CONDOMINIUM PROJECT

The condominium project created and established by this Declaration of Condominium may only be terminated upon the vote of members of the Association owning sixty-three (63) or more of the apartments in the project and the unanimous written consent of all institutional mortgagees holding mortgages encumbering any of the apartments in the project.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the association all of said unit owners' right, title and interest to any unit and to the common property, provided the association's officers and employees handling funds

have been adequately bonded and the association or any member shall have the right to enforce such conveyance by making specific performance in a court of equity.

The Board shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees.

Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the association and all obligations incurred by the association in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance(hereinafter called "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the same as the unit owner's share in the common elements.

Upon the determination of each unit owner's share, as above provided for, the association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board shall proceed to liquidate and dissolve the association and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto.

If more than one person has an interest in a unit, the association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, on mortgages or lien encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon, passed by the required vote or written consent of the members, the President and Secretary of the association shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consent, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the association and the association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

#### 18. ENCROACHMENTS

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

19. CORPORATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

The association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the association of the names of any party holding a mortgage upon any apartment.

20. ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment 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 premium or premiums due from time to time on casualty insurance policy or policies which the association is required to keep in existence, it being understood that the corporation 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 sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

21. RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment 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 corporation. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by 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. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

In any action brought against an apartment owner by the association for damages, or injunctive relief due to such apartment owner's failure to comply with the provisions of this Declaration or By-Laws of the association, the association shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

22. WAIVER

The failure of the association, an apartment owner or institutional first mortgagee, to enforce any right, provisions, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the association, such apartment owner or institutional 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 or insurance company authorized to transact business in the State of Florida, or a mortgage company, the Developer, or specifically NORIN MORTGAGE CORP., a Florida corporation, 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 or 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. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the developer.

#### 23. CONSTRUCTION

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 these restrictions, reservations, covenants, conditions and easements, or any provisions contained in this Declaration or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in no wise 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.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

#### 24. GENDER

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

#### 25. CAPTIONS

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 provisions hereof.

#### 26. REMEDIES FOR VIOLATIONS

For violation or breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the association shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner provided, however, the association shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred and any such

entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

## 27. DEVELOPER GUARANTEES AS TO AMOUNT OF ASSESSMENTS

The Developer guarantees that so long as the Developer is entitled to elect a majority of the members of the Board, the assessments for common expenses of the Condominium, imposed upon the unit owners other than the Developer, will not exceed the following amounts per month:

Two (2) Bedroom Units	\$42.94
Three (3) Bedroom Units	\$48.35

and the Developer shall be and is obligated and responsible to pay any amount of common expenses incurred during the period that the Developer is entitled to elect a majority of the Members of the Board 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 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 section, 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 proportionately excused from such payment, except that inasmuch as the Developer has guaranteed that the monthly assessment for common expenses of the Condominium imposed upon the unit owners other than the Developer will not be increased over the amounts stated hereinabove during the period of time that the Developer is entitled to elect a majority of the members of the Board and has obligated itself to pay any amount of common expenses incurred by the Condominium during that period and not produced or realized from the assessments at the guaranteed level and received from other unit owners. The Developer shall not be obligated to pay any specific monthly assessment for those units owned by the Developer during that period of time.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 26<sup>th</sup> day of October, 1976.

Signed, sealed and delivered in  
the presence of:

John B. B.  
Paul B. B.

ATTEST  
JEAN GAUTHIER, Secretary

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared Jacques M. Gauthier and Jean Gauthier, well known to me to be the President and Secretary respectively of Hampstead Court, Inc., a Florida corporation, and they severally acknowledged executing the foregoing Declaration of Condominium freely and voluntarily under the authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 26<sup>th</sup> day of October, 1976.

HAMPSTEAD COURT, INC.

By Jacques M. Gauthier  
JACQUES M. GAUTHIER  
President

(Corporate Seal)

My Commission Expires:

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JOINDER OF MORTGAGEE  
IN  
DECLARATION OF CONDOMINIUM

NORIN MORTGAGE CORP., a Delaware corporation, authorized to do business in the State of Florida, holder of a Mortgage and Security Agreement dated August 20, 1976, made by HAMPSTEAD COURT, INC., a Florida corporation to NORIN MORTGAGE CORP. and recorded in Official Records Book 1653, Page 528, Public Records of Brevard County, Florida, which mortgage encumbers lands described in Sheet 2 of Exhibit "A" attached to the Declaration of Condominium of HIDDEN HARBOR CONDOMINIUM, according to the Declaration thereof to which this Joinder is attached, consents to the said Declaration and agrees that the lien of its Mortgage and Security Agreement shall be upon all of the condominium parcels of the HIDDEN HARBOR CONDOMINIUM, according to the Declaration thereof together with all of the appurtenances including but not limited to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage and Security Agreement held by NORIN MORTGAGE CORP., a Delaware corporation authorized to do business in the State of Florida, or the priority of the liens created thereby and the sole purpose of this Joinder is to acknowledge the consent of said Mortgagee to the Declaration of Condominium as hereinabove provided.

EXECUTED this 15<sup>th</sup> day of October, 1976.

Signed, sealed, delivered  
in the presence of:

Roberto Morano

Stephen M. Plate

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF DADE  
2000

NORIN MORTGAGE CORP.

By Jerry L. Hall, Jr., C.E.O.

Attest Stephen M. Plate

PERSONALLY APPEARED before me, the undersigned authority, Jerry L. Hall, Jr. and Stephen M. Plate, as Chief Executive Officer, and Secretary of NORIN MORTGAGE CORP., a Delaware corporation authorized to do business in the State of Florida who, after first being duly sworn, deposed and said that they executed the foregoing Joinder of Mortgagee for the uses and purposes therein expressed.

WITNESS my hand and official seal in the aforesaid county and state this 15<sup>th</sup> day of October, 1976.

Roberto Morano  
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA at LARGE  
MY COMMISSION EXPIRES DECEMBER 19, 1977  
BONDED BY AMERICAN BANKERS INSURANCE CO.

## CERTIFICATE OF SURVEYOR

FOR

HIDDEN HARBOR, CONDOMINIUM

STATE OF FLORIDA )  
 ) SS  
 COUNTY OF BREVARD)

THE UNDERSIGNED, A SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS SUFFICIENTLY COMPLETE SO THAT SUCH MATERIAL, I.E., SURVEY EXHIBIT NO. "A", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM OF HIDDEN HARBOR, A CONDOMINIUM, RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, AND OF EACH UNIT, AND WHERE APPLICABLE, THE LIMITED COMMON ELEMENTS. THE SWIMMING POOL AND TENNIS COURTS HAVE NOT BEEN CONSTRUCTED, THEIR LOCATIONS AS SHOWN ON SHEET TWO OF TWENTY HAS BEEN DERIVED FROM ARCHITECTURAL AND ENGINEERING DESIGN PLANS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL  
 THIS 6 TH. DAY OF OCTOBER A.D., 1976.

ALLEN ENGINEERING, INC.

BY:

JOHN R. CAMPBELL  
 PROFESSIONAL LAND SURVEYOR  
 NO. 2351, STATE OF FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME  
 THIS 6 TH. DAY OF OCTOBER A.D., 1976

M. M. Bastick  
 NOTARY PUBLIC  
 STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES MARCH 26, 1979

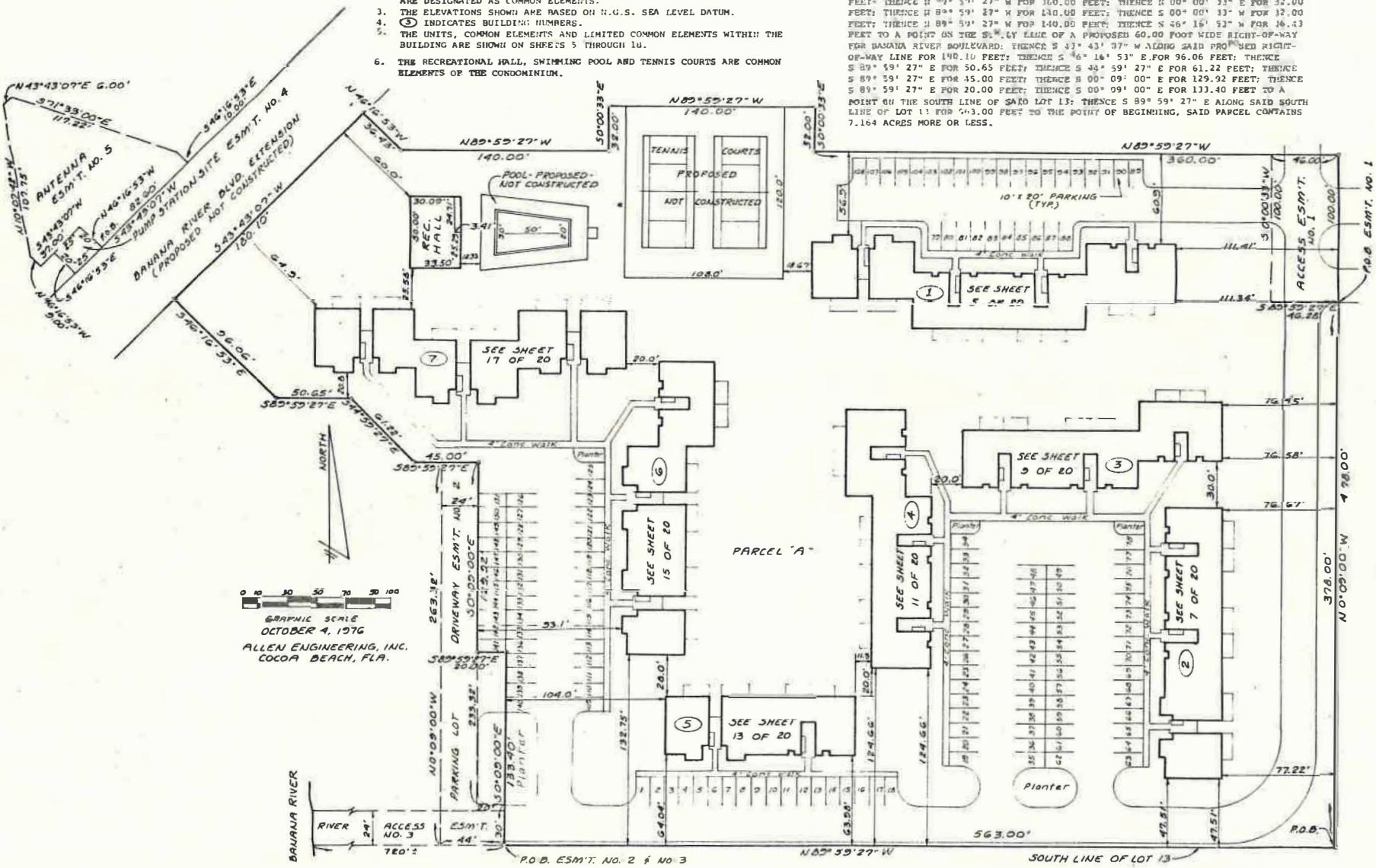
**LEGAL DESCRIPTION**

**PARCEL A**

A PORTION OF LOTS 13 THROUGH 18 INCLUSIVE, OF BANANA RIVER ESTATES, ACCORDING  
TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS  
OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

## HIDDEN HARBOR, A CONDOMINIUM.

1. THE LOCATIONS AND SIZE OF THE UNITS, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS WITHIN THE BUILDINGS ONE THROUGH SEVEN ARE SHOWN ON SHEETS 5 THROUGH 16 INCLUSIVE.
2. ALL AREAS AND THE IMPROVEMENTS THEREON, EXCLUSIVE OF THE BUILDINGS 1 THRU ARE DESIGNATED AS COMMON ELEMENTS.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.
4. (5) INDICATES BUILDING NUMBERS.
5. THE UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS WITHIN THE BUILDING ARE SHOWN ON SHEETS 5 THROUGH 16.
6. THE RECREATIONAL HALL, SWIMMING POOL AND TENNIS COURTS ARE COMMON ELEMENTS OF THE CONDOMINIUM.

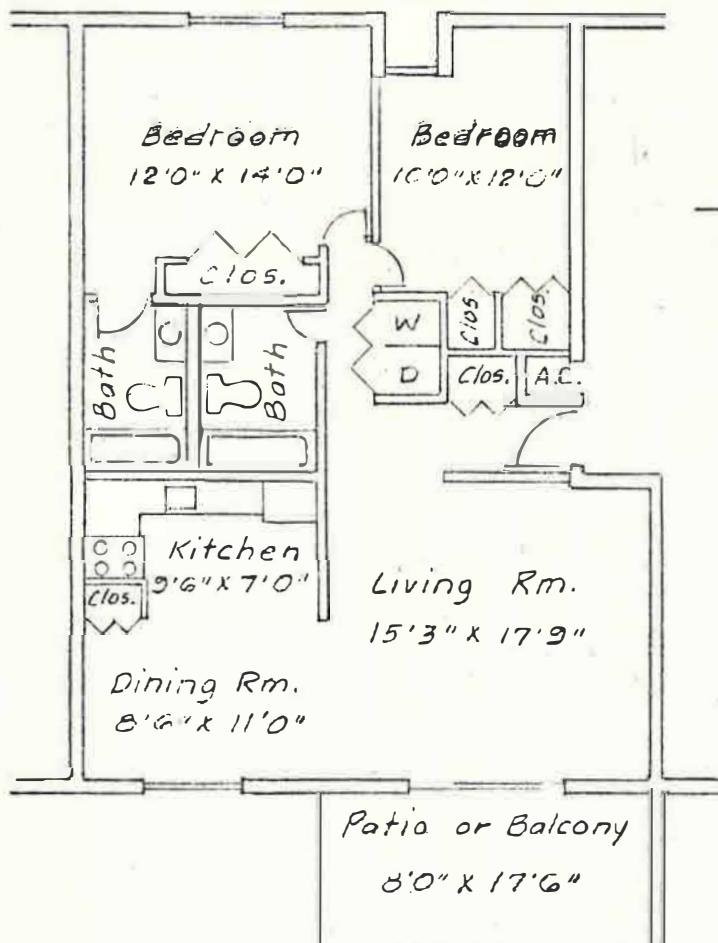


**CERTIFICATE.** NOTE THIS CERTIFICATE IS NOT VALID UNLESS SEALED WITH AN ENVELOPE, SEAL.  
I HEREBY CERTIFY: THAT THE ATTACHED SKETCH OF SURVEY AND PLOT PLAN OF THE ABOVE  
DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS  
SURVEYED UNDER MY DIRECTION: AND THAT THIS SURVEYEE MEETS THE MINIMUM REQUIREMENTS  
OF THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE  
ASSOCIATION.

SKETCH OF SURVEY AND PLOT PLAN  
HIDDEN HARBOR, A CONDOMINIUM

JOHN R. CAMPBELL  
PROFESSIONAL LAND SURVEYOR NO. 2351  
SOUTH DAKOTA

OFFICE OF THE  
RECEIVER  
1674 PAGE 28



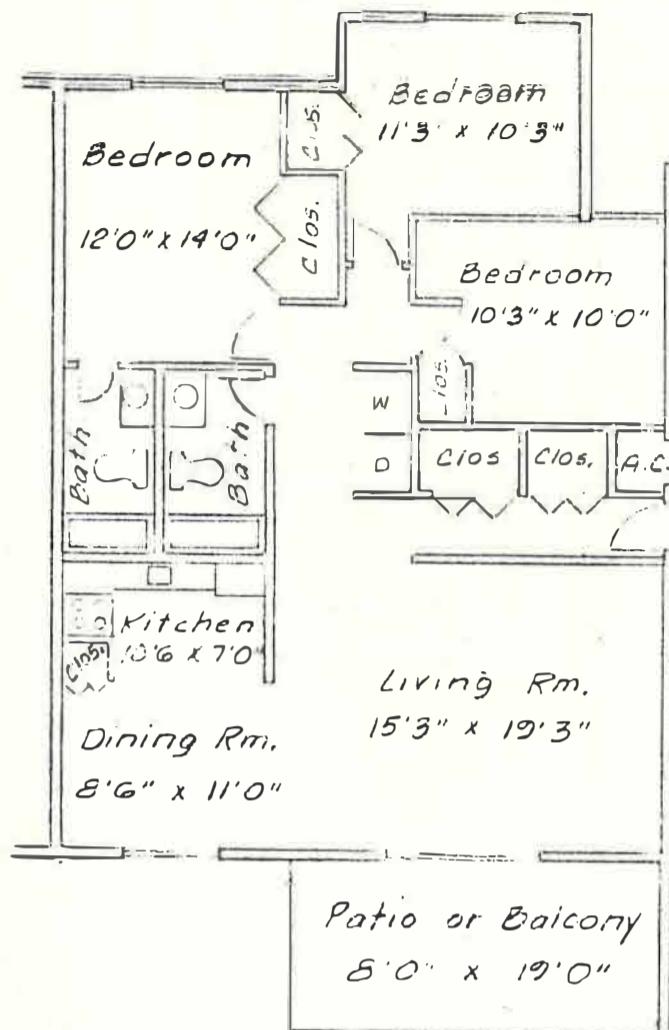
TYPICAL UNIT PLAN

Scale: 1" = 10'-0"

## SURVEYOR'S NOTES:

1. THE FLOOR PLAN ABOVE IS TYPICAL OF UNITS 103, 104, 107, 108, 111, 112, 203, 204, 207, 208, 303, 304, 307, 308, 311, 312, 403, 404, 407, 408, 411, 412, 507, 508, 603 & 604.  
UNITS 101, 102, 105, 106, 109, 110, 201, 202, 205, 206, 301, 302, 305, 306, 309, 310, 401, 402, 405, 406, 409, 410, 505, 506, 601 & 602, ARE REVERSE OR A MIRROR IMAGE OF THE ABOVE FLOOR PLAN.
2. THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW ONLY THE BASIC ROOM SIZES.
3. THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
4. THE PATIO OR BALCONY ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE VERTICAL LIMITS OF THE UNIT IS DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
6. THE HORIZONTAL LIMITS OF THE UNITS IS AS SHOWN ON THE FLOOR PLANS ON SHEETS 5 THROUGH 20 OF THIS EXHIBIT.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA

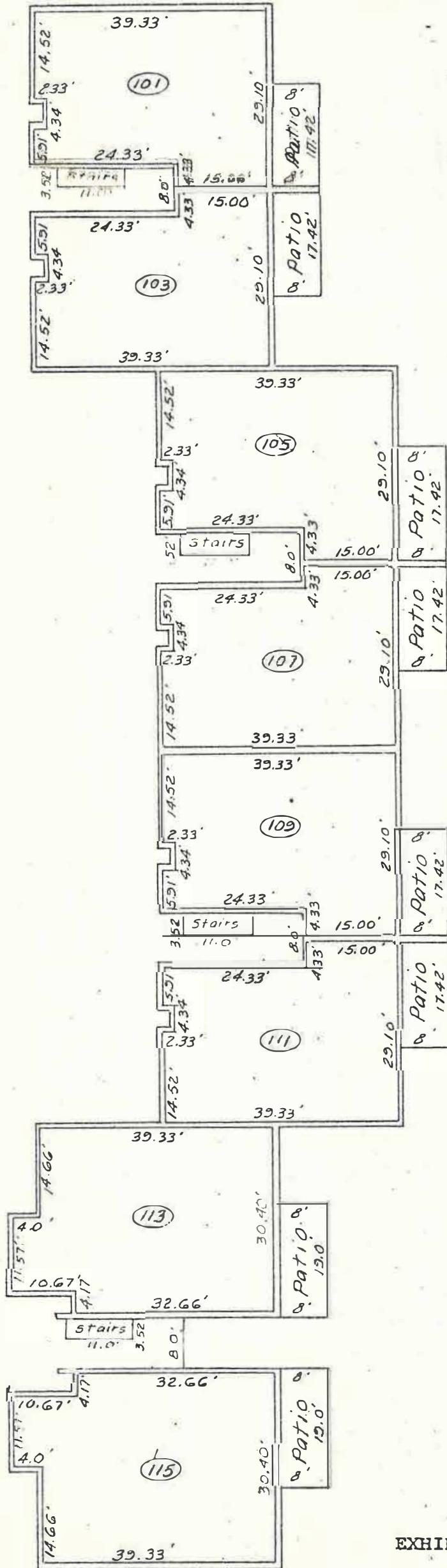
TYPICAL UNIT PLAN

Scale: 1" = 10'-0"

## SURVEYOR'S NOTES:

1. THE FLOOR PLAN ABOVE IS TYPICAL OF UNITS 115, 116, 211, 212, 503, 504, 607, 608, 611, 612, 703, 707, 711, 704, 708 AND 712.  
UNITS 113, 114, 209, 210, 501, 502, 605, 606, 609, 610, 701, 702, 705, 706, 709 AND 710, ARE REVERSE OR A MIRROR IMAGE OF THE ABOVE FLOOR PLAN.
2. THE DIMENSIONS SHOWN ARE REPRESENTATIVE AND SHOW ONLY THE BASIC ROOM SIZES.
3. THE LOCATION OF DOORWAYS AND WINDOWS MAY VARY IN LOCATION OF THE UNIT WITHIN THE BUILDING.
4. THE PATIO OR BALCONY ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE VERTICAL LIMITS OF THE UNITS IS DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
6. THE HORIZONTAL LIMITS OF THE UNITS IS AS SHOWN ON THE FLOOR PLANS ON SHEETS 5 THROUGH 20 OF THIS EXHIBIT.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA



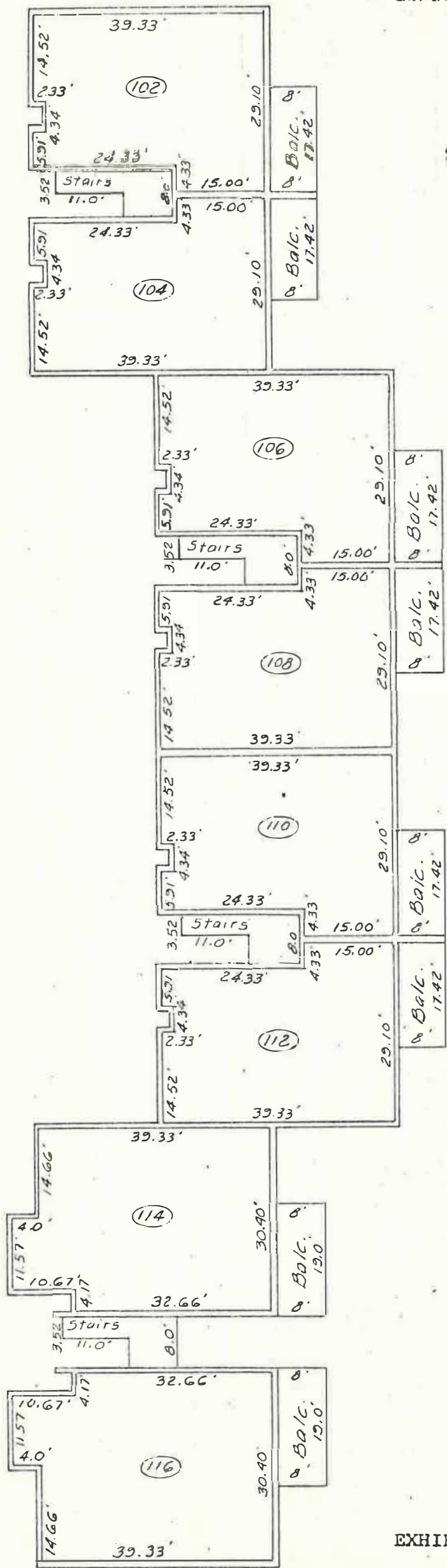
PLAN L"=20'

1ST FLOOR PLAN  
Building # 1

## NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1st FLOOR FINISHED FLOOR ELEVATION IS 13.07 .
3. THE 1st FLOOR FINISHED CEILING ELEVATION IS 21.07 .
4. THE PATIOS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA

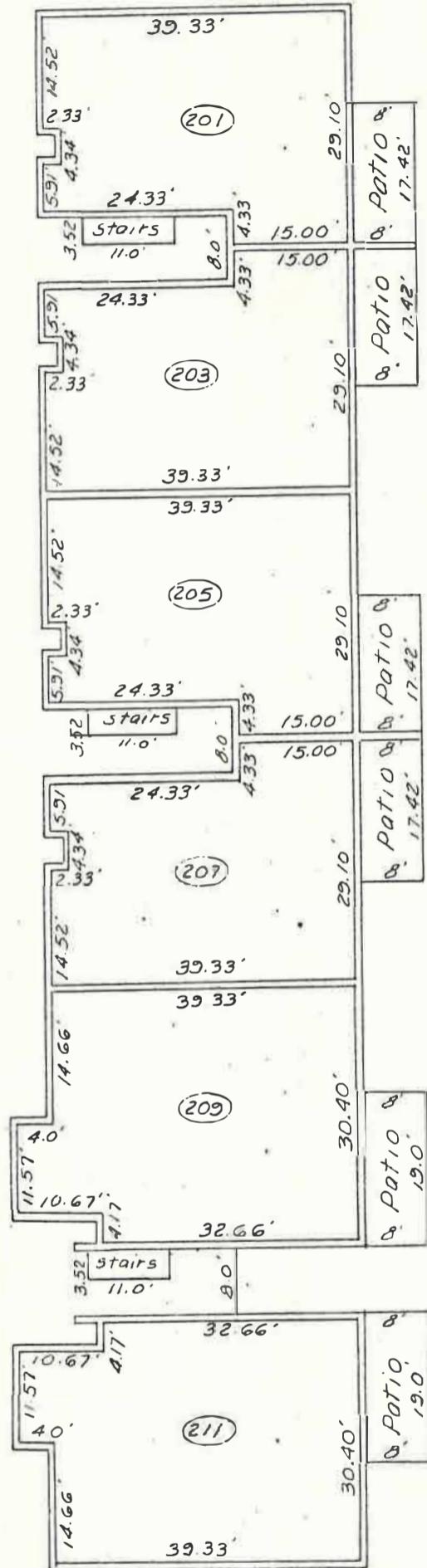
PLAN 1":20'2nd. FLOOR PLAN

Building # 1

## NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2nd FLOOR FINISHED FLOOR ELEVATION IS 21.86 .
3. THE 2nd FLOOR FINISHED CEILING ELEVATION IS 29.86 .
4. THE BALCONIES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA



PLAN 1"=20'  
1ST FLOOR PLAN  
 Building # 2

## NOTES:

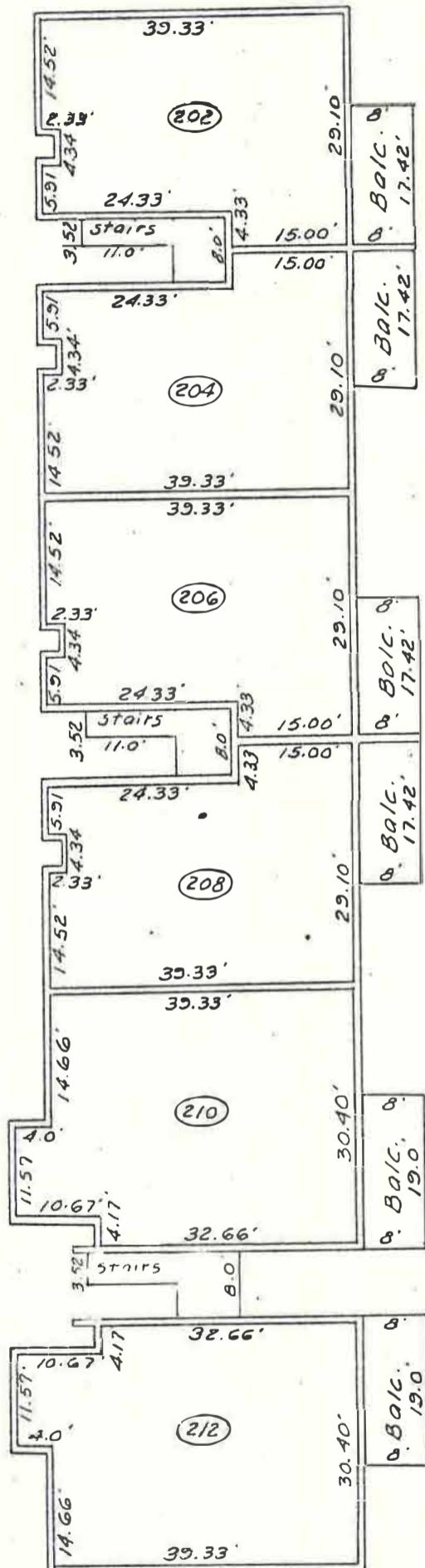
1. ALL WALLS ARE 8" WALLS.
2. THE 1st FLOOR FINISHED FLOOR ELEVATION IS 11.39
3. THE 1st FLOOR FINISHED CEILING ELEVATION IS 19.39
4. THE PATIOS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.

COCOA BEACH, FLORIDA

EXHIBIT "A"

SHEET 7 OF 20



PLAN 1"=20'

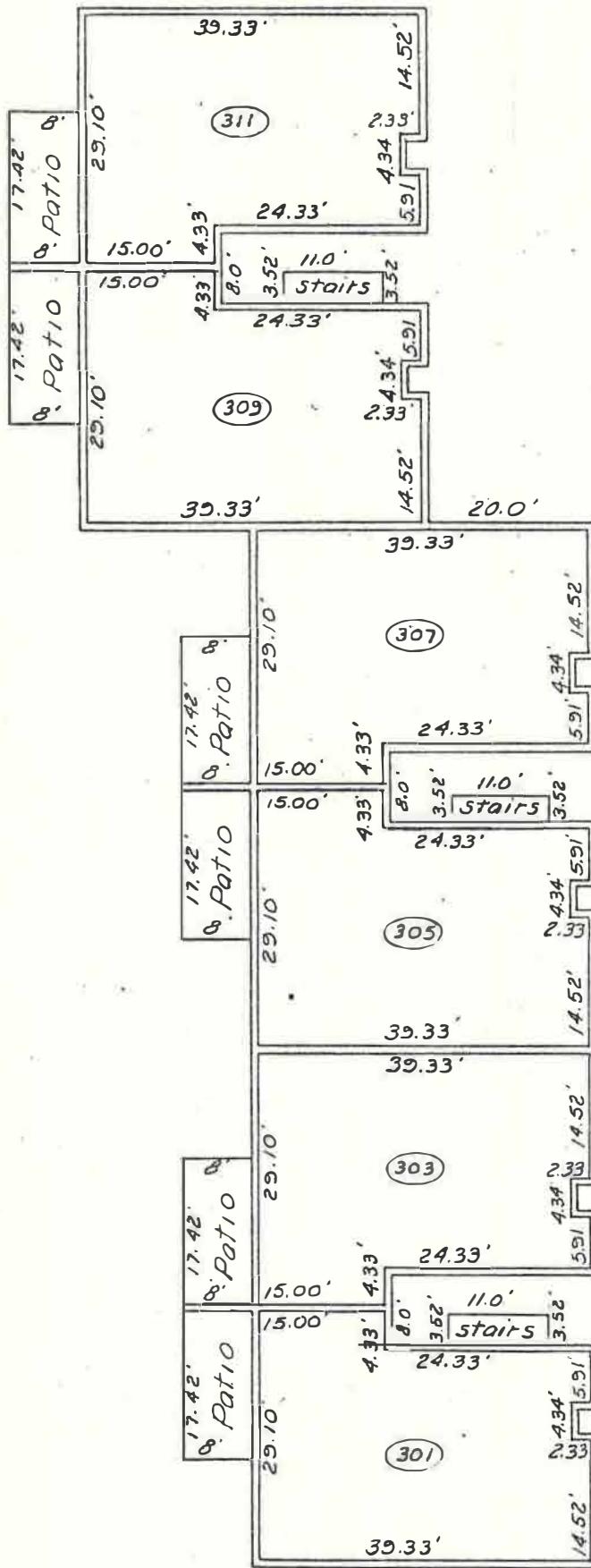
2nd FLOOR PLAN

Building # 2

NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2nd FLOOR FINISHED FLOOR ELEVATION IS 20.17 .
3. THE 2nd FLOOR FINISHED CEILING ELEVATION IS 28.17 .
4. THE BALCONIES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA

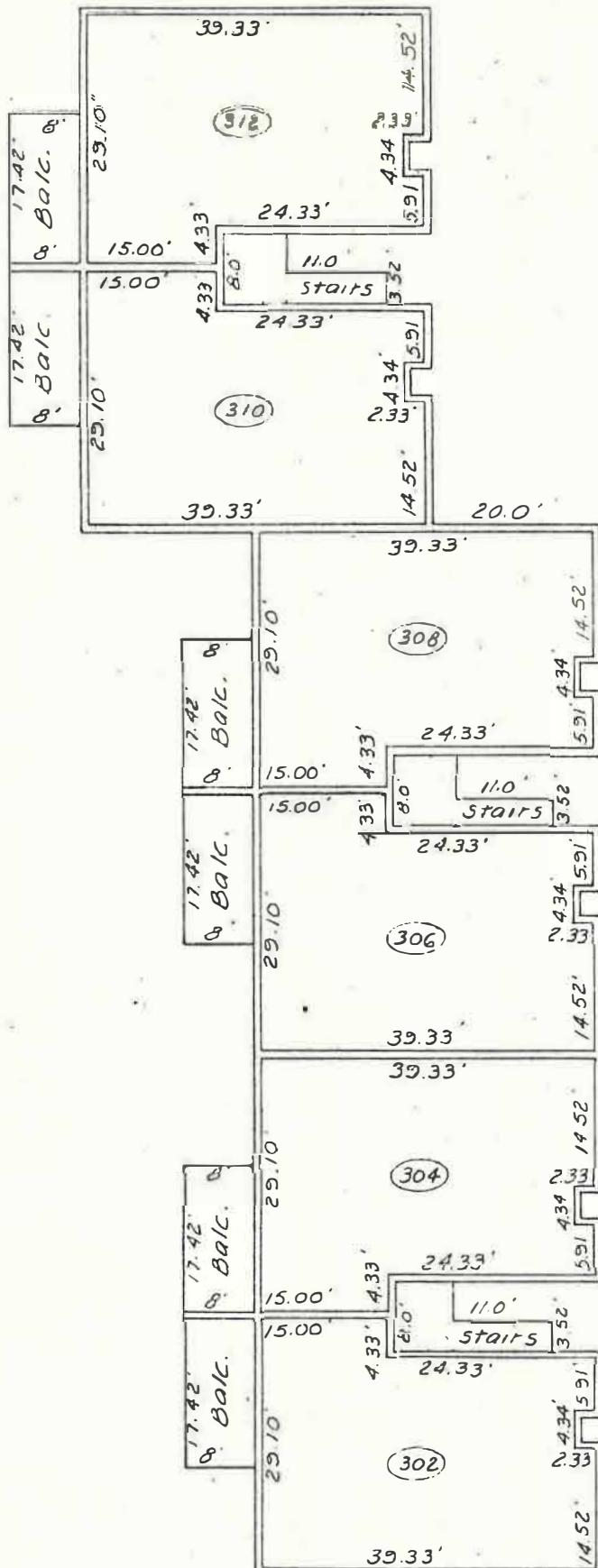
PLAN 1" = 20'1ST FLOOR PLAN

Building # 3

## NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1st FLOOR FINISHED FLOOR ELEVATION IS 11.02.
3. THE 1st FLOOR FINISHED CEILING ELEVATION IS 18.02.
4. THE PATIOS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA



PLAN 1" = 20'

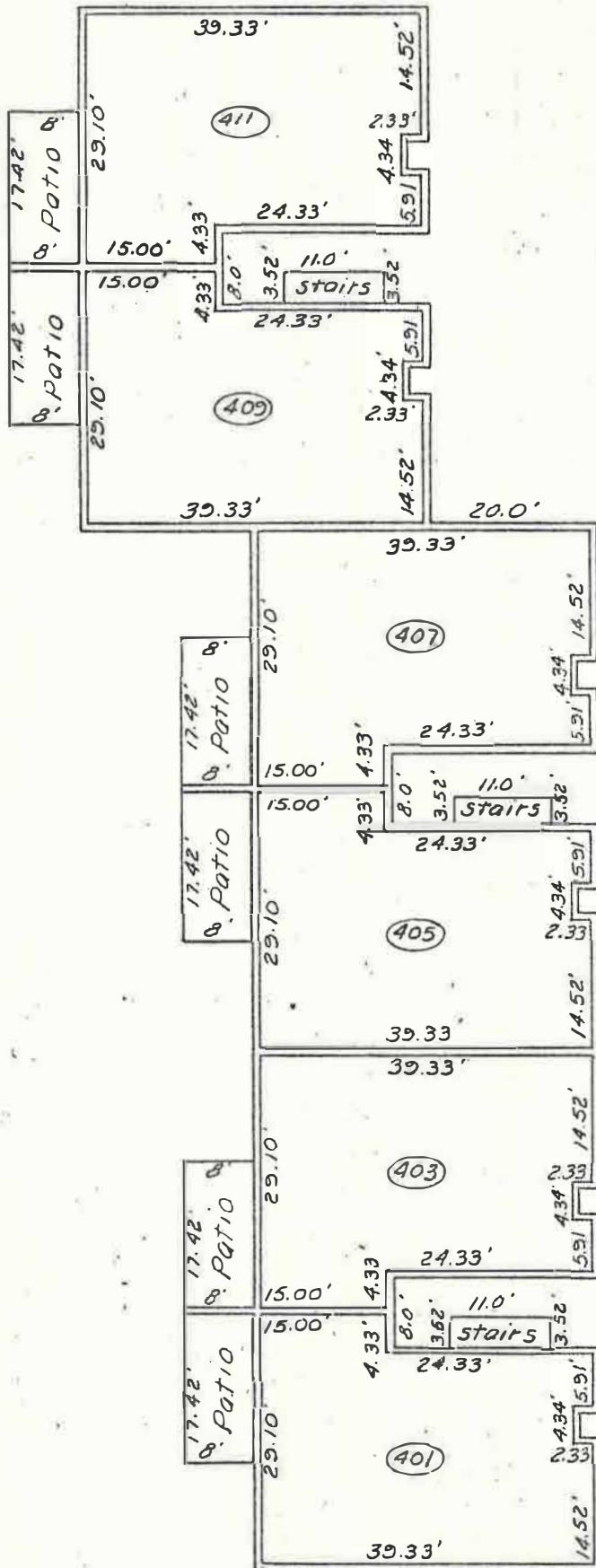
2nd FLOOR PLAN

Building # 3

NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2nd FLOOR FINISHED FLOOR ELEVATION IS 19.77 .
3. THE 2nd FLOOR FINISHED CEILING ELEVATION IS 27.77 .
4. THE BALCONIES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA



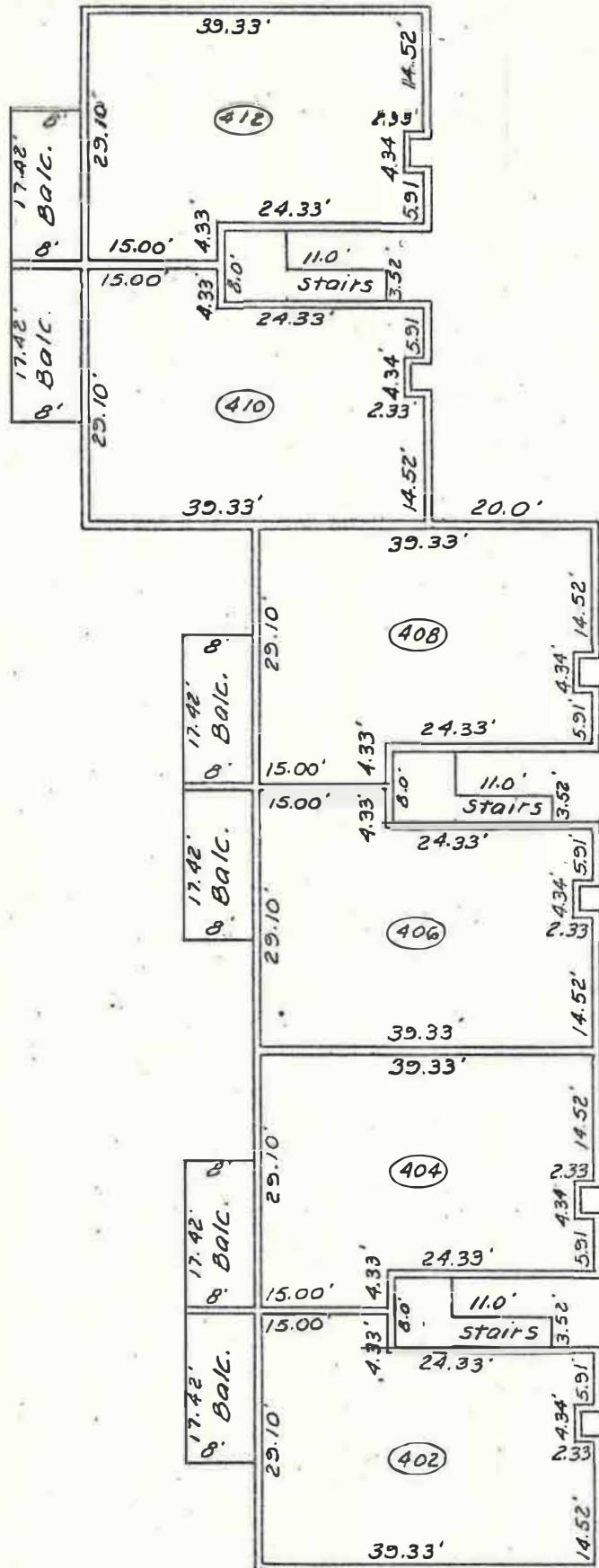
PLAN 1" = 20"

1st. FLOOR PLAN  
Building # 4

**NOTES:**

1. ALL WALLS ARE 8" WALLS.
2. THE 1st FLOOR FINISHED FLOOR ELEVATION IS 10.66 .
3. THE 1st FLOOR FINISHED CEILING ELEVATION IS 18.66
4. THE PATIOS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

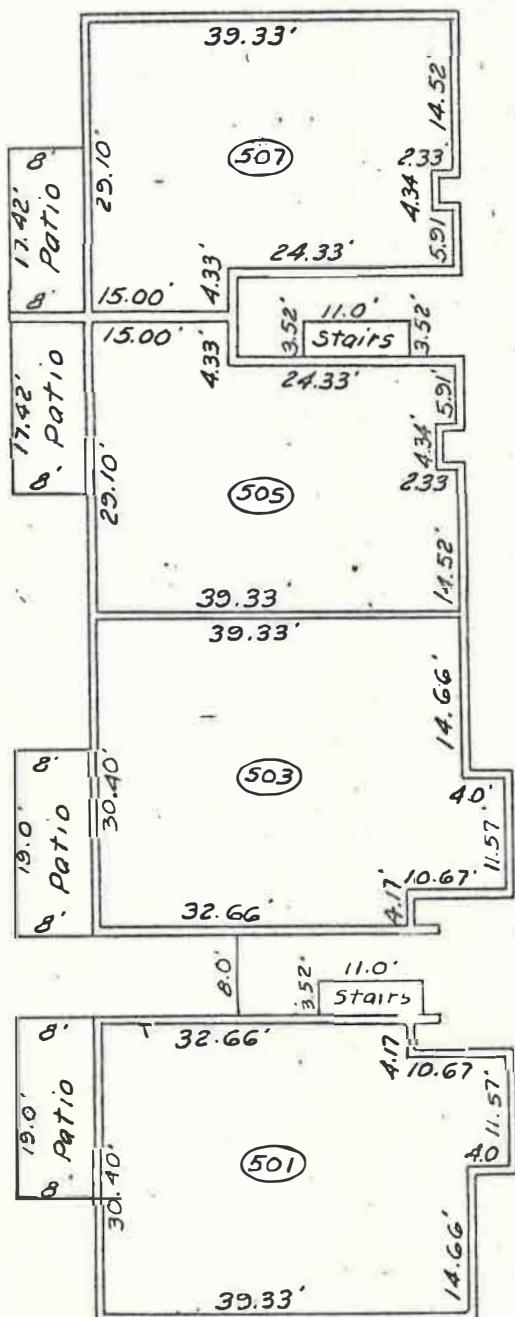
ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA



## NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2 nd FLOOR FINISHED FLOOR ELEVATION IS 19.50 .
3. THE 2 nd FLOOR FINISHED CEILING ELEVATION IS 27.50 .
4. THE BALCONIES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA

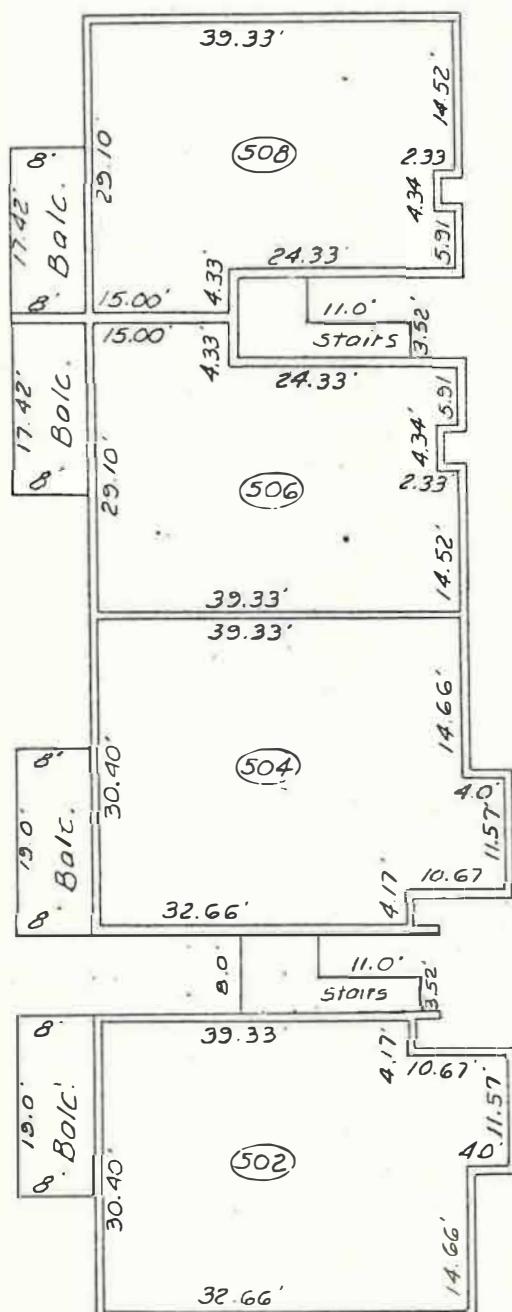


PLAN 1" = 20'

1ST FLOOR PLAN  
Building # 5

NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1st FLOOR FINISHED FLOOR ELEVATION IS 9.50 .
3. THE 1st FLOOR FINISHED CEILING ELEVATION IS 17.50 .
4. THE PATIOS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.



PLAN 1"=20'

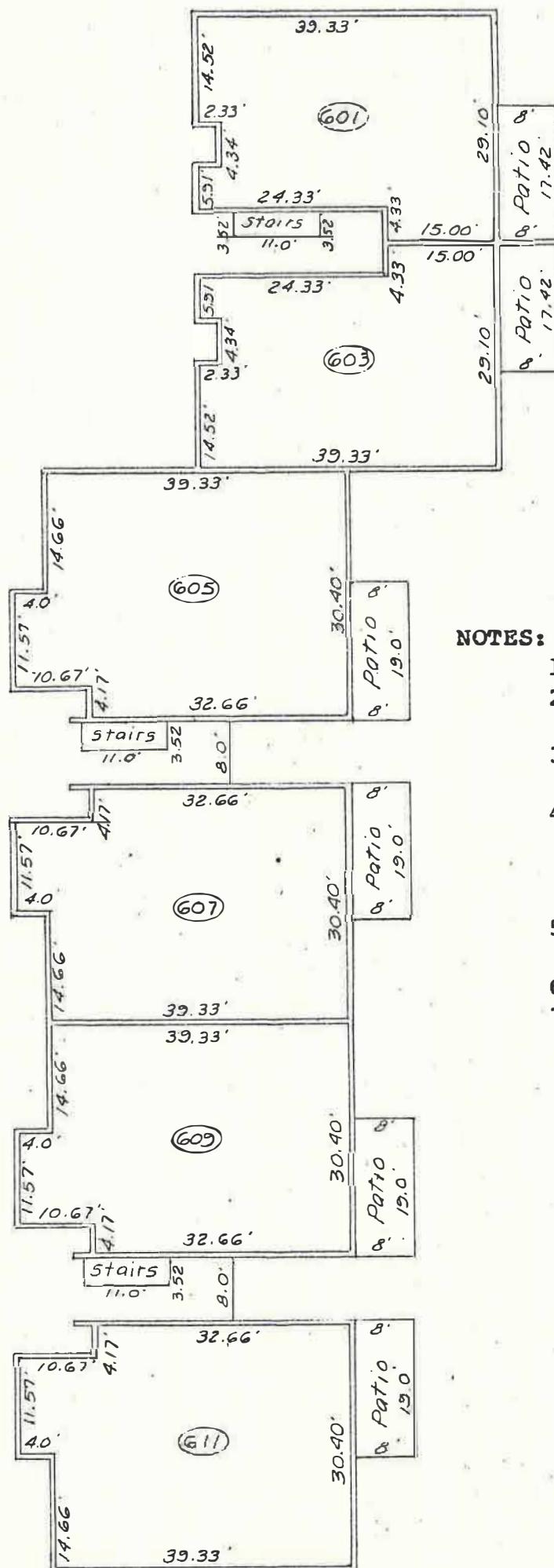
2nd. FLOOR PLAN

Building # 5

NOTES:

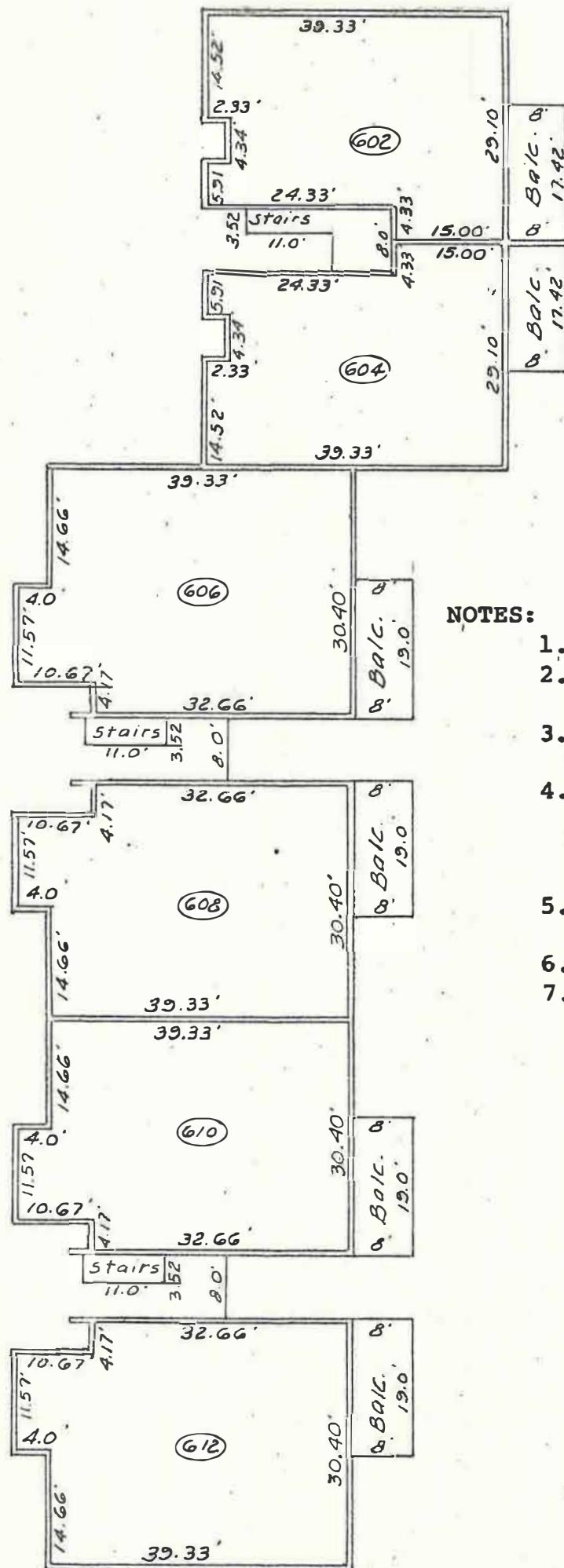
1. ALL WALLS ARE 8" WALLS.
2. THE 2nd FLOOR FINISHED FLOOR ELEVATION IS 18.33 .
3. THE 2nd FLOOR FINISHED CEILING ELEVATION IS 26.33 .
4. THE BALCONIES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA



NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1st FLOOR FINISHED FLOOR ELEVATION IS 9.80
3. THE 1st FLOOR FINISHED CEILING ELEVATION IS 17.80
4. THE PATIOS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

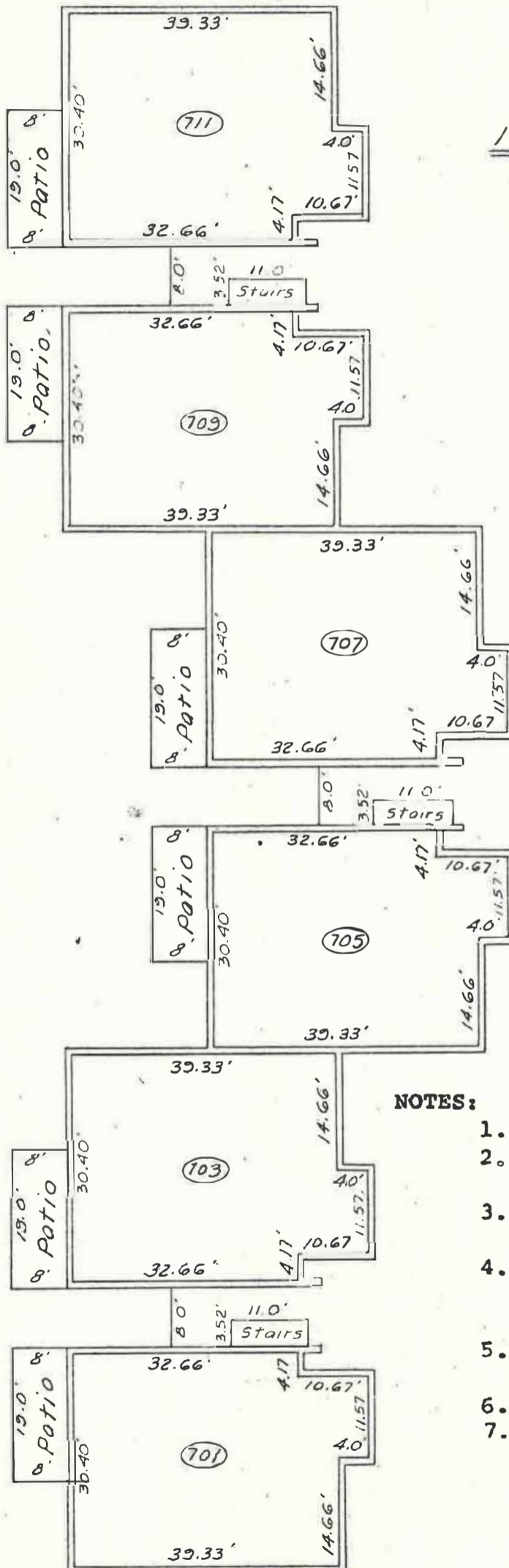


PLAN 1" = 20'

2nd FLOOR PLAN  
Building # 6

NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2nd FLOOR FINISHED FLOOR ELEVATION IS 18.63 .
3. THE 2nd FLOOR FINISHED CEILING ELEVATION IS 26.63 .
4. THE BALCONIES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.



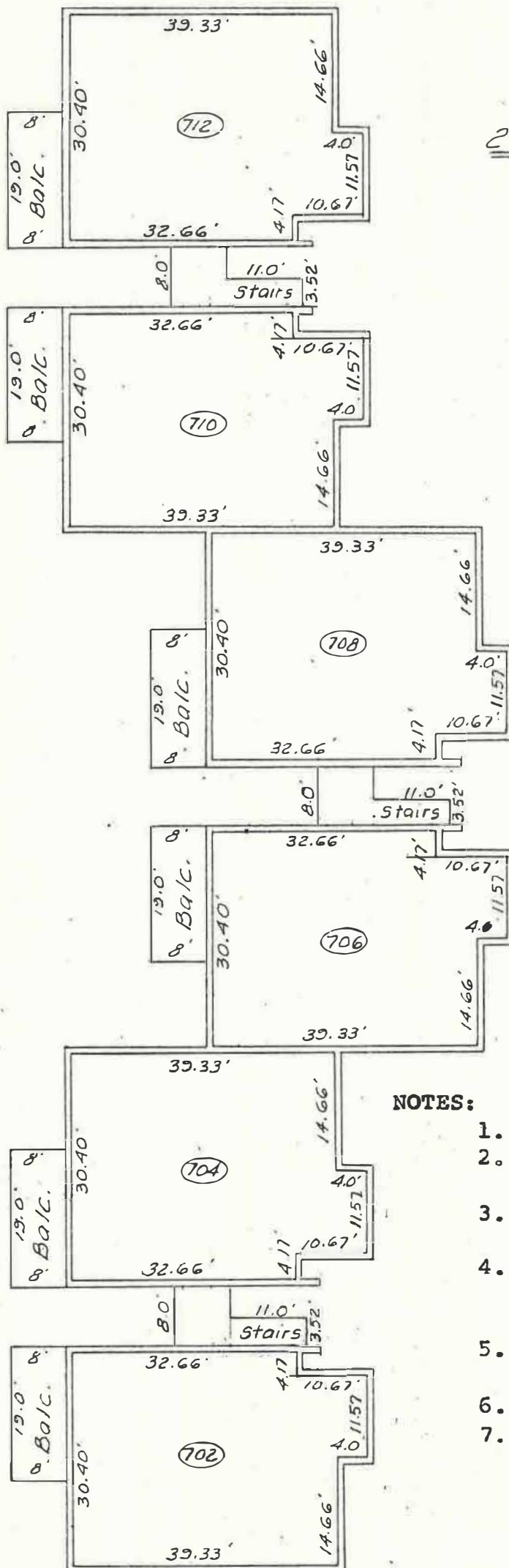
## NOTES &

1. ALL WALLS ARE 8" WALLS.
2. THE 1st FLOOR FINISHED FLOOR ELEVATION IS 9.51 .
3. THE 1st FLOOR FINISHED CEILING ELEVATION IS 17.51 .
4. THE PATIOS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA

**EXHIBIT "A"**

SHEET 17 OF 20



PLAN 1" = 20'  
2nd. FLOOR PLAN

## Building # 7

3 2.6 6  
10.6 7  
3.3 3  
3.6 6  
2 99  
15

$$\begin{array}{r}
 433 \\
 \times 303 \\
 \hline
 1299 \\
 1299 \\
 \hline
 13100
 \end{array}$$

## NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2nd FLOOR FINISHED FLOOR ELEVATION IS 18.27 .
3. THE 2nd FLOOR FINISHED CEILING ELEVATION IS 26.27 .
4. THE BALCONIES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. ALL OTHER AREAS SHOWN ARE COMMON ELEMENTS.
6. THE UNITS ARE AS SHOWN.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.S. SEA LEVEL DATUM.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA

**EXHIBIT "A"**

SHEET 180F 20

ACCESS EASEMENT NO. 1

A PORTION OF LOTS 16 AND 17 OF BANANA RIVER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF LOT 13 OF SAID BANANA RIVER ESTATES, WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 401 AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 234 AT PAGE 591 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N 00° 09' 00" W ALONG SAID WEST RIGHT-OF-WAY LINE FOR 378.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00° 09' 00" W ALONG SAID WEST RIGHT-OF-WAY LINE FOR 100 FEET; THENCE N 89° 59' 27" W FOR 46.00 FEET; THENCE S 00° 00' 33" W FOR 100 FEET; THENCE S 89° 59' 27" E FOR 46.28 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.106 ACRES MORE OR LESS.

EASEMENT NO. 2  
RIVER ACCESS

A PORTION OF LOTS 13 THROUGH 15 INCLUSIVE, OF BANANA RIVER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF SAID LOT 13, WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 401 AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 234 AT PAGE 591 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N 89° 59' 27" W ALONG SAID SOUTH LINE OF LOT 13 FOR 563.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 89° 59' 27" W ALONG SAID SOUTH LINE OF LOT 13 FOR 44.00 FEET; THENCE N 00° 09' 00" W FOR 263.32 FEET; THENCE S 89° 59' 27" E FOR 24.00 FEET; THENCE S 00° 09' 00" E FOR 233.32 FEET; THENCE S 89° 59' 27" E FOR 20.00 FEET; THENCE S 00° 09' 00" E FOR 30.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.159 ACRES MORE OR LESS.

EASEMENT NO. 3  
PARKING LOT DRIVEWAY EASEMENT

THAT PART OF THE SOUTH 24.00 FEET OF LOT 13 OF BANANA RIVER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, WHICH LIES WEST OF A LINE THAT IS 563.00 FEET WEST OF THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 401 AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 234 AT PAGE 591 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

EASEMENT NO. 4  
PUMP STATION SITE

A PORTION OF LOTS 16 AND 17 OF BANANA RIVER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF LOT 13 OF SAID BANANA RIVER ESTATES, WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 401 AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 234 AT PAGE 591 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N 89° 59' 27" W ALONG SAID SOUTH LINE OF LOT 13 FOR 1036.77 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE S.E., HAVING A RADIUS OF 397.33 FEET, THE CENTER OF SAID CURVE BEARING N 89° 51' 00" E, SAID POINT ALSO BEING THE CENTER OF A 58.00 FOOT WIDE RIGHT-OF-WAY CALLED NORTH BANANA RIVER BOULEVARD, SHOWN ON THE PLAT OF BAY VIEW PARK SECTION TWO, AS RECORDED IN PLAT BOOK 21 AT PAGE 86 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.LY AND N.E.LY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 52' 07" FOR AN ARC DISTANCE

OF 304.22 FEET; THENCE N 43° 43' 07" E TANGENT TO THE LAST DESCRIBED CURVE FOR 152.80 FEET TO A POINT, THE TWO PREVIOUSLY DESCRIBED COURSES BEING ALONG THE CENTERLINE OF A PROPOSED 60.00 FOOT WIDE RIGHT-OF-WAY FOR BANANA RIVER BOULEVARD; THENCE N 46° 16' 53" W FOR 30.00 FEET; TO THE POINT OF BEGINNING; THENCE N 46° 16' 53" W FOR 20.00 FEET; THENCE S 43° 43' 07" W FOR 25.00 FEET; THENCE S 46° 16' 53" E FOR 20.00 FEET; THENCE N 43° 43' 07" E FOR 25.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.011 ACRES MORE OR LESS.

EASEMENT NO. 5  
ANTENNA EASEMENT

A PORTION OF LOTS 16 AND 17 OF BANANA RIVER ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10 AT PAGE 1 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF LOT 13 OF SAID BANANA RIVER ESTATES, WITH THE WEST RIGHT-OF-WAY LINE OF STATE ROAD 401 AS SAID RIGHT-OF-WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 234 AT PAGE 591 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE N 89° 59' 27" W ALONG SAID SOUTH LINE OF LOT 13 FOR 1036.77 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE S.E., HAVING A RADIUS OF 397.33 FEET, THE CENTER OF SAID CURVE BEARING N 89° 51' 00" E, SAID POINT ALSO BEING THE CENTER OF A 58.00 FOOT WIDE RIGHT-OF-WAY CALLED NORTH BANANA RIVER BOULEVARD, SHOWN ON THE PLAT OF BAY VIEW PARK SECTION TWO, AS RECORDED IN PLAT BOOK 21 AT PAGE 86 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N.LY AND N.E.LY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43° 52' 07" FOR AN ARC DISTANCE OF 304.22 FEET; THENCE N 43° 43' 07" E TANGENT TO THE LAST DESCRIBED CURVE FOR 152.80 FEET TO A POINT, THE TWO PREVIOUSLY DESCRIBED COURSES BEING ALONG THE CENTERLINE OF A PROPOSED 60.00 FOOT WIDE RIGHT-OF-WAY FOR BANANA RIVER BOULEVARD, THENCE N 46° 16' 53" W FOR 30.00 FEET TO THE POINT OF BEGINNING; THENCE N 46° 16' 53" W FOR 20.00 FEET; THENCE S 43° 43' 07" W FOR 37.00 FEET; THENCE N 46° 16' 53" W FOR 9.00 FEET; THENCE N 10° 07' 42" W FOR 107.75 FEET; THENCE N 43° 43' 07" E FOR 6.00 FEET; THENCE S 71° 33' 00" E FOR 117.22 FEET; THENCE S 46° 16' 53" E FOR 10.00 FEET; THENCE S 43° 43' 07" W FOR 82.60 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.177 ACRES MORE OR LESS.

## CROSS EASEMENTS

KNOW ALL MEN BY THESE PRESENTS, that NORIN MORT-

GAGE CORP., a Delaware corporation authorized to do business in the State of Florida, hereinafter called the Seller, and each reference to the Seller herein shall include its successors and assigns, and HAMPSTEAD COURT, INC., a Florida corporation, hereinafter called the Buyer, and

reference to the Buyer herein shall include its successors and assigns, hereby give, grant and convey each to the other, for the use and benefit of each other and those designated in writing by either of the parties hereto, cross easements on, under and across those portions of their respective properties as hereinafter described, seller's lands are described in Schedule C, and the Buyer's lands are described in Schedule B, for the maintenance and use of the following:

1. Sanitary sewage mains, laterals and lines
2. Sewage lift station
3. Television antennae with guy lines
4. Water supply lines

all of which jointly serve and service the real properties owned by the parties hereto and all of which are hereinafter referred to collectively as service utilities. The easement for the Sanitary Sewage mains, laterals and lines encumbers those lands lying within five (5) feet on each side of

the center line of the said Sanitary sewage mains, laterals and lines as presently constructed. The easement for the Sewage lift station is described in Tract 1 of Schedule "A" attached hereto and made a part hereof by reference. The easement for the Television antennae with guy lines is described in Tract 2 of said Schedule "A". The easement for the water supply lines encumbers those lands lying within five (5) feet on each side of the center line of the said water supply lines as presently constructed.

Until such time as the Seller shall construct any improvements on described on Schedule "C" attached hereto and shall connect such

improvement to the service utilities, the Buyer shall maintain said service utilities. If and when the Seller shall construct improvements on any part of the lands described in Schedule "C" attached hereto, other than condominium units, which improvements shall be connected to and make use of any of the service utilities, an equitable and reasonable basis of contribution by the Seller toward the costs of maintaining and servicing the said service utilities shall be agreed upon in writing by the parties.

In the event that the Seller shall construct condominium units on any of the lands described in Schedule "C" and said condominium units shall be connected to the Sanitary sewage mains, laterals and lines, or the water supply lines herein described, each of the parties hereto shall pay the costs of maintaining and servicing any of the sanitary sewage mains, laterals and lines or water supply lines lying in, on or under its lands.

If the Sewage lift station shall not be maintained by the City of Cape Canaveral, the cost of maintaining the sewage lift station and the cost of maintaining the television antennae and guy lines therefor, shall be paid pro rata by the Seller and the Buyer on the basis of the number of condominium units that are connected to and use the said sewage lift station and television antennae. In the event that the Seller shall become obligated hereunder to pay costs of maintaining and servicing the sewage lift station and the television antennae and guy lines therefor, or either of them, the Buyer shall provide the Seller in writing with reasonable rules and regulations regarding the payment of the Seller's share of said costs.

Dated this 20th day of August, 1976.

Signed, sealed and delivered  
in presence of:

John J. Cauthier  
John J. Cauthier

NORIN MORTGAGE CORP.

By John J. Cauthier  
Executive Vice-President

HAMPSTEAD COURT, INC.

By Jacques M. Cauthier  
Jacques M. Cauthier, President

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 20th day of August, 1976 before me personally appeared JACQUES M. GAUTHIER, as President of HAMPSTEAD COURT, INC., a Florida corporation, and STEPHEN M. PLATT, as <sup>Executive Vice-</sup>President of NORIN MORTGAGE CORP., a Delaware corporation authorized to do business in the State of Florida, to me known to be the persons described in and who executed the foregoing Cross Easements, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations and the said instrument is the act and deed of said corporations.

WITNESS my hand and official seal at Cocoa Beach, in the County of Brevard and State of Florida, the day and year last aforesaid.

  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida, No. 100-39  
My Commission Expires August 22, 1979  
Bonded by American Fire & Casualty Co.

SCHEDULE "A"

OFFL REC'S 1653 PAGE 548

TRACT 1

PUMP STATION SITE

A portion of Lots 16 and 17 of Banana River Estates, according to the plat thereof as recorded in Plat Book 10 at Page 1 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of Lot 13 of said Banana River Estates, with the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591 of the Public Records of Brevard County, Florida; thence N 89° 59' 27" W along said South line of Lot 13 for 1036.77 feet to a point on a circular curve concave to the S.E., having a radius of 397.33 feet, the center of said curve bearing N 89° 51' 00" E, said point also being the center of a 58.00 foot wide right-of-way called North Banana River Boulevard, shown on the plat of Bay View Park Section Two, as recorded in Plat Book 21 at Page 86 of the Public Records of Brevard County, Florida; thence run N.1ly and N.E.1ly along said curve through a central angle of 43° 52' 07" for an arc distance of 304.22 feet; thence N 43° 43' 07" E tangent to the last described curve for 152.80 feet to a point, the two previously described courses being along the centerline of a proposed 60.00 foot wide right-of-way for Banana River Boulevard; thence N 46° 16' 53" W for 30.00 feet; to the Point of Beginning; thence N 46° 16' 53" W for 20.00 feet; thence S 43° 43' 07" W for 25.00 feet; thence S 46° 16' 53" E for 20.00 feet; thence N 43° 43' 07" E for 25.00 feet to the Point of Beginning, said parcel contains 0.011 acres more or less.

TRACT 2

ANTENNA EASEMENT

A portion of Lots 16 and 17 of Banana River Estates, according to the plat thereof as recorded in Plat Book 10 at Page 1 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of Lot 13 of said Banana River Estates, with the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591 of the Public Records of Brevard County, Florida; thence N 89° 59' 27" W along said South line of Lot 13 for 1036.77 feet to a point on a circular curve concave to the S.E., having a radius of 397.33 feet, the center of said curve bearing N 89° 51' 00" E, said point also being the center of a 58.00 foot wide right-of-way called North Banana River Boulevard, shown on the plat of Bay View Park Section Two, as recorded in Plat Book 21 at Page 86 of the Public Records of Brevard County, Florida; thence run N.1ly and N.E.1ly along said curve through a central angle of 43° 52' 07" for an arc distance of 304.22 feet; thence N 43° 43' 07" E tangent to the last described curve for 152.80 feet to a point, the two previously described courses being along the centerline of a proposed 60.00 foot wide right-of-way for Banana River Boulevard, thence N 46° 16' 53" W for 30.00 feet to the Point of Beginning; thence N 46° 16' 53" W for 20.00 feet; thence S 43° 43' 07" W for 37.00 feet; thence N 46° 16' 53" W for 9.00 feet; thence N 10° 07' 42" W for 107.75 feet; thence N 43° 43' 07" E for 6.00 feet; thence S 71° 33' 00" E for 117.22 feet; thence S 46° 16' 53" E for 10.00 feet; thence S 43° 43' 07" W for 82.60 feet to the Point of Beginning, said parcel contains 0.177 acres more or less.

SCHEDULE "B"

A portion of Lots 13 through 18 inclusive, of Banana River Estates, according to the plat thereof as recorded in Plat Book 10 at Page 1 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the intersection of the South line of said Lot 13 and the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591 of the Public Records of Brevard County, Florida; thence N 00° 09' 00" W along said West right-of-way line for 478.00 feet; thence N 89° 59' 27" W for 360.00 feet; thence N 00° 00' 33" E for 32.00 feet; thence N 89° 59' 27" W for 140.00 feet; thence S 00° 00' 33" W for 32.00 feet; thence N 89° 59' 27" W for 140.00 feet; thence N 46° 16' 53" W for 36.43 feet to a point on the S.W.ly line of a proposed 60.00 foot wide right-of-way for Banana River Boulevard; thence S 43° 43' 07" W along said proposed right-of-way line for 180.10 feet; thence S 46° 16' 53" E for 96.06 feet; thence S 89° 59' 27" E for 50.65 feet; thence S 44° 59' 27" E for 61.22 feet; thence S 89° 59' 27" E for 45.00 feet; thence S 00° 09' 00" E for 129.92 feet; thence S 89° 59' 27" E for 20.00 feet; thence S 00° 09' 00" E for 133.40 feet to a point on the South line of said Lot 13; thence S 89° 59' 27" E along said South line of Lot 13 for 563.00 feet to the Point of Beginning, said parcel contains 7.164 acres more or less.

SCHEDULE "C"

Lots 13 through 20 inclusive, BANANA RIVER ESTATES, according to the Plat thereof as recorded in Plat Book 10, Page 1, of the Public Records of Brevard County, Florida, LESS AND EXCEPT, State Road A1A right-of-way and all right, title and interest as described in Official Records Book 748, Page 710, Public Records of Brevard County, Florida.

Less and Except the following described lands:

A portion of Lots 13 through 18 inclusive, of Banana River Estates, according to the plat thereof as recorded in Plat Book 10 at Page 1 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the intersection of the South line of said Lot 13 and the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591 of the Public Records of Brevard County, Florida; thence N 00° 09' 00" W along said West right-of-way line for 478.00 feet; thence N 89° 59' 27" W for 360.00 feet; thence N 00° 00' 33" E for 32.00 feet; thence N 89° 59' 27" W for 140.00 feet; thence S 00° 00' 33" W for 32.00 feet; thence N 89° 59' 27" W for 140.00 feet; thence N 46° 16' 53" W for 36.43 feet to a point on the S.W.ly line of a proposed 60.00 foot wide right-of-way for Banana River Boulevard; thence S 43° 43' 07" W along said proposed right-of-way line for 180.10 feet; thence S 46° 16' 53" E for 96.06 feet; thence S 89° 59' 27" E for 50.65 feet; thence S 44° 59' 27" E for 61.22 feet; thence S 89° 59' 27" E for 45.00 feet; thence S 00° 09' 00" E for 129.92 feet; thence S 89° 59' 27" E for 20.00 feet; thence S 00° 09' 00" E for 133.40 feet to a point on the South line of said Lot 13; thence S 89° 59' 27" E along said South line of Lot 13 for 563.00 feet to the Point of Beginning, said parcel contains 7.164 acres more or less.

SIN

RECORDED AND VERIFIED  
*Castro James*  
CLERK, CIRCUIT COURT  
CITY OF COCOA COMMUNITIES DEPARTMENT  
COCOA, FLORIDA

OFF' REC'S 1653 PAGE 523

August 2 1976

## Hidden Harbor-Phase 1

Gentlemen:

76-483

For other valuable considerations and the payment to us by you of \$ 1.00 which we have received, we and those holding through us, grant and give to you and your successors the right to build and maintain a water distribution line, and the necessary appurtenances for such lines; also, the right to cut, trim and keep clear only such trees, brush and undergrowth that might endanger the proper construction, operation and maintenance of said lines, on our property, described as follows:

A portion of Lots 13 through 17 of BANANA RIVER ESTATES, according to the plat thereof recorded in Plat Book 10 at Page 1 of the Public Records of Brevard County, Florida, more particularly described as follows:



SEE SCHEDULE "A" ATTACHED HERETO AND MADE  
A PART HEREOF.

**WITNESSES:**

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me personally appeared Stephen M. Elliott and  
as Executive Vice President  
to me well known and known to me to be the person (s) described in  
and who executed the foregoing instrument and acknowledged to and  
before me that he executed said instrument in the capacity and  
for the purpose therein expressed.

WITNESS my hand and official seal, this 20th day of October A.D. 1976.

THIS INSTRUMENT PREPARED BY:

D. Hutcheson

Name \_\_\_\_\_

600 School St., Cocoa, Fla.  
Address

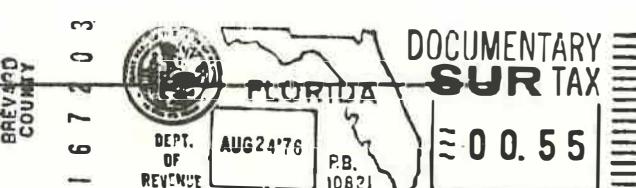
My commission expires

NORIN MORTGAGE CORP.

EXECUTIVE VICE PRESIDENT

Notary Public  
State of Florida at Large

Notary Public, State of Florida at Large  
My Commission Expires Sept. 27, 1978  
Bonded by American Fire & Casualty Co.

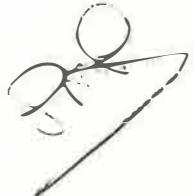


SCHEDULE "A"

WATER DISTRIBUTION LINE EASEMENT

A portion of Lots 13 through 18 inclusive, of Banana River Estates according to the plat thereof as recorded in Plat Book 10, at Page 1 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Begin at the intersection of the South line of said Lot 13 and the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591 of the Public Records of Brevard County, Florida; thence run N 89° 59' 27" W along the South line of said Lot 13 for 700.00 feet; thence N 00° 00' 33" E for 50.00 feet; thence S 89° 59' 27" E for 60.00 feet; thence N 00° 00' 33" E for 70.00 feet; thence N 89° 59' 27" W for 70.00 feet; thence N 00° 00' 33" E for 186.61 feet; thence N 89° 59' 27" W for 12.67 feet; thence N 46° 16' 53" W for 96.06 feet; thence N 43° 43' 07" E for 180.10 feet; thence S 46° 16' 53" E for 19.06 feet; thence S 89° 59' 27" E for 152.55 feet; thence N 00° 00' 33" E for 20.00 feet; thence S 89° 59' 27" E for 140.00 feet; thence S 00° 00' 33" W for 20.00 feet; thence S 89° 59' 27" E for 359.97 feet to a point on the said West right-of-way line of State Road 401; thence S 00° 09' 00" E along said West right-of-way line for 490.00 feet to the Point of Beginning.



*Curris R. Barnes*  
CLERK, CIRCUIT COURT  
BREVARD COUNTY, FLA.

OFFL REC'S 1653 PAGE 555

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM C. IRVIN, Attorney at Law  
320 N. ATLANTIC AVE., COCOA BEACH, FLORIDA 32931

PARKING LOT DRIVEWAY EASEMENT



KNOW ALL MEN BY THESE PRESENTS, that NORIN MORT-

GAGE CORP., a Delaware corporation authorized to do business in the State of Florida, hereinafter called the Grantor, hereby gives, grants and conveys unto HAMPSTEAD COURT, INC., a Florida corporation, its successors and assigns, hereinafter called the Grantee, whose address is

5801 North Atlantic Avenue, Cape Canaveral, Florida 32920, an Easement for the use and benefit of the Grantee and those persons designated by the Grantee, over the lands described in Schedule "A" attached hereto, for purposes of pedestrian and vehicular ingress and egress to and from lands lying adjacent thereto and owned by the Grantee.



This Easement may be used by the Grantor for the same purposes for which it is being given to the Grantee.

Dated this 20th day of August, 1976.

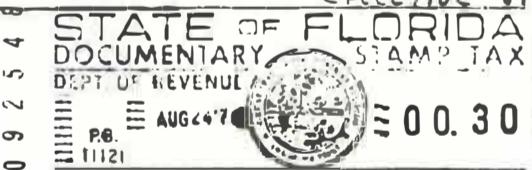


Signed, sealed and delivered in the Presence of:

*Stephen M. Platt*  
*NRD*

NORIN MORTGAGE CORP.

By *Stephen M. Platt* President



60276 STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 20th day of August, 1976, before me personally appeared Stephen M. Platt as President of NORIN MORTGAGE CORP., a Delaware corporation authorized to do business in the State of Florida, to me known to be the person described in and who executed the foregoing Easement, and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Cocoa Beach, in the County of Brevard and State of Florida, the day and year last aforesaid.

*Stephen M. Platt*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Law,  
My Commission Expires Sept. 27, 1978  
Bonded by American Fire & Casualty Co. -

077411

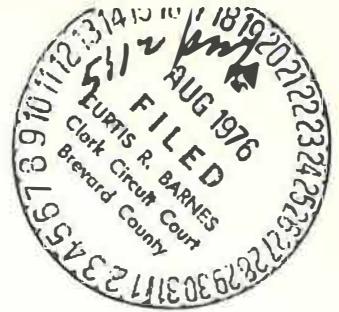
1976 AUG 24 AM 11:57

Easement No. 2

A portion of Lots 13 through 15 inclusive, of Banana River Estates, according to the plat thereof as recorded in Plat Book 10 at Page 1 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of said Lot 13, with the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591 of the Public Records of Brevard County, Florida; thence N 89° 59' 27" W along said South line of Lot 13 for 563.00 feet to the Point of Beginning; thence continue N 89° 59' 27" W along said South line of Lot 13 for 44.00 feet; thence N 00° 09' 00" W for 263.32 feet; thence S 89° 59' 27" E for 24.00 feet; thence S 00° 09' 00" E for 233.32 feet; thence S 89° 59' 27" E for 20.00 feet; thence S 00° 09' 00" E for 30.00 feet to the Point of Beginning, said parcel contains 0.159 acres more or less.

SCHEDULE "A"



RIVER ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That NORIN MORTGAGE CORP., a Delaware corporation authorized to do business in the State of Florida, its successors and assigns, herein-after called the Grantor hereby gives, grants and conveys unto HAMPSTEAD COURT, INC., a Florida corporation, its successors and assigns, herein-after called the Grantee, whose address is 5801 North Atlantic Avenue, Cape Canaveral, Florida 32920, an Easement over lands described in

Schedule "A" attached hereto and made a part hereof, for the use and benefit of the Grantee and those persons designated by the Grantee, for purposes of pedestrian and vehicular ingress and egress to and from the waters of the

Banana River from adjacent lands owned by the Grantee.

Grantee shall have the right, at the sole expense of the Grantee, to construct a fishing pier or river docks, hereinafter referred to as facilities, on, over or about such easement subject to any governmental regulations.

Grantee shall fully maintain such easement and construction at its sole expense. However, in the event condominium units are constructed by the Grantor, its successors or assigns, on property contiguous to said easement, Grantor shall have the right to use said easement and facilities in like manner as granted to the Grantee herein, provided, however, that Grantor contribute to the maintenance only of said easement on a pro rata

basis, as to the ratio of these units to the total number of units using said easement. In the event Grantor elects to utilize the facilities to be constructed by Grantee, then in that event, Grantor shall contribute to the maintenance only of such facilities on a pro rata basis as provided for contribution of maintenance of the easement. Failure to make these contributions shall suspend any right of these owners and/or tenants to use said easement and facilities.

This easement may be used by the Grantor for the same purposes for which it is being given to the Grantee.

Dated this 20th day of August, 1976.

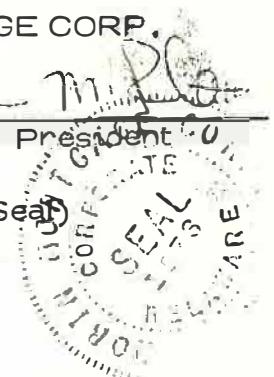
Signed, sealed and delivered in  
presence of:

Stephen M. Platt  
Stephen M. Platt

NORIN MORTGAGE CORP.

By Stephen M. Platt  
Executive Vice President

(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 20th day of August, 1976, before  
me personally appeared STEPHEN M. PLATT as Executive Vice President  
of NORIN MORTGAGE CORP., a Delaware corporation, authorized to do  
business in the State of Florida, to me known to be the person described in  
and who executed the foregoing River Access Easement, and severally ack-  
nowledged the execution thereof to be his free act and deed as such officer  
for the uses and purposes therein mentioned; and that he affixed thereto the  
official seal of said corporation and the said instrument is the act and deed  
of said corporation.

WITNESS my hand and official seal at Cocoa Beach, in the County  
of Brevard and State of Florida, the day and year last aforesaid.

Michael F. Geist  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at large  
My Commission Expires Sept. 27, 1978  
Bonded by American Fire & Casualty Co.

#### SCHEDULE "A"

That part of the South 24.00 feet of Lot 13 of Banana River Estates, according  
to the plat thereof as recorded in Plat Book 10 at Page 1 of the Public Records  
of Brevard County, Florida, which lies west of a line that is 563.00 feet West  
of the West right-of-way line of State Road 401 as said right-of-way line is  
described in Official Records Book 234 at Page 591 of the Public Records of  
Brevard County, Florida.



OFFL REC'S 1653 PAGE 553

RECORDED AND VERIFIED  
Clerk, Circuit Court  
BREVARD COUNTY, FLA

THIS INSTRUMENT WAS PREPARED  
WILLIAM C. IRVIN, Attorney at  
320 N. ATLANTIC AVE. COCOA BEACH, FLORIDA

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That HAMPSTEAD COURT, INC., a Florida corporation, hereinafter called the Grantor, hereby gives, grants and conveys unto NORIN MORTGAGE CORP., a Delaware corporation authorized to do business in the State of Florida, its successors and assigns, hereinafter called the Grantee, whose address

is 12100 N. E. 16th Avenue, North Miami, Florida, 33161, an Easement for the use and benefit of the Grantee and those persons designated by the Grantee, over the lands described in Schedule "A" attached hereto for purposes of pedestrian and vehicular ingress and egress to and from lands lying adjacent thereto and owned by the Grantee.

This Easement may be used by the Grantor for the same purposes for which it is being given to the Grantee.

Dated this 20th day of August, 1976.

1672081

Signed, sealed and delivered in the presence of:

Jacques M. Gauthier  
JMK

HAMPSTEAD COURT, INC.

By Jacques M. Gauthier  
President

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 20th day of August, 1976 before me personally appeared JACQUES M. GAUTHIER, as President of HAMPSTEAD COURT, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing Access Easement, and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation and the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Cocoa Beach, in the County of Brevard and State of Florida, the day and year last aforesaid.

Jacques M. Gauthier  
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Sept. 27, 1978  
Banded by American Fire & Casualty Co.



1672540

077410

1976 AUG 24 AM 11:57

SCHEDULE "A"

A portion of Lots 16 and 17 of Banana River Estates, according to the plat thereof as recorded in Plat Book 10 at Page 1 of the Public Records of Brevard County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of Lot 13 of said Banana River Estates, with the West right-of-way line of State Road 401 as said right-of-way line is described in Official Records Book 234 at Page 591 of the Public Records of Brevard County, Florida; thence N 00° 09' 00" W along said West right-of-way line for 378.00 feet to the Point of Beginning; thence continue N 00° 09' 00" W along said West right-of-way line for 100.00 feet; thence N 89° 59' 27" W for 46.00 feet; thence S 00° 00' 33" W for 100.00 feet; thence S 89° 59' 27" E for 46.28 feet to the Point of Beginning, said parcel contains 0.106 acres more or less.

jl

Please attach to your copy of Declaration

AMENDMENT TO ARTICLE 13, DECLARATION OF CONDOMINIUM OF  
HIDDEN HARBOR CONDOMINIUM

An owner may at his own expense install a combination storm door/screen door at the main entrance to his unit. Door will be of a standard design selected and approved by the Board of Administration. Owner will retain title to the door and perform all maintenance thereon. If an owner fails to maintain door, HHOA shall have the right to maintain or remove the door at owner's expense.

419545

1980 APR 10 AM 11:42

Before me appeared C. K. Palmer as President of Hidden Harbor Home Owners' Association, well known to me, who presented an amendment to Article 13 of the Declaration of Condominium of Hidden Harbor Condominium to add the above wording, declaring same to be a true copy of the amendment approved in writing by the prescribed majority of the member of record during the period February - March 1980. Said amendment to be filed and recorded according to the laws of the State of Florida.

Witness, my hand and official seal in the County of Brevard and State of Florida this 3rd day of April 1980.

John Joseph West III  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Nov. 27, 1981  
Banded by American Fire & Casualty Company

C. K. Palmer

OFF. REC.

2229

PAGE

HIDDEN HARBOR OWNERS ASSOCIATION INC.

BOARD OF ADMINISTRATION

SPECIFICATION - 001

ENCLOSURE OF PORCHES AND PATIOS

GENERAL

1. Under the authority of the amendment to paragraph 13 of Declaration of a Condominium, dated February 13, 1981, an owner may, at his/her own expense, enclose the porch or patio, limited common element associated with his/her unit.
2. This specification sets out the details of: parts, size, quality and performance by which the enclosure may be effected. It also outlines the procedures for installation.

DIMENSIONS OF PATIO OR PORCH TO BE ENCLOSED

TWO BEDROOM TYPE OF UNIT

LARGE (FRONT) WALL

3. Width (measured from wall at corner to adjoining unit).  
16 feet 1/2 inch  $\pm$  2 inches.
4. Height (measured from floor to ceiling).  
8 feet 4 1/2 inches  $\pm$  2 inches.
5. Height (measured from floor to the top of screened opening).  
7 feet 8 3/4 inches  $\pm$  2 inches.
6. Height (measured from floor to the bottom of screened opening).  
6 inches  $\pm$  2 inches.

LARGE (FRONT) SCREENED OPENING

7. Width  
15 feet 11 inches  $\pm$  2 inches.
8. Height  
7 feet 2 inches  $\pm$  2 inches.

SMALL (END) SCREENED IN OPENING (ONE ONLY)

9. Width

6 feet 6 inches  $\pm$  2 inches.

10. Height

7 feet 2 inches  $\pm$  2 inches.

THREE BEDROOM TYPE OF UNIT

LARGE (FRONT) WALL

11. Width (measured from corner to corner inside).

16 feet 4 inches  $\pm$  2 inches.

12. Height (measured from floor to ceiling).

8 feet 4 1/2 inches  $\pm$  2 inches.

13. Height (measured from floor to the top of screened opening).

7 feet 8 3/4 inches  $\pm$  2 inches.

14. Height (measured from floor to the bottom of the screened opening).

6 inches  $\pm$  2 inches.

LARGE (FRONT) SCREENED IN OPENING

15. Width

16 feet  $\pm$  2 inches.

SMALL (END) SCREENED IN OPENINGS (TWO)

17. Width

6 feet 8 inches  $\pm$  2 inches.

18. Height

7 feet 2 inches  $\pm$  2 inches.

GENERAL CONSTRUCTION OF ALL SCREENED IN OPENINGS

19. All the screened in openings are formed by the use of wood materials commonly referred to as "2" by 2". The actual measurements by these wood pieces is approximately 1 1/2" X 1 3/4". These 2" by 2" wood pieces

## GENERAL CONSTRUCTION OF ALL SCREENED IN OPENING (continued)

form the outside perimeter of all openings, mounted on a 1 inch thick wood piece, approximately 6 inches wide at the base and top, and a similar piece of wood at each end, approximately 3 1/2 inches wide at the ends of each opening.

20. This existing frame provides a suitable base if properly widened and supported, on the interior, on which standard patio/porch doors may be mounted or installed approximately 8 inches above the patio/porch floor.

21. The large (front), screened in openings in all units are divided into four separate screened in openings by three separate vertically installed uprights of 2" by 2" wood pieces. This constitutes four separate rectangular areas approximately 46 inches wide by 83 inches high. This basic frame lends itself very favorably to the installation of standard sized patio doors/panels 47 inches wide by 80 1/2 inches high.

22. The small (end) openings are divided into two screened in areas 37 inches wide and 83 inches high. These may be filled with two glass panels or glass doors of a total width of 5 feet 11 1/8 inches wide and 80 1/2 inches high; using an approximately 8 3/4 inch space at one end.

23. Around the interior of all screened in openings is a 2 inch by 4 inch horizontally installed piece of wood; this piece is installed on the inside. This piece serves as a brace for the 2" by 2" uprights and as a safety bar. Throughout the remainder of this specification it will be referred to as "The Safety Bar".

### AUTHORITY TO INSTALL PATIO/PORCH ENCLOSURES

24. Declaration of Condominium of Hidden Harbor authorizes any owner who may wish to do so, at his/her own expense, to install glass enclosures, sliding and removable, on the interior surfaces of the limited common element associated with his/her unit.

### LIMITATIONS TO THIS AUTHORITY

25. Any installation SHALL comply with the specifications in this document. No other authority is required for any owner of a unit within "Hidden Harbor Condominium" to install enclosures to the owner's unit patio/porch.

### BUILDING PERMITS

26. No building permit is required for the installation of the enclosure, provided the enclosure conforms to this specification requirements.

### GLASS REQUIREMENTS

27. The quality of glass SHALL comply with Table 2706 of the Standard Building Code. Code requires 25 pounds per square foot (average 75-95 m.p.h.).

## GLASS REQUIREMENTS (continued)

28. Fully tempered, clear glass is the only material authorized by this specification for enclosure of the patio area. Only reflecting type thermal screen may be used as sun screen on the inside of the glass panels.

## DOOR ASSEMBLY

29. The door assembly SHALL comply with building code specification ANSI - Z97.1.

30. Only horizontal sliding glass door frames are authorized by this specification.

31. Door frames shall be manufactured of heavy gauge 6063 - T5 extruded aluminum. The door frame and panel SHALL be stripped with poly pile and vinyl weather stripping.

32. Exterior surfaces SHALL be anodized finish.

33. Mill finished exterior surfaces are specifically NOT approved by this specification.

34. Heavy duty, adjustable, sealed ball bearing rollers SHALL be installed in sliding glass door frames. Frames and panel members SHALL present a neat appearance and watertight joints.

35. Door frames SHALL be equipped with latch type locks. Key locks are optional at owner's discretion.

36. All door frames or panels SHALL be easily hand removable for cleaning or maintenance.

## MATERIAL

37. The following materials are authorized for installation:

(a) Front opening glass panels and door assembly per paragraphs 27 thru 36.

Four panel, overall height 6 feet 8 1/2 inches. Overall width 15 feet 11 1/4 inches.

(b) End opening glass panels and door assembly per paragraphs 27 thru 36.

Two panel, overall height 6 feet 8 1/2 inches. Overall width 6 feet.

(c) Lag screws with lead anchors shall be used as fasteners in solid concrete. Toggle bolts shall be used as fasteners into masonry (concrete block). Wood screws or nails may be used as fasteners in wood structure.

MATERIAL (continued)

- (d) Rubber or silicone caulking shall be used at all frame to structure interfaces, and between all spacers and frame.
- (e) PVC pipe shall be used to extend porch drains thru the wood base structure.

38. Any of the materials listed in paragraph 37 are approved by this specification.

INSTALLATION

39. Installation shall be made with the base of the sliding glass door track mounted on a solid or laminated, pressure treated wood base structure level with the bottom of the screened in opening. This treated wood base must be anchored to the bare concrete floor with lag screws set in lead anchors to a depth not less than 1". A silicone or rubber base caulking (sealing) material must be used between the concrete floor and the wood base. The base shall not be set on top of any existing carpeting. Carpeting must be removed from directly beneath the wood base to ensure a leak-proof seal between the wood base and the bare concrete. Front opening panels (doors) shall be installed at the level of the bottom of the screened opening with a minimum use of pressure treated wood spacers necessary to level and tightly enclose the front screened in opening.

Vertical (upright) end pieces required for door frame installation shall, if mounted directly to masonry (concrete block in building wall), be anchored with toggle bolts. Where framing is mounted on existing wood screen frame, nails may be used. However, under either circumstance, a silicone or rubber base caulking (sealing) material shall be used between the frame and the structure to which it is being mounted to ensure a leak-proof seal. End opening panels (doors) shall be installed at the level of the bottom of the screened in opening with a minimum use of pressure treated wood necessary to level and tightly enclose the end screened opening. If porch has a screen door, panels on the end opening shall be installed on porch floor, leaving approximately 13 inches at top of screened opening that will require a pressure treated wood spacer or framed removable tempered glass windows to fill the gap.

40. The "Safety Bar" may be removed during the installation and re-installed, inset between the 2" by 2" uprights at the same height as the original installation.

41. When the method of installation requires the installation of a "spacer" at the top, bottom or end openings of the screened in openings, and when the exposed surface is greater than 1 inch, it SHALL be painted with a color to conform to the paint on the existing structure.

SUPPLIERS

42. Owners SHALL have the option of selecting the supplier of their choice. The manager of "Hidden Harbor" shall maintain a list of current suppliers of the products required for this installation.

INSTALLATION

43. Owners SHALL have the option of selecting the installer of their choice; and shall also have the option of selecting the type of installation of their choice provided the type of installation is in compliance with this specification. The managers of "Hidden Harbor" shall maintain a list of installers who are prepared to undertake this work.

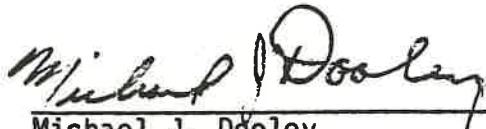
APPROVAL

44. This specification is approved by the Board of Administration at a meeting held 11 February 1981.

Dated 18 February 1981



Cornelius K. Palmer  
President, "Hidden Harbor"  
Board of Administration



Michael J. Dooley  
Secretary-Treasurer,  
"Hidden Harbor"  
Board of Administration



AMENDMENT TO ARTICLE 13, DECLARATION OF CONDOMINIUM OF  
HIDDEN HARBOR CONDOMINIUM

Add the following wording:

"An owner may, at his own expense, enclose the porch or patio limited common element associated with his unit. The enclosure must be of a uniform standard design and installation selected and approved by the Board of Administration. Owner will retain title to enclosure as personal property installed on the limited common element. Owner may sell the enclosure with his unit or restore porch or patio to original condition. Unit owner is responsible for all maintenance on enclosure and shall maintain liability and casualty insurance coverage on enclosure. The association assumes no liability for damage or injury associated with enclosure, and owner shall be solely responsible for damage or injury associated with enclosure. If owner fails to maintain enclosure, the association shall have the right to maintain or remove the enclosure at owner's expense."

509333

1981 FEB 13 AM 11:51

Before me appeared C. K. Palmer as President of Hidden Harbor Home Owners' Association, well known to me, who presented an amendment to Article 13 of the Declaration of Condominium of Hidden Harbor Condominium to add the above wording, declaring same to be a true copy of the amendment approved in writing by the prescribed majority of the members of record during the period February - March 1980. Said amendment to be filed and recorded according to the laws of the State of Florida.

Witness my hand and official seal in the County of Brevard and State of Florida this 5th day of January 19 81.

*Frank F. Bluestone*  
Notary Public OFF. REC.

*C. K. Palmer*  
C. K. Palmer  
Notary Public, State of Florida At L  
My Commission Expires Mar. 12, 1981  
Bonded By SAFECO Insurance Company of America

Glorye B. Masters Mgt. 5801 N. Atlantic Ave #708  
Cape Canaveral, Fla. 32920

## CONDOMINIUM ASSOCIATION RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, under F.S. 718.113(5), the Association shall adopt hurricane shutter specifications that shall include color, style and other factors deemed relevant by the Board.

Jane Bender moved and Debora W. Lakin seconded the following motion which was introduced at a duly called meeting of the Board of Directors. REC FEE 15.00 CLES. 165 # PGS. 3 # NAMES. 3 REC'D. 7/16/92 FILED 7/16/92 INT TAX "C" 15.00 EXCISE TAX 0.00 SERV CHRG 0.00 REFUND 0.00 ANV. 0.00 VERIFIED 0.00

### BE IT RESOLVED:

#### General

Hurricane Shutters are prohibited, except as same may be approved by the Board in accordance with these requirements, rules and regulations.

In this Resolution the use of the reference "Association" means Ward 1 Home Owners Association.

#### 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 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.
3. Within twenty (20) days subsequent to receipt of the written request and accompanying documentation, the Board shall either approve or disapprove the proposed installation of the Hurricane Shutters.

#### Insurance Requirements

1. No contractor shall begin work or install material unless contractor has obtained Public Liability Insurance, including completed operations, in an amount not less than \$1,000,000.00, Workers' Compensation Insurance in an amount not less than \$500,000.00, and Automobile Liability Insurance, including non-owned automobiles, in an amount not less than \$500,000.00. 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 as an additional insured.

2. All insurance policies shall contain a clause requiring a minimum of ten (10) days prior notification to the Association 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 on the certificate.

### Unit Owner Responsibilities

1. Unit Owner agrees to 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 to inspect the shutters, as necessary, to ensure compliance with the Association's Rules.
2. Unit Owner assumes all responsibility for obtaining all necessary Building Permits. Unit Owner is also responsible for adherence and compliance to applicable building codes.
3. Unit Owner agrees to construct 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, 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 hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the condominium unit referred to herein in order to secure payment of any such 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 condominium assessments.
4. Unit Owner agrees to 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 and maintenance of the Hurricane Shutters .
5. Unit Owner agrees to 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 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 Records of \_\_\_\_\_ County, Florida.

Adopted by the Board of Directors of \_\_\_\_\_,  
\_\_\_\_\_, County, Florida, this 20 day of 1992,

UNSUITABLE  
FOR  
MICROFILM

Corporate Seal/Stamp

Condominium Association

Date: 1/1/92 By: David M. Steele

(President)

Date: 1/1/92 By: Delores A. Wilkins

(Secretary)

STATE OF FLORIDA )  
COUNTY OF BREVARD ) SS:  
)

BEFORE ME, the undersigned authority, personally appeared Velma A. Welling-Sac. & Jane M. Bender - Pres. and J, and they severally acknowledged before me that they freely and voluntarily executed the same. He/She/They is/are personally known to me or has produced (type of identification) \_\_\_\_\_ as identification and did take an oath.

WITNESS my hand an official seal in the County and State last aforesaid, this 31<sup>st</sup> day of

March , 19 92

~~Notary Public~~

Printed Name: Tunda Lega G. Sa

**My commission expires:**

## TÒNDALEYA G. SAINÉ

PERSONALLY KNOWN  OR PRODUCED IDENTIFICATION   
TYPE OF I.D. PRODUCED \_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 29, 1994  
BONDED THRU AGENT'S NOTARY BUREAU

This Instrument Prepared by  
and Record and Return to:  
John L. Soileau, Esq.  
Watson, Soileau, DeLeo & Burgett, P.A.  
P. O. Box 236007  
Cocoa, Florida 32923-6007

**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM OF  
HIDDEN HARBOR CONDOMINIUM**

Pursuant to Section 718.112(1), Florida Statutes (2011); and the provisions of Article 16 of the Declaration of Condominium of HIDDEN HARBOR CONDOMINIUM, as recorded in Official Records Book 1674, Pages 1 through 57, Public Records of Brevard County, Florida and pursuant to the approval of the Board and members of the Association at a duly-noticed meeting thereof, which was held on March 24, 2011, the Declaration of Condominium is amended as follows:

1. The 5<sup>th</sup> Paragraph of Paragraph 9 of the Declaration is revised to provide as follows:

The record owners of each unit shall be personally liable jointly and severally, to the corporation for the payment of all assessments, regular or special, made by the corporation and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the corporation shall have the right to foreclose its lien for such assessments. Assessments that are unpaid for over thirty (30) after due date shall bear interest from the due date at the highest rate provided by law until paid. The Board of Administration is authorized to impose a late charge not to exceed Twenty-five and 00/00 Dollars (\$25.00) on payments not paid within ten (10) days after the due date. Unless otherwise provided by the Board, the due date of monthly assessments shall be the first day of each month.

**CERTIFICATE OF ASSOCIATION**

The undersigned, as President of Hidden Harbor Condominium Association Inc., hereby certifies the foregoing Amendment to the Declaration of Condominium was adopted by the membership of the Association at a duly called meeting held on March 24, 2011.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its name and by its President this 16<sup>th</sup> day of MAY, 2011, for purposes of recording in the Brevard County Public Records as required by the Florida Condominium Act.

WITNESSES:

Barry J. Hayes  
Print Name: Barry Hayes

Ted Warwick  
Print Name: Ted Warwick

HIDDEN HARBOR CONDOMINIUM  
ASSOCIATION, INC., a Florida

corporation

Richard Kleinhans  
President: RICHARD T KLEINHANS

Address: 5801 W. ATLANTIC AVE #608  
CAPE CANAVERAL, FL  
32920-3939

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of MAY,  
2011, by Richard Kleinhans, President of Hidden Harbor Condominium Association Inc., on  
behalf of the corporation who produced \_\_\_\_\_ as identification and did not take an  
oath.



Michelle Dugan  
NOTARY PUBLIC, State of Florida  
My Commission Expires: 01-21-2012