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HC
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Scott Ellis

Clerk Of Courts, Brevard County

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INDEX TO DECLARATION OF CONDOMINIUM

OF

BAYPORT CONDOMINIUMS

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EXHIBIT 1 TO THE PROSPECTUS

**OF****BAYPORT CONDOMINIUMS**

BAYPORT, L.L.C., a Florida Limited Liability Company, hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium unit ownership for BAYPORT CONDOMINIUMS, consisting 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 receiving and by acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, leasees, 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.

I**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, County of Brevard, and State of Florida, which property is more particularly described as follows; to-wit:

SEE SHEET 2 OF EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF FOR LEGAL DESCRIPTION OF PHASE ONE

and on which property the Developer owns seven (7) buildings containing a total of eighteen (18) residential units and other appurtenant improvements as hereinafter described. Buildings 2, 4, 6 and 10 are triplex buildings containing two (2) one (1) story units and one (1) two (2) story unit with each unit containing a two (2) car garage. Buildings 2, 4, 6, and 10 each contain one (1) Dolphin I type unit which has three (3) bedrooms, two (2) bathrooms and contains approximately 1,507 square feet excluding courtyard; one (1) Sailfish type unit which has three (3) bedrooms, two (2) bathrooms and a powder room and contains approximately 2,501 square feet and one (1) Manatee type unit which has three (3) bedrooms, two (2) baths and contains approximately 1,686 square feet. Buildings 8, 12, and 14 are duplexes each of which contains one (1) Dolphin I type unit and one (1) Dolphin II type unit. Each unit contains a two (2) car garage. Each Dolphin I unit has three (3) bedrooms, two (2) baths and contains approximately 1,507 square feet excluding the courtyard. Each Dolphin II type unit has three (3) bedrooms, two (2) baths and contains approximately 1,507 square feet excluding the courtyard. The graphic description of each floor of Buildings 2, 4, 6, 8, 10, 12 and 14 are shown on Sheets 36 through 40 inclusive of Exhibit "A" to the Declaration of Condominium. For legal description, survey and plot plan of the condominium see Exhibits A and B to the Declaration of Condominium. The Developer estimates that Phase One of the Condominium will be completed on or before May 31, 2005. The Developer is obligated to construct Phase One of the condominium only.

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of unit owners thereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and Rules of Incorporation of BAYPORT CONDOMINIUMS ASSOCIATION OF BREVARD, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms in this Declaration and exhibits hereto unless other definitions are specifically set forth.



II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

- A. Attached hereto and made a part hereof, and marked Exhibit A consisting of 43 pages and marked Exhibit B consisting of 14 pages, are boundary surveys of the entire premises of which Phases One, Two, Three, Four, Five and Six is a part, boundary surveys of each phase, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements in which units are located, and plot plans thereof, identifying the units, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

CAMPBELL SURVEYING & MAPPING OF BREVARD, INC.

By: John R. Campbell

Professional Land Surveyor

No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each unit is identified and designated by a specific number. No unit bears the same numerical designation as any other unit. The specific numbers identifying each unit are listed on Sheets 4 through 10 of Exhibit "A" attached to this Declaration of Condominium.

The units to be located on the lands described in Sheets 2 through 7 inclusive of Exhibit "B", contemplated as constituting all phases, are not substantially completed but are merely proposed. The time period within which the units in Phase One must be completed is within twenty-four (24) months from the date of recording this Declaration of Condominium. All phases must be added to the Condominium within seven (7) years from the date of recording of this Declaration of Condominium. The Developer is not obligated to construct any phases other than Phase One.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LANDS MAY BE ADDED TO THIS CONDOMINIUM.

Without the consent of any unit owner, the Developer, or its successor in title to all or any portion of Phase Two shown on the plans referred to in the exhibits hereto, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase Two on which will be constructed the Phase Two improvements identified in the exhibits hereto, and from and after the recording of such amendment or amendments, the condominium shall include Phase Two.

Without the consent of any unit owner, the Developer, or its successor in title to all or any portion of Phase Three shown on the plans referred to in the exhibits hereto, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase Three on which will be constructed the Phase Three improvements identified in the exhibits hereto, and from and after the recording of such amendment or amendments, the condominium shall include Phase Three.

Without the consent of any unit owner, the Developer, or its successor in title to all or any portion of Phase Four shown on the plans referred to in the exhibits hereto, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase Four on which will be constructed the Phase Four improvements identified in the exhibits hereto, and from and after the recording of such amendment or amendments, the condominium shall include Phase Four.

Without the consent of any unit owner, the Developer, or its successor in title to all or any portion of Phase Five shown on the plans referred to in the exhibits hereto, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all



of said Phase Five on which will be constructed the Phase Five improvements identified in the exhibits hereto, and from and after the recording of such amendment or amendments, the condominium shall include Phase Five.

Without the consent of any unit owner, the Developer, or its successor in title to all or any portion of Phase Six shown on the plans referred to in the exhibits hereto, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase Six on which will be constructed the Phase Six improvements identified in the exhibits hereto, and from and after the recording of such amendment or amendments, the condominium shall include Phase Six.

The above described Phases may be added to the Condominium in the Developer's sole discretion.

The Developer intends to construct a maximum of 106 condominium units if all phases are added to the condominium.

The Developer, or any successor in title, shall have the right, prior to the execution and recording of the respective amendments, to change the size, layout and location, and to make non-material changes in the legal description of a phase. No amendment shall be effective until recorded in the Public Records of Brevard County.

BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.

The Developer's current plan is to construct seven (7) residential buildings in Phase One, six (6) residential buildings in each of Phase Two and Three, three (3) residential buildings in Phase Four and one (1) residential building in each of Phases Five and Six. The maximum number of Residential buildings in any future phase is seven (7) and the minimum number of Residential buildings is one (1). Residential buildings and units which may be added to the condominium may be substantially different from the buildings and units in Phase One of the Condominium. The Developer may alter the size, location and layout of any unit in Phases Two, Three, Four, Five and Six of the Condominium. The minimum size of any unit and the patios or balconies shall be 600 square feet and the maximum size of any unit and the patios or balconies shall be 6000 square feet in Phases Two, Three, Four, Five and Six. The maximum number of bedrooms in a unit is six (6) and the minimum number is one. The maximum number of bathrooms in a unit is six (6) and the minimum number is one. Each of these buildings will contain a minimum of one (1) residential floor, although each building may contain more residential floors depending upon the number of units and the type of units the Developer may build. The Developer has no obligation to construct or add Phases Two, Three, Four, Five and Six to the Condominium.

Each unit's percentage ownership in the common elements as each phase is added is determined by a fraction, the numerator of which is one and the denominator of which is the total number of units submitted to Condominium. This fraction will determine each unit's proportion of ownership in the common elements, manner of sharing common expenses, and ownership of the common surplus as additional units are added to the Condominium by the addition of additional phases, if any.

The minimum and maximum number of units in Phase One is eighteen (18) units. The maximum number of units in Phase Two is fifteen (15) and the minimum number of units is twelve (12) units. The maximum number of units in Phase Three is sixteen (16) and the minimum number of units is thirteen (13). The maximum number of units in Phase Four is nine (9) and the minimum number of units is eight (8). The maximum number of units in Phases Five and Six is twenty-four (24) and the minimum number of units is twenty (20) in each phase.

Unless and until a further amendment to this Declaration is recorded adding to the Condominium another Phase, each Phase One unit owner will own an undivided one-



eighteenth (1/18) share in the common elements. Assuming all phases are added to the condominium, the phases are added in order, and the maximum number of units are added in each phase then the following statements will be true. If Phase Two is added to the Condominium, each unit owner in Phase One and Two will own an undivided one-thirty-third (1/33) share in the common elements. If Phase Three is added to the Condominium, each unit owner in Phases One, Two and Three will own an undivided one-forty-ninth (1/49) share in the common elements. If Phase Four is added to the Condominium, each unit owner in Phases One, Two, Three and Four will own an undivided one-fifty-eight (1/58) share in the common elements. If Phase Five is added to the Condominium, each unit owner in Phases One, Two, Three, Four and Five will own an undivided one-eighty second (1/82) share in the common elements. If Phase Six is added to the Condominium, each unit owner in Phases One, Two, Three, Four, Five and Six will own an undivided one-one-hundred sixth (1/106) share in the common elements. The Developer may add the Phases to the Condominium in any order that he elects in its sole discretion.

Initially, there shall be a total of fourteen (18) votes to be cast by the owners of the condominium units. Assuming all phases are added to the condominium, the phases are added in order, and the maximum number of units are added in each phase then the following statements will be true. If Phase Two is added to the Condominium, there shall be a total of thirty-three (33) votes to be cast by the owners of the condominium units. If Phase Three is added to the Condominium, there shall be a total of forty-nine (49) votes to be cast by the owners of the condominium units. If Phase Four is added to the Condominium, there shall be a total of fifty-eight (58) votes to be cast by the owners of the condominium units. If Phase Five is added to the Condominium, there shall be a total of eighty-two (82) votes to be cast by the owners of the condominium units. If Phase Six is added to the Condominium, there shall be a total of one-hundred six (106) votes to be cast by the owners of the condominium units. The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If Phases Two, Three, Four, Five and Six are not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph. The recreational areas and facilities are described on Sheet 6 of the Prospectus. The swimming pool and cabana are in Phase One of the Condominium. See the Prospectus for a description of these areas and facilities. The Developer reserves the right to expand the recreational facilities without the consent of the unit owners or the Association. Timeshare estates shall not be created with respect to units in any phase.

- B. (1) The Developer does hereby establish and create for the benefit of each of Phases Two, Three, Four, Five and Six and does hereby give, grant and convey to each and every individual and business, or other entity hereafter owning any portion of Phases Two, Three, Four, Five and Six the following easements, licenses, rights and privileges:
- (a) Right-of-way for ingress and egress, by vehicle or on foot, in, to, upon over and under the streets, driveways and walks in Phase One (as shown on Sheet 2 of Exhibit "A" annexed hereto and as they may be built or relocated in the future), between the roadway bounding the condominium and Phases Two, Three, Four, Five and Six for all purposes for which streets, driveways and walks are commonly used, including the transportation of construction materials for use in Phases Two, Three, Four, Five and Six and the Association shall maintain and repair all streets, driveways and walks in Phase One; and
 - (b) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase One, (as the same may be from time to time relocated) all of which shall be maintained and repaired by the Association.
 - (c) The right to make use of such recreational facilities that are located in Phase One non-exclusively with the owners from time to time of Phases Two, Three, Four, Five and Six or any parts thereof, their tenants, and the



immediate families of such tenants and their guests, who are residents in occupancy of units in Phases Two, Three, Four, Five and Six.

(2) The easements, licenses, rights and privileges established, created and granted by the provisions of this subparagraph B, shall be for the benefit of and restricted solely to the owners from time to time of Phases Two, Three, Four, Five and Six or any parts thereof, their tenants, and the immediate families of such tenants and their guests who are residents in occupancy of units in Phases Two, Three, Four, Five and Six for the duration of their tenancies; but the same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of Phase One other than the driveways, walks, parking spaces, utility and drainage lines, sewers, conduits, wires, pipes and conduits.

(3) The Phase One unit owners, and each of them, for themselves, their heirs, administrators, executors, successors and assigns, (and/or the Association) shall through BAYPORT CONDOMINIUMS ASSOCIATION OF BREVARD, INC., maintain and repair, at their sole cost and expense, those portions of Phase One which are subject to the easements, licenses, rights and privileges described in this subparagraph B to the Declaration.

C. (1) The Developer does hereby establish and create, and does hereby give, grant and convey to each and every individual and business, or other entity hereafter owning any portion of Phases One, Two, Three, Four, Five and Six inclusive, those easements, licenses, rights and privileges, as are applicable to Phases One, Two, Three, Four, Five and Six as follows:

(a) As appurtenant to and benefitting Phase One.

(i) Right-of-way for ingress and egress, by vehicle or on foot in, to, upon, over and under the streets, driveways and walks in Phases Two, Three, Four, Five and Six when constructed (and as they may be built or relocated in the future), for all purposes for which streets, driveways and walks are commonly used; and

(ii) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase Two, Three, Four, Five and Six (as the same may be from time to time relocated); and

(b) As appurtenant to and benefitting Phase Two.

(i) Right-of-way for ingress and egress, by vehicle or on foot in, to, upon, over and under the streets, driveways and walks in Phases Three, Four, Five and Six when constructed (and as they may be built or relocated in the future), for all purposes for which streets, driveways and walks are commonly used; and

(ii) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase Three, Four, Five and Six (as the same may be from time to time relocated); and

(c) As appurtenant to and benefitting Phase Three.

(i) Right-of-way for ingress and egress, by vehicle or on foot in, to, upon, over and under the streets, driveways and walks in Phases Two, Four, Five and Six when constructed (and as they may be built or relocated in the future), for all purposes for which streets, driveways and walks are commonly used; and



- (ii) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phases Two, Four, Five and Six (as the same may be from time to time relocated); and
- (d) As appurtenant to and benefitting Phase Four.
 - (i) Right-of-way for ingress and egress, by vehicle or on foot in, to, upon, over and under the streets, driveways and walks in Phases Two, Three, Five and Six when constructed (and as they may be built or relocated in the future), for all purposes for which streets, driveways and walks are commonly used; and
 - (ii) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phases Two, Three, Five and Six (as the same may be from time to time relocated); and
- (e) As appurtenant to and benefitting Phase Five.
 - (i) Right-of-way for ingress and egress, by vehicle or on foot in, to, upon, over and under the streets, driveways and walks in Phases Two, Three, Four and Six when constructed (and as they may be built or relocated in the future), for all purposes for which streets, driveways and walks are commonly used; and
 - (ii) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phases Two, Three, Four and Six (as the same may be from time to time relocated); and
- (f) As appurtenant to and benefitting Phase Six.
 - (i) Right-of-way for ingress and egress, by vehicle or on foot in, to, upon, over and under the streets, driveways and walks in Phases Two, Three, Four and Five when constructed (and as they may be built or relocated in the future), for all purposes for which streets, driveways and walks are commonly used; and
 - (ii) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phases Two, Three, Four and Five (as the same may be from time to time relocated); and

The Association shall maintain and repair the streets, driveways, walks, underground utility lines, pipes, conduits, sewers, drainage lines and the recreational facilities located in the common elements. The owners of phase land not added to the Condominium shall have a right to enforce the duty of the Association to maintain and repair such facilities as described herein.

(2) Unless and until Phases Two, Three, Four, Five and Six have been added to the condominium, the Developer or any successor in title to Phase One, shall have the right to charge owners of Phases Two, Three, Four, Five and Six a fair and equitable fee to be shared with the owners of Phase One until Phases Two, Three, Four, Five and Six are added to the condominium, if ever, for the cost of maintaining and keeping in good order, condition and repair those recreational facilities as have been constructed in Phase One. The owner of any phase land not submitted to Condominium not paying the fee when due shall lose the privilege



of using the recreational facilities until his account is brought current. This paragraph shall not apply to any condominium unit owner who may not be denied the privilege of using the recreational facilities for failure to pay maintenance fees under the Florida Condominium Act.

(3) The easements, licenses, rights and privileges established, created and granted by Developer pursuant to the provisions of this subparagraph C shall be for the benefit of, and restricted solely to, the owners from time to time of each of the phases so benefitted, or any parts thereof, their tenants, and the immediate families of such tenants and their guests, who are residents in occupancy of units in each of the phases so benefitted, for the duration of their tenancies, but the same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of each Phase other than as hereinabove provided in this subparagraph C.

- D. In the event of a taking under the power of eminent domain of all or any part of Phases One, Two, Three, Four, Five or Six, that portion of the award attributable to the value of any land within the phase so taken shall be payable only to the owner or owners in fee thereof, and no claim thereon shall be made by the owners of any phase, or parts thereof, not so taken, provided, however, the owners of any phase, or parts thereof, not so taken may file collateral claims with the condemning authority, over and above the value of the land in any phase so taken, to the extent of any damage suffered by a phase not taken resulting from the loss of the easements, licenses, rights and privileges so taken; and provided further, however, that the owners of the phase so taken, to the maximum extent possible, shall promptly repair and restore the remaining portion of the phase so taken and affected by said easements, licenses, rights and privileges as nearly as practicable to the condition they were in immediately prior to such taking and without contribution from the owners of those phases not so taken, but if the net proceeds of such award are insufficient to pay the costs of such restoration and repair, the owner or owners of the phases not so taken shall contribute the new awards, if any, received by them to the extent necessary to make up such deficiency. The easements, licenses, rights and privileges affecting the land in those phases made subject to a taking shall remain in full force and effect on the remaining portion of the phase, as repaired and restored. The provisions of this subparagraph D do not control, and shall be wholly inapplicable to, the rights of any unit owners in any phase that has been added to the condominium by amendment to the Declaration.
- E. Each of the easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land. The provisions of this Article II may not be abrogated, modified or rescinded in whole or in part other than with the consent of the owner or owners of Phases One, Two, Three, Four, Five and Six and of all mortgagees under any mortgages covering all or any part of Phases One, Two, Three, Four, Five and Six, evidenced by a declaration in writing, executed and acknowledged by all said owners and mortgagees and duly recorded in the Public Records of Brevard County. However, in the event all phases shall be included in the condominium, the provisions of subparagraphs B, C and D of this Article II shall become null and void, just as if never entered into and without the necessity for the execution of any further documents, whereupon the common elements of the condominium shall expressly include within its meaning, in addition to the items as listed in the Florida Condominium Act and those items heretofore set forth in this Declaration, non-exclusive cross-easements for ingress, egress, and the installation and maintenance, repair and replacement of all utility and drainage lines serving any of the units of the condominium, but the provisions contained in subparagraph A of this Article II shall not be so rendered null and void, and, to the extent applicable, shall remain in full force and effect.

III

OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each unit shall own, as an appurtenance to the ownership of each said unit, an undivided one-eighteenth (1/18) share of all common elements of



the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common elements shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separate from the 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 an undivided one-eighteenth (1/18) interest in all common elements of the condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida as it exists now or hereafter until this condominium unit 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 elements subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units owned by the Developer in order that the said units may be used together as one (1) integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over streets, walks, terraces and other common elements 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 complex, to the use and enjoyment of all public portions of the buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common elements.

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 elements shall be subject to a perpetual easement in gross granted to BAYPORT CONDOMINIUMS CONDOMINIUM ASSOCIATION, INC., and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein. The Association shall have the right to grant utility easements under, through or over the common elements and such other easements as the Board, in its sole discretion, shall decide. The consent of the unit owners to the granting of any such easement shall not be required.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each such unit owner's share of the ownership of the common elements, that is one-eighteenth (1/18).

IV

UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The units of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the units, the boundaries of the units are more specifically shown in Exhibit "A", attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units, while the upper and lower boundaries of the units, relating to the elevations of the units, are shown in notes on said plan. A "unit" means a part of the condominium property which is subject to exclusive ownership the construction of



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which is substantially completed as evidenced by the issuance of a Certificate of Occupancy or its equivalent by the appropriate governmental agency.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. 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 an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant.

Unit owners have the right to transfer garages to other units or unit owners pursuant to Section 718.106(2)(6), Florida Statutes. The transfer will be subject to rules promulgated by the Association.

Any air conditioning and/or heating equipment which exclusively services a Unit shall be a Limited Common Element appurtenant to the Unit it services.

The common elements of the condominium unit consist of all of the real property, improvements and facilities of the condominium other than the units and the limited common elements as the same are hereinabove defined, and shall include easements through the units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units, limited common elements and common elements and easements of support in every portion of a unit 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 the owners of the units.

There are located on the common elements of the condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas.

V

ADMINISTRATION OF CONDOMINIUM BY BAYPORT CONDOMINIUMS CONDOMINIUM ASSOCIATION, INC.

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

The Association shall make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Declaration, By-Laws and other rules governing the condominium, and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

The Association, upon written request from any institutional lenders which have an interest or prospective interest in the condominium, shall furnish within a reasonable time the financial report of the Association required by Section 718.111(13), Florida Statutes, for the immediately preceding fiscal year.

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, Articles of Incorporation and By-Laws of the Association. True and correct copies of the Articles of Incorporation and the By-Laws are attached hereto, made a part hereof, and marked Exhibits C and Exhibit D, respectively.



VI.

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one 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 eighteen (18) votes to be cast by the owners of the condominium units. 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. Where a condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) 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 on 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 Association shall be controlled and governed by the Board of Administration of the Association who are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each director 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 (1) 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 director or directors).

The owners shall place members on the Board or Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units in a condominium that will be operated ultimately by an Association, the unit owners other than a Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association: (a) Three years after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) Three (3) months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven years after recordation of the declaration of condominium, or in the case of an association which may ultimately operate more than one condominium, seven years after recordation of the declaration for the first condominium it operates, or in the case of an association operating a phase condominium created pursuant to Section 718.403, Florida Statutes, seven years after recordation of the declaration creating the initial phase, whichever shall occur first. The Developer is entitled to elect or appoint at least one member of the Board of Administration of an association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

The Developer reserves the right to transfer control of the Association to unit owners other than the developer at any time, in its sole discretion. The unit owners shall take control of the Association if the Developer so elects prior to the time stated in the above schedule.



VII

**COMMON EXPENSES, ASSESSMENTS, COLLECTION
LIEN AND ENFORCEMENT, LIMITATIONS**

The Board of Administration of the Association shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, but not be limited to, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. 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. Each unit owner shall be liable for the payment to the Association of one-eighteenth(1/18) of the common expenses as determined in said budget.

Common expenses include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expense by the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws of the Association. Common expenses also include reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications, and security services, which are reasonably related to the general benefit of the unit owners, even if such expenses do not attach to the common elements or property of the condominium. However, such common expenses must either have been services or items provided from the date the control of the Board of Administration of the Association was transferred from the Developer to the unit owners or must be services or items provided for in the condominium documents or Bylaws.

After adoption of the budget and determination of the annual assessment per unit, as provided in the By-Laws, 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 (1st) day of each month.

Each initial unit owner other than the Developer shall pay at closing a contribution in an amount at least equal to two monthly assessments of the then current monthly assessment for common expenses to the Developer. The present monthly assessment is \$200.00 per month, therefore, the contribution is \$400.00. This contribution shall not be credited as advance maintenance payments for the unit.

The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the board, either be returned to the unit owners or applied as a credit towards future assessments.

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 abandonment of the unit for which the assessments are made.

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

Assessments and installments on them that are unpaid for over thirty (30) days after due date shall bear interest at the maximum rate permitted by law per annum from the due date until paid.



If a payment is more than ten (10) days late, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in Chapter 687 or Section 718.303(3), Florida Statutes.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment for enforcement of the lien. Except as set forth below, the lien shall be effective from and shall relate back to the recording of the original Declaration of Condominium. In the case of lien on a parcel located in a phase condominium created pursuant to Section 718.403, Florida Statutes, the lien is effective from and shall relate back to the recording of the Declaration or amendment thereto creating the parcel. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records in the county in which the condominium parcel is located and shall state the description of the condominium parcel, the name of the record owner, the amount due, the due dates, and the name and address of the Association which is BAYPORT CONDOMINIUMS ASSOCIATION OF BREVARD, INC., 550 Casa Bella Drive, Cape Canaveral, FL 32920. No such lien shall continue for a longer period than one year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. A claim of lien must be signed and acknowledged by an officer or agent of the association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

Notice of Contest of Lien

TO: BAYPORT CONDOMINIUMS ASSOCIATION OF BREVARD, INC.
550 Casa Bella Drive
Cape Canaveral, FL 32920

You are notified that the undersigned contests the claim of lien filed by you on _____, 20_____, and recorded in Official Records Book _____ at Page _____ of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this ____ day of _____, 20____.

Signed: _____
Owner, Agent or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage on real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or any action to recover a money judgment for unpaid assessments.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are



paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his last known address; and upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided above. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the unit owner.

If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the Receiver shall be paid by the party which does not prevail in the foreclosure action.

The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Within fifteen (15) days after request by a unit owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

Any 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 interfere with the sale of such units.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage, unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage.

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.

In addition the Association may accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgage who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. However, the first



mortgagee's liability is limited to a period not exceeding six months, but in no event does the first mortgagee's liability exceed one percent of the original mortgage debt if the first mortgagee joined the Association as a defendant in the foreclosure action. The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. In no event shall the mortgagee be liable for more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or one percent of the original mortgage debt, whichever amount is less.

VIII

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

A. Type and Scope of Insurance Coverage Required

1. Insurance for Fire and Other Perils

The Association shall obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the common elements and limited common elements, (except land, foundation and excavation costs) including fixtures, to the extent they are part of the common elements of the condominium, building service equipment and supplies, and other common personal property belonging to the Association. All references herein to a "master" or "blanket" type policy of property insurance shall denote single entity condominium insurance coverage. Every hazard policy which is issued to protect a condominium building shall provide that the word "building" wherever used in the policy include, but not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the unit was initially conveyed if the original plans and specifications are not available. The word "building" does not include unit floor coverings, wall coverings, or ceiling coverings, and does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in-cabinets. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

The "master" policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the condominium, exclusive of land, foundation, excavation and other items normally excluded from coverage, if available.

The policies may also be issued in the name of an authorized representative of the Association, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor trustee, as insured, for the use and benefit of the individual owners. Loss payable shall be in favor of the Association or insurance trustee, as a trustee, for each unit owner and each such owner's mortgagee. The Association or insurance trustee, if any, shall hold any proceeds of insurance in trust for unit owners and their first mortgage holders, as their interests may appear. Each unit owner and each unit owner's mortgagee, if any, shall be beneficiaries of the policy in the fraction of common ownership set forth in this Declaration. Certificates of insurance shall be issued to each unit owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the Brevard County area and shall name any holder of first mortgages on units within the condominium. Such policies shall provide that they may not be canceled or substantially modified, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.



Policies are unacceptable where: (i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against borrowers, FEDERAL HOME LOAN MORTGAGE CORPORATION, hereinafter referred to as FHLMC, FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter referred to as FNMA, or the designee of FHLMC or FNMA; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

The policies shall also provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against unit owners individually; that the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively; and that the policy is primary in the event the unit owner has other insurance covering the same loss.

The insurance policy shall afford, as a minimum, protection against the following:

- (a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and
- (b) in the event the condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000.00 per accident per location (or such greater amount as deemed prudent based on the nature of the property); and
- (c) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement.

In addition, such policies shall include an "agreed amount endorsement" and, if available, an "inflation guard endorsement."

The Association shall provide, on an individual case basis, if required by the holder of first mortgages on individual units, construction code endorsements (such as a demolition cost endorsement, a contingent liability from operation of building laws endorsement and an increased cost of construction endorsement) if the condominium is subject to a construction code provision which would become operative and require changes to undamaged portions of the building(s), thereby imposing significant costs in the event of partial destruction of the condominium by an insured hazard.

2. Liability Insurance

The Association shall maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association, if available at a reasonable cost. Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. The Association shall provide, if required by the holder of first mortgages on individual units, such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including but not limited to, host liquor liability, employers liability insurance, contractual and all written contract insurance, and comprehensive automobile liability insurance.



3. Flood Insurance

If the condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which floor insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, as follows:

The lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) one hundred (100%) percent of current "replacement cost" of all buildings and other insurable property within such area. Due to circumstances existing in Florida at the present time the Developer believes that the maximum flood insurance coverage that is available is 80% of the full value of the buildings.

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

4. Fidelity Bonds

Blanket fidelity bonds shall be maintained by the Association for all officers, directors, and employees of the Association and all other persons who control or disburse funds of the Association. If a management agent has the responsibility for handling or administering funds of the Association, the Association shall obtain and maintain adequate fidelity bond coverage for the management company, its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums of all bonds required herein shall be paid by the Association as a common expense subject to reimbursement by the management company. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, insurance trustee and the Federal National Mortgage Association, if applicable. Under no circumstances shall the principal sum of the bonds be less than the amount required by Section 718.111(11)(d), Florida Statutes.

5. Errors and Omissions Insurance

The Association shall obtain and maintain for the benefit of the Officers and Directors of the Association a policy or policies of insurance insuring the Association, its officers and directors against liability resulting from the errors and/or omissions of the officers and/or directors in the amount of no less than \$1,000,000.00. Said policy shall also contain an extended reporting period endorsement (a tail) for a two (2) year period.

6. Insurance Trustees; Power of Attorney

The Association may name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee (each of whom shall be referred to herein as "insurance trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

Each unit owner by acceptance of a deed conveying a unit in the condominium to the unit owner hereby appoints the Association, or any insurance trustee or substitute insurance trustee



designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

7. Qualifications of Insurance Carriers

The Association shall use generally acceptable insurance carriers. Only those carriers meeting the specific requirements regarding the qualifications of insurance carriers as set forth in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplements and the FHLMC Sellers Guide shall be used.

8. Condemnation and Total or Partial Loss or Destruction

The Association shall represent the unit owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority. Each unit owner hereby appoints the Association as attorney-in-fact for such purpose.

The Association may appoint a trustee to act on behalf of the unit owners, in carrying out the above functions, in lieu of the Association.

In the event of a taking or acquisition of part or all of the common elements by a condominium authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for the unit owners and their first mortgage holders as their interests may appear.

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 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 ten (10%) 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.

In the event the Association chooses not to appoint an insurance trustee, 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 first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the units in the condominium, which proceeds shall be held in a construction fund to provide for the payment for all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the 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 unit owners in proportion to each unit 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 unit owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.



Notwithstanding which first mortgagee holds the greater number of mortgages encumbering the units, 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 of Administration 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 first mortgagee shall be required to cause such insurance proceeds to be made available to the Association prior to 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: (1) obtaining a construction loan from other sources; (2) obtaining 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 unit, 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 a unit, shall be entitled to receive that portion of the insurance proceeds apportioned to said unit in the same share as the share in the common elements appurtenant to said unit.

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 a majority of the units in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated; provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering units.

IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

- A. Each unit owner shall bear the cost 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 unit and which may now or hereafter be affixed or contained within his unit. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his unit, although such equipment not be located in the unit, 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. Unit owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereon and screening on balconies and patios, screen doors, storm shutters on balconies and windows, and fixed and sliding glass doors. Air conditioning and heating equipment servicing individual units is a limited common elements appurtenant to such units.



- B. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, sprinkler systems, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, shall also be the Association's responsibility. Sliding glass doors, screen doors, storm shutters on balconies and windows, windows and screens on windows or balconies, shall not be the Association's responsibility, but shall be the responsibility of the unit owner. Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.
- C. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, 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 unit 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 a unit owner's responsibility to maintain.

No unit owner shall do anything within his unit or on the common elements which would adversely affect the safety or soundness or the common elements or any portion of the Association property or Condominium property which is to be maintained by the Association.

- D. In the event owners of a unit 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 has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to a unit or units.

Maintenance of the common elements is the responsibility of the Association. All limited common elements shall be maintained by the Association except for air conditioning and heating equipment servicing individual units. If the record owner of the unit has been granted permission to install a DSS Satellite Dish which has a maximum diameter of 18 inches and can be mounted or affixed to the condominium building at a location approved by the Association in writing, in advance of the installation, then the record owner of each such unit shall bear the costs and shall be responsible for the maintenance, repair and replacement, as the case may be, of and satellite dish. The unit owner shall maintain the air conditioning and heating equipment servicing his unit, storage spaces and the DSS satellite dish, at the unit owner's expense.

- E. The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the common elements and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.
- F. 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 surface, etc., at any time without the written consent of the Association.



X

USE RESTRICTIONS

- A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests and invitees. Each unit is restricted to no more than six (6) occupants, without the Association's consent. There are no restrictions upon children.
- B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. The minimum rental period is six (6) months which minimum rental period shall not be amended nor any restrictions upon rentals be added without the approval of ninety (90%) percent of the unit owners in the condominium. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved by the Association.
- C. 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 interferes 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 unit owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the condominium property.
- D. No immoral, improper, or offensive use shall be made of the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.
- E. Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and By-Laws.
- F. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.
- G. No sign, advertisement or notice of any type shall be shown on the common elements or any unit. This restrictions on signs, advertising and notices shall not apply to the developer or any institutional lender. No exterior antennas or aerials or shall be erected on the condominium property. The Developer or the Association after transfer of control of the Association to unit owners other than the Developer, may grant permission to record unit owners to install DSS satellite dishes which are approximately 18 inches in diameter. The Developer or the Association after turnover may grant written permission to the record unit owner and, if granted, shall designate the location of the DSS satellite dish in writing prior to the installation of the satellite dish. The record unit owner shall be responsible for all costs related to the installation, maintenance, repair and replacement, of the DSS satellite dish and shall indemnify, defend and hold the Association harmless therefor. Upon the sale of the unit by the record owner of the unit the DSS satellite dish may be removed, at the owner's expense, or it may be transferred to the purchaser as part of the sale and purchase. In the event the DSS satellite dish is not removed by the record unit owner at closing then, by acceptance of the deed of conveyance by the purchaser, the purchaser shall be deemed to have assumed the responsibility for the maintenance, repair and replacement of the DSS satellite dish, together with the costs and expenses thereof, including the obligation to indemnify, defend and hold the Association harmless therefor. The installation of the DSS satellite dish does not relieve the unit owner from payment of the fee for the installed cable television connection provided by the Association as part of the Association's common expenses. This provision shall be



deemed a covenant running with the land and shall be binding upon each successive owner of any condominium unit utilizing a DSS satellite dish.

- H. An owner shall not place or cause to be placed in the walkways or in or on any other common elements and facilities, stairs, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a unit owner to place small potted plants near the front doors of the unit so long as the potted plants do not protrude into or block access to the common walkways. The Association reserves the right to restrict or prohibit the placement of potted plants on the common elements.
- I. It is prohibited to hang garments, rugs, etc., from the windows, patios or balconies from any of the facades of the buildings.
- J. It is prohibited to hang dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of the buildings.
- K. There are no special parking or storage facilities located on the condominium property. No boats, utility trailers, recreational vehicles or special purpose vehicles shall be parked on the condominium property. No motorhome, trailer, camper, watercraft, or commercial vehicle may be parked on the condominium property. No resident shall park any vehicle on any street. Any vehicle with visible advertising on the vehicle may be deemed a commercial vehicle, in the sole discretion of the Board of Administration. However, trucks with one (1) ton capacity or less and sport utility vehicles will not be deemed to be commercial vehicles unless the Board of Administration deems the vehicle to be a commercial vehicle as set forth above. Any vehicle may be parked on the streets and driveways for loading and unloading or entirely within a garage. Prior written approval of the Association to temporarily park a commercial vehicle is required and may not exceed four (4) forty-eight (48) hour periods in any year. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the condominium property. There shall be no repair, except emergency repair, performed on any permitted motor vehicle on the condominium property. It is acknowledged and agreed by all Unit Owners that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other Owners in this condominium and that levying of fines by the Association for violations is appropriate. See Article XXVI Fines for Procedures for Levying Fines by the Association. No parking space shall be used by any other person other 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. All owners and residents of the condominium are restricted to two (2) permitted vehicles per unit without the Association's consent to bring additional vehicles on the premises. All vehicles shall be parked in the open parking spaces or garages except when loading or unloading vehicles.
- L. Until the Developer has closed all the sales of the units in the condominium, neither the other unit owners nor the Association shall interfere with the sale of such units. 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 units, the showing of the property, and the display of signs. The Developer may not be restricted in the use of the other common elements or areas.
- M. Two (2) pets, not exceeding thirty-five (35) pounds each, shall be allowed to be kept in the owner's unit. All pets must be kept on a leash when outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance.
- N. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds. A unit owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval



of the Association, other than standard patio chairs, tables and furnishings. Gas or electric grills and potted plants are permitted on balconies but all other grills are prohibited.

- O. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of Association property and common elements otherwise readily available for use generally by unit owners.
- P. Carpeting of any type on individual unit balconies or any common walk-ups is prohibited and the Association shall not grant permission to install carpet on the individual unit balconies.

XI

LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY UNIT

No owner of a unit shall make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the buildings or enclosed garage parking spaces, 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 buildings or enclosed garage parking spaces; further, no owner shall in any manner change the appearance of any portion of the buildings or enclosed garage parking spaces. The Association has adopted hurricane shutter specifications for each building and will permit the installation of hurricane shutters for any balcony and storm window panels for the windows provided the color of the shutters and storm window panels is the color approved by the Association and the installation of shutters and storm window panels complies with applicable building codes and provided that prior to installation or replacement of the hurricane shutters and storm window panels the Association has approved the installation. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed material alterations to the common elements within the meaning of the Condominium Act.

Any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day any unit owner may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, material alterations or substantial improvements (in the excess of the usual items of maintenance), and the making of such additions, material alterations or substantial improvements shall have been approved by a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all unit owners for the cost thereof as a common expense.

XIII

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the Public Records of Brevard County, Florida, after approval by the owners of seventy-five (75%) percent of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association. No amendment to this Declaration shall be adopted which would operate to



materially affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers, interests or privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation which consent may not be unreasonably withheld. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and by their respective institutional first mortgagees.

Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Brevard County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein. Any amendment subject to Section 718.110(4) shall be approved by a majority of the voting interests of the condominium and all record owners of liens on the unit.

Article X (B) Use Restrictions shall not be amended or altered, in whole or in part, without the prior approval of ninety (90%) percent of the Board of Directors and ninety (90%) percent of the total membership which vote shall be cast at meetings called for the purpose.

Pursuant to Section 718.110(2), Florida Statutes, the Developer may make amendments to this Declaration without consent of the unit owners which shall be limited to matters other than those under Section 718.110(4) and (8), Florida Statutes.

In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided above but shall require a vote in the following manner:

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

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes on the matters listed in Section 718.112(2)(b)2, Florida Statutes. Except as elsewhere provided, such approvals must be either by:



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

(ii) Not less than twenty-five (25%) percent of the votes of the entire membership of the Association; or

(iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by eighty (80%) percent of the unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida.

(c) The foregoing provisions relative to amendments for defects, errors or omissions are in accordance with and pursuant to Section 718.110(10) and (5), Florida Statutes.

(d) That the amendment made pursuant to this paragraph need only be executed and acknowledged by the Developer or the Association and by no other parties whatsoever.

(e) Any amendment pursuant to Section 718.110(5) may be approved by the Board of Administration or a majority of the voting interests.

Notwithstanding anything to the contrary contained in this Declaration, the Developer reserves the right to change the interior designs and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the Developer, any holders of institutional mortgages encumbering the altered units and if the amendment is subject to Section 718.110(4) it shall be approved by a majority of the voting interests of the condominium. The survey shall be certified in the manner required by the Condominium Act. If more than one (1) unit is concerned, the Developer shall not apportion between the units the shares in the common elements, common expenses and common surplus of the units concerned and such shares of common elements, common expenses and common surplus shall remain unchanged in the amendment of this Declaration unless all unit owners approve the amendment changing the shares.

No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language:

Substantial rewording of Declaration. "See provision... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of unit by the Developer, by judgment, court order, or law, shall in no way 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, the 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.

XIV

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning ninety (90%) percent of the units in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the units.

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 elements, 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 specific performance in a court of equity.

The Board of Administration of the Association 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 affecting 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 when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "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 following portion thereof; to-wit:

AN UNDIVIDED ONE EIGHTEENTH (1/18)

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 payment 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 directors of the Association 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 of mortgages or liens 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 members' 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, so approved by the members, and also shall record the written consents, if any, of institutional first mortgagees to such abandonment. Upon recordation of the instrument evidencing consent of ninety (90%) percent of the unit owners to terminate the condominium, the Association shall notify the division within 30 working days of the termination and the date the document was recorded, the county where the document was recorded, and the book and page number of the public records where the document was recorded.



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.

XV

ENCROACHMENTS

If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit 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.

XVI

**ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGEES**

The Association shall at all times maintain a register setting forth the names of all owners of units in the condominium, and any purchaser or transferee of an unit shall notify the Association of the names of any party holding a mortgage upon any unit and the name of all lessees in order that the Association may keep a record of same.

XVII

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon a unit in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay 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 Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense for the units as set forth in the Estimated Operating Budget, 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 (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel of condominium parcel, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

XVIII

**REAL PROPERTY TAXES
DURING INITIAL YEAR OF CONDOMINIUM**

In the event that during the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, and are paid by the Association such taxes will be a common expense.

**XIX****RESPONSIBILITY OF UNIT OWNERS**

The owner of each unit shall be governed by and shall comply with the provisions of this Declaration as well as the By-Laws and Articles of Incorporation of the Association. Any unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver of rights or subrogation by insurance companies.

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

XX**WAIVER**

The failure of the Association, a unit owner or institutional first mortgagee to enforce any right, provision, covenant or condition which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver by the Association, such unit 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 and engage 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 said property subject to such mortgage, notwithstanding such mortgage.

XXI**CONSTRUCTION**

The provisions of this Declaration shall be liberally 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.

XXII**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.

XXIII**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.

**XXIV****REMEDIES FOR VIOLATIONS**

Each unit owner, each tenant and other invitee, and each association shall be governed by, and shall comply with the provisions of the Florida Condominium Act, the declaration, the documents creating the Association, and the Association By-Laws and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against:

- a. The Association.
- b. A unit owner.
- c. Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by unit owners other than the Developer.
- d. Any director who willfully and knowingly fails to comply with these provisions.
- e. Any tenant leasing a unit, and any other invitee occupying a unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in Section 718.503(1)(a), Florida Statutes, is entitled to recover reasonable attorney's fees. A unit owner prevailing in an action between the association and the unit owner under this section, in addition to recovering his reasonable attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the unit owner for his share of assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law.

XXV**TIMESHARE RESERVATION**

No reservation is made pursuant to Section 718.1045, Florida Statutes, for the creation of timeshare estates. Timeshare estates are prohibited.

XXVI**FINES**

The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no fine in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine the fine may not be levied. The provisions of this Article do not apply to unoccupied units.

XXVII**SIGNAGE**

After the Developer has completed its sales program, the Association, through its Board of Administration, shall have the right to determine the type, style and location of all signage associated with the condominium property. Prior to completion of its sales program the Developer shall control signage for the condominium.

**XXVIII****INSTITUTIONAL MORTGAGEE**

An institutional mortgagee means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or an agency of the United States Government, or the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee, or designee of the Developer.

An institutional mortgage means a mortgage owned or held by an institutional mortgagee.

An insurance trustee means that Florida bank having trust powers, designated by the board to receive proceeds on behalf of the association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

XXIX**RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES**

All rights in favor of the Developer reserved in this Declaration of Condominium and exhibits attached hereto, are likewise reserved to any institutional mortgagee that acquires title to a condominium parcel through foreclosure or a deed in lieu of foreclosure with regard to the acquired condominium parcel.

The rights and privileges in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights. Such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors in trust of the Developer and/or exercised by the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

An institutional mortgagee's rights herein are limited and can only be exercised with a regard to units owned by the institutional mortgagee.

XXX**NOTICE TO INSTITUTIONAL MORTGAGEES**

The Association shall provide a holder, insurer or guarantor of a first mortgagee, upon written request (such request to state the name and address of such holder, insurer or guarantor and the unit number) timely notice of:

- A. Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners Association appertaining to any unit; or (iv) the purposes to which any unit or the common elements are restricted;
- B. Any proposed termination of the condominium regime;



- C. Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- D. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;
- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

XXXI

CABLE TELEVISION AND SATELLITE DISH

The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not, such cost shall be considered common expense if it is designated as such in a written contract between the board of administration and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two years.

- A. Any contract made by the board for a community antenna system or duly franchised cable television service may be canceled by a majority of the voting interests present at the next regular or special meeting of the Association. Any member may make a motion to cancel said contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.
- B. Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind unit owner who does not occupy the unit with a nonhearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the owners shall not be required to pay any common expenses charge related to such service. If less than all members of an association share the expenses of cable television, the expense shall be shared equally by all participating unit owners. The Association may use the provisions of Section 718.116, Florida Statutes, to enforce payment of the shares of such costs by the unit owners receiving cable television.
- C. The Association has approved the installation of DSS type satellite dishes for the condominium property. The approved satellite dish is approximately 18 inches in diameter and may be installed upon the designated rear area of the building. The Association shall determine the location of the satellite dish, in its sole discretion. All costs of installation, maintenance or repair of the satellite dish shall be the responsibility of the record owner of the condominium unit and the owner shall indemnify and hold the Association harmless therefor.

XXXII.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

The rules of the St. Johns River Water Management District require the following provisions to be included in this Declaration of Condominium:

- B. Property Description: Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management system will be located) is included in the legal description of the parent tract located on Sheet 3 of Exhibit "A" attached hereto and made a part hereof.
- C. Definitions: "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store,



absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

- D. Duties of Association: The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.
- E. Covenant for Maintenance assessments for Association: Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.
- F. Easement for Access and Drainage: The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the common elements which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.
- G. Amendment: Any amendment to the Declaration of Condominium which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common elements must have the prior approval of the St. Johns River Water Management District.
- H. Enforcement: The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or stormwater management system.
- I. Swale Maintenance: The Developer has constructed a Drainage Swale upon the common elements for the purpose of managing and containing the flow of excess surface water, if any, found upon such common elements from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the common elements. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Association.

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this ____ day of _____, 200__.



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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Cheryl Mosley
Print Name: Cheryl Mosley

Robin McDowell
Print Name: Robin McDowell

DEVELOPER:
BAYPORT, L.L.C.
a Florida Limited Liability Company

By: *William M. Young*
William Young, Operating Manager

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 15th day of October 2004
by William Young, Operating Manager of BAYPORT, L.L.C., a Florida Limited Liability
Company, on behalf of the company. He is personally known to me or produced _____
as identification.

Lynne A Sanders
NOTARY PUBLIC
My Commission Expires:



Lynne A Sanders
My Commission DD006197
Expires June 23 2005



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BAYPORT CONDOMINIUMS

SURVEYOR'S CERTIFICATE FOR BAYSIDE CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED JOHN R. CAMPBELL, BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS TO-WIT:

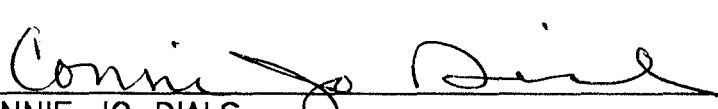
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A", TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 7th DAY OF MAY, 2003 A.D.

BY: 

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS
7th DAY OF MAY, 2003 A.D.


CONNIE JO DIALS

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: FEBRUARY 8, 2004



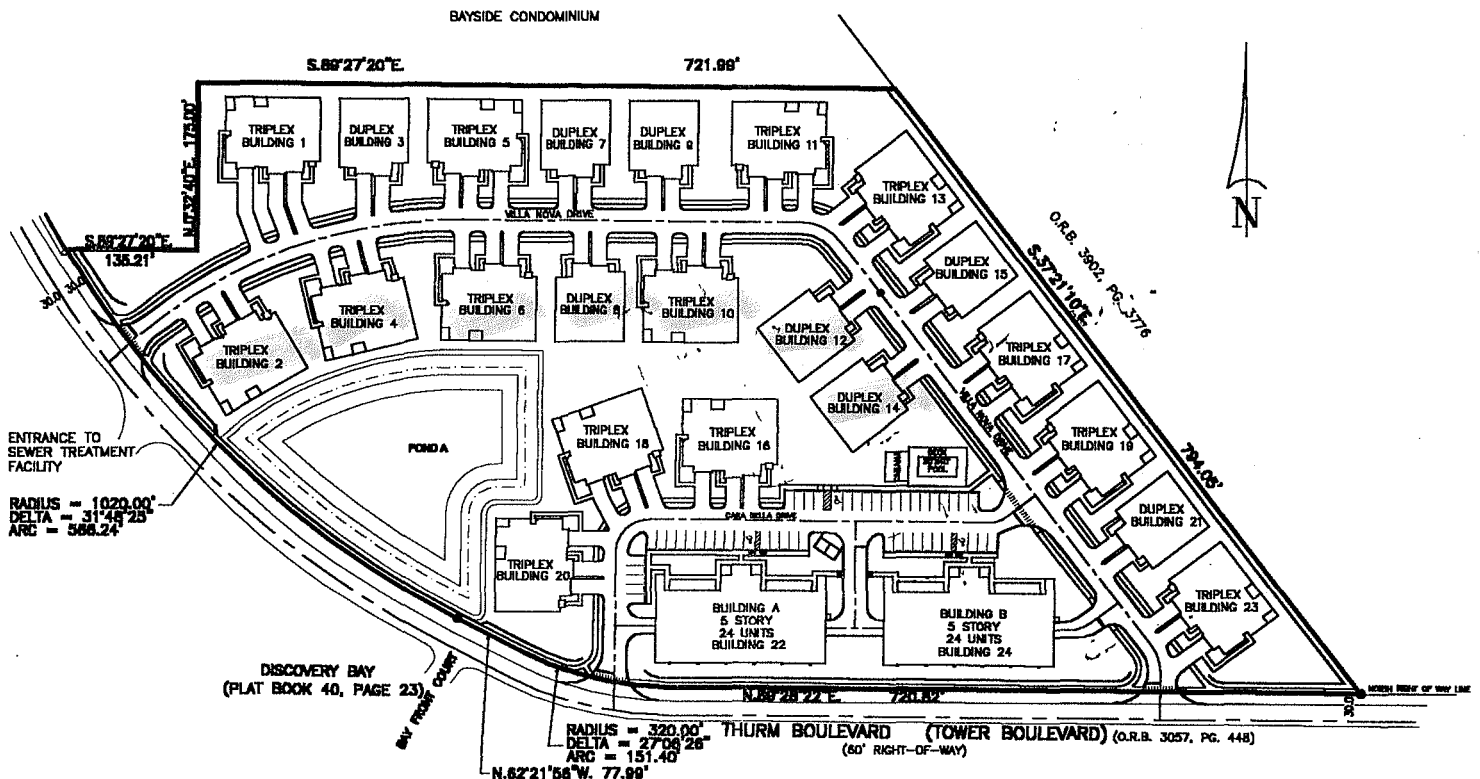
Connie Jo Dials
MY COMMISSION # CC908924 EXPIRES
February 8, 2004
BONDED THRU TROY FAIR INSURANCE, INC.

Campbell SURVEYING AND MAPPING
OF BREVARD, INC.

3525 N. COURTENAY PARKWAY - SUITE 1
MAILING ADDRESS: P.O. BOX 542148
MERRITT ISLAND, FL 32954 PHONE (407) 453-5820

EXHIBIT "A"**SHEET 1**

BAYPORT CONDOMINIUMS
Graphic Plot Plan
for Overall Planned Improvements



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.

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EXHIBIT "A"

SHEET 2

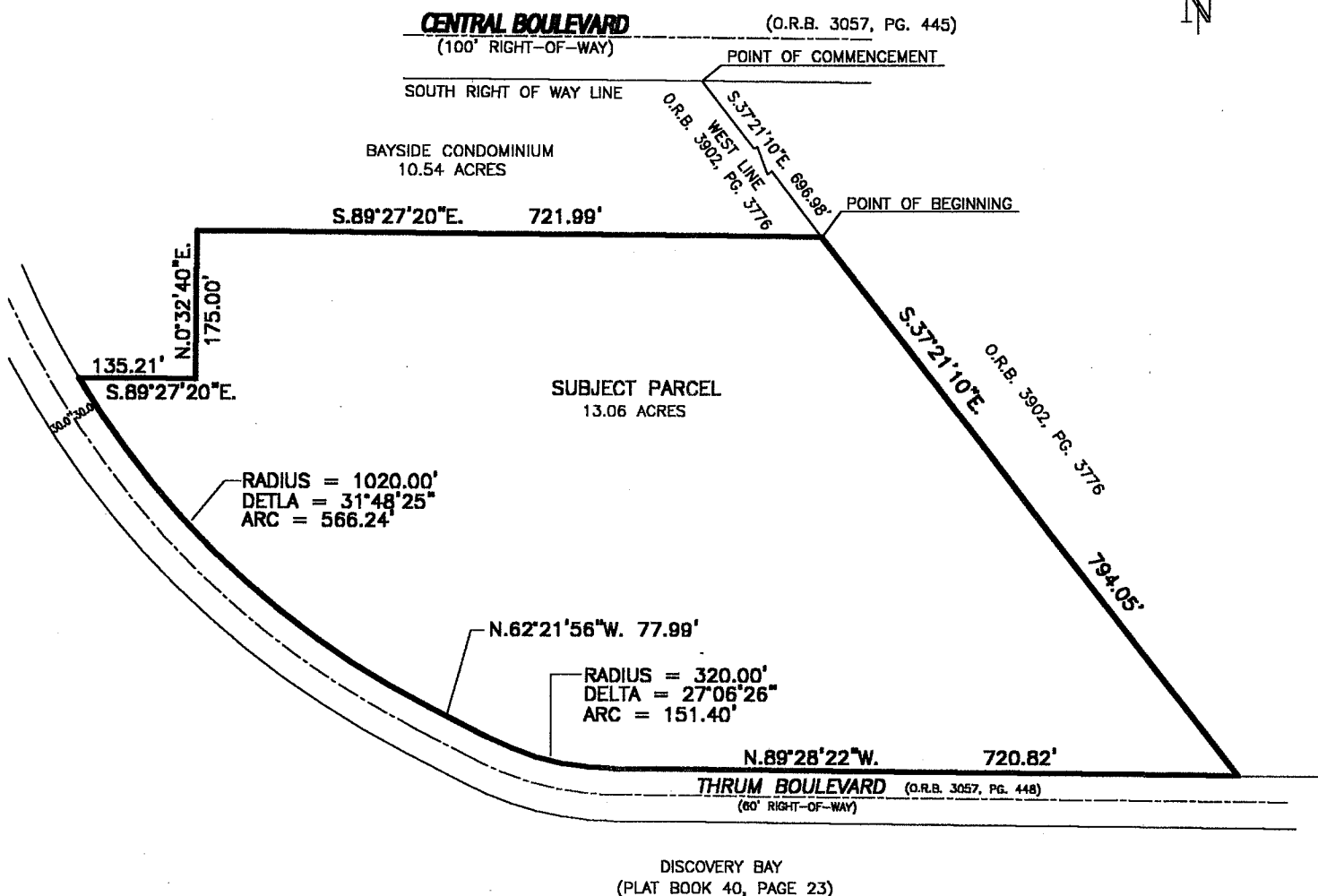


CFN 2004356801

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BAYPORT CONDOMINIUMS

Sketch of Survey Parent Parcel



LEGAL DESCRIPTION:

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E., along the West line of said Official Records Book 3902 at Page 3776 a distance of 696.98 feet to the Point of Beginning; Thence continue S.37°21'10"E., along said West line a distance of 794.05 feet to a point on the North right of way line of Thrum Boulevard, (Tower Boulevard) a 60.00 foot right of way, as described in Official Records Book 3057 at Page 448 of said Public Records; Thence run N.89°28'22"W., along said North right of way line, a distance of 720.82 feet to a point of curvature of a curve to the right, having a radius of 320.00 feet; Thence Northwesternly along the arc of said curve through a central angle of 27°06'26", a distance of 151.40 feet to the point of tangency; Thence N.62°21'56"W., a distance of 77.99 feet to a point of curvature of a curve to the right having a radius of 1020.00 feet; Thence run Northwesternly along the arc of said curve through a central angle of 31°48'25", a distance of 566.24 feet; Thence leaving said right of way, run S.89°27'20"E., a distance of 135.21 feet; Thence run N.00°32'40"E., a distance of 175.00 feet; Thence run S.89°27'20"E., a distance of 721.99 feet to the Point of Beginning. Containing 13.06 acres more or less.

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EXHIBIT "A"

SHEET 3

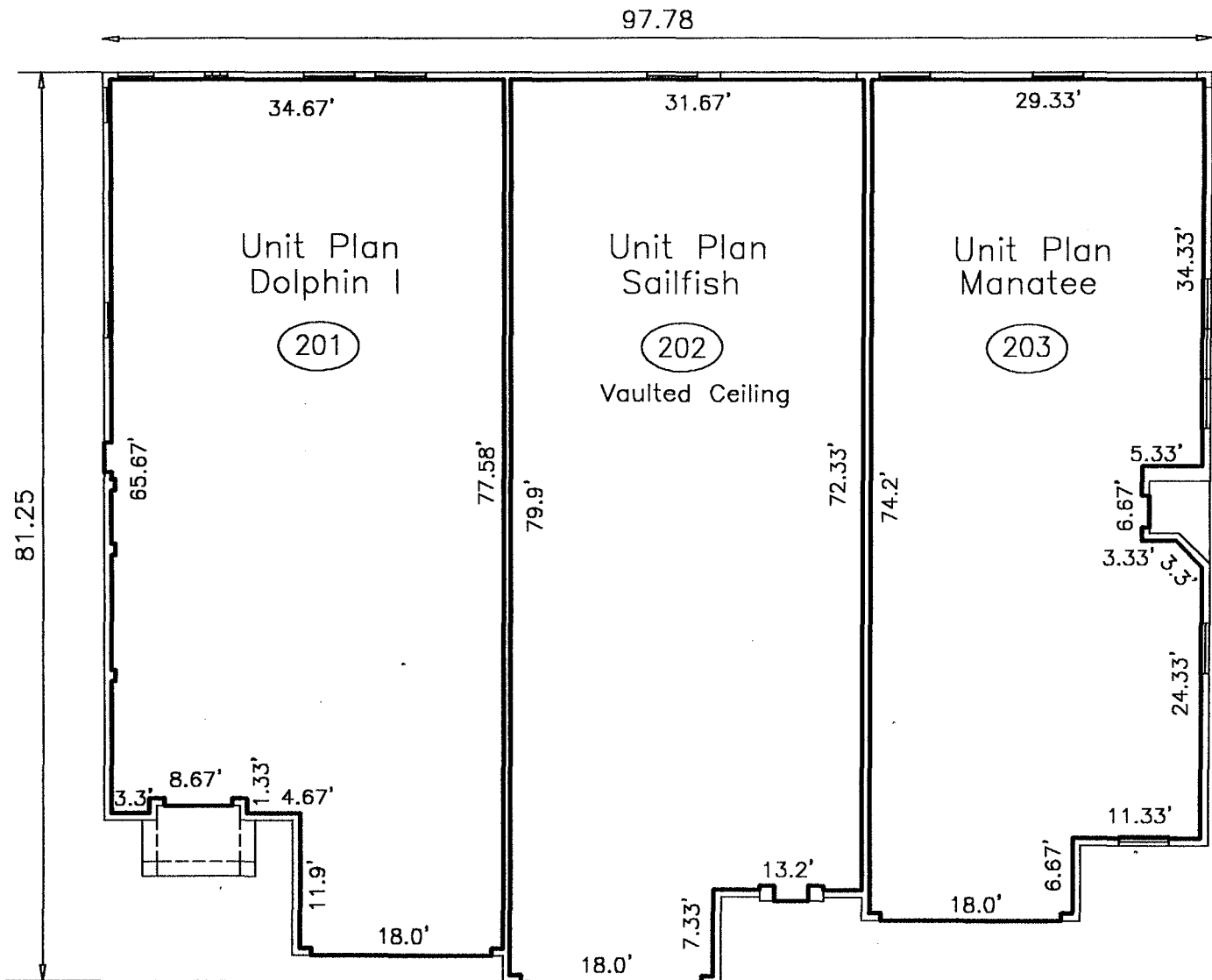


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BAYPORT CONDOMINIUMS

Phase One – Building 2



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (203) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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3525 N. COURTENAY PARKWAY – SUITE 1
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MERRITT ISLAND, FL 32954 PHONE (407) 453-5820

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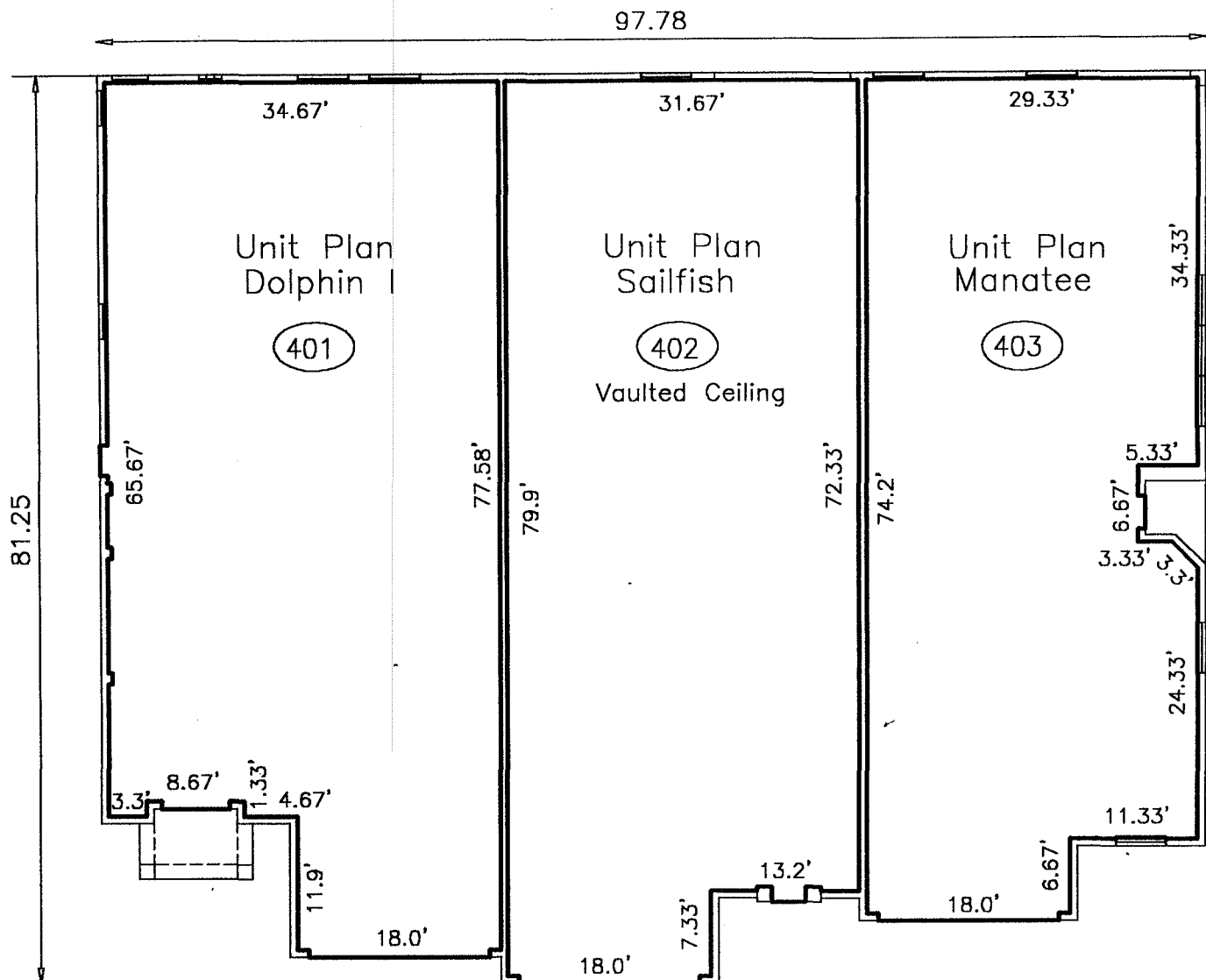
EXHIBIT "A"

SHEET 4



BAYPORT CONDOMINIUMS

Phase One – Building 4



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (401) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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EXHIBIT "A"

SHEET 5

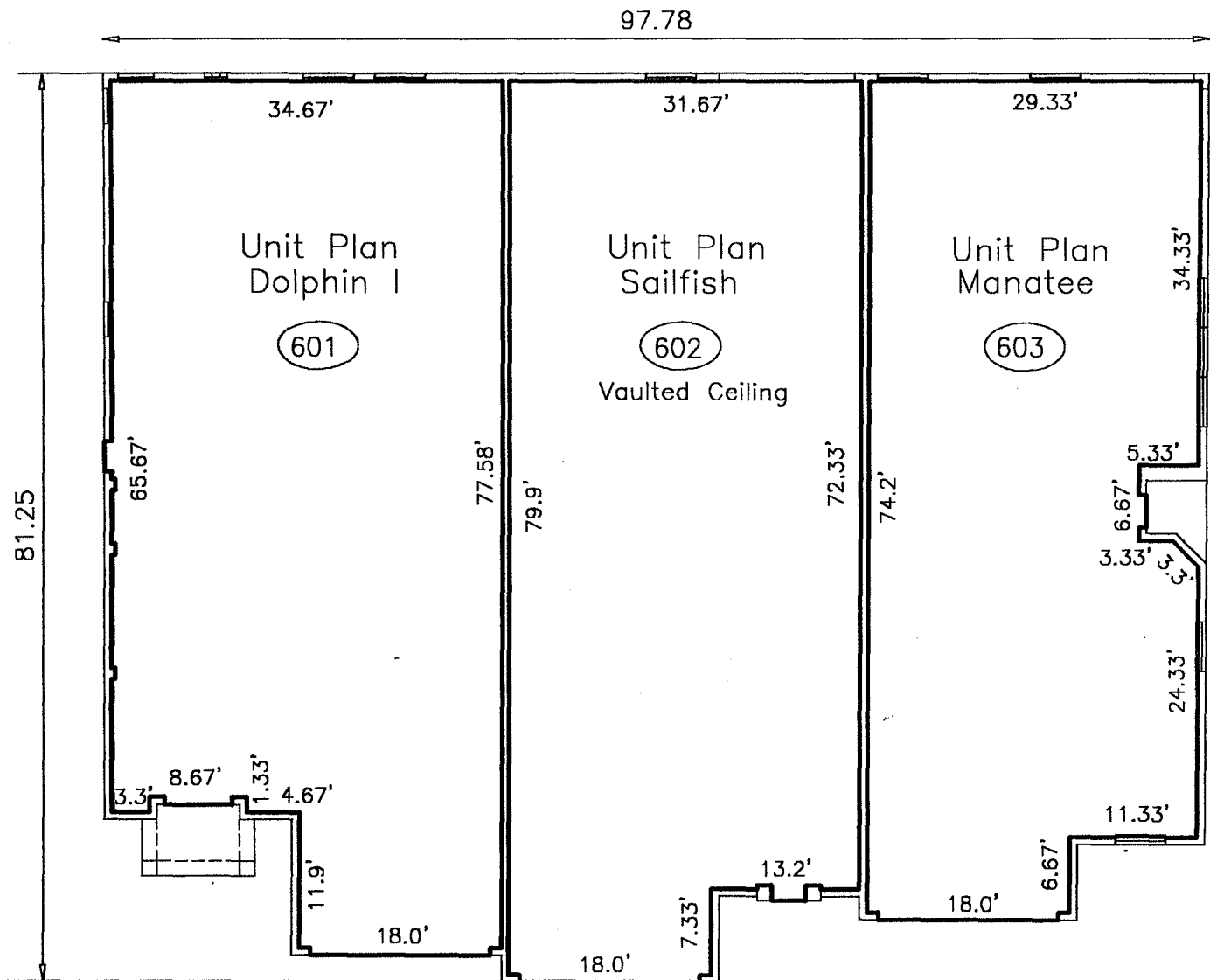


CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase One — Building 6



SURVEYORS NOTES:

1. — Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (601) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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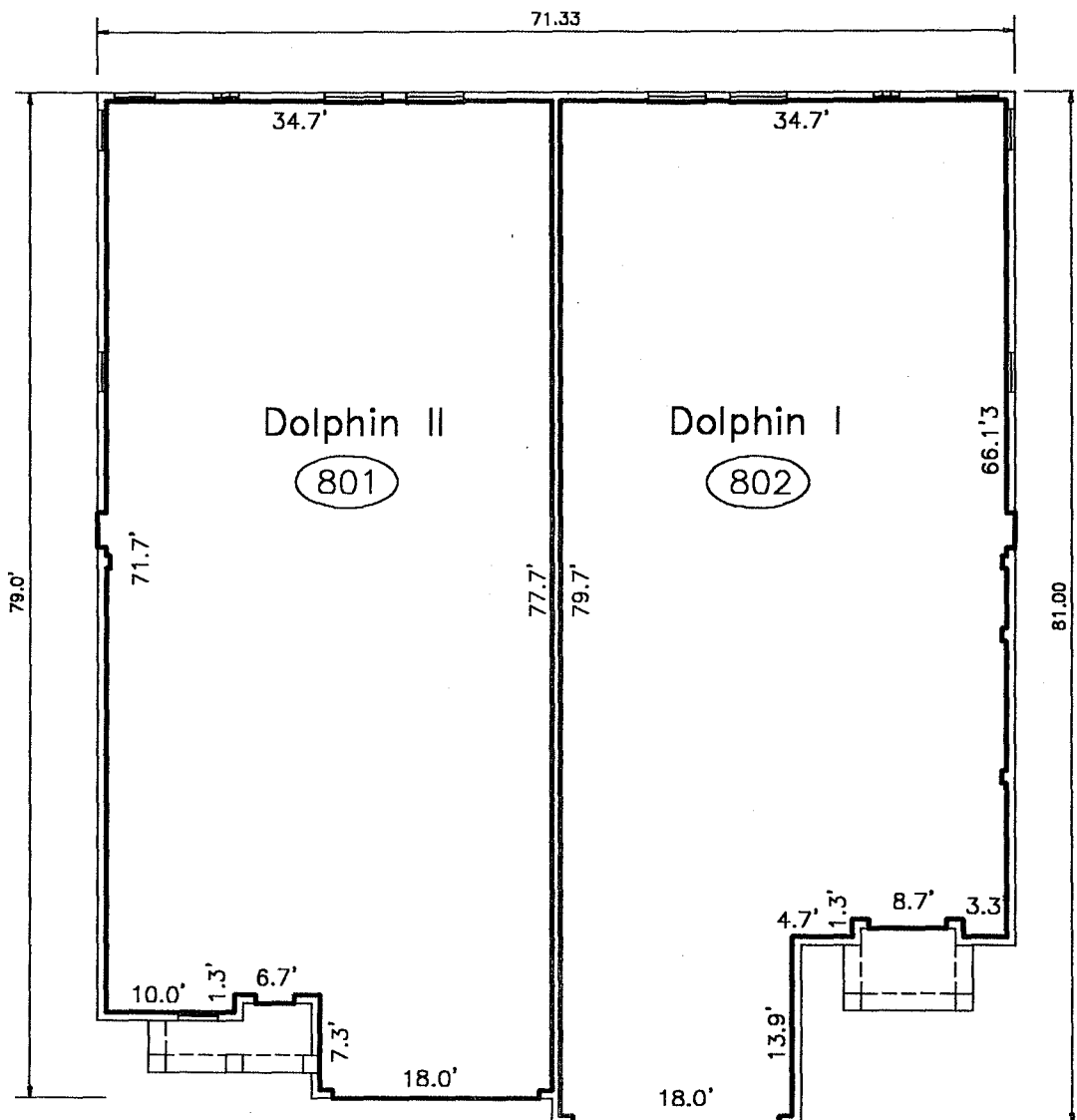
EXHIBIT "A"

SHEET 6



BAYPORT CONDOMINIUMS

Phase One — Building 8



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (801) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

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MAILING ADDRESS: P.O. BOX 542148
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EXHIBIT "A"

SHEET 7

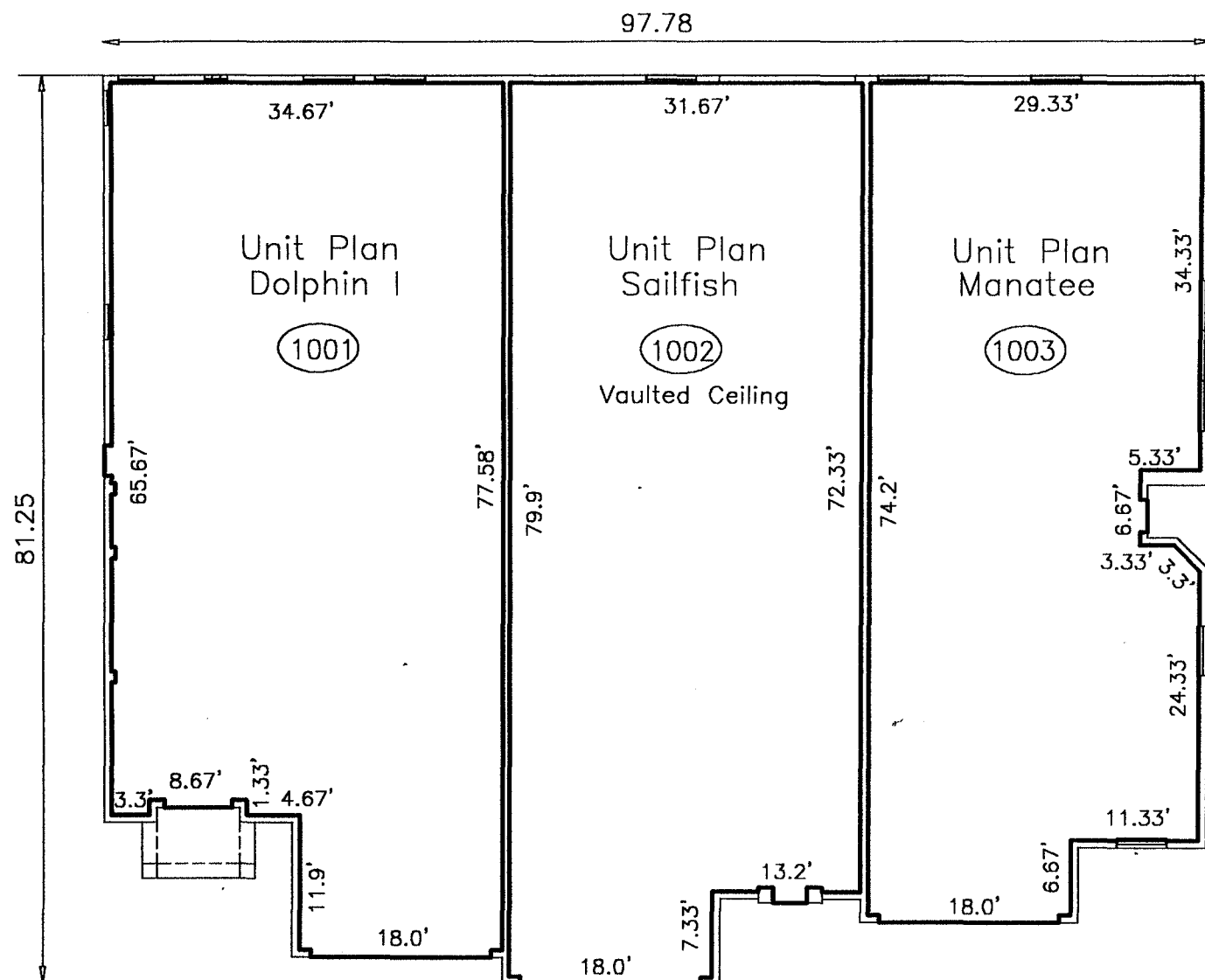


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BAYPORT CONDOMINIUMS

Phase One — Building 10



SURVEYORS NOTES:

1. — Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1001) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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EXHIBIT "A"

SHEET 8

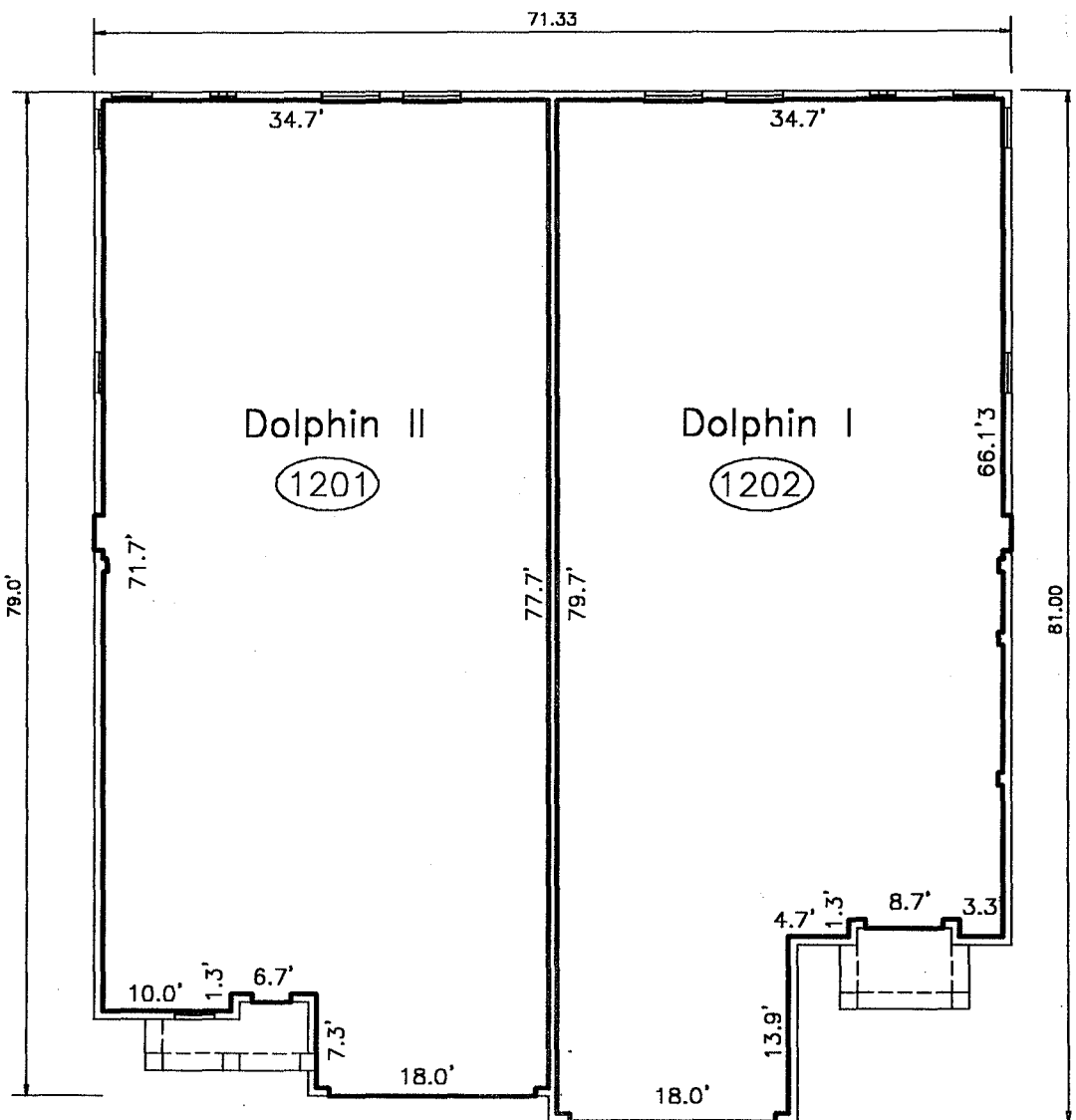


CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase One — Building 12



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1201) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

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3525 N. COURTENAY PARKWAY — SUITE 1
MAILING ADDRESS: P.O. BOX 542148
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EXHIBIT "A"

SHEET 9

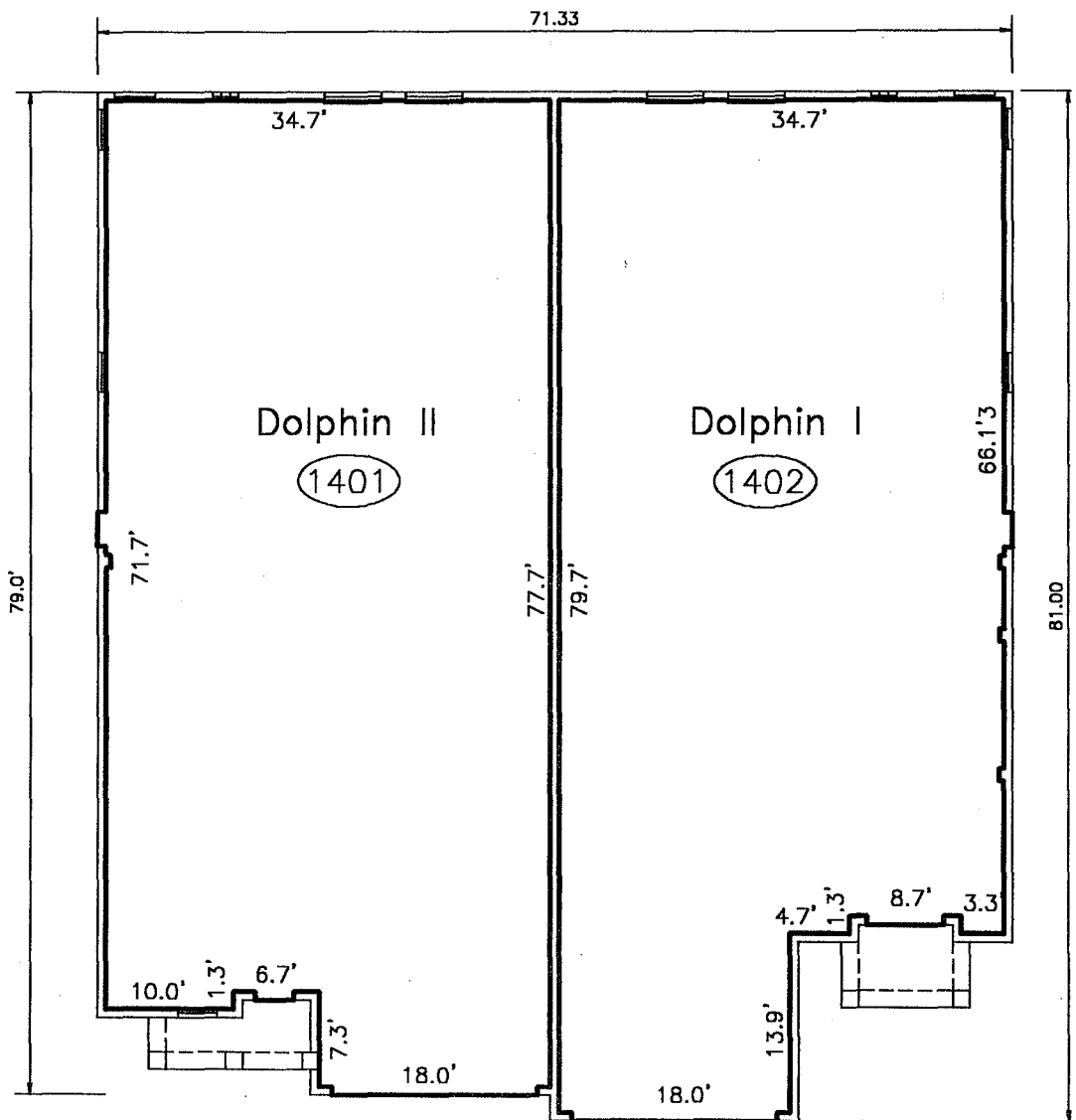


CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase One — Building 14



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1401) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

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3525 N. COURTENAY PARKWAY — SUITE 1
MAILING ADDRESS: P.O. BOX 542148
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EXHIBIT "A"

SHEET 10

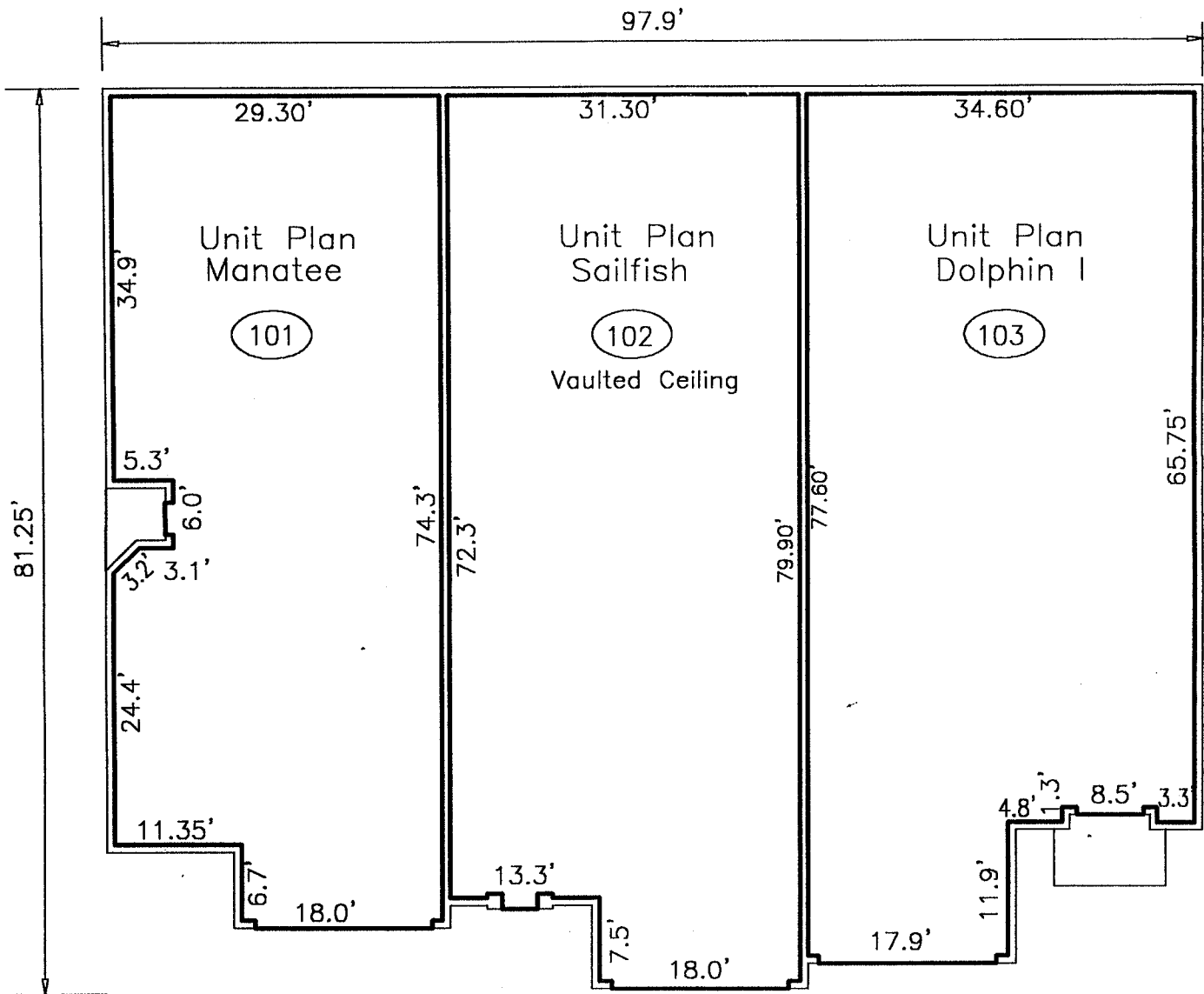


CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase Two – Building 1



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Finish Floor Elevations is 9.50'.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'.
The Finish Ceiling Elevation for the Sailfish is 29.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (101) Indicates Unit number designation.
6. "Unit Plan Manatee" indicates Typical Floor Plan of that Unit. Refer to Typical Floor Plans on Sheets 36 through 40.

Campbell SURVEYING AND MAPPING
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3525 N. COURTENAY PARKWAY – SUITE 1
MAILING ADDRESS: P.O. BOX 542148
MERRITT ISLAND, FL 32954 PHONE (407) 453-5820

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EXHIBIT "A"

SHEET 11

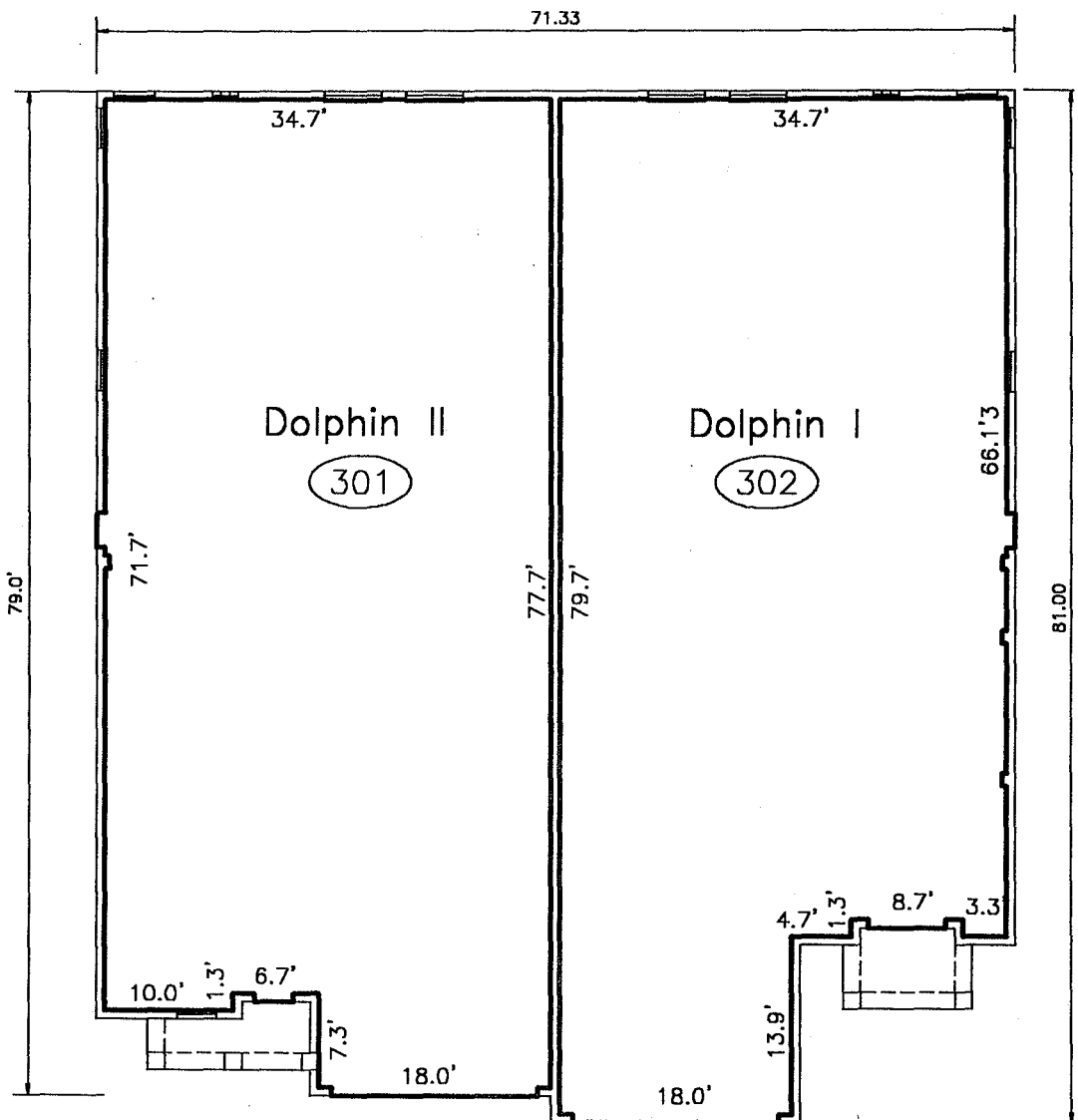


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BAYPORT CONDOMINIUMS

Phase Two – Building 3



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (301) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

Campbell
SURVEYING AND MAPPING
OF BREVARD, INC

3525 N. COURTENAY PARKWAY – SUITE 1
MAILING ADDRESS: P.O. BOX 542148
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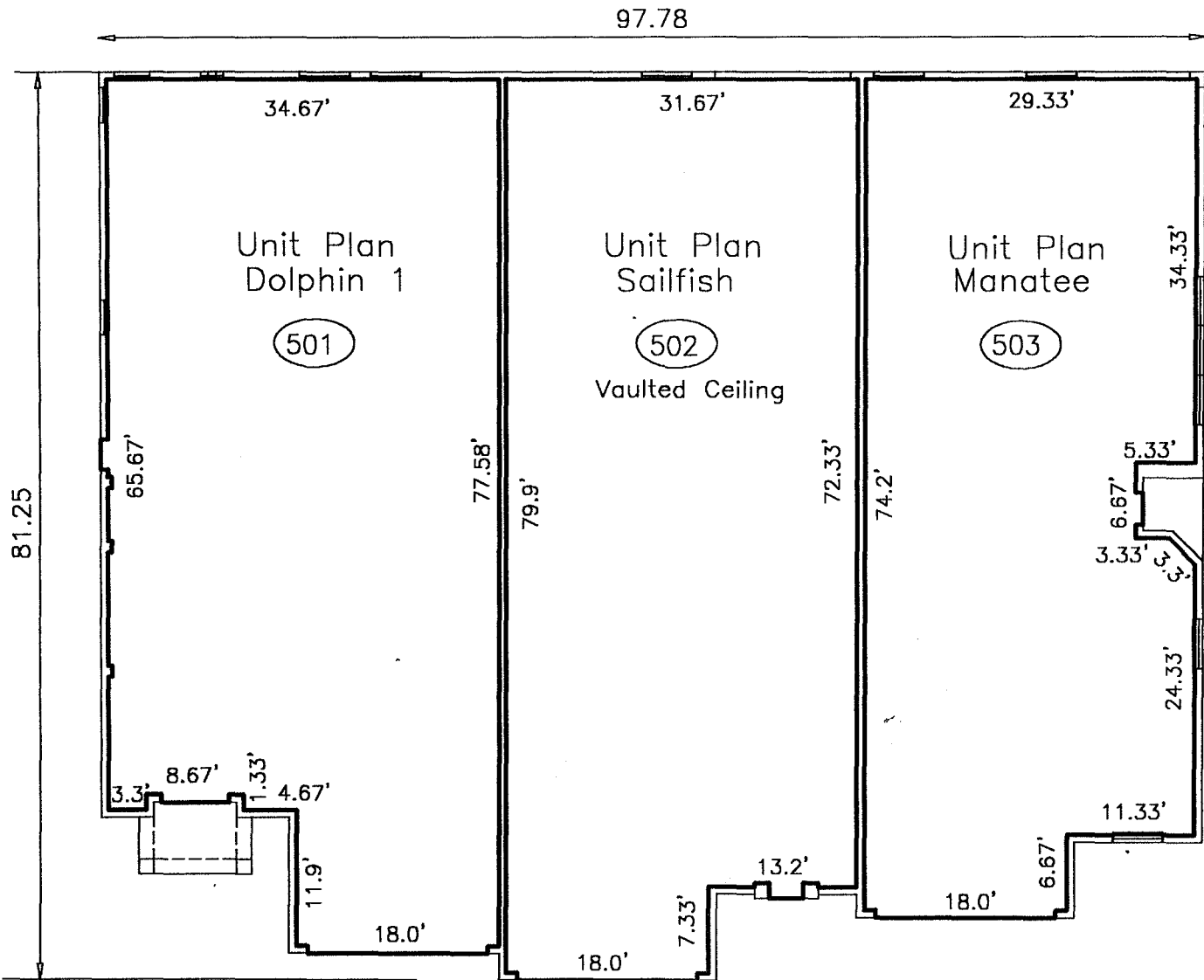
EXHIBIT "A"

SHEET 12



BAYPORT CONDOMINIUMS

Phase Two – Building 5



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (503) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

Campbell SURVEYING AND MAPPING
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3525 N. COURTENAY PARKWAY – SUITE 1
MAILING ADDRESS: P.O. BOX 542148
MERRITT ISLAND, FL 32954 PHONE (407) 453-5820

REVISED PER STATES COMMENTS

EXHIBIT "A"

SHEET 13

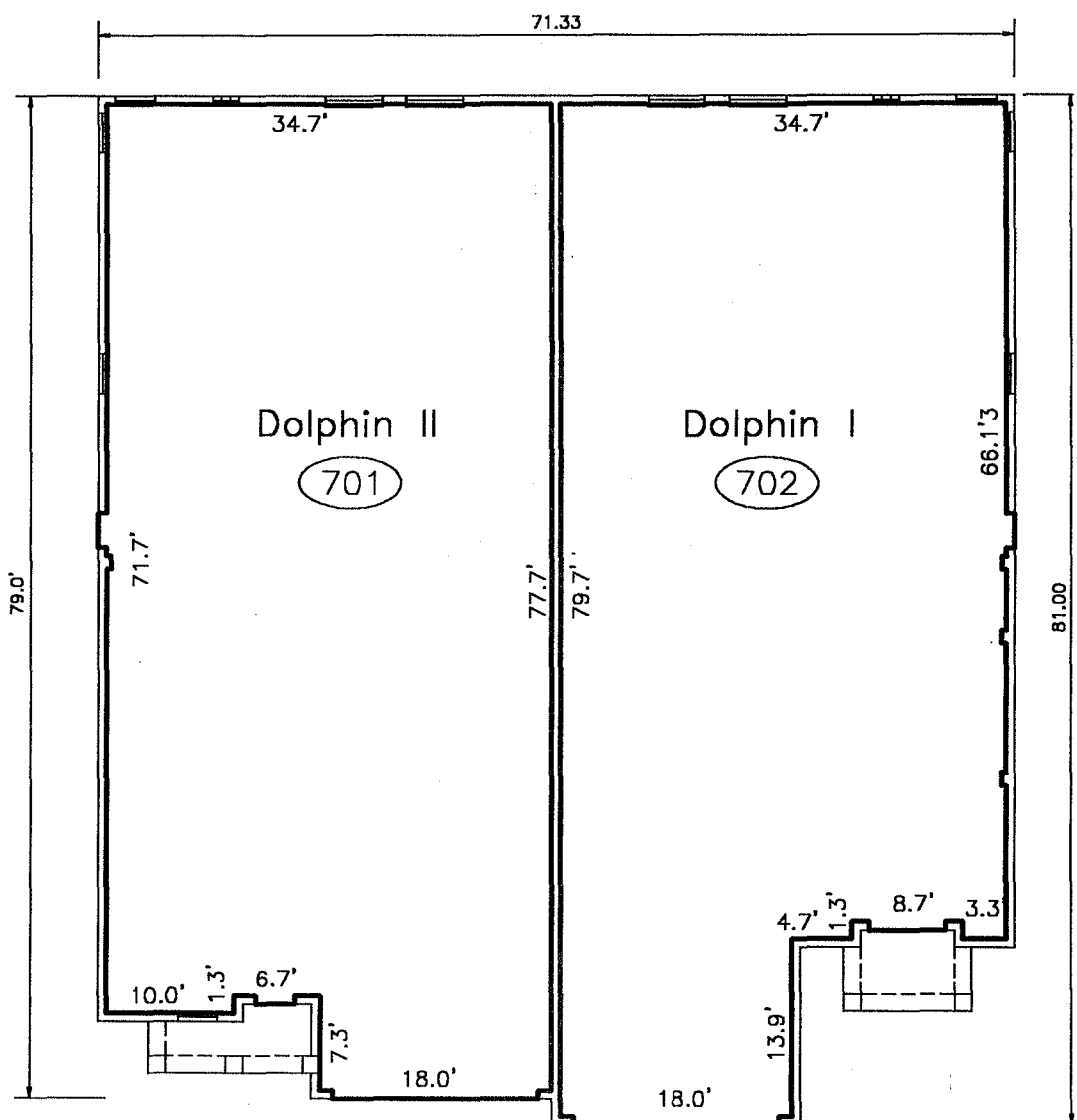


CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase Two — Building 7



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (701) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

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EXHIBIT "A"

SHEET 14

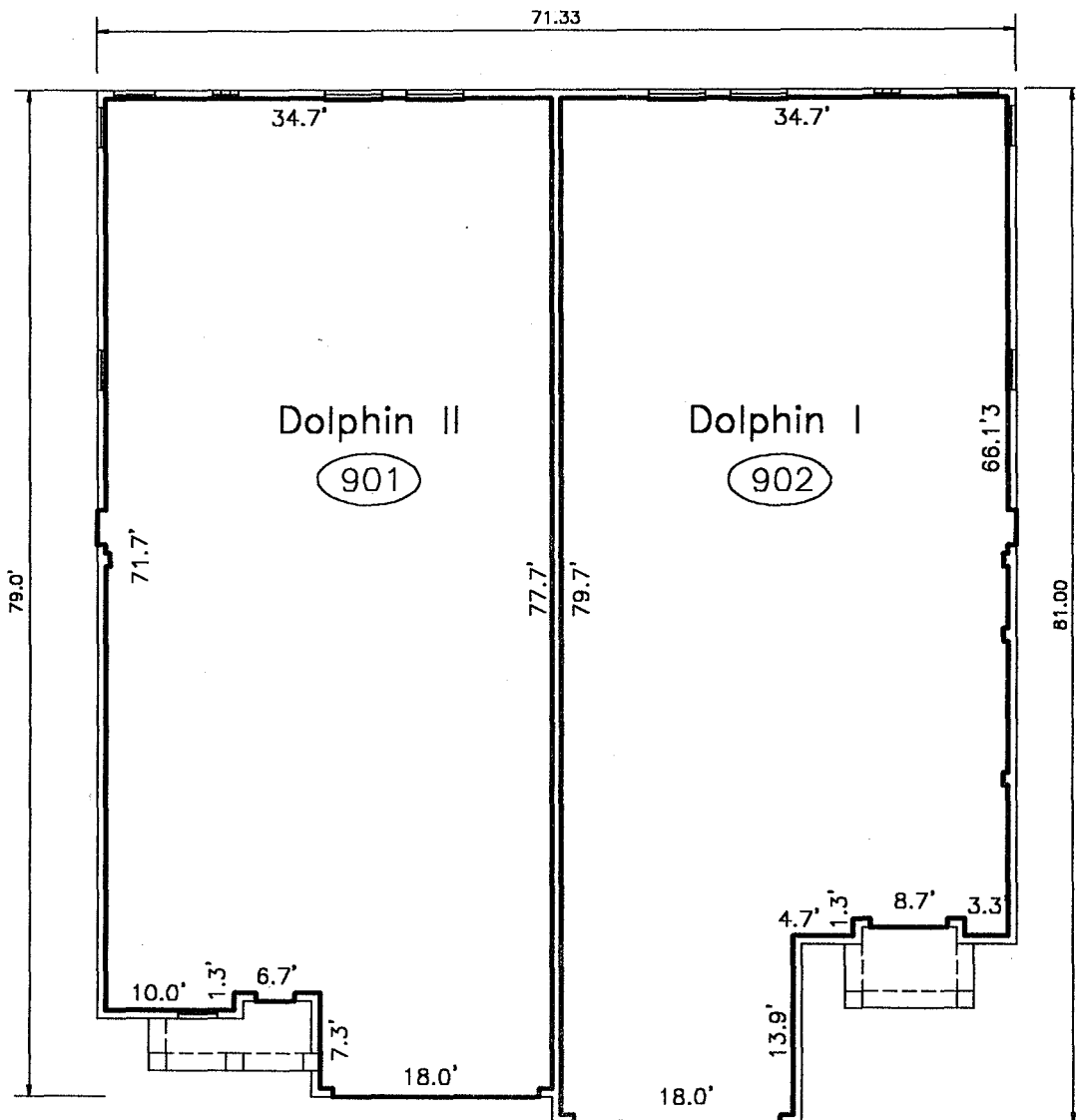


CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase Two - Building 9



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (901) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

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EXHIBIT "A"

SHEET 15



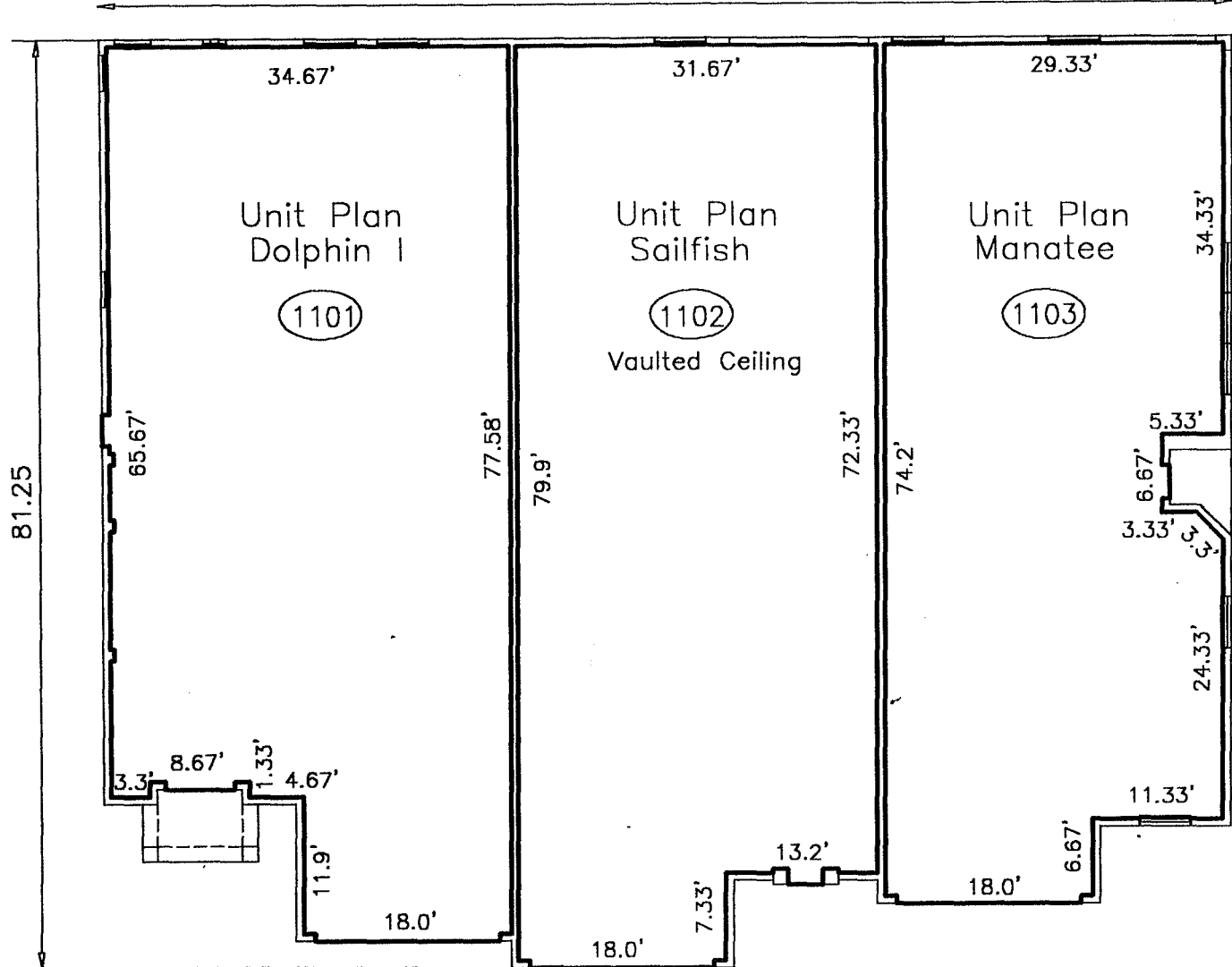
CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase Two — Building 11

97.78



SURVEYORS NOTES:

1. — Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1103) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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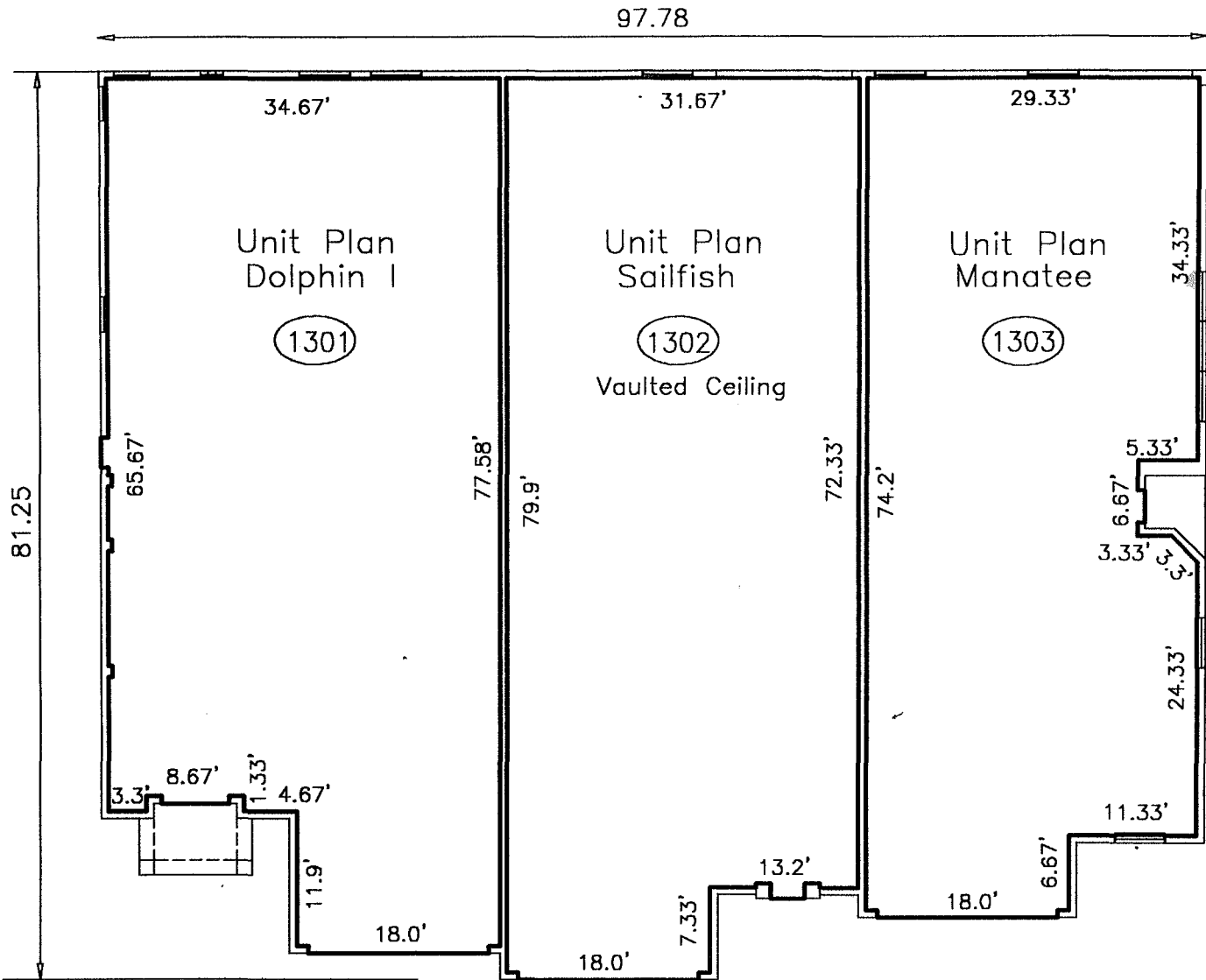
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EXHIBIT "A"



SHEET 16

BAYPORT CONDOMINIUMS

Phase Three – Building 13



SURVEYORS NOTES:

1.  Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5.  Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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SHEET 17

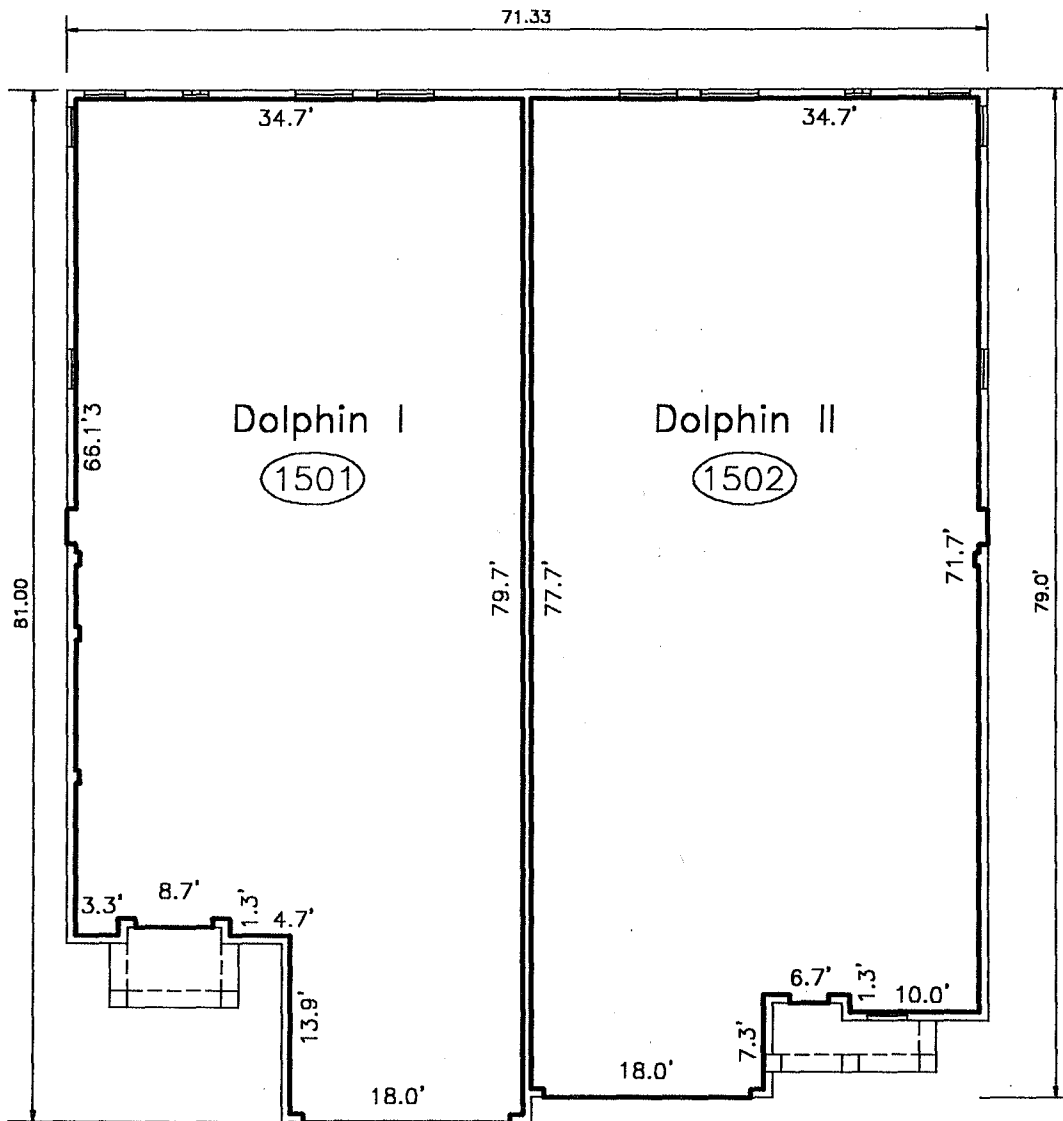


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BAYPORT CONDOMINIUMS

Phase Three — Building 15



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1501) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

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EXHIBIT "A"

SHEET 18

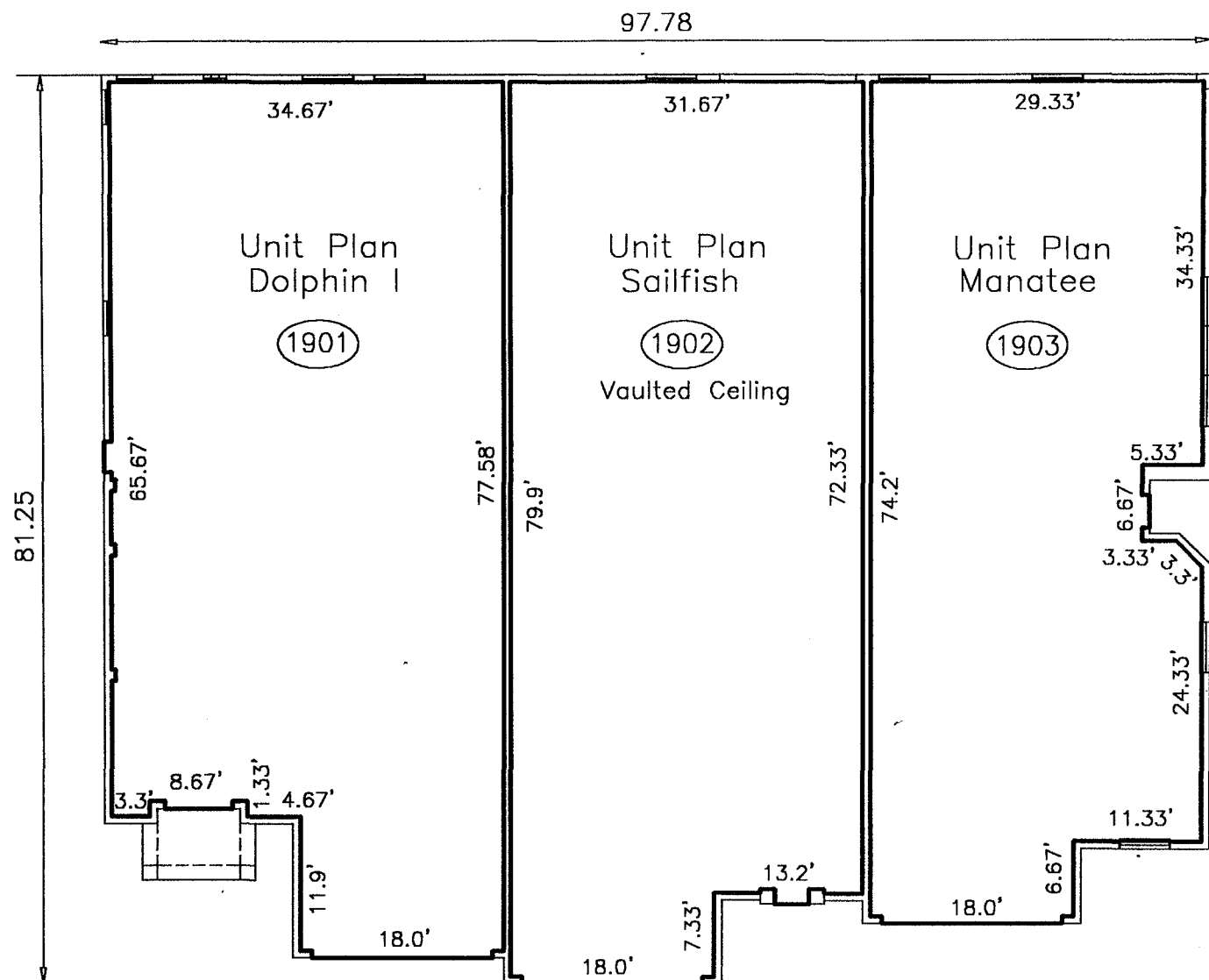


CFN 2004356801

DR Book/Page: 5383 / 5744

BAYPORT CONDOMINIUMS

Phase Three — Building 19



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1903) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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EXHIBIT "A"**SHEET 20**

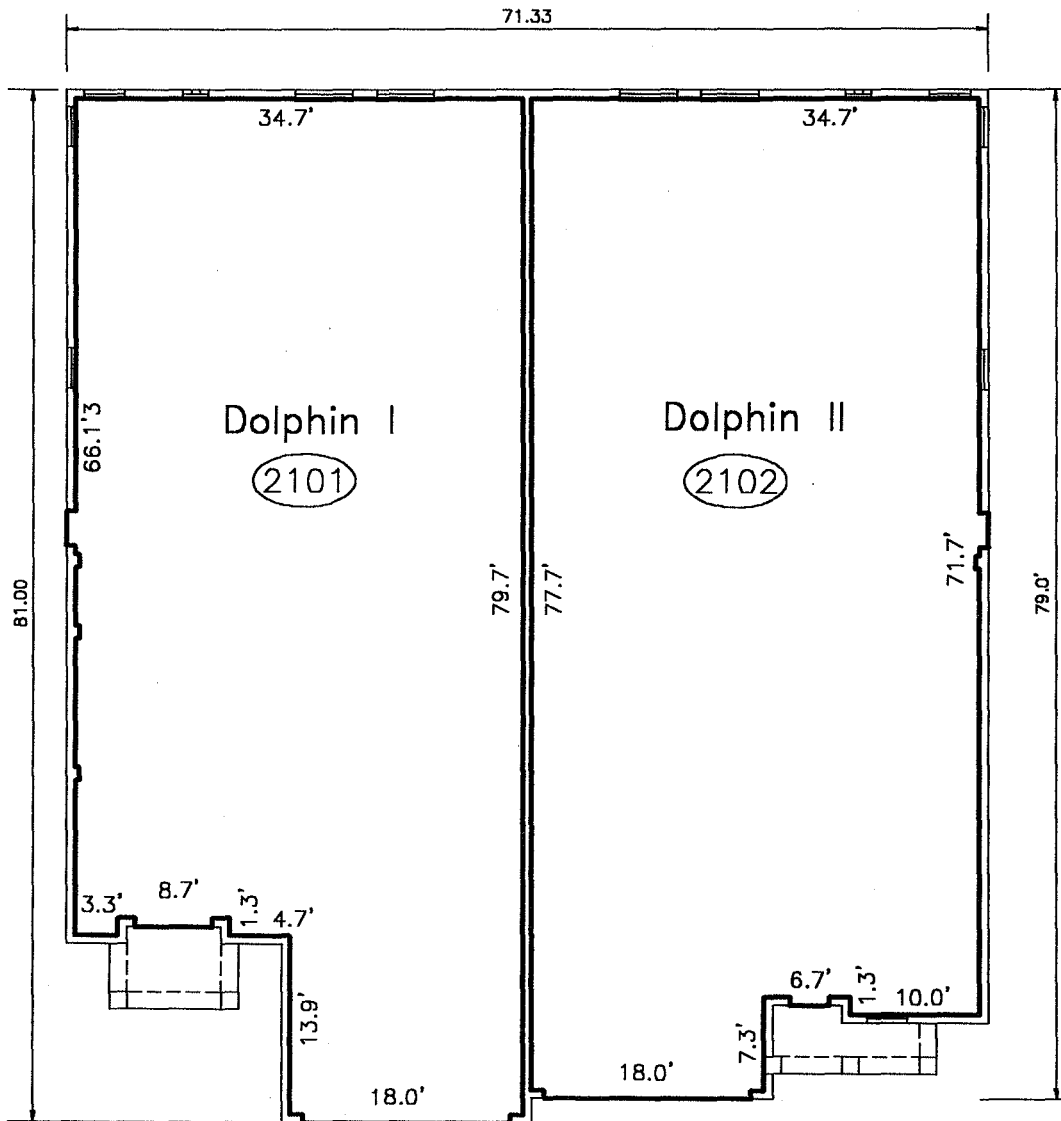


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BAYPORT CONDOMINIUMS

Phase Three – Building 21



SURVEYORS NOTES:

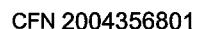
1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50'.
The Proposed Finish Ceiling Elevation is 19.50'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (2101) Indicates Unit number designation.
6. The Units represented is typical of Unit Floor Plans for "Dolphin I" and "Dolphin II". At the buyers request Unit Floor Plan "Manatee" may be substituted. Refer to Sheets 36, 37 and 38 for dimensions and Floor Plans of these Typical Units.

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EXHIBIT "A"

SHEET 21



SHEET 22

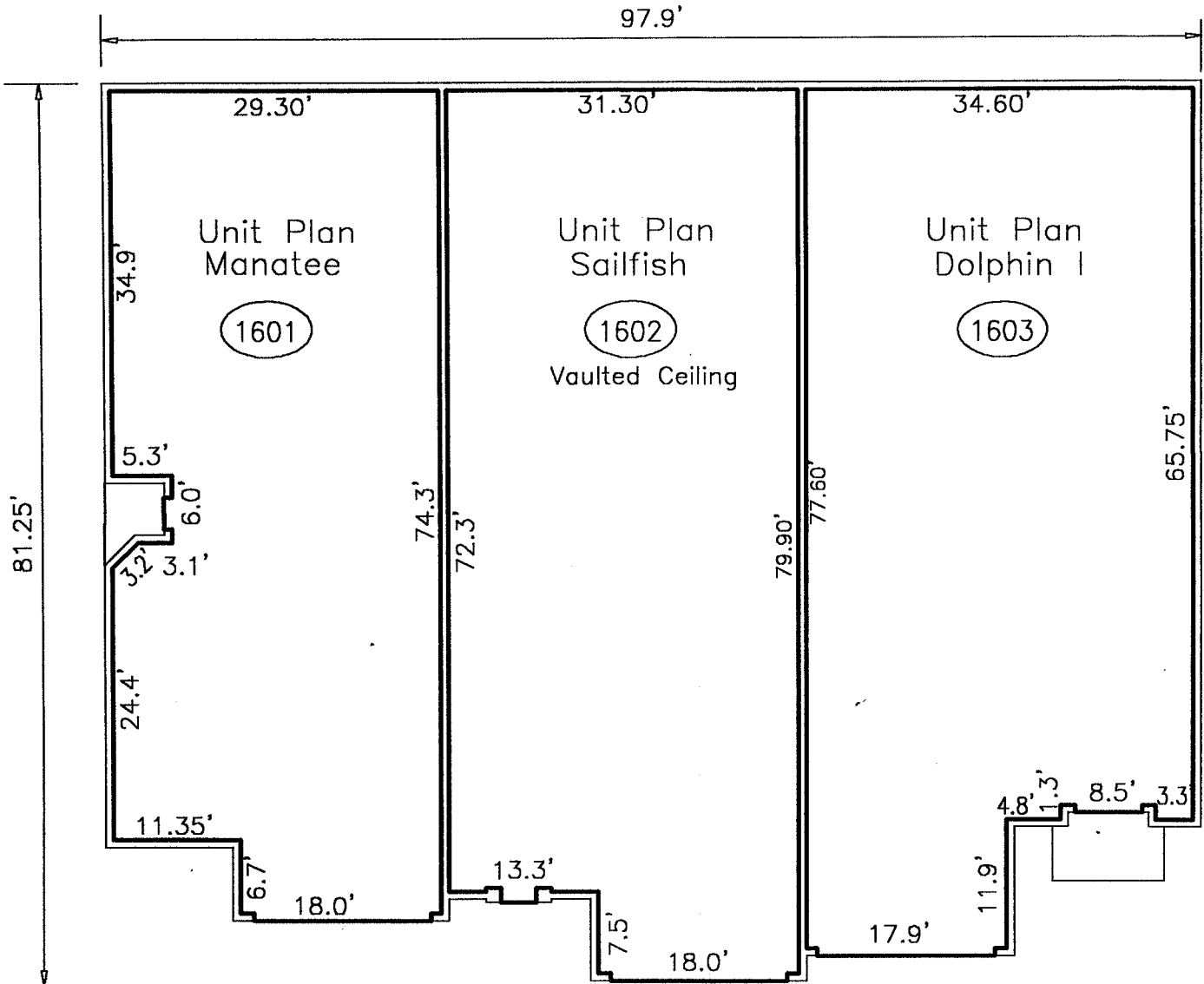


CFN 2004356801

JR Book/Page: 5383 / 5747

BAYPORT CONDOMINIUMS

Phase Four — Building 16



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Finish Floor Elevations is 9.50'.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1601) Indicates Unit number designation.
6. "Unit Plan Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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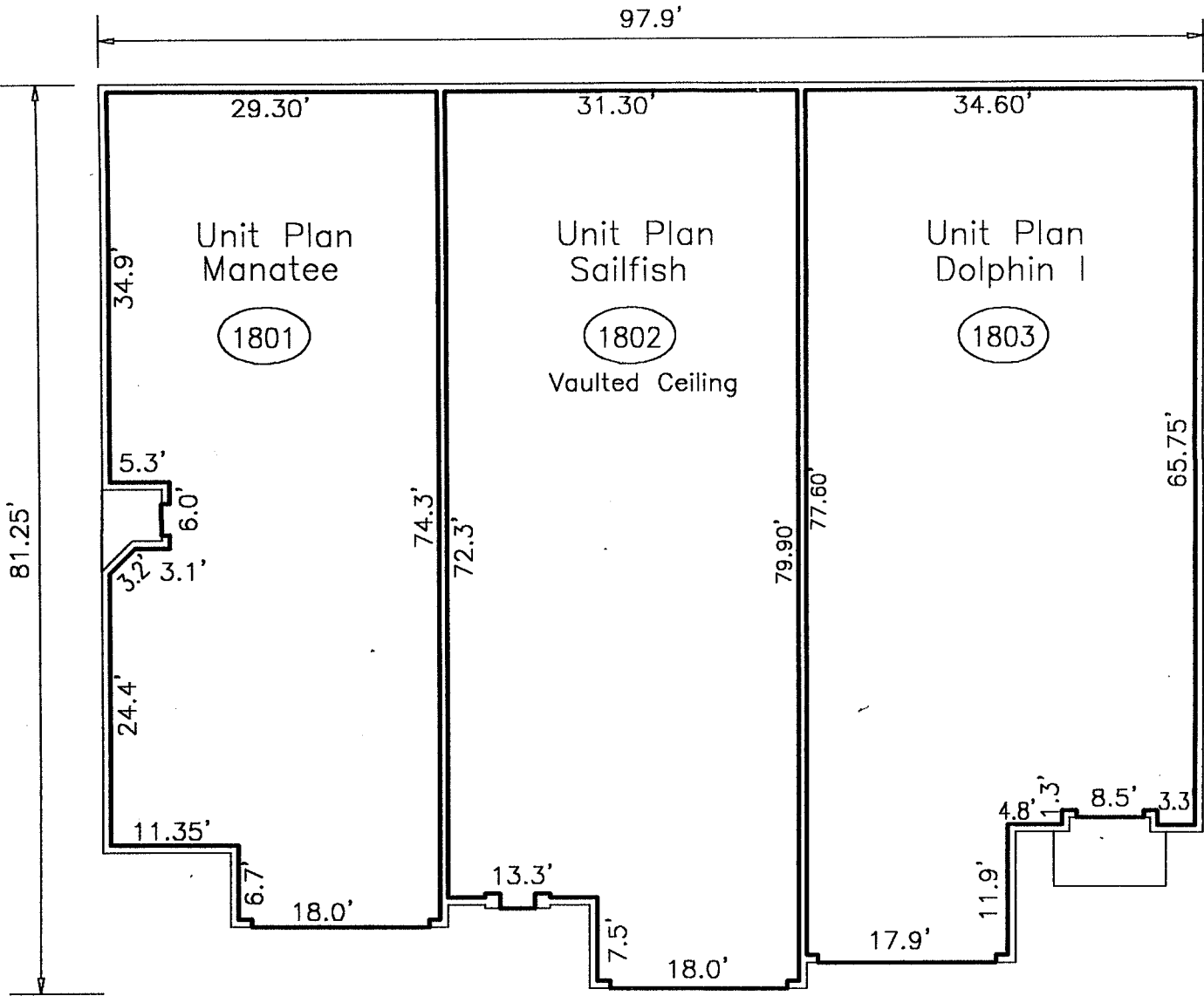
EXHIBIT "A"

SHEET 23



BAYPORT CONDOMINIUMS

Phase Four – Building 18



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Finish Floor Elevations is 9.50'.
The Finish Ceiling Elevation for the Manatee & Dolphin is 19.50'
The Finish Ceiling Elevation for the Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (1801) Indicates Unit number designation.
6. "Unit Plan Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.



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SHEET 24

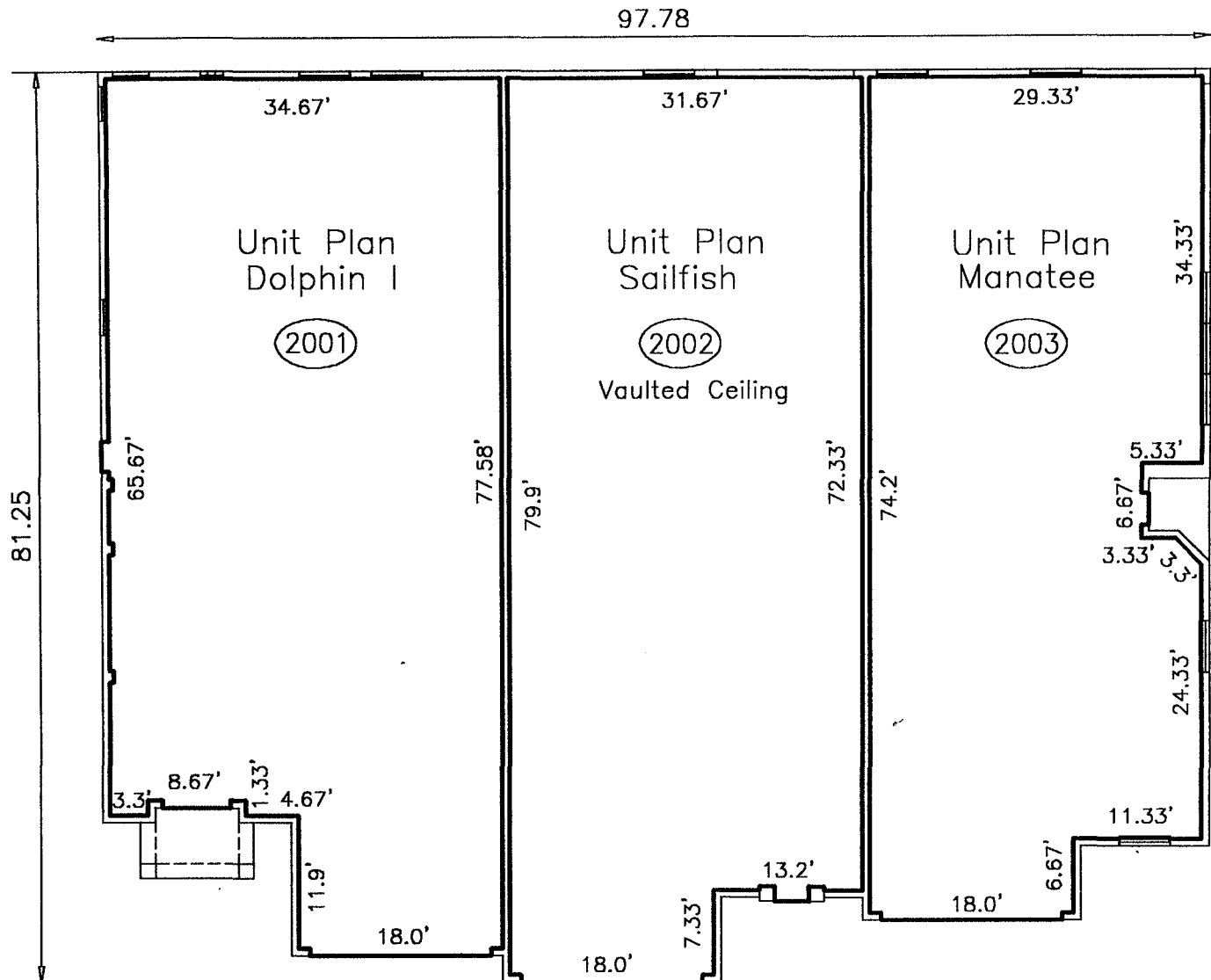


CFN 2004356801

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BAYPORT CONDOMINIUMS

Phase Four – Building 20



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 9.50.
The Proposed Finish Ceiling Elevation for Dolphin & Manatee is 19.50'
The Proposed Finish Ceiling Elevation for Sailfish is 29.50'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the porches are common elements whose use is limited to the adjacent Unit.
5. (2001) Indicates Unit number designation.
6. "Manatee" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 36 through 40.

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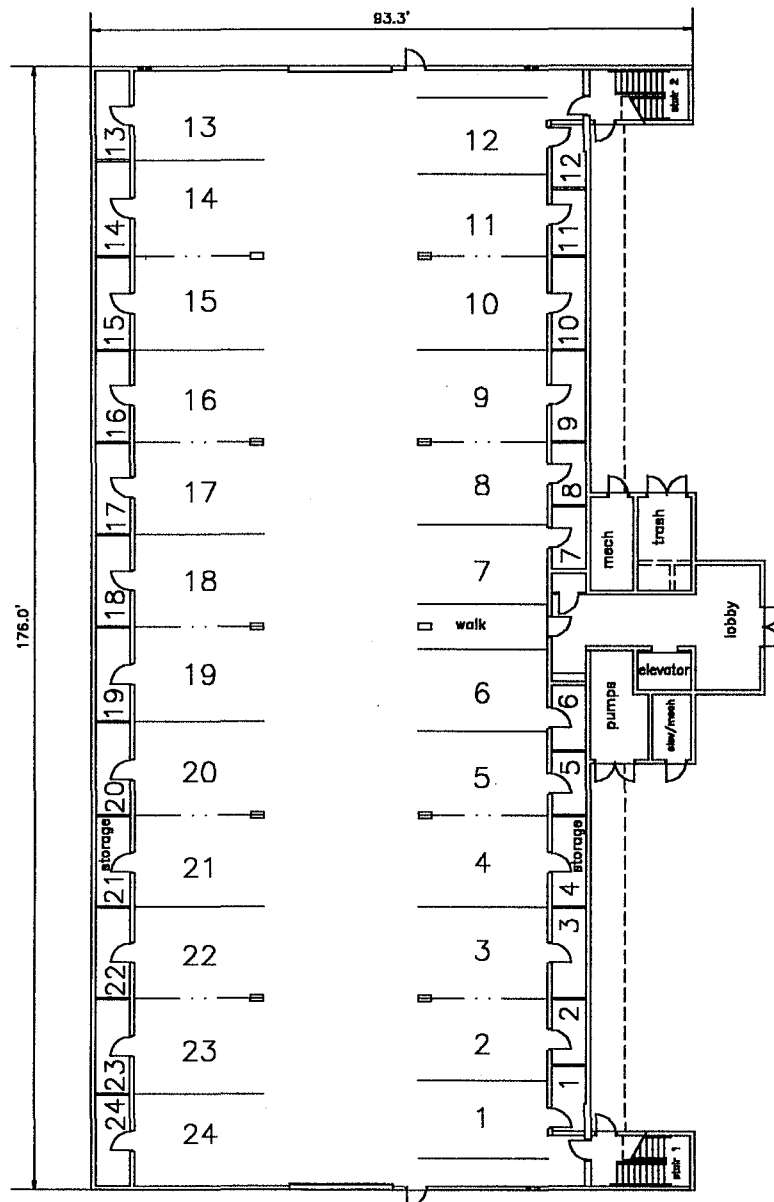
SHEET 25



BAYPORT CONDOMINIUMS

Phase Five – Condominium Building 22

Garage Floor Plan



SURVEYORS NOTES:

1. All areas within this plan are Common Elements of the Condominium.
2. The parking spaces and storage areas shown are limited common elements whose use is reserved to certain Units as set forth in the Declaration. The minimum parking space is 12.25'x20.0', some spaces are larger. The minimum storage space is 5.33'x10.0', some spaces are larger.
3. The Finish Floor is 8.75'.
The Finish Ceiling is 18.42'.
4. Elevations shown hereon are based on N.G.V. Datum of 1929.

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SHEET 26

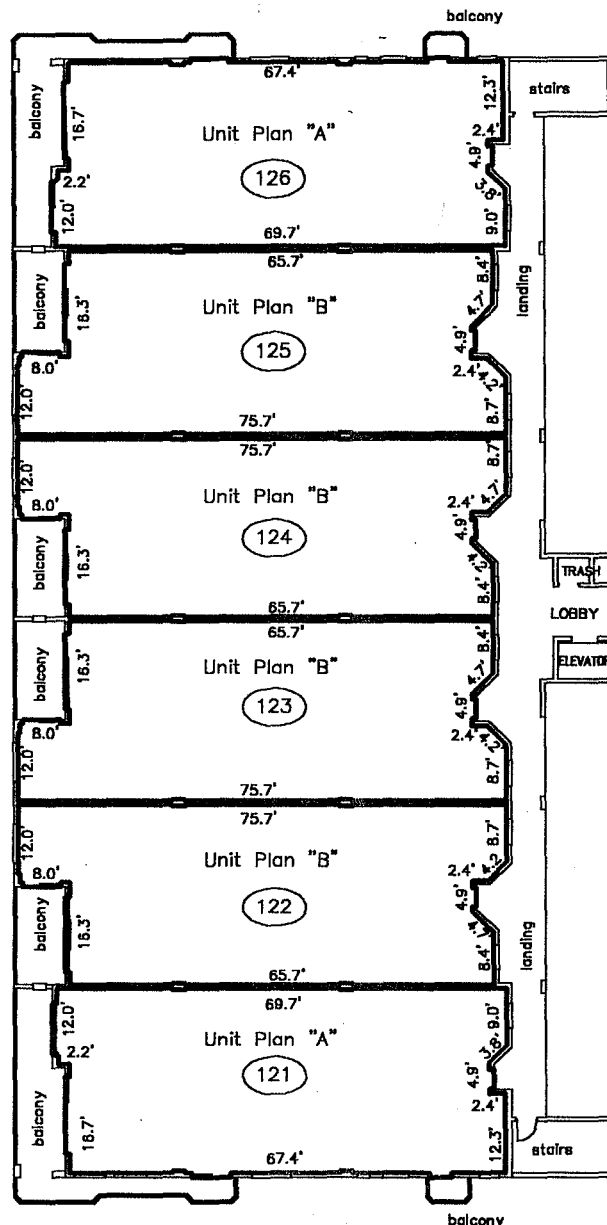


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BAYPORT CONDOMINIUMS

Phase Five – Condominium Building 22 2nd Floor Plan



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 19.08'
The Proposed Finish Ceiling Elevation is 27.08'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
5. (121) Indicates Unit number designation.
6. "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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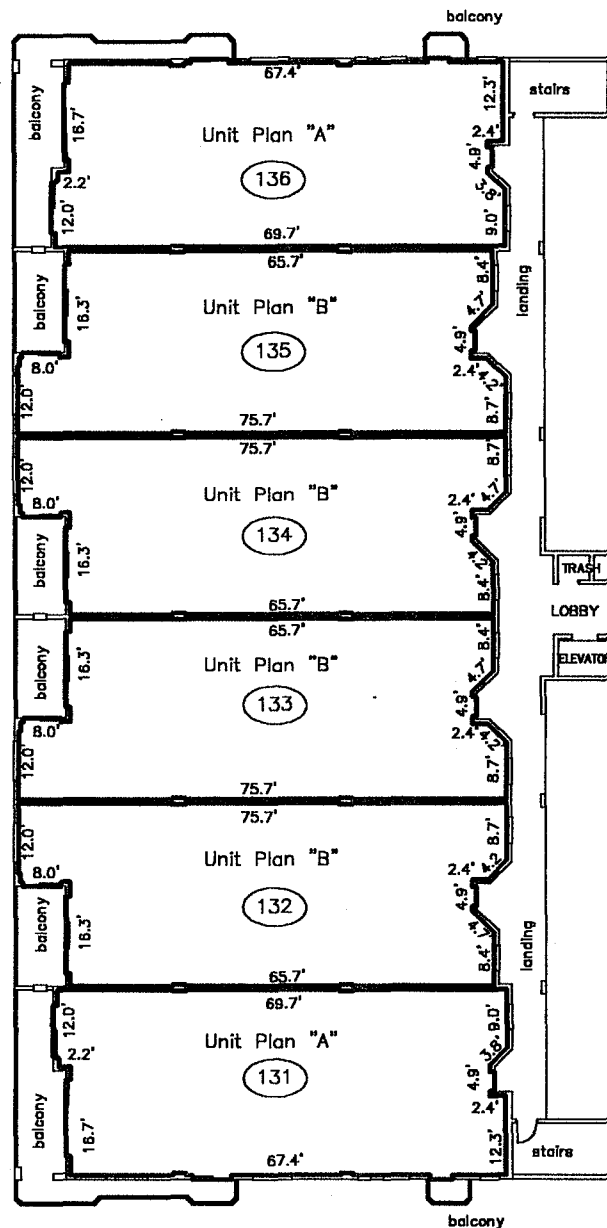
EXHIBIT "A"

SHEET 27



BAYPORT CONDOMINIUMS

Phase Five – Condominium Building 22 3rd Floor Plan



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 27.64'.
The Proposed Finish Ceiling Elevation is 35.64'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
5. (131) Indicates Unit number designation.
6. "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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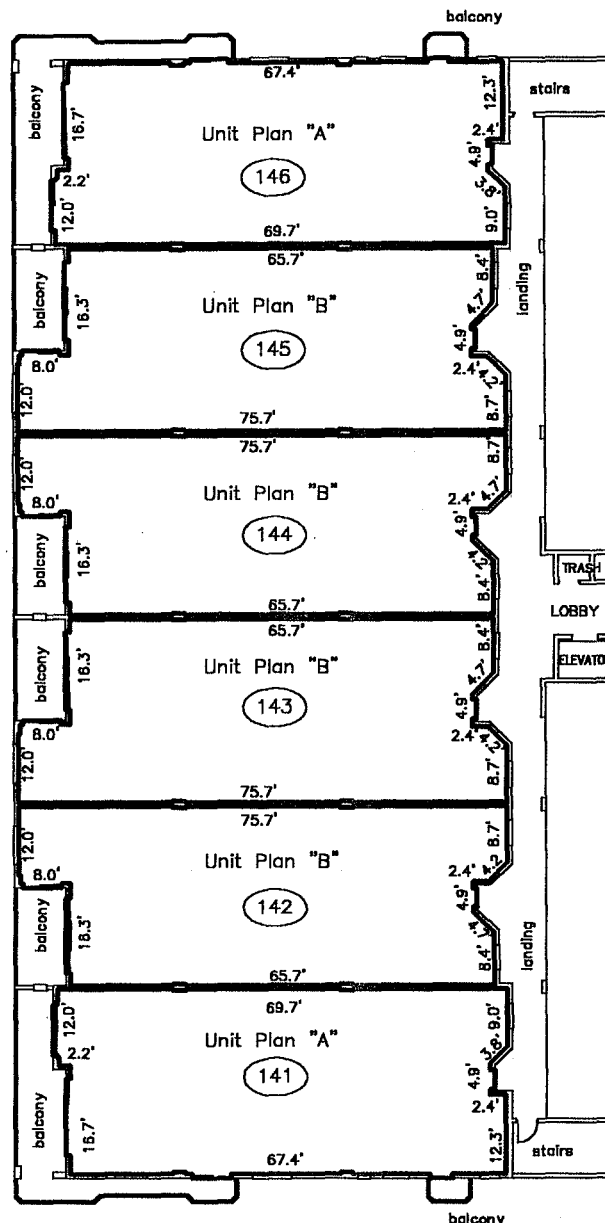
EXHIBIT "A"

SHEET 28



BAYPORT CONDOMINIUMS

Phase Five – Condominium Building 22 4th Floor Plan



SURVEYORS NOTES:

1. — Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 36.31'.
The Proposed Finish Ceiling Elevation is 44.31'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
5. (141) Indicates Unit number designation.
6. "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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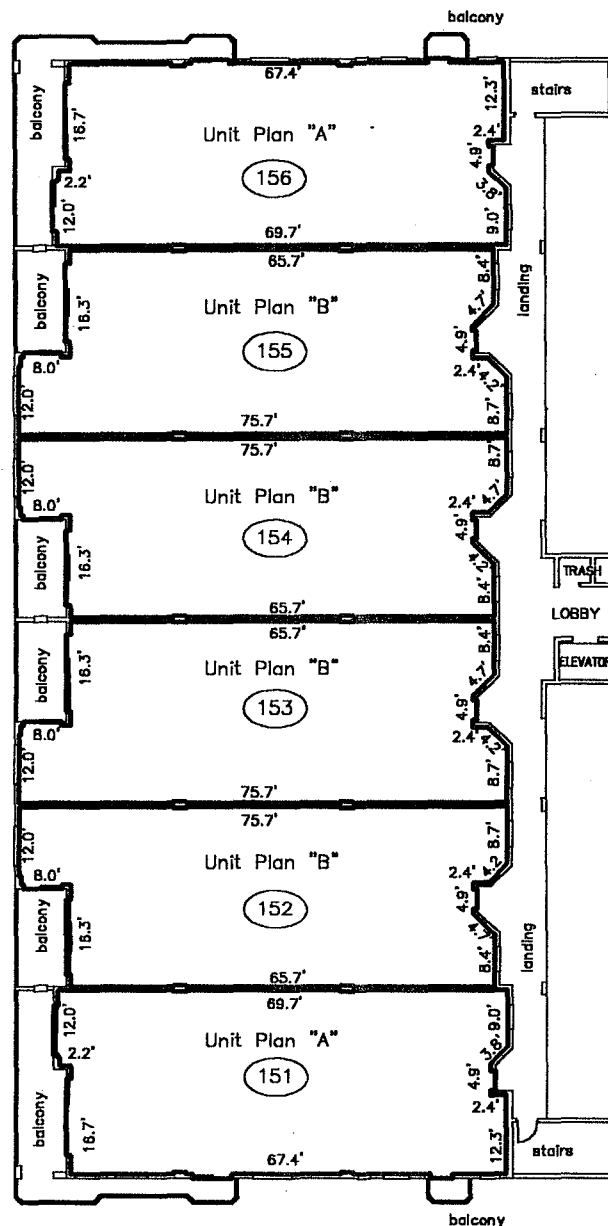
EXHIBIT "A"

SHEET 29



BAYPORT CONDOMINIUMS

Phase Five – Condominium Building 22 5th Floor Plan



SURVEYORS NOTES:

1. — Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 44.97'.
The Proposed Finish Ceiling Elevation is 52.97'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
5. (151) Indicates Unit number designation.
6. "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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EXHIBIT "A"

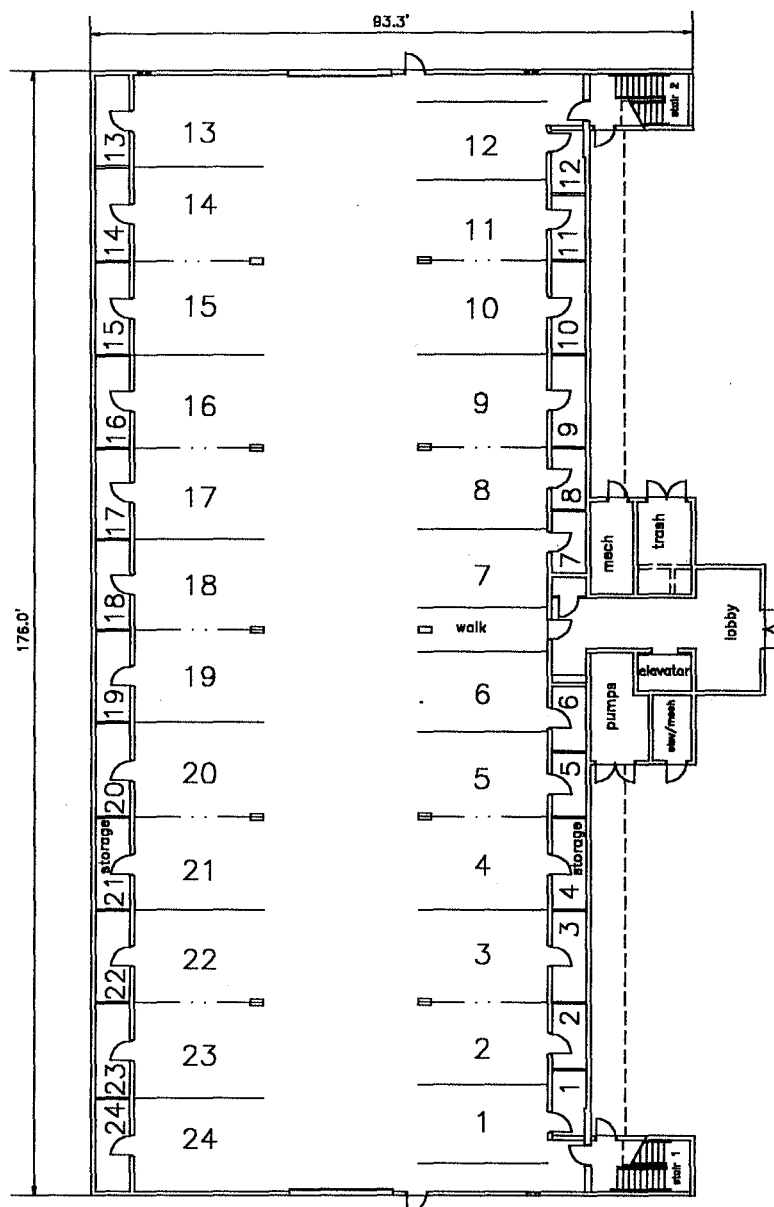
SHEET 30



BAYPORT CONDOMINIUMS

Phase Six — Condominium Building 24

Garage Floor Plan



SURVEYORS NOTES:

1. All areas within this plan are Common Elements of the Condominium.
2. The parking spaces and storage areas shown are limited common elements whose use is reserved to certain Units as set forth in the Declaration. The minimum parking space is 12.25'x20.0', some spaces are larger. The minimum storage space is 5.33'x10.0', some spaces are larger.
3. The Finish Floor is 8.75'.
The Finish Ceiling is 18.42'.
4. Elevations shown hereon are based on N.G.V. Datum of 1929.

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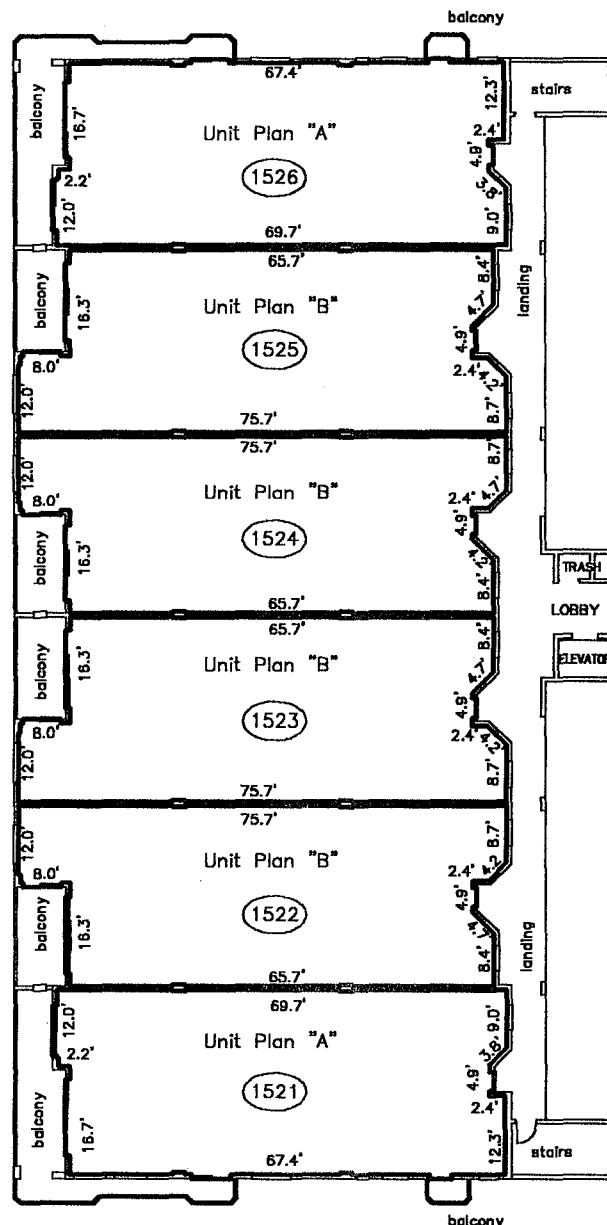
EXHIBIT "A"

SHEET 31



BAYPORT CONDOMINIUMS

Phase Six — Condominium Building 24 2nd Floor Plan



SURVEYORS NOTES:

1. — Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 19.08'
The Proposed Finish Ceiling Elevation is 27.08'
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
5. (1526) Indicates Unit number designation.
6. "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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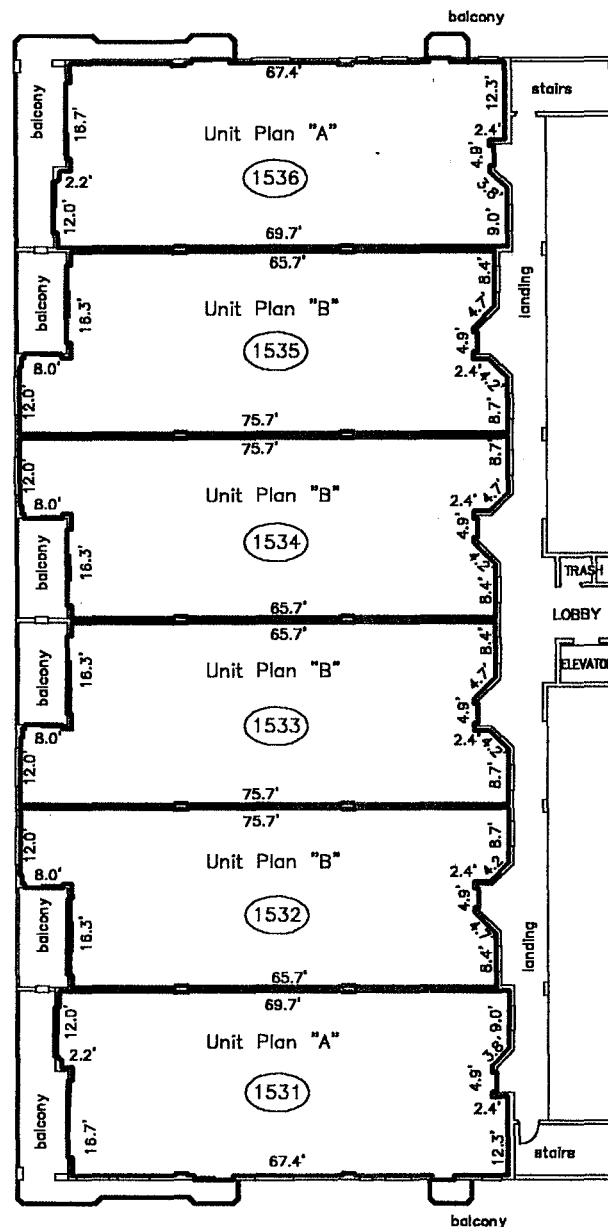
EXHIBIT "A"

SHEET 32



BAYPORT CONDOMINIUMS

Phase Six — Condominium Building 24 3rd Floor Plan



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 27.64'.
The Proposed Finish Ceiling Elevation is 35.64'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
5. (1536) Indicates Unit number designation.
6. "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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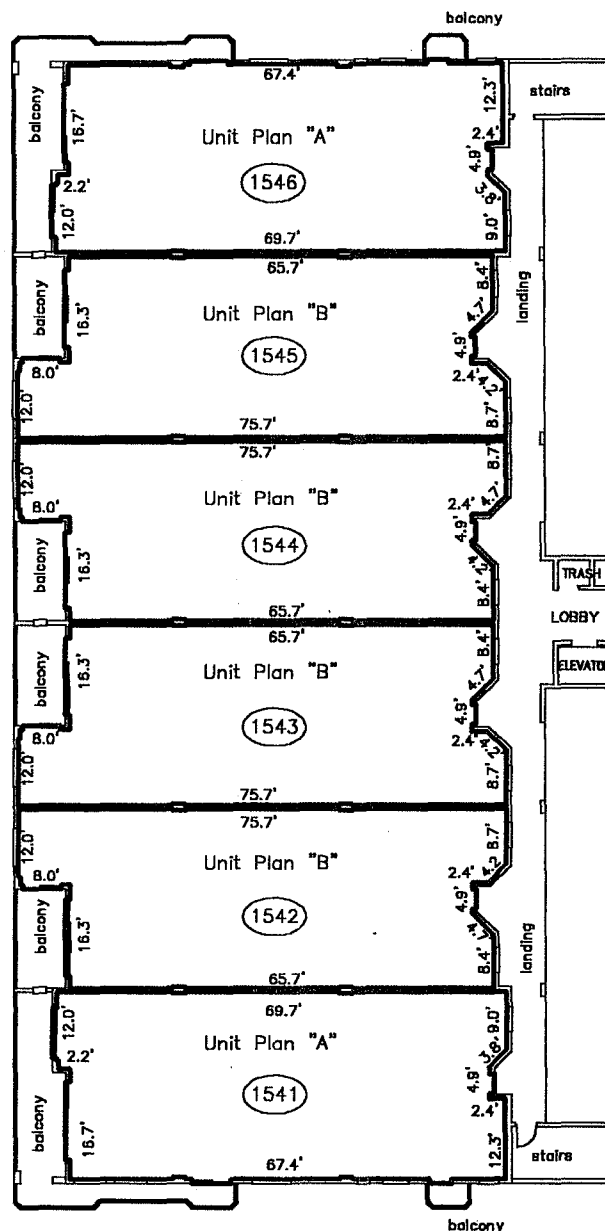
EXHIBIT "A"

SHEET 33



BAYPORT CONDOMINIUMS

Phase Six – Condominium Building 24 4th Floor Plan



SURVEYORS NOTES:

- Indicates the Horizontal Limits.
- The Proposed Finish Floor Elevations is 36.31'.
The Proposed Finish Ceiling Elevation is 44.31'.
- The Elevations shown are based on N.G.V. Datum of 1929.
- All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
- 1546 Indicates Unit number designation.
- "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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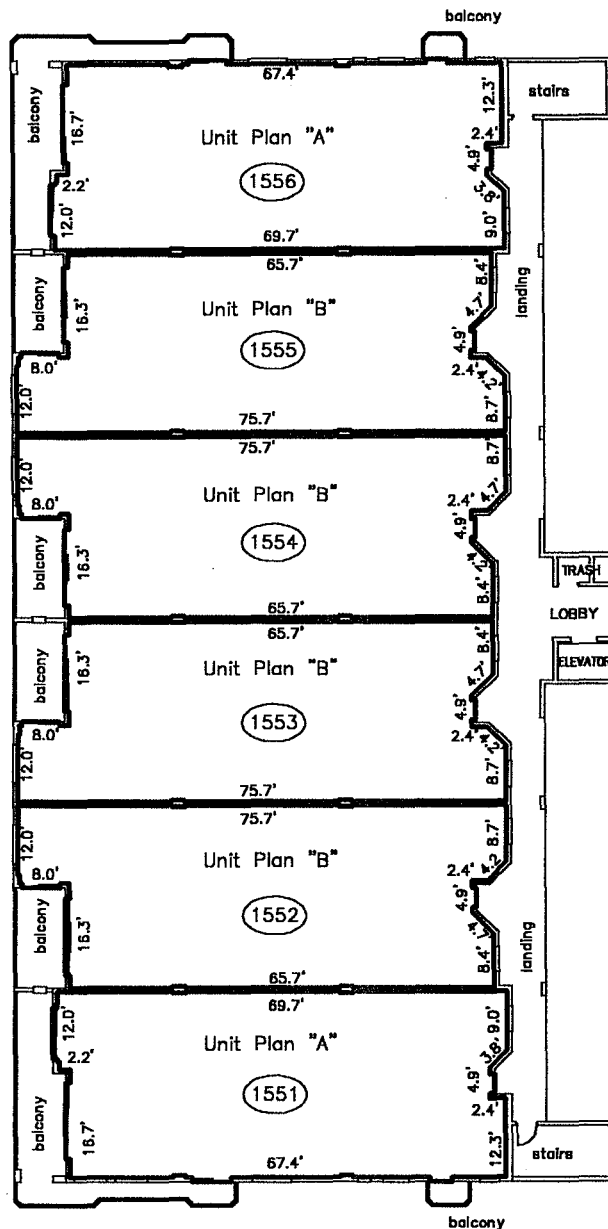
EXHIBIT "A"

SHEET 34



BAYPORT CONDOMINIUMS

Phase Six — Condominium Building 24 5th Floor Plan



SURVEYORS NOTES:

1. ——— Indicates the Horizontal Limits.
2. The Proposed Finish Floor Elevations is 44.97'.
The Proposed Finish Ceiling Elevation is 52.97'.
3. The Elevations shown are based on N.G.V. Datum of 1929.
4. All areas exclusive of the Units are common elements. Some areas such as the balconies are common elements whose use is limited to the adjacent Unit.
5. (1556) Indicates Unit number designation.
6. "Unit Plan B" indicates Typical Floor Plan of that Unit.
Refer to Typical Floor Plans on Sheets 41 & 42.

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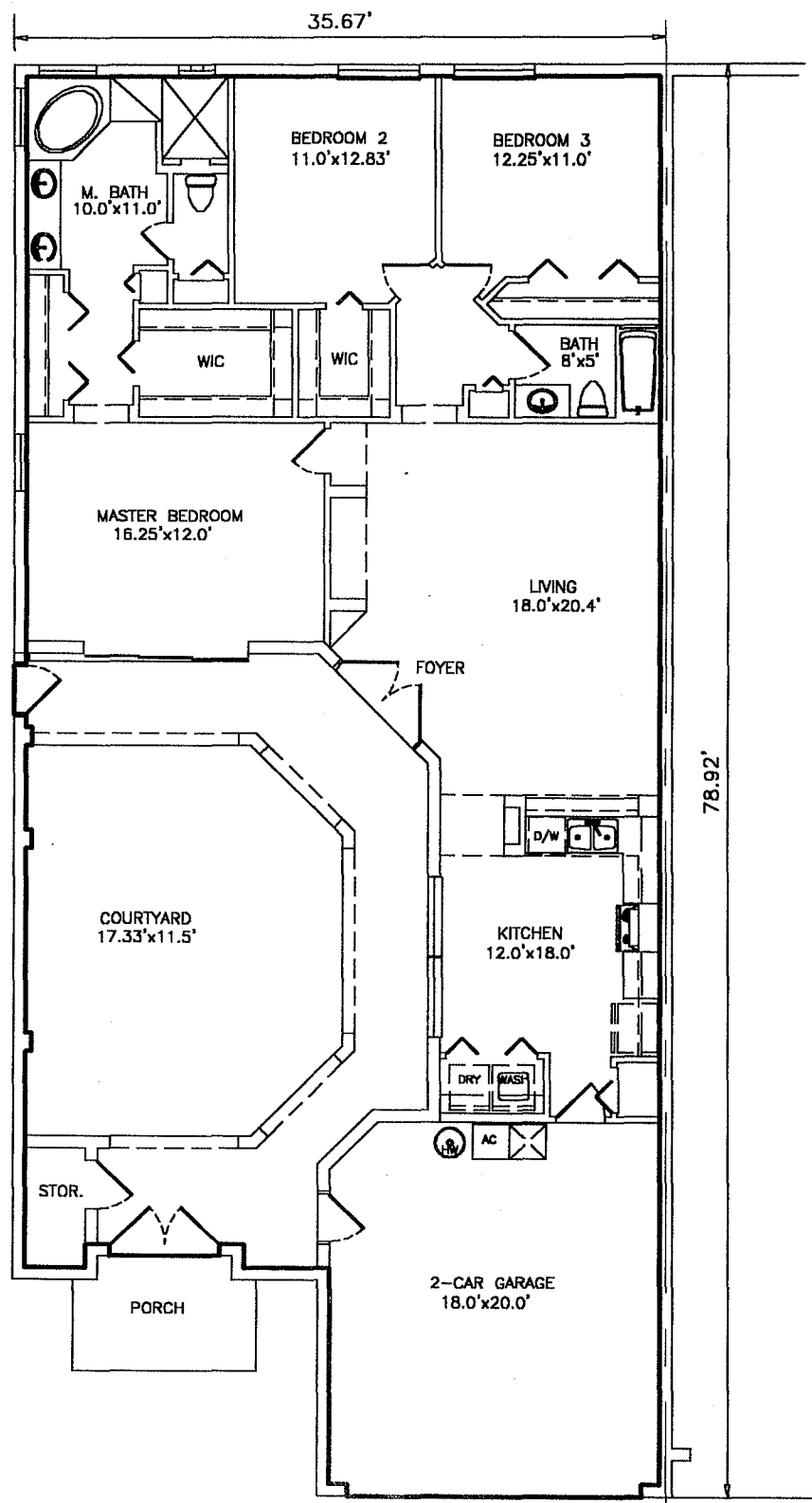
EXHIBIT "A"

SHEET 35



BAYPORT CONDOMINIUMS

Typical Floor Plan Dolphin I



SURVEYORS NOTES:

- 1. This Plan is Typical of some of the Units within the development. Some Units may be a reverse or mirror image of the Plan shown. Refer to the Building Plans for its location.
- 2. ——— Indicates the Horizontal Limits of the Unit.
- 3. The Front Porch is a Common Element whose use is limited to the adjacent Unit.

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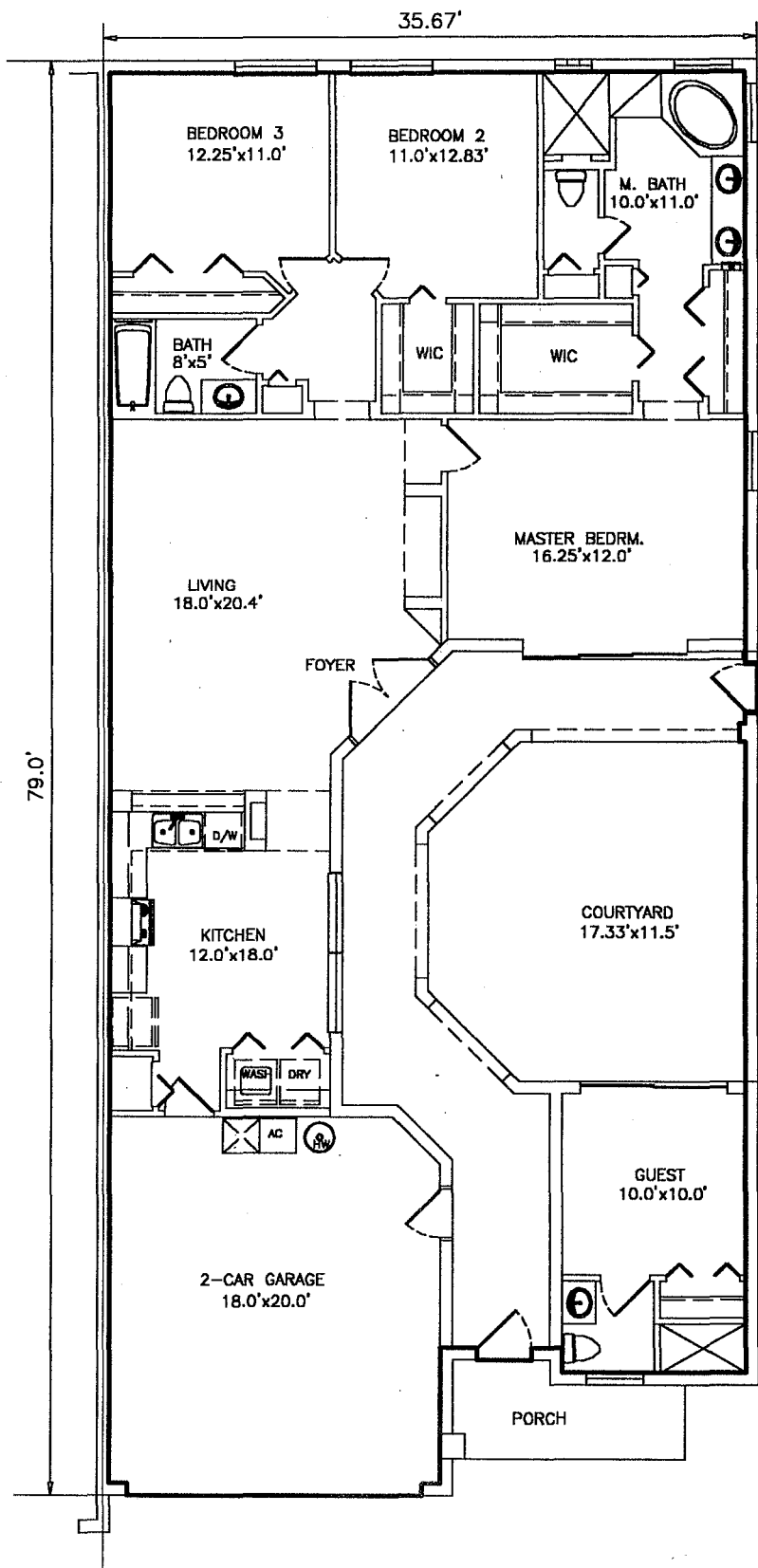
EXHIBIT "A"

SHEET 36



BAYPORT CONDOMINIUMS

Typical Floor Plan Dolphin II



SURVEYORS NOTES:

1. This Plan is Typical of some of the Units within the development. Some Units may be a reverse or mirror image of the Plan shown. Refer to the Building Plans for its location.
2. ——— Indicates the Horizontal Limits of the Unit.
3. The Front Porch is a Common Element whose use is limited to the adjacent Unit.

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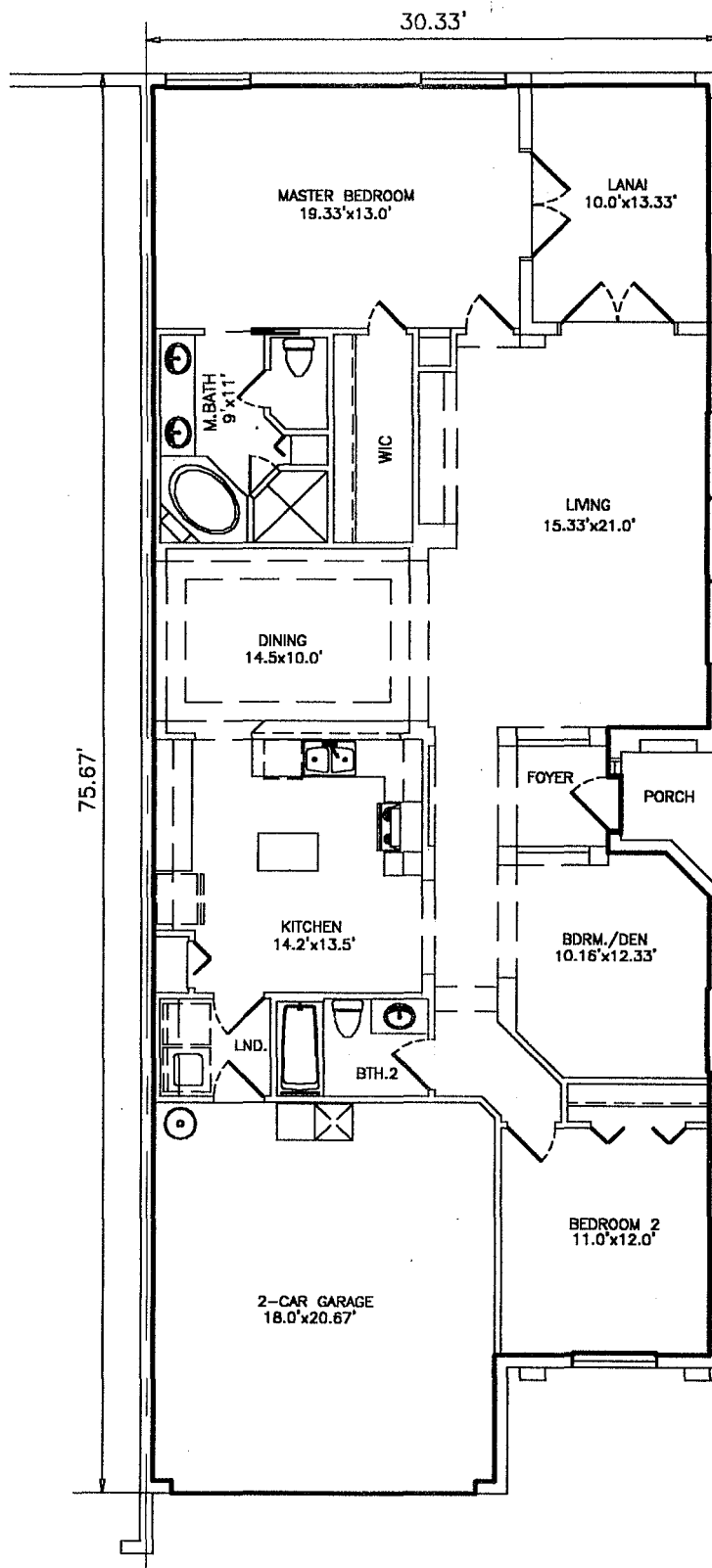
EXHIBIT "A"

SHEET 37



BAYPORT CONDOMINIUMS

Typical Floor Plan Manatee



SURVEYORS NOTES:

1. This Plan is Typical of some of the Units within the development. Some Units may be a reverse or mirror image of the Plan shown. Refer to the Building Plans for its location.
2. ——— Indicates the Horizontal Limits of the Unit.
3. The Porch and Lanai are Common Element whose use is limited to the adjacent Unit.

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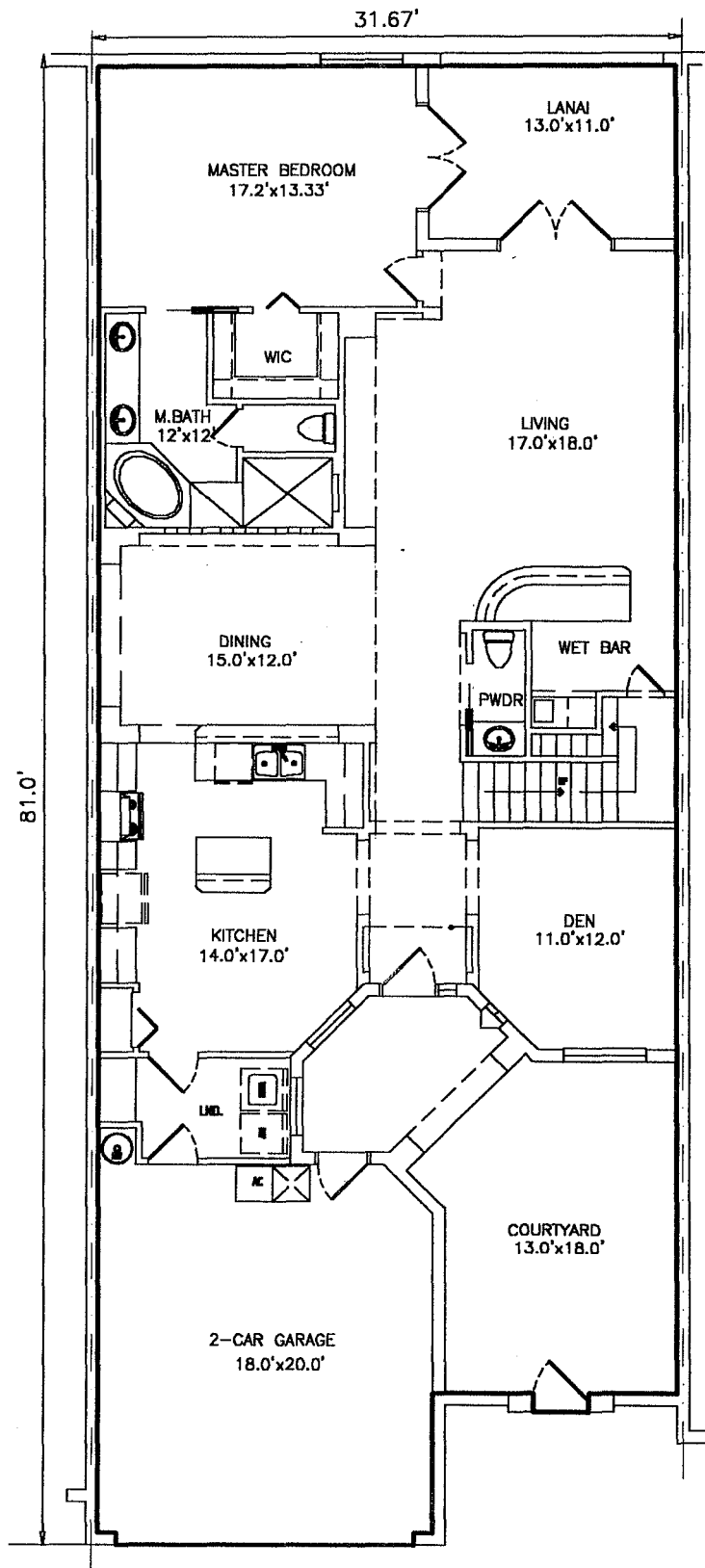
EXHIBIT "A"

SHEET 38



BAYPORT CONDOMINIUMS

Typical 1st Floor Plan Sailfish



SURVEYORS NOTES:

1. This Plan is Typical of some of the Units within the development. Some Units may be a reverse or mirror image of the Plan shown. Refer to the Building Plans for its location.
2. ——— Indicates the Horizontal Limits of the Unit.
3. The Lanai is a Common Element whose use is limited to the adjacent Unit.
4. This is the Typical 1st Floor Plan of this Unit. See Sheet 40 for its 2nd Floor Plan.

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EXHIBIT "A"

SHEET 39

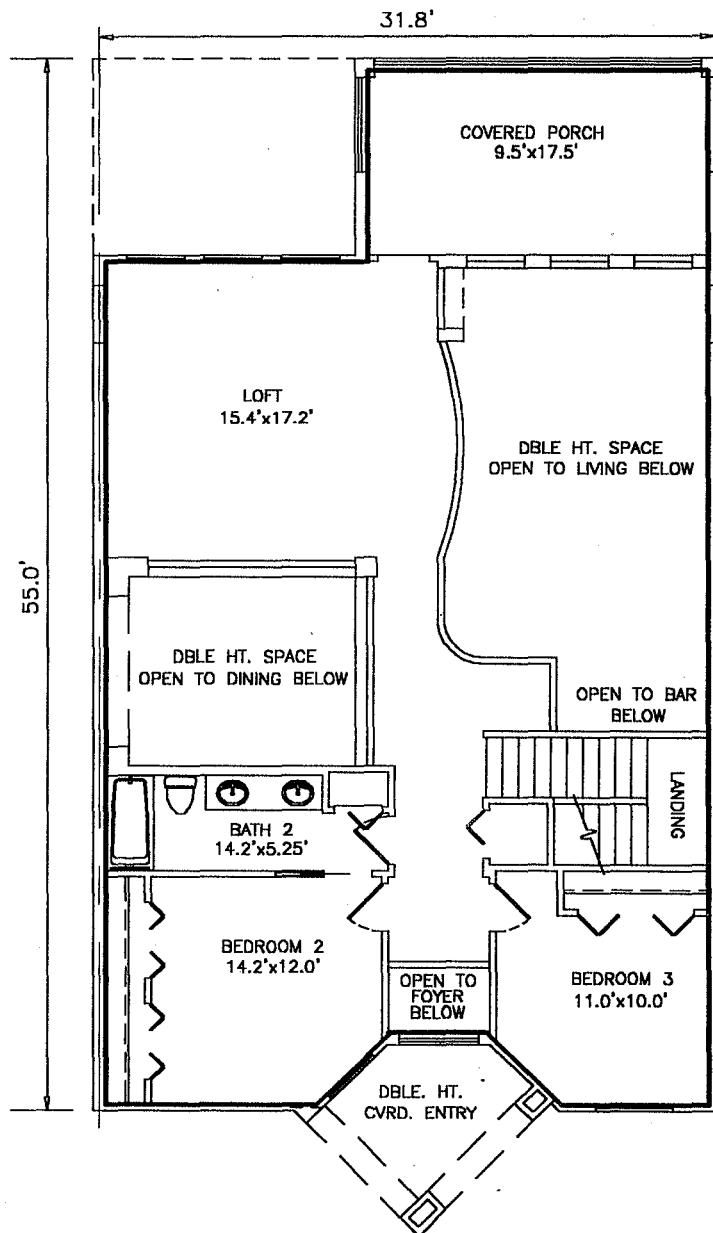


CFN 2004356801

OR Book/Page: 5383 / 5764

BAYPORT CONDOMINIUMS

Typical 2nd Floor Plan Sailfish



SURVEYORS NOTES:

1. This Plan is Typical of some of the Units within the development. Some Units may be a reverse or mirror image of the Plan shown. Refer to the Building Plans for its location.
2. ——— Indicates the Horizontal Limits of the Unit.

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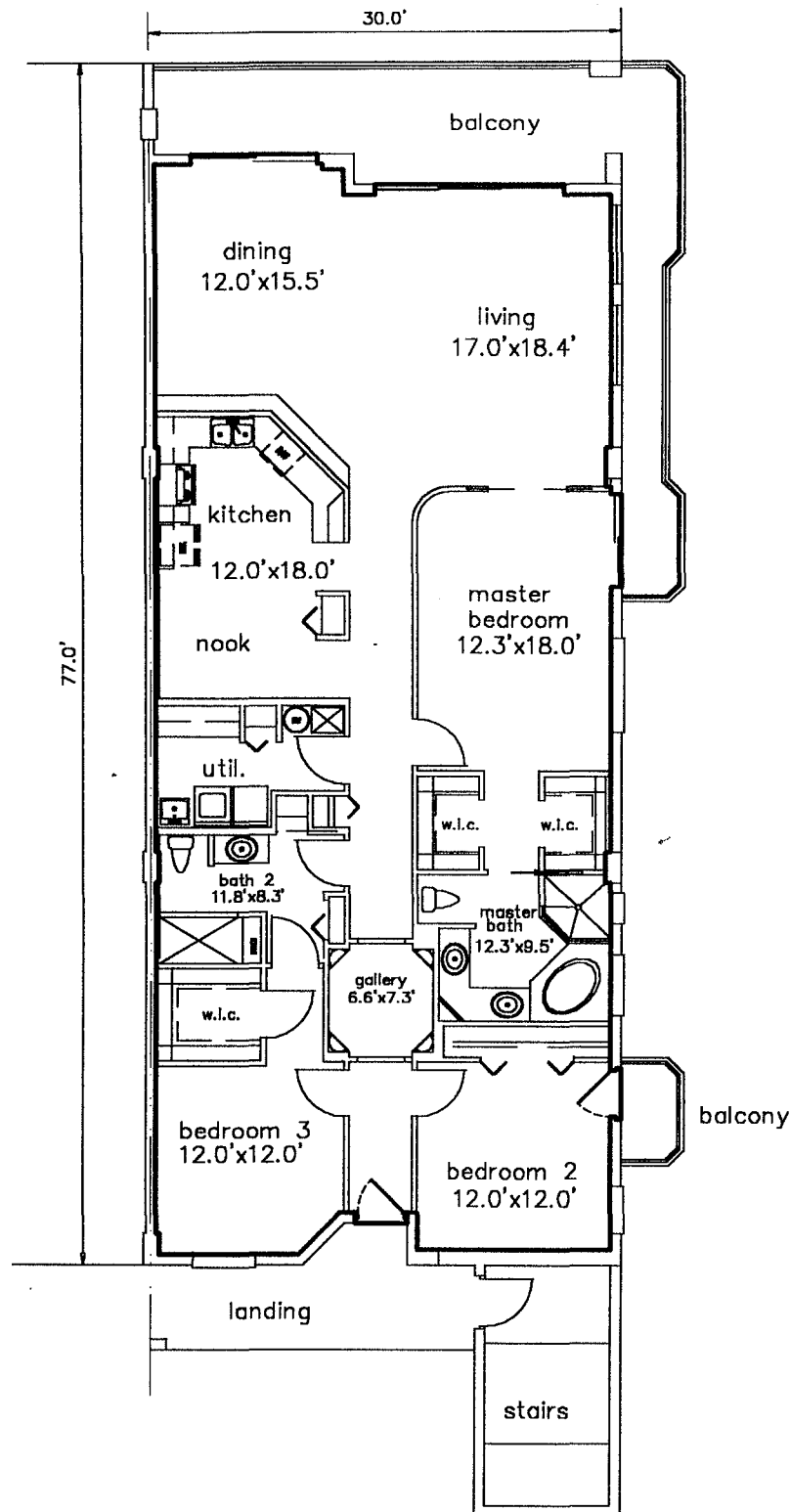
EXHIBIT "A"

SHEET 40



BAYPORT CONDOMINIUMS

Condominium — Typical Floor Plan "A"



SURVEYORS NOTES:

1. This Plan is Typical of some of the Units within the development. Some Units may be a reverse or mirror image of the Plan shown. Refer to the Building Plans for its location.
2. ——— Indicates the Horizontal Limits of the Unit.
3. The Balconies are a Common Element whose use is limited to the adjacent Unit.

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REVISED PER STATES COMMENTS

EXHIBIT "A"

SHEET 41

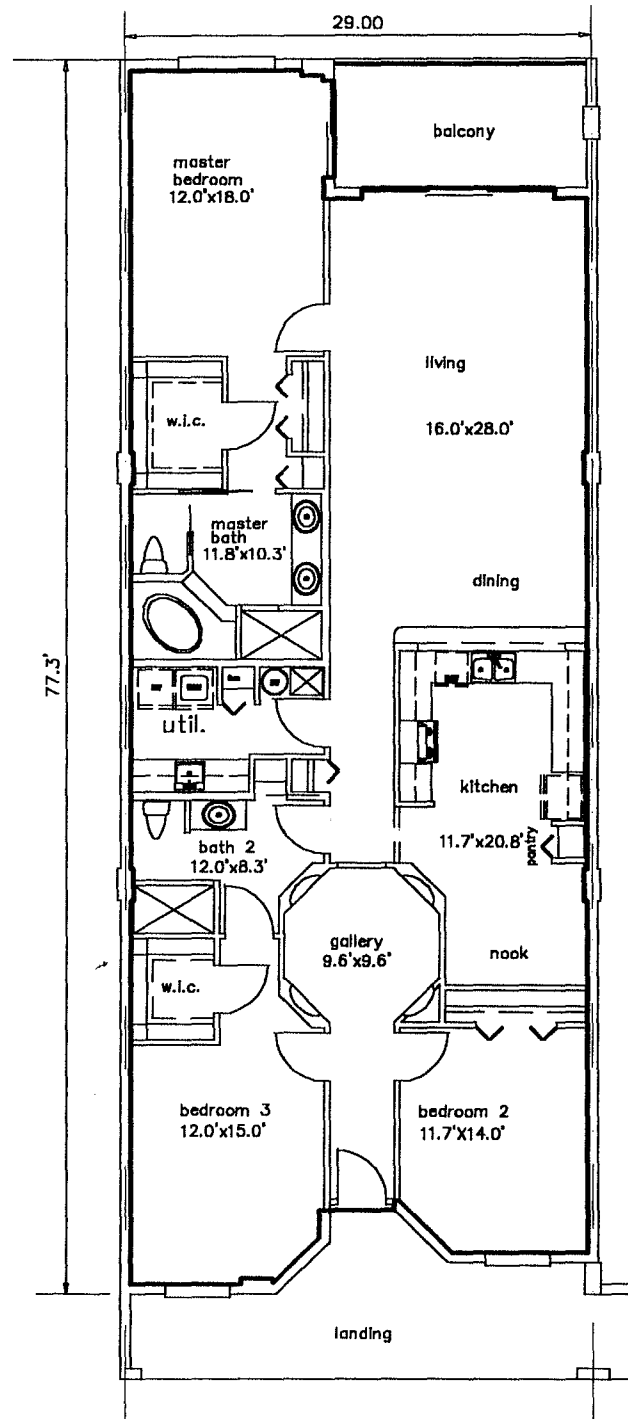


CFN 2004356801

OR Book/Page: 5383 / 5766

BAYPORT CONDOMINIUMS

Condominium – Typical Floor Plan "B"



SURVEYORS NOTES:

1. This Plan is Typical of some of the Units within the development. Some Units may be a reverse or mirror image of the Plan shown. Refer to the Building Plans for its location.
2. — Indicates the Horizontal Limits of the Unit.
3. The Balconies are a Common Element whose use is limited to the adjacent Unit.

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REVISED PER STATES COMMENTS

EXHIBIT "A"

SHEET 42

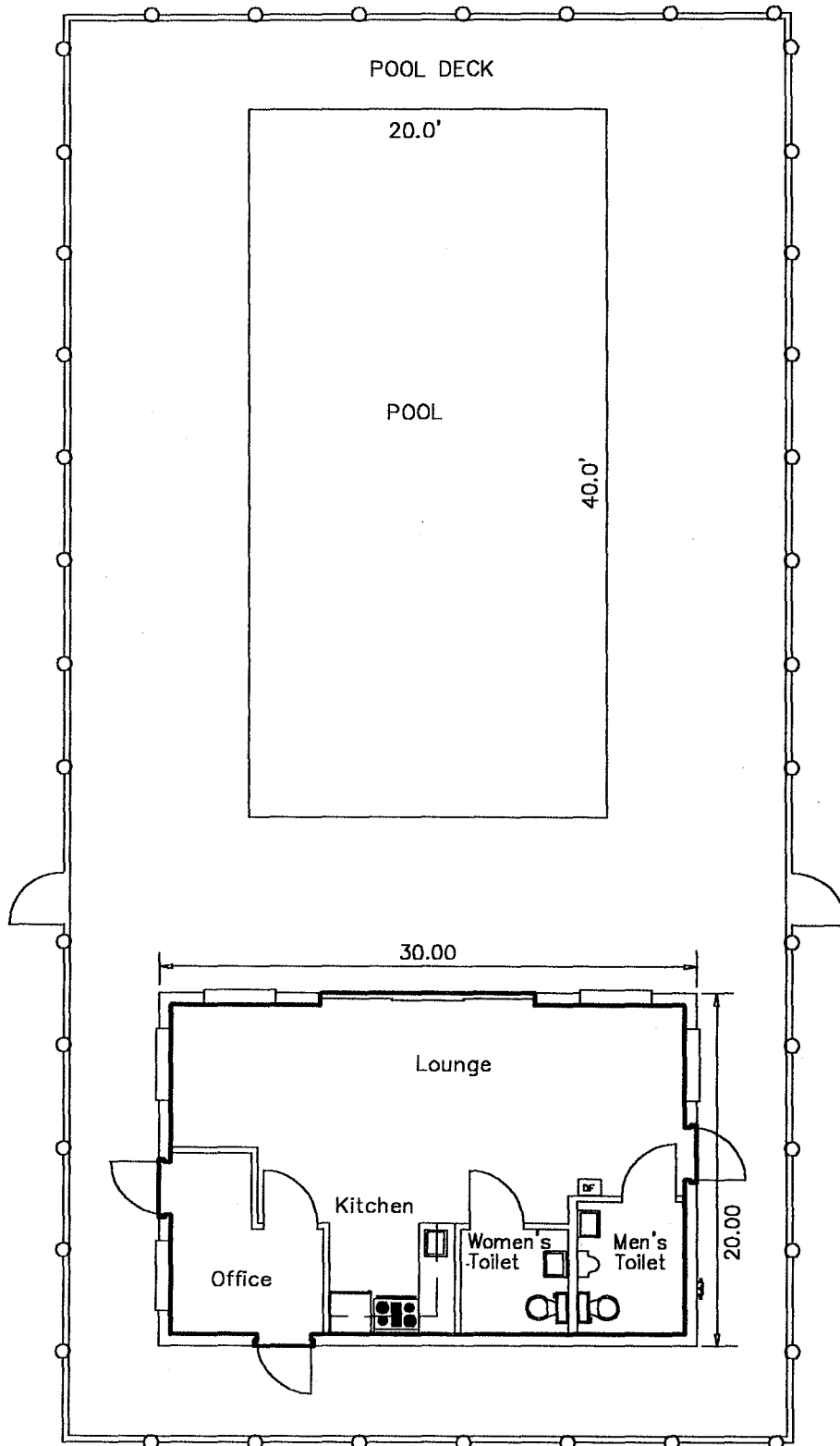


CFN 2004356801

OR Book/Page: 5383 / 5767

BAYPORT CONDOMINIUMS

Recreation Facilities



SURVEYORS NOTES:

1. The pool, recreation area and cabana are common elements of the condominium.
2. See Graphic Plot Plan on Sheet 2 for the location of these improvements.

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EXHIBIT "A"

SHEET 43

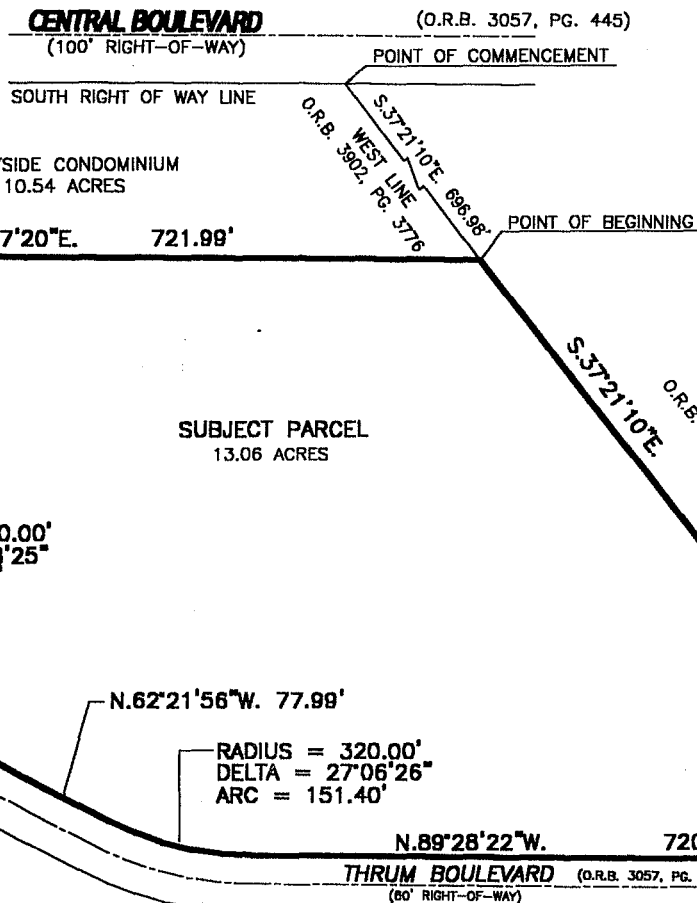


CFN 2004356801

OR Book/Page: 5383 / 5768

BAYPORT CONDOMINIUMS

Sketch of Survey Parent Parcel



LEGAL DESCRIPTION:

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E., along the West line of said Official Records Book 3902 at Page 3776 a distance of 696.98 feet to the Point of Beginning; Thence continue S.37°21'10"E., along said West line a distance of 794.05 feet to a point on the North right of way line of Thrum Boulevard, (Tower Boulevard) a 60.00 foot right of way, as described in Official Records Book 3057 at Page 448 of said Public Records; Thence run N.89°28'22"W., along said North right of way line, a distance of 720.82 feet to a point of curvature of a curve to the right, having a radius of 320.00 feet; Thence Northwesternly along the arc of said curve through a central angle of 27°06'26", a distance of 151.40 feet to the point of tangency; Thence N.62°21'56"W., a distance of 77.99 feet to a point of curvature of a curve to the right having a radius of 1020.00 feet; Thence run Northwesternly along the arc of said curve through a central angle of 31°48'25", a distance of 566.24 feet; Thence leaving said right of way, run S.89°27'20"E., a distance of 135.21 feet; Thence run N.00°32'40"E., a distance of 175.00 feet; Thence run S.89°27'20"E., a distance of 721.99 feet to the Point of Beginning. Containing 13.06 acres more or less.

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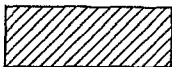
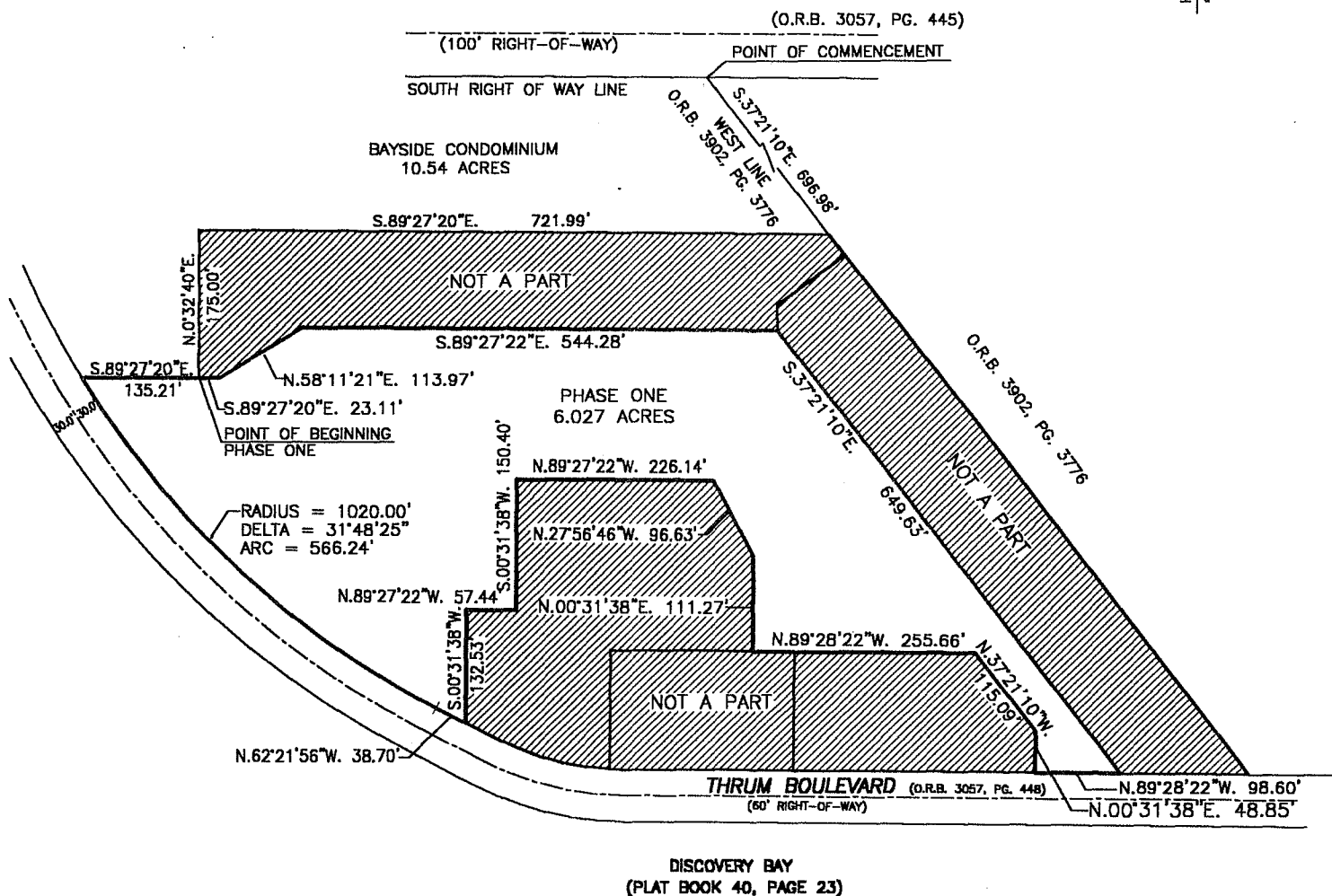
EXHIBIT "B"

SHEET 1



BAYPORT CONDOMINIUMS

Sketch of Survey Phase One

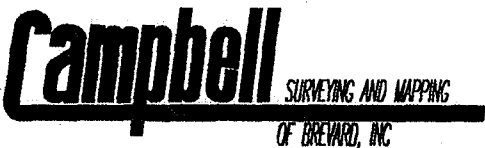


INDICATES THAT AREA NOT INCLUDED IN PHASE ONE

LEGAL DESCRIPTION: (PHASE ONE)

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of the lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E., a distance of 696.98 feet; Thence run N.89°27'22"W. a distance of 721.99 feet; Thence run S.00°32'40"W. a distance of 175.00 feet to the Point of Beginning; Thence run S.89°27'20"E. a distance of 23.11 feet; Thence run N.58°11'21"E. a distance of 113.97 feet; Thence run S.89°27'22"E. a distance of 544.28 feet; Thence run S.37°21'10"E. a distance of 649.63 feet to a point on the North right of way line of Tower Boulevard, (Tower Boulevard) a 60.00 foot right of way as described in Official Records Book 3057 at Page 448 of said Public Records; Thence run N.89°28'22"W. along said North right of way line a distance of 98.60 feet; Thence leaving said North right of way line run N.00°31'38"E. a distance of 48.85 feet; Thence run N.37°21'10"W. a distance of 115.09 feet; Thence run N.89°28'22"W. a distance of 255.66 feet; Thence run N.00°31'38"E. a distance of 111.27 feet; Thence run N.27°56'46"W. a distance of 96.63 feet; Thence run N.89°27'22"W. a distance of 226.14 feet; Thence run S.00°31'38"W. a distance of 150.40 feet; Thence run N.89°27'22"W. a distance of 57.44 feet; Thence run S.00°31'38"W. a distance of 132.53 feet to a point on the said North right of way line of Tower Boulevard; Thence run N.62°21'56"W. along said North right of way line a distance of 38.70 feet to a point of curvature of a curve to the right having a radius of 1020.00 feet; Thence run Northwestly along the arc of said curve through a central angle of 31°48'25", a distance of 566.24 feet; Thence leaving said right of way run S.89°27'20"E. a distance of 135.21 feet to the Point of Beginning. Said Parcel contains 6.027 acres more or less.



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EXHIBIT "B"

SHEET 2

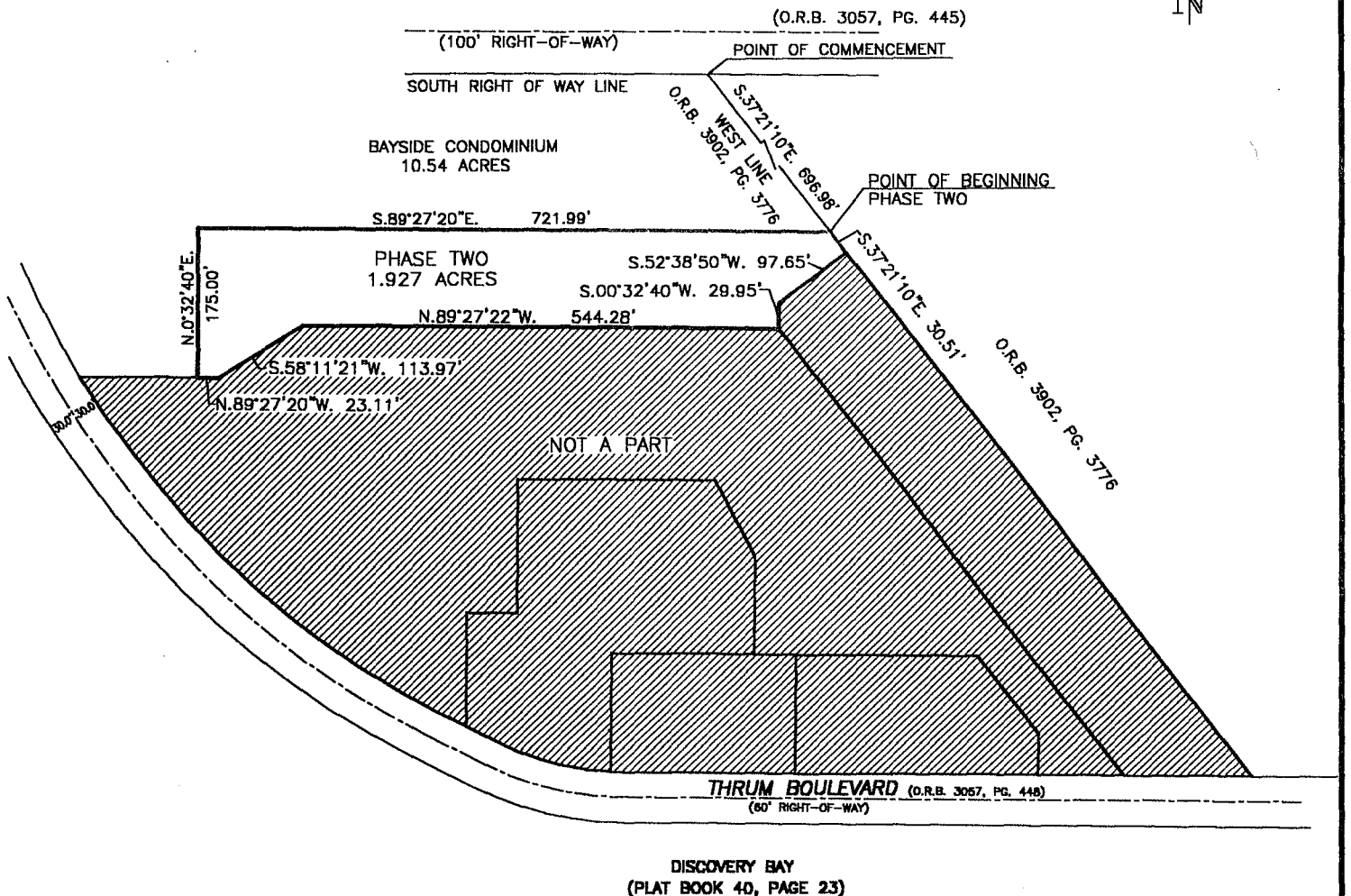


CFN 2004356801

OR Book/Page: 5383 / 5770

BAYPORT CONDOMINIUMS

Sketch of Survey Phase Two



INDICATES THAT AREA NOT INCLUDED IN PHASE TWO

LEGAL DESCRIPTION: (PHASE TWO)

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of the lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E., a distance of 696.98 feet to the Point of Beginning; Thence run S.37°21'10"E. a distance of 30.51 feet; Thence run S.52°38'50"W., a distance of 97.65 feet; Thence run S.00°32'40"W. a distance of 29.95 feet; Thence run N.89°27'22"W. a distance of 544.28 feet; Thence run S.58°11'21"W. a distance of 113.97 feet; Thence run N.89°27'20"W. a distance of 23.11 feet; Thence run N.00°32'40"E. a distance of 175.00 feet; Thence run S.89°27'22"E. a distance of 721.99 feet to the Point of Beginning. Said Parcel contains 1.927 acres more or less.

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EXHIBIT "B"

SHEET 3

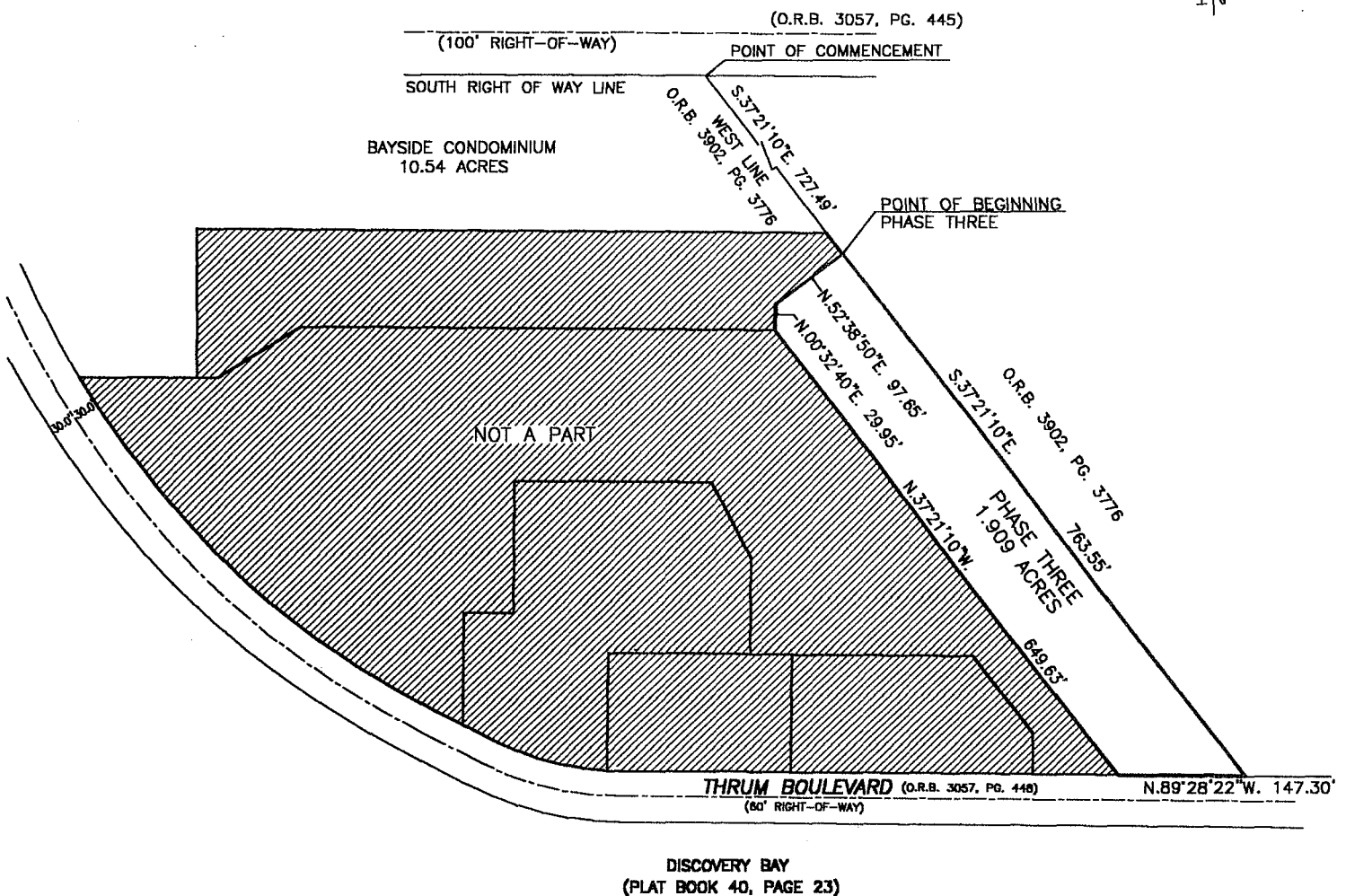


CFN 2004356801

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BAYPORT CONDOMINIUMS

Sketch of Survey Phase Three



INDICATES THAT AREA NOT INCLUDED IN PHASE THREE

LEGAL DESCRIPTION: (PHASE THREE)

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of the lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E., a distance of 727.49 feet to the Point of Beginning; Thence run S.37°21'10"E. a distance of 763.55 feet to a point on the North right of way line of Tower Boulevard, (Tower Boulevard) a 60.00 foot right of way as described in Official Records Book 3057 at Page 448 of said Public Records; Thence run N.89°28'22"W. along said North right of way line a distance 147.03 feet; Thence leaving said North right of way line run N.37°22'12"W. a distance of 649.63 feet; Thence run N.00°32'40"E. a distance of 29.95 feet; Thence run N.52°38'50"E. a distance of 97.65 feet to the Point of Beginning. Said Parcel contains 1.909 acres more or less.

Beginning; Thence continue N.89°28'22"W. along said North right of way line a distance of 278.60 feet; Thence leaving said North right of way line run N.00°31'38"E. a distance of 139.69 feet; Thence run S.89°28'22"E. a distance of 207.93 feet; Thence run S.37°21'10"E. a distance of 115.09 feet; Thence run S.00°31'38"W. a distance of 48.85 feet to the Point of Beginning. Said Parcel contains 0.677 acres more or less.

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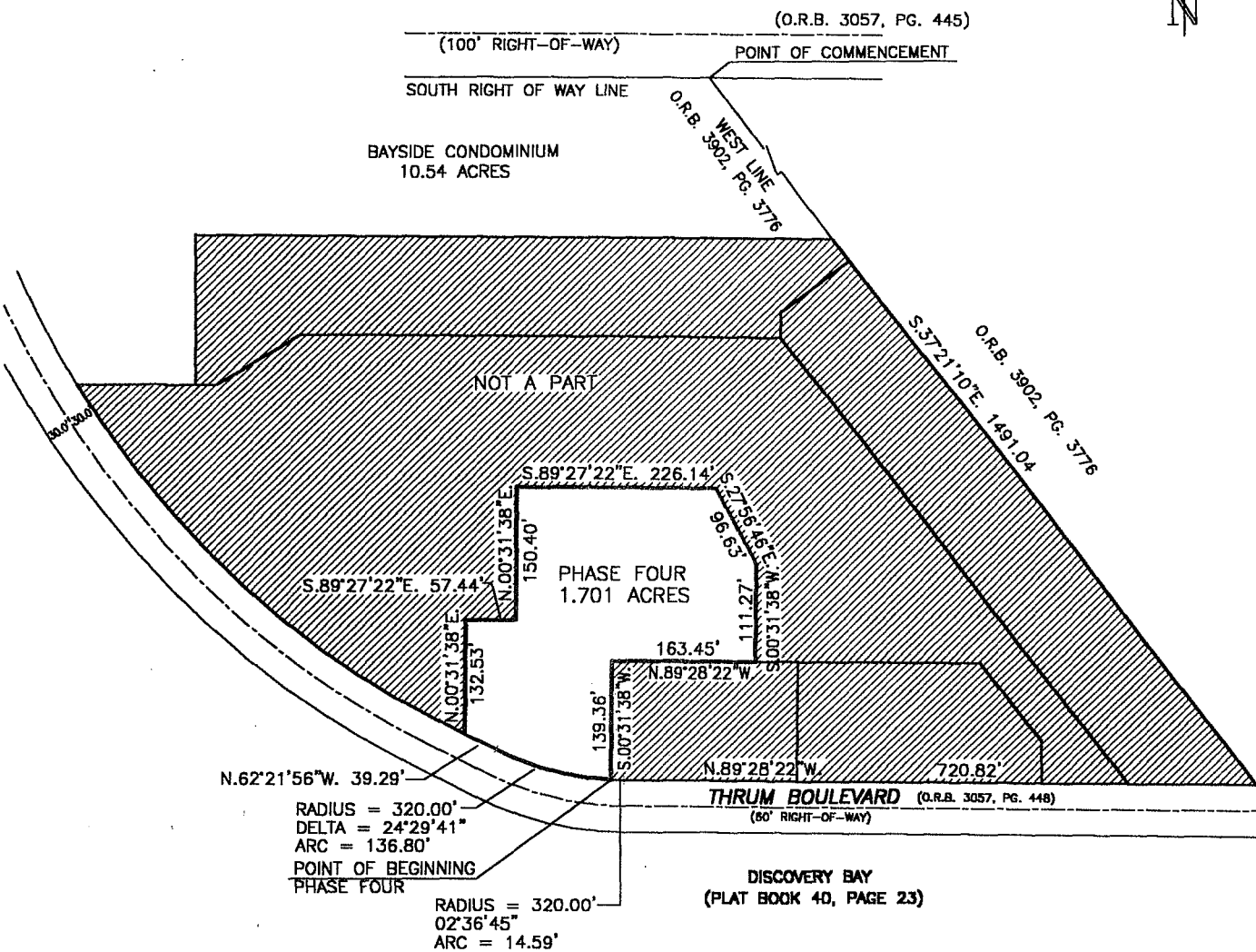
EXHIBIT "B"

SHEET 4



BAYPORT CONDOMINIUMS

Sketch of Survey Phase Four



 INDICATES THAT AREA NOT INCLUDED IN PHASE FOUR

LEGAL DESCRIPTION: (PHASE FOUR)

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of the lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E. a distance of 1491.04 to a point on the North right of way line of Tower Boulevard, (Tower Boulevard) a 60.00 foot right of way as described in Official Records Book 3057 at Page 448 of said Public Records; Thence run N.89°28'22"W. along said North right of way line a distance 720.82 feet to a point of curvature of a curve to the right having a radius of 320.00 feet; Thence run Northwesterly along said North right of way line and the arc of said curve through a central angle of 02°36'45" a distance of 14.59 feet to the Point of Beginning; Thence continue Northwesterly along said North right of way line and along the arc of said curve through a central angle of 24°29'41", a distance of 136.80 feet; Thence run N.62°21'56"W. a distance of 39.29 feet; Thence leaving said North right of way line run N.00°31'38"E. a distance of 132.53 feet; Thence run S.89°27'22"E. a distance of 57.44 feet; Thence run N.00°31'38"E. a distance of 150.40 feet; Thence run S.89°27'22"E. a distance of 226.14 feet; Thence run S.27°56'46"E. a distance of 96.63 feet; Thence run S.00°31'38"W. a distance of 111.27 feet; Thence run N.89°28'22"W. a distance of 163.45 feet; Thence run S.00°31'38"W. a distance of 139.36 feet to the Point of Beginning. Said Parcel contains 1.701 acres more or less.

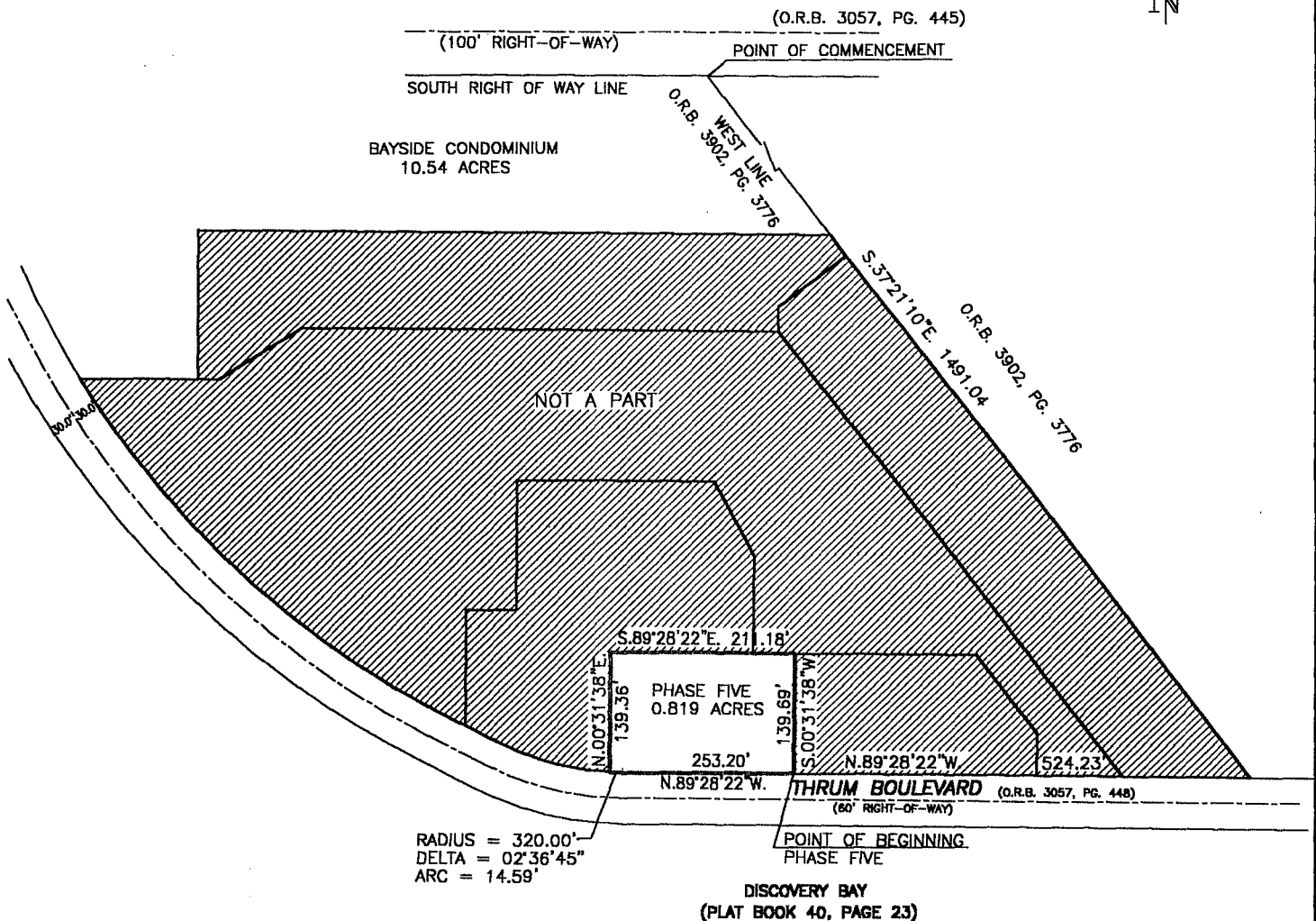


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BAYPORT CONDOMINIUMS

Sketch of Survey Phase Five



INDICATES THAT AREA NOT INCLUDED IN PHASE FIVE

LEGAL DESCRIPTION: (PHASE FIVE)

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of the lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E. a distance of 1491.04 to a point on the North right of way line of Tower Boulevard, (Tower Boulevard) a 60.00 foot right of way as described in Official Records Book 3057 at Page 448 of said Public Records; Thence run N.89°28'22"W. along said North right of way line a distance of 524.23 feet to the Point of Beginning; Thence continue N.89°28'22"W., along said North right of way line of distance of 253.20 feet to the point of curvature of a curve to the right having a radius of 320.00 feet; Thence run Northwest along said North right of way line and along the arc of said curve through a central angle of 02°36'45", and arc length of 14.59 feet; Thence leaving said North right of way line run N.00°31'38"E. a distance of 139.36 feet; Thence run S.89°28'22"E. a distance of 211.18 feet; Thence run S.00°31'38"W. a distance of 139.69 feet to the Point of Beginning. Said Parcel contains 0.819 acres more or less.

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EXHIBIT "B"

SHEET 6

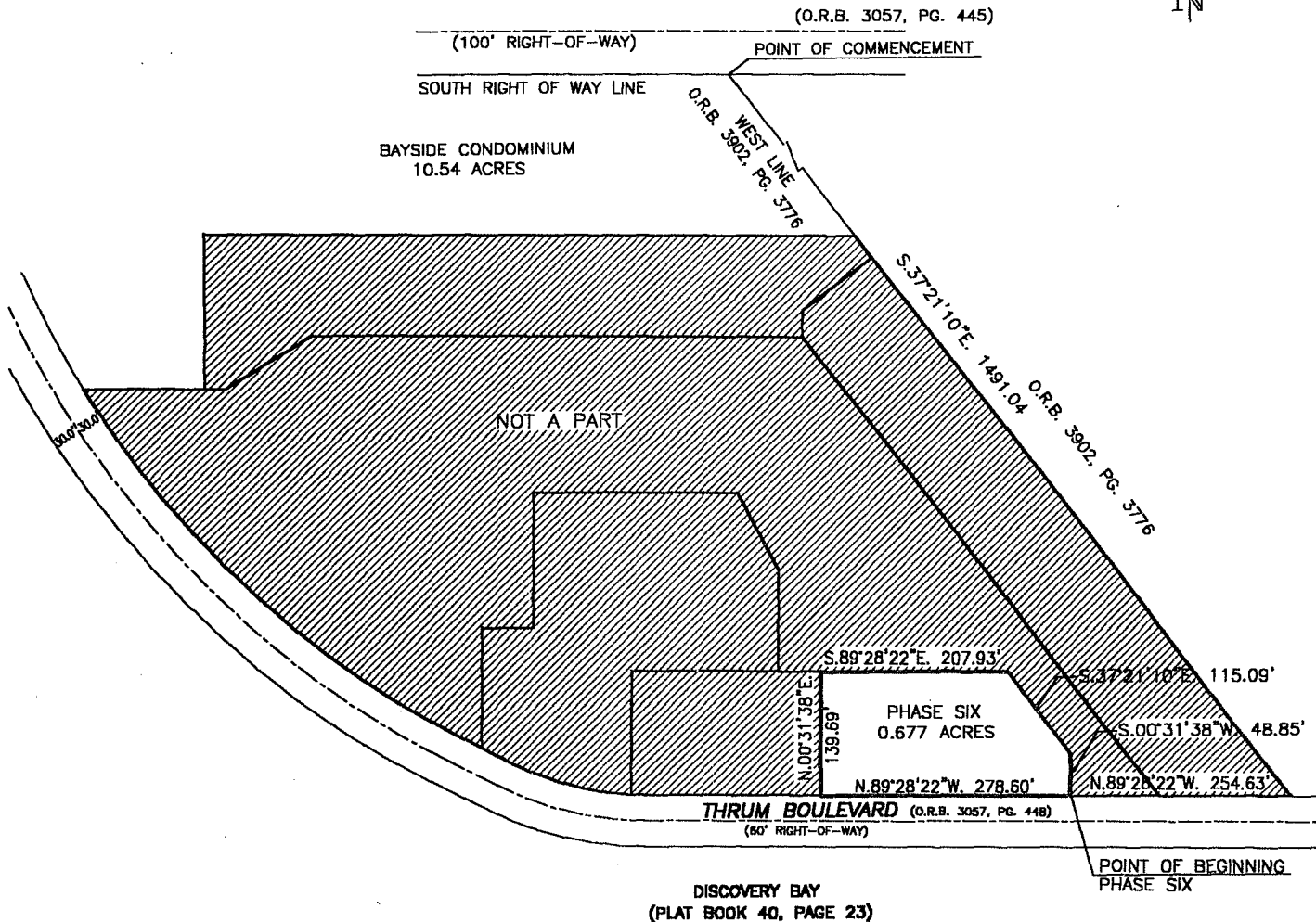


CFN 2004356801

JR Book/Page: 5383 / 5774

BAYPORT CONDOMINIUMS

Sketch of Survey Phase Six



INDICATES THAT AREA NOT INCLUDED IN PHASE SIX

LEGAL DESCRIPTION: (PHASE SIX)

A portion of land lying in Section 15, Township 24 South, Range 37 East, Brevard County, Florida, being more particularly described as follows:

Commence at a point on the South right of way line of Central Boulevard, a 100.00 foot right of way, as described in Official Records Book 3057 at Page 445 of the Public Records of Brevard County, Florida, and the Westerly line of the lands described in Official Records Book 3902 at Page 3776 of the Public Records of Brevard County, Florida; Thence run S.37°21'10"E. a distance of 1491.04 to a point on the North right of way line of Tower Boulevard, (Tower Boulevard) a 60.00 foot right of way as described in Official Records Book 3057 at Page 448 of said Public Records; Thence run N.89°28'22"W. along said North right of way line a distance of 245.63 feet to the Point of Beginning; Thence continue N.89°28'22"W. along said North right of way line a distance of 278.60 feet; Thence leaving said North right of way line run N.00°31'38"E. a distance of 139.69 feet; Thence run S.89°28'22"E. a distance of 207.93 feet; Thence run S.37°21'10"E. a distance of 115.09 feet; Thence run S.00°31'38"W. a distance of 48.85 feet to the Point of Beginning. Said Parcel contains 0.677 acres more or less.

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EXHIBIT "B"

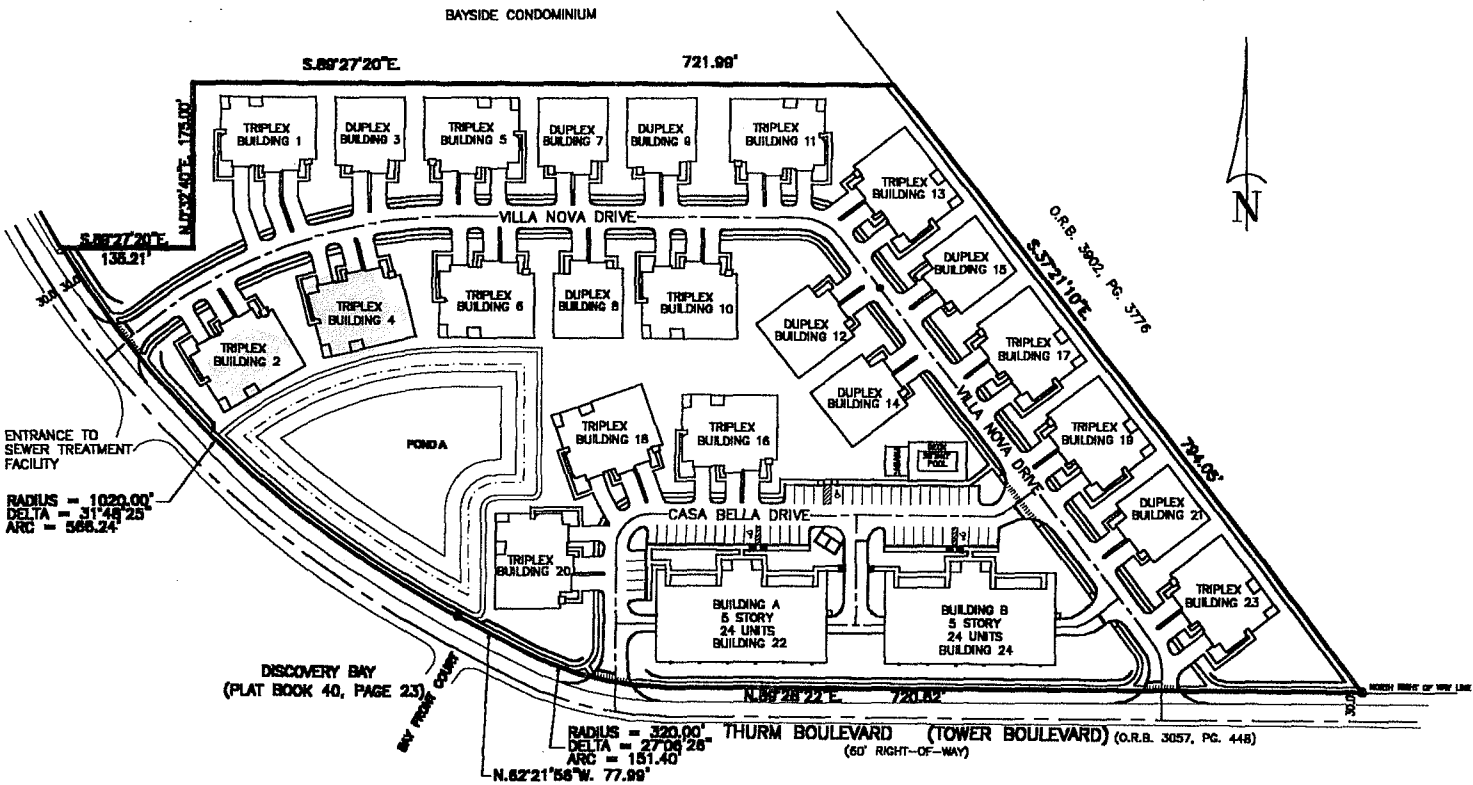
SHEET 7



BAYPORT CONDOMINIUMS

Graphic Plot Plan

for Overall Planned Improvements



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.



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EXHIBIT "B"

SHEET 8



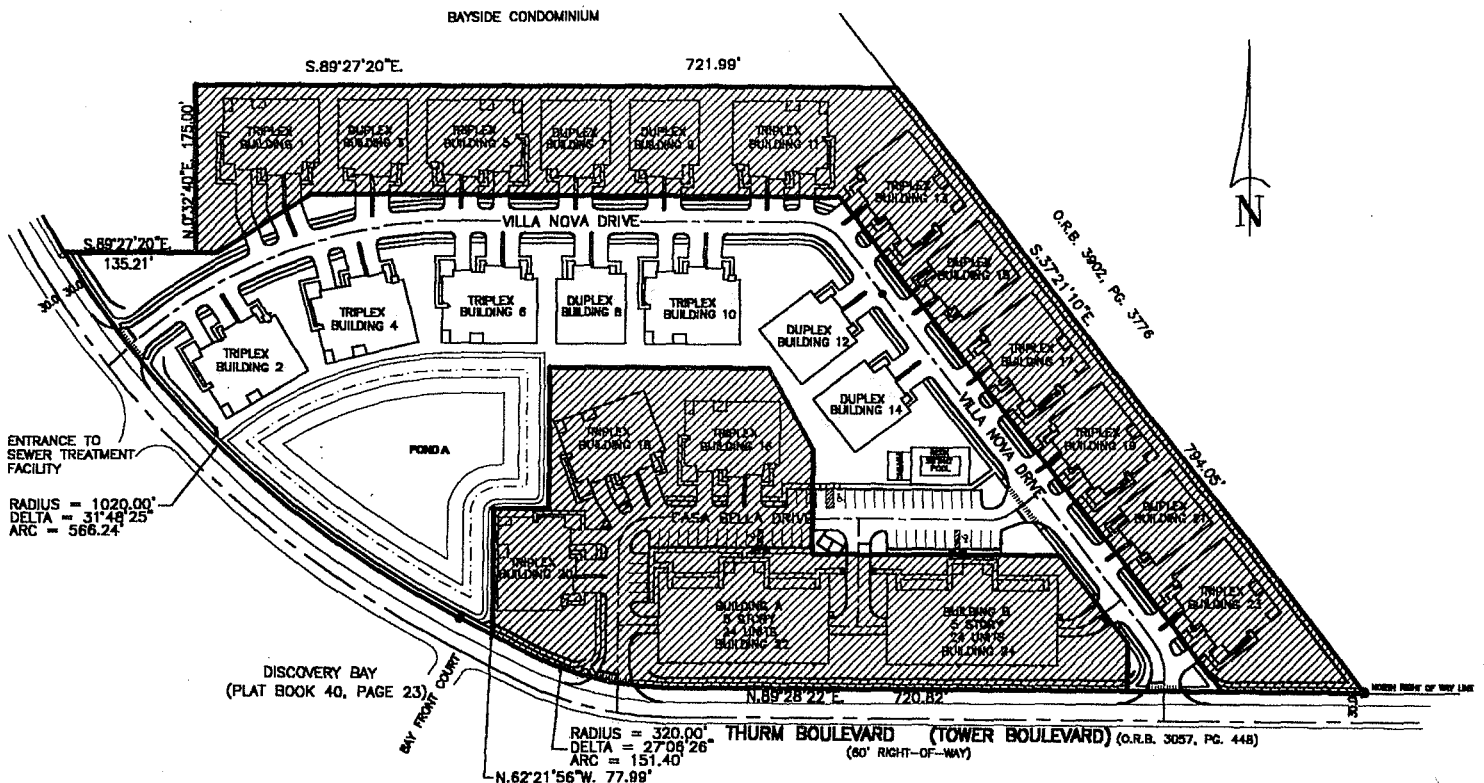
CFN 2004356801

OR Book/Page: 5383 / 5776

BAYPORT CONDOMINIUMS

Graphic Plot Plan

Phase One



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.

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EXHIBIT "B"

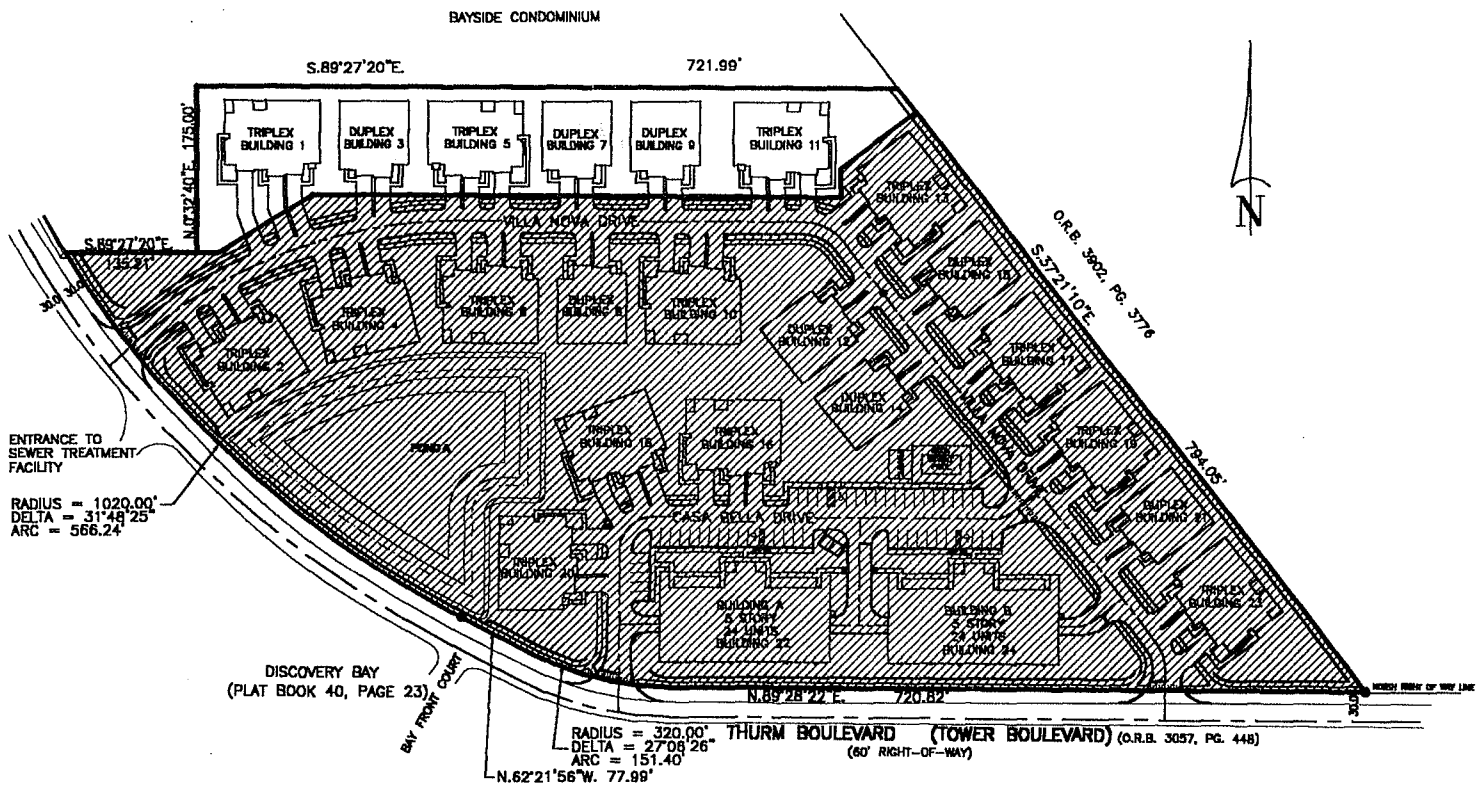
SHEET 9



BAYPORT CONDOMINIUMS

Graphic Plot Plan

Phase Two



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.

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EXHIBIT "B"

SHEET 10



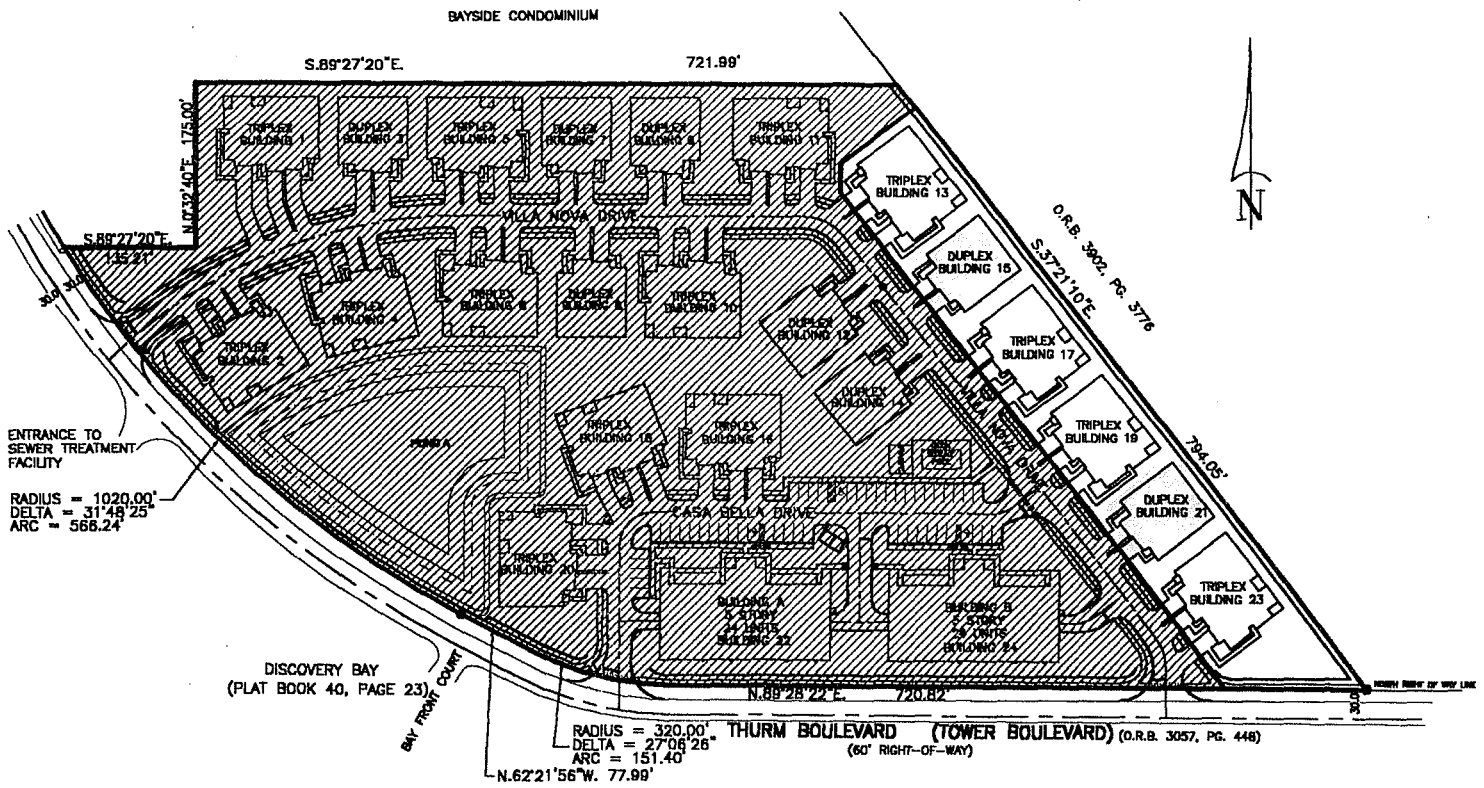
CFN 2004356801

OR Book/Page: 5383 / 5778

BAYPORT CONDOMINIUMS

Graphic Plot Plan

Phase Three



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.

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EXHIBIT "B"

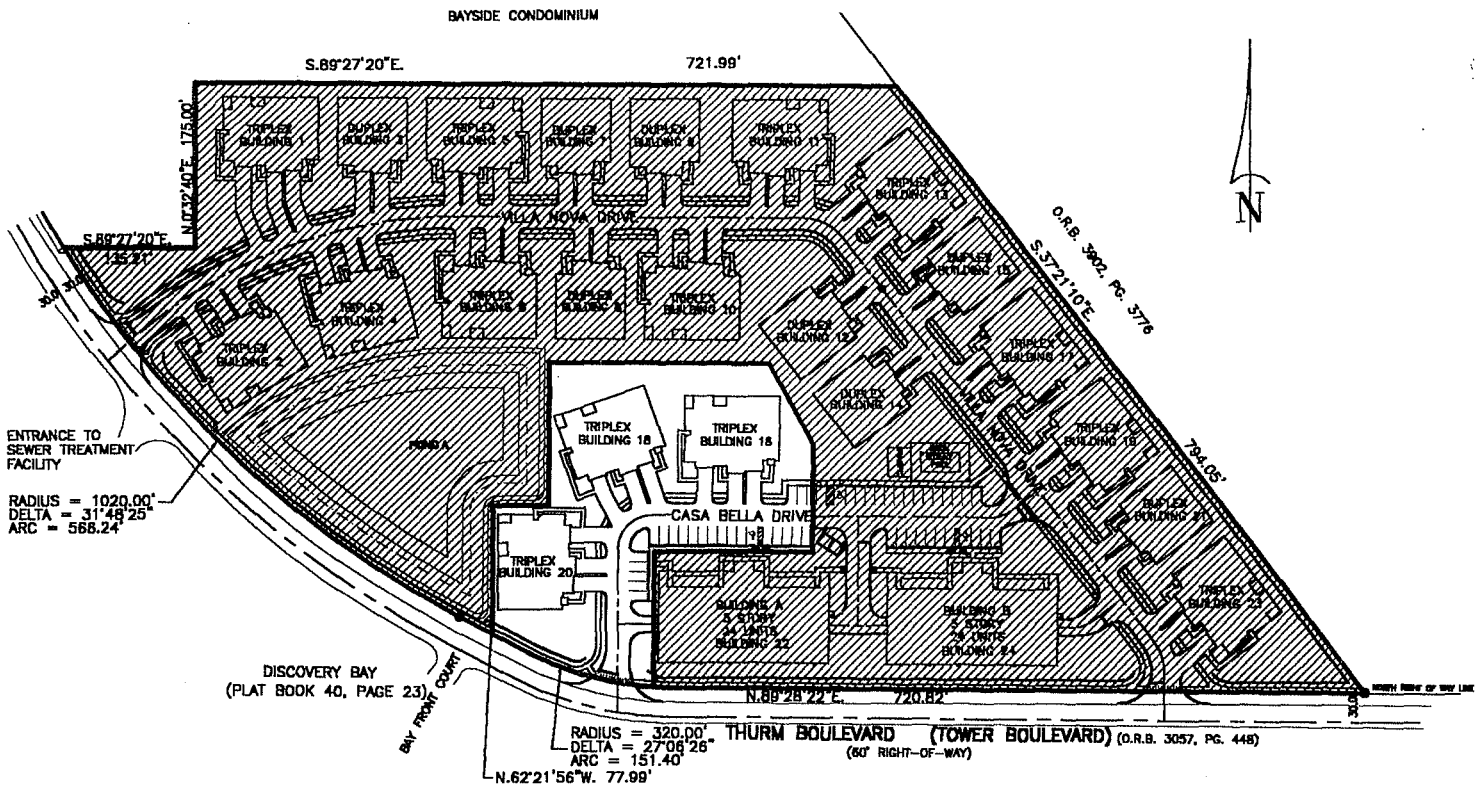
SHEET 11



BAYPORT CONDOMINIUMS

Graphic Plot Plan

Phase Four



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.

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OF BREVARD, INC

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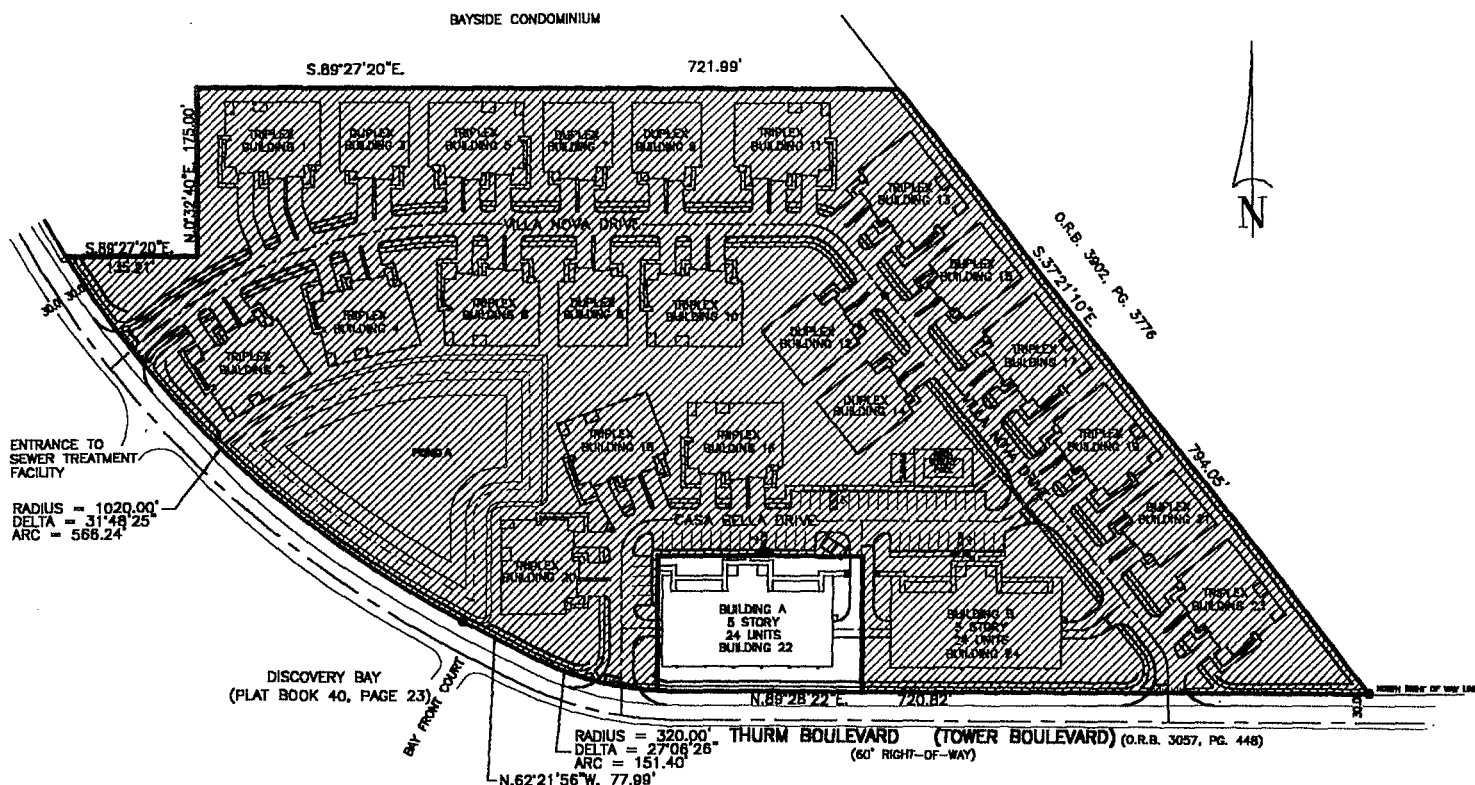
SHEET 12



BAYPORT CONDOMINIUMS

Graphic Plot Plan

Phase Five



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.

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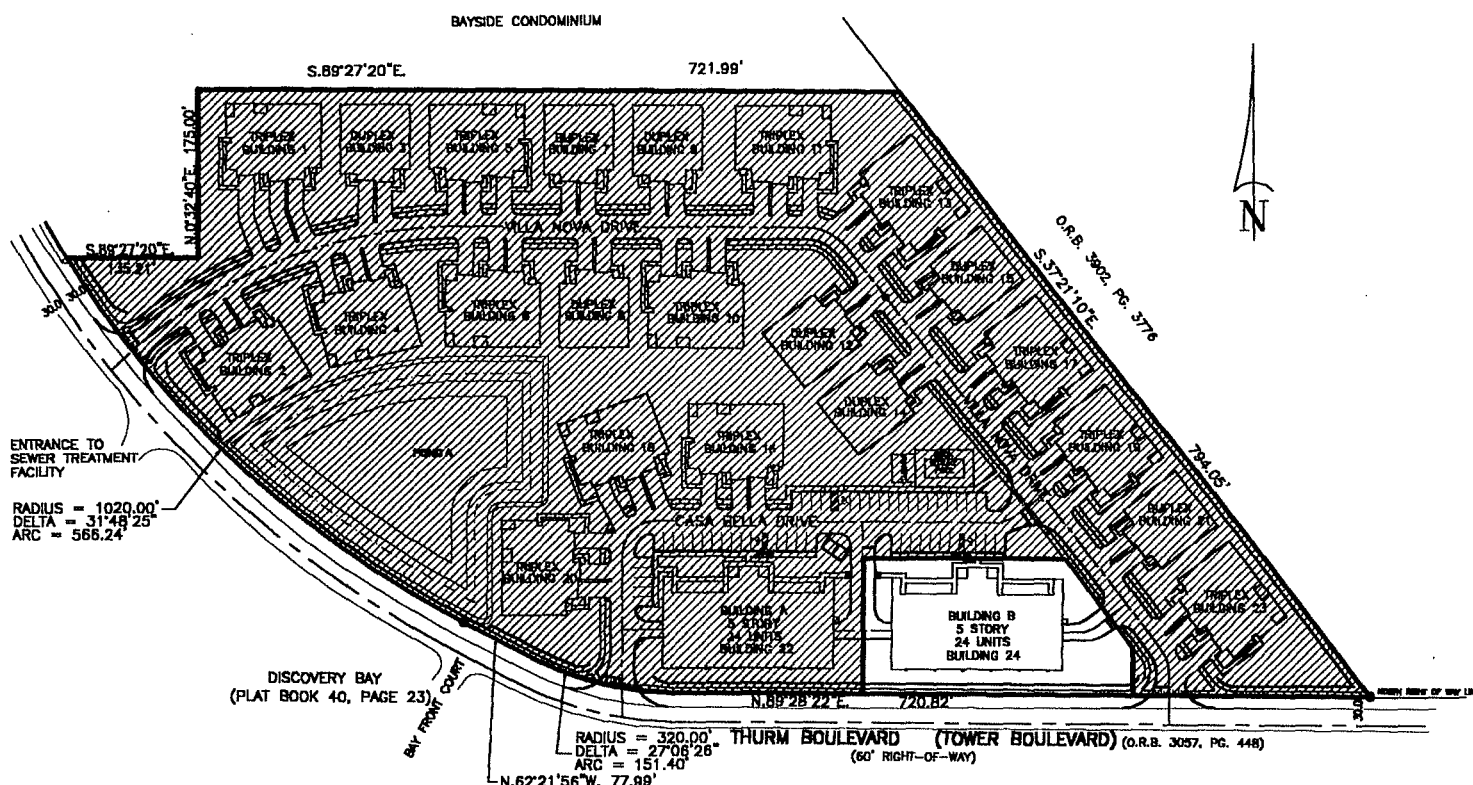
SHEET 13



BAYPORT CONDOMINIUMS

Graphic Plot Plan

Phase Six



SURVEYORS NOTES CONCERNING GRAPHIC PLOT PLAN

1. This is a Phase Development consisting of six phases.
2. All improvements are proposed.
3. This development consists of 24 buildings. There are 8 Duplex building, 14 Triplex buildings and 2 five story buildings. The balance of the improvements consist of parking areas, sidewalks, driveways, a pool and cabana and open spaces.
4. There exists a Non Exclusive easement over and across each phase for Ingress-Egress to the Units.
5. All areas and improvements exclusive of the Units are common elements of the Condominium. Some areas such as the balconies and garage spaces are common elements whose use is limited to the adjacent Unit or as set forth in the Declaration.
6. The Graphic Plot Plan shown was prepared by John R. Campbell, P.L.S. and is based on the proposed improvements as shown on the Engineering Site Plan.
7. The Elevations shown on the Floor Plans are based on N.G.V. Datum of 1929.

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SHEET 14