

SNUG HARBOR LAKES

A

CONDOMINIUM

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. #1  
Micco, FL 32958

PROSPECTUS

FOR

SNUG HARBOR LAKES, A CONDOMINIUM

7600 U.S. #1

MICCO, FLORIDA 32958

-----  
THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE  
CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A  
PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS  
HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIAL.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE  
REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS  
(OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

## SUMMARY

1. THE CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTERESTS.
2. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION - AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.  
(See Bylaws, Article 4.0, Pages 4 and 5)
3. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.  
(See Declaration of Condominium, Article 8.0, Pages 9 through 34)
4. NO TIME-SHARE ESTATES MAY BE CREATED WITH RESPECT TO ANY MOBILE HOME UNIT IN THIS CONDOMINIUM.  
(See Declaration of Condominium, Paragraph 2.6, Page 4)
5. THERE IS NO CONTRACT FOR THE MANAGEMENT OR MAINTENANCE AND OPERATION OF THE CONDOMINIUM PROPERTY.
6. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE ACQUISITION, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.  
(See Declaration of Condominium, Paragraph 5.6, Pages 11 through 13)
7. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
8. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIAL.
9. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

INDEX FOR THE CONTENTS OF THE PROSPECTUS  
AND SCHEDULE OF EXHIBITS TO THE PROSPECTUS

<u>Contents of Prospectus</u>	<u>Page</u>
1.0 Description of Condominium	1
1.1 Name and Location	1
1.2 Description	1
2.0 Recreational and Other Commonly Used Facilities	1
2.1 Ownership	1
2.2 Indebtedness	1
2.3 Use	2
2.4 Recreation Building	2
2.5 Shuffle Board Courts	3
2.6 Tennis Court	3
2.7 Swimming Pool	3
2.8 Streets and Roads	3
2.9 Personal Property	4
2.10 Completion of Facilities	4
2.11 Additional Facilities	4
2.12 Lien Rights	4
3.0 Developer's Leasing Program	4
4.0 Association Management and Operation	4
4.1 Snug Harbor Lakes Condominium Association, Inc.	4
4.2 Transfer of Association Control	4
4.3 Powers and Duties of Association	5
4.4 Control of Association	5
4.5 Management Contracts	5
5.0 Restrictions on Sale, Lease or Transfer of Units	5
5.1 Restrictions	5
5.2 Location of Provisions	5
6.0 Summary of Use Restrictions	5
7.0 Utilities and Other Services	6
8.0 Appointment of Common Expenses and Ownership of Common Property	6
9.0 Operating Budget	6
10.0 Estimated Closing Expenses	6
10.1 Closing Expenses	6
PROSPECTUS	



10.2 Prorations	7
10.3 Mortgage Financing	7
10.4 Attorneys' Fees	7
10.5 Title Insurance	7
10.6 Estimates	7
11.0 Developer	7

Exhibit "K" - Declaration of Covenants, Conditions and Restrictions for Snug Harbor Village.

Exhibits to Declaration of Covenants:

Exhibit I. Recreation Area Purchase Agreement

Exhibit II. Recreation Area Note

Exhibit III. Articles of Incorporation of Snug Harbor Village Homeowners' Association, Inc.

Exhibit IV. Bylaws of Snug Harbor Village Homeowners' Association

Exhibit "L" - Rights of Way Deed

Exhibit "M" - Form Documents:

Warranty Deed

Mechanic's Lien Affidavit

Acceptance, Waiver and Warranty Agreement

Guaranty Agreement

Exhibits to Prospectus

Exhibit "A" - Declaration of Condominium

Exhibits to Declaration of Condominium:

Exhibit "A". Legal description of real property which may become part of Condominium

Exhibit "B". Legal description of real property being submitted to Condominium by Developer.

Exhibit "C". Schedule of Joining Owners

Exhibit "D". Legal description of real property being submitted to Condominium by Joining Owners.

Exhibit "E". Schedule of Non-Joining Owners

Exhibit "F". Legal description of real property not being submitted to Condominium at the time of recording initial Declaration of Condominium.

Exhibit "G". Surveys, plot plans and graphic descriptions of Condominium property.

Exhibit "H". Percentage ownership of common property and common surplus.

Exhibit "I". Articles of Incorporation of Snug Harbor Lakes Condominium Association, Inc.

Exhibit "J". Bylaws of Snug Harbor Lakes Condominium Association, Inc.

Exhibit "K". Recreation Area Purchase Agreement

Exhibit "L". Recreation Area Note

Exhibit "B" - Projected Operating Budget for Snug Harbor Lakes Condominium Association, Inc.

Exhibit "C" - Projected Operating Budget for Snug Harbor Master Association, Inc.

Exhibit "D" - Form of Snug Harbor Lakes Condominium Purchase Agreement

Exhibit "E" - Escrow Agreement for Payments Made to Developer Prior to Closing

Exhibit "F" - Schedule of Personal Property

Exhibit "G" - Receipt for Condominium Documents

Exhibit "H" - Recreation Area Deed

Exhibit "I" - Articles of Incorporation of Snug Harbor Master Association, Inc.

Exhibit "J" - Bylaws of Snug Harbor Master Association, Inc.



1.0 DESCRIPTION OF CONDOMINIUM

1.1 Name and Location. The name and location of the Condominium is:

SNUG HARBOR LAKES, A CONDOMINIUM  
7600 U.S. #1  
Micco, Florida 32958

1.2 Description

1.2.1 The Condominium will consist initially of three hundred thirty-nine 339 separately identified mobile home sites. The Declaration of Condominium provides for adding up to sixty-four (64) additional mobile home sites to the Condominium, making a maximum of four hundred four (403) mobile home sites in the Condominium. Each site has provided to it the necessary facilities for water, sewer, electricity, telephone and television cables. In addition, the Condominium includes various facilities referred to as Common Property, more particularly described herein.

1.2.2 A Survey, plot plan and graphic description of the Condominium showing the location of each MOBILE HOME UNIT, together with all of the common areas is attached to the Declaration of Condominium as Exhibit "G".

1.2.3 The Condominium is complete and no further construction, finishing or equipping will take place.

1.2.4 The maximum number of units using the common facilities will be four hundred eighty-nine (489) units.

1.2.5 THE CONDOMINIUM IS BEING CREATED AND SOLD AS FEE SIMPLE INTEREST.

1.2.6 NO TIME-SHARE ESTATES MAY BE CREATED WITH RESPECT TO ANY MOBILE HOME UNIT IN THIS CONDOMINIUM.

2.0 Recreational and Other Commonly Used Facilities

2.1 Ownership. All of the recreational and other commonly used facilities will be owned by SNUG HARBOR MASTER ASSOCIATION, INC., which shall hereinafter be referred to as the "MASTER ASSOCIATION". SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. is a member of the Master Association and is entitled to appoint three (3) of the five (5) directors of that corporation. SNUG HARBOR VILLAGE HOMEOWNERS ASSOCIATION, INC. is the other member of the Master Association and is entitled to elect two (2) of the five (5) directors of that corporation. The Articles and Bylaws of SNUG HARBOR MASTER ASSOCIATION, INC. are attached to the Declaration of Condominium as Exhibits "N" and "O", respectively.

2.2 Indebtedness. The recreational facilities are being purchased from SNUG HARBOR LAKES DEVELOPMENT, INC. for a total purchase price of Seven Hundred Forty-two Thousand Dollars and no/100 Cents (\$742,000.00), of which Six Hundred Seventy-eight Thousand Dollars and no/100 Cents (\$678,000.00), or Two Thousand Dollars and no/100 Cents (\$2,000.00) per MOBILE HOME UNIT, is being assessed against the MOBILE HOME UNIT in SNUG HARBOR LAKES, a Condominium. This assessment shall be paid in two hundred sixteen (216) equal consecutive monthly installments of Twenty Dollars and no/100 Cents (\$20.00) each. The exact terms and conditions regarding this purchase may be found in the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA

)

)

)

NOTE which are attached to the Declaration of Condominium as Exhibits "K" and "L", respectively.

2.3 Use. All of the recreational and other commonly used facilities described herein shall be for the exclusive use of the following:

2.3.1 The owners of MOBILE HOME UNITS in SNUG HARBOR LAKES, a Condominium.

2.3.2 The owners of parcels of land within the overall project known as SNUG HARBOR LAKES who have elected not to join in the Condominium.

2.3.3 The owners of lots in SNUG HARBOR VILLAGE.

2.3.4 No other person, firm or corporation shall be entitled to use these facilities unless they are a guest or invitee of one of the OWNERS described herein.

2.4 Recreation Building

2.4.1 A survey and plot plan which shows the location of the recreation building is attached to the Declaration of condominium as Exhibit "G".

2.4.2 The Recreation Building contains the following rooms:

2.4.2.1 Meeting Room, containing approximately two thousand two hundred eighty (2280) square feet, which can accommodate approximately three hundred (300) people.

2.4.2.2 Billiard Room, containing approximately five hundred seventy (570) square feet, which can accommodate approximately thirty (30) people.

2.4.2.3 Game Room, containing approximately four hundred sixty (460) square feet, which can accommodate approximately forty-five (45) people.

2.4.2.4 Library and Meeting Room, containing approximately four hundred fifty (450) square feet, which can accommodate approximately sixty (60) people.

2.4.2.5 Card Room and Meeting Room, containing approximately four hundred ten (410) square feet, which can accommodate approximately fifty-five (55) people.

2.4.2.6 Association Office, containing approximately one hundred sixty-two (162) square feet, which can accommodate approximately one (1) person.

2.4.2.7 Association Office, containing approximately one hundred twenty (120) square feet, which can accommodate approximately one (1) person.

2.4.2.8 Association Office, containing approximately one hundred eighty (180) square feet, which can accommodate approximately two (2) people.

- 2.4.2.9 Men's Shower and Restroom, containing approximately three hundred (300) square feet, which can accommodate approximately four (4) people.
- 2.4.2.10 Women's Shower and Restroom, containing approximately three hundred fifty (350) square feet, which can accommodate approximately four (4) people.
- 2.4.2.11 Kitchen, containing approximately two hundred fifty (250) square feet, which can accommodate approximately four (4) people.
- 2.4.2.12 Storage Room, containing approximately two hundred twenty-five (225) square feet, which can accommodate approximately two (2) people.
- 2.4.2.13 Storage room, containing approximately forty-eight (48) square feet, which can accommodate approximately one (1) person.

## 2.5 Shuffle Board Courts

- 2.5.1 A survey and plot plan showing the location of the Shuffle Board Courts is attached to the Declaration of Condominium as Exhibit "G".
- 2.5.2 There are two (2) professional shuffle board courts of regulation size which can accommodate eight (8) people.

## 2.6 Tennis Courts

- 2.6.1 A survey and plot plan showing the location of the Tennis Courts is attached to the Declaration of Condominium as Exhibit "G".
- 2.6.2 There is one (1) professional tennis court of regulation size which can accommodate a maximum of four (4) people.

## 2.7 Swimming Pool

- 2.7.1 A survey and plot plan showing the location of the Swimming Pool is attached to the Declaration of Condominium as Exhibit "G".
- 2.7.2 There is one (1) swimming pool approximately twenty-five by fifty (25 x 50) feet in size, ranging in depth from three (3) feet to six (6) feet. There is approximately two thousand four hundred (2400) square feet of deck space associated with the pool. The pool is heated and can accommodate approximately thirty (30) people.

## 2.8 Streets and Roads

- 2.8.1 A survey and plot plan showing the location of the Streets and Roads is attached to the Declaration of Condominium as Exhibit "G".
- 2.8.2 All streets and roads shown on the survey and plot plan will be owned by SNUG HARBOR MASTER ASSOCIATION, INC. and will be treated as commonly used facilities.



2.9 Personal Property. The Developer will provide those items of personal property set forth in Exhibit F to this Prospectus. All of these items are presently located on the Condominium property. These items will be conveyed to the Association by means of a Bill of Sale in "as is" condition, free and clear of all liens and encumbrances.

2.10 Completion of Facilities. All of the recreational and other commonly used facilities have been or will be completed at the time the Declaration of Condominium is recorded.

2.11 Additional Facilities. The Developer will not provide any additional recreational or other commonly used facilities other than those described in this section of the Prospectus.

2.12 Lien Rights

2.12.1 THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE ACQUISITION, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

2.12.2 The foregoing lien rights are described in detail in the Declaration of Condominium, Paragraph 5.6, Pages 11 through 13.

3.0 Developer's Leasing Program. The Developer's plan does not include a program of leasing units rather than selling or leasing MOBILE HOME UNITS and selling them subject to such leases.

4.0 Association Management and Operation

4.1 SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

4.1.1 SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., a florida corporation (hereinafter referred to as the "ASSOCIATION"), shall manage the affairs of SNUG HARBOR LAKES, a Condominium. Membership in the ASSOCIATION is established by acquiring ownership of a MOBILE HOME UNIT in the condominium. No share, certificate or other evidence of membership shall be issued. upon acquiring such title, and upon notice thereof to the ASSOCIATION, the MOBILE HOME UNIT OWNER is listed on the membership roll of the ASSOCIATION. Membership cannot be assigned, hypothecated or transferred in any manner except in connection with the transfer of a MOBILE HOME UNIT.

4.1.2 The affairs of the ASSOCIATION shall be managed by a Board of Directors, which shall consist of not less than three (3) members, not more than seven (7) members. Each MOBILE HOME UNIT OWNER, regardless of the particular MOBILE HOME UNIT owned, or the share in the common elements appurtenant thereto, will have one (1) vote for each MOBILE HOME UNIT owned by him.

4.2 Transfer of Association Control. Pursuant to Section 4.0 of the Bylaws of the Association, MOBILE HOME UNIT OWNERS other than the Developer will be allowed to elect a majority of the members of the Board of Directors and thus control the ASSOCIATION at whichever of the following times shall first occur:

4.2.1 Three (3) years after the Developer has sold and

closed on fifty per cent (50%) of the units that will ultimately be operated by the ASSOCIATION; or

4.2.2 Three (3) months after the Developer has sold ninety per cent (90%) of the units that will be ultimately operated by the ASSOCIATION; or

4.2.3 When some of the units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business.

4.3 Powers and Duties of Association. The powers and duties of the ASSOCIATION existing under the Condominium Act of the State of Florida (as the Condominium Act existed when the ASSOCIATION was incorporated), the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE are exercised exclusively by the Board of Directors, subject only to approval by MOBILE HOME UNIT OWNERS where such approval is specifically required (and the Developer, in certain instances); such as in the case of certain Amendments to the Condominium documents, termination of the Condominium, or construction of capital improvements. The powers and duties of the Board of Directors include the power to enter into management contracts, determination of maintenance, and the assessment and enforcement of the payment thereof, promulgation of the Rules and Regulations of the ASSOCIATION, the enforcement of all the provisions of the Declaration of Condominium, the Articles of Incorporation, the Bylaws, the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE and the Rules and Regulations.

4.4 Control of Association. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. See Bylaws of the Condominium Association attached to the Declaration of Condominium as Exhibit "J", Article 4.0, pages 4 and 5.

4.5 MANAGEMENT CONTRACTS. THERE IS NO CONTRACT FOR THE MANAGEMENT, MAINTENANCE, AND OPERATION OF THE CONDOMINIUM PROPERTY.

5.0 Restrictions on Sale, Lease or Transfer of Units

5.1 Restrictions

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

5.2 Location of Provisions. The restriction on the sale, lease or other transfer of a MOBILE HOME UNIT will be found in detail in the Declaration of Condominium, Article 8.0, Pages 29 through 34.

6.0 Summary of Use Restrictions. The following is a summary statement of some of the restrictions being placed upon the Condominium property. Other restrictions are contained in the Declaration of Condominium and the Exhibits thereto.

6.0.1 The MOBILE HOME UNITS may be used only for the location of one (1) single-family mobile, modular or manufactured home.

6.0.2 No person under the age of eighteen (18) years may permanently reside on any MOBILE HOME UNIT.

6.0.3 Pets, other than goldfish, tropical fish and the like, and such birds as canaries, parakeets and the

like are prohibited, except that any occupant of a MOBILE HOME UNIT who presently has a pet may keep such pet until it dies or it otherwise disposed of, but may not replace said pet except with one meeting the provisions of the Declaration of Condominium.

- 6.0.4 Other use restrictions are set forth in Article 7.0 of the Declaration of Condominium of SNUG HARBOR LAKES, a Condominium, attached thereto as Exhibit "F".

7.0 Utility and Other Services. Utilities and other services which are presently being provided to SNUG HARBOR LAKES, a Condominium, include, but are not limited to the following, to-wit:

- A. Water service - C.G.D. Utilities, Inc.
- B. Sewer service - C.G.D. Utilities, Inc.
- C. Electricity - Florida Power & Light Company
- D. Telephone - Southern Bell Telephone
- E. Cable Television - C.G.D. Utilities, Inc.
- F. Garbage and Trash Removal - Brevard County

8.0 Apportionment of Common Expenses and Ownership of Common Property. Common expenses and Common Property have been apportioned on the basis of three hundred thirty-nine (339) units. Thus, each unit owner has a one-three hundred thirty-ninth (1/339) responsibility for common expenses and owns an undivided one-three hundred thirty-ninth (1/339) interest in the common property and surplus.

9.0 Operating Budget. The Developer has prepared an estimated budget for the first year of Condominium operation, including the monthly maintenance charge per unit, which is attached as Exhibit "B" hereto. Said Exhibit also details the monthly assessments and the annual total thereof for each unit. The budget is believed to be accurate, but represents only an estimate and is subject to change and modification based upon the actual costs of maintaining and operating the Condominium. Items of expense that are personal to MOBILE HOME UNIT OWNERS, or which are not uniformly incurred by all OWNERS, or which are not provided for nor contemplated by the Condominium documents, including, but not limited to private telephone costs, homeowners' insurance, the costs of maid or janitorial service privately contracted for by the MOBILE HOME UNIT OWNER, costs of utility services supplied to his unit, and the like personal expenses, are excluded from this budget.

10.0 Estimated Closing Expenses

10.1 Closing Expenses. The purchaser of a MOBILE HOME UNIT shall be responsible for the following closing costs:

- |        |  |          |
|--------|--|----------|
| 10.1.1 | Recording fee - Warranty Deed  | \$ 10.50 |
| 10.1.2 | Documentary Stamps required to be affixed to Deed (Based on purchase price of Fifty Thousand Dollars and no/100 Cents (\$50,000.00)) | 275.00   |
| 10.1.3 | Title insurance premium (Based on purchase price of Fifty  |          |

- |        |  |          |
|--------|--|----------|
|        | Thousand Dollars and no/100<br>Cents (\$50,000))   | 450.00   |
| 10.1.4 | Sales tax (Based on taxable<br>value of Forty Thousand Dollars<br>and no/100 Cents (\$40,000)) | 2,000.00 |
| 10.1.5 | Working capital contribution   | 150.00   |
| 10.1.6 | Motor vehicle title transfer fee   | 35.00    |
- 10.2 Pro-rations. Property taxes, insurance, and maintenance fees will be prorated as of the day of closing.
- 10.3 Mortgage Financing. In the event that a Purchaser elects to pay a portion of the purchase price through mortgage financing, the Purchaser may be assessed by the institutional lender as follows:
- A. Loan fees to cover all or some of the following costs, depending on the particular institutional lender; mortgage recording fee, documentary stamps on note, state intangible tax, lender's attorney's fees for preparation of documents and title examination, survey costs, service or origination fee on the new mortgage, credit reports and appraisal fee.
  - B. In addition, at time of closing with the institutional lender, the lender may assess the Purchaser to set up an escrow account for taxes and/or insurance; for pre-paid interest; abstract costs and/or for a Mortgagee Title Insurance Policy.
- 10.4 Attorneys' Fees. In the event that a Purchaser elects to retain the services of an attorney, the Purchaser shall pay the attorney whatever fee said parties agree upon.
- 10.5 Title Insurance. An Owners policy of title insurance, insuring the title to the MOBILE HOME UNIT will be provided by the Seller and will be at Purchaser's expense.
- 10.6 Estimates. The foregoing closing expenses are only estimates and the actual closing costs will vary depending upon the amount of the purchase price.
- 11.0 The Developer. The Developer at SNUG HARBOR LAKES, a Condominium, is SNUG HARBOR DEVELOPMENT, INC., a Florida corporation. The principal operating officer of the company is PAUL L. GOULD, who is located at 7600 U.S.#1, Micco, Florida, 32958. Mr. Gould is a businessman with many years experience in real estate development. Mr. Gould has not previously been involved in condominium development in the State of Florida.

DECLARATION OF CONDOMINIUM  
FOR  
SNUG HARBOR LAKES, A CONDOMINIUM

SACS 216 FUND 2  
TREASURY 130.50  
PROPERTY 363.00  
INVEST         
OTHER         
TOTAL         
REMARKS       

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. #1  
Micco, FL 32958

465057

08FEB-9 11:08:38

6.8	Loss of Personal Property	18
6.9	Contracts for Repair	18
6.10	Loss of or Damage to Mobile Home or Other Structure or Improvement Located on Any Mobile Home Unit	18
7.0	<u>LIMITATION ON USE OF MOBILE HOME UNITS:</u> <u>Establishment of Architectural Review Committee</u>	18
7.1	Architectural Review Committee	18
7.2	Architectural Criteria and Building Restrictions	23
7.3	Mobile Home Units	26
7.4	Children	27
7.5	Pets	27
7.6	Common Property	27
7.7	Nuisances	27
7.8	Lawful Use	27
7.9	Leasing Mobile Home Units	27
7.10	Parking Spaces	28
7.11	Regulation	28
7.12	Proviso	28
8.0	<u>MAINTENANCE OF COMMUNITY INTERESTS</u>	28
8.1	Transfers Subject to Approval	28
8.2	Approval By Association	28
8.3	Disapproval By Association	30
8.4	Exceptions	32
8.5	Unauthorized Transactions	32
8.6	Waiver of Right of Approval	32
8.7	Committee Appointment	32
9.0	<u>COMPLIANCE AND DEFAULT</u>	32
9.1	Persons Bound By Condominium Documents	33
9.2	Failure to Comply With Condominium Documents	33
9.3	Negligence	33
9.4	Costs and Attorney's Fees	33
9.5	Waiver of Rights By Association	33
9.6	Waiver of Rights By Institutional Lender	33
9.7	Rights to be Cumulative	34
9.8	Waiver of Rights By Developer	34
10.0	<u>AMENDMENT OF DECLARATION OF CONDOMINIUM</u>	34
10.1	Procedure	34
10.2	Limitation on Amendments	35
10.3	Rights of Developer	35
10.4	Rights of Seller Under Recreation Area Purchase Agreement and Recreation Area Note-Holder	35
11.0	<u>TERMINATION OF CONDOMINIUM REGIME</u>	35
11.1	Destruction	35
11.2	Agreement	36
11.3	Certificate of Termination	37
11.4	Shares of Owners After Termination	37
11.5	Amendment	37
12.0	<u>RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS</u>	38
12.1	Institutional Lenders	38
12.2	Notice to Association	39
12.3	Developer as Institutional Lender	39
13.0	<u>COMMON SURPLUS</u>	39
13.1	Common Surplus	39
14.0	<u>RIGHTS OF DEVELOPER</u>	39
14.1	Right to Purchase and Sell Mobile Home Units	39
14.2	Right to Designate Members of the Board of Directors of Association	40
14.3	Right to Use Mobile Home Units	40
14.4	Dissolution of Developer	40

SNUG HARBOR LAKES, A CONDOMINIUM

DECLARATION OF CONDOMINIUM

TABLE OF CONTENTS

1.0	<u>ESTABLISHMENT OF CONDOMINIUM</u>	1
1.1	Condominium Property	1
1.2	Condominium Act	2
1.3	Definitions	2
2.0	<u>CONDOMINIUM DEFINED</u>	3
2.1	Survey	3
2.2	Alteration of Boundaries and Mobile Home Dimensions	3
2.3	Easements	3
2.4	Mobile Home Units	4
2.5	Common Property	4
2.6	Time Share Estates	4
2.7	Ownership of Mobile Home Units and Appurtenant Interest in Common Property	4
2.8	Restriction Against Further Subdividing of Mobile Homes and Separate Conveyance of Appurtenant Common Property, etc.	5
2.9	Subject to Restrictions, Easements, Conditions and Covenants	6
2.10	Restraint Upon Separation and Partition of Common Property	6
3.0	<u>MAINTENANCE, ALTERATION AND IMPROVEMENT</u>	6
3.1	Mobile Home Units	6
3.2	Alteration and Improvement of Common Property	7
4.0	<u>ADMINISTRATION OF THE CONDOMINIUM BY SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.</u>	7
4.1	Creation of Association	7
4.2	Membership in Association	7
4.3	Lien Holders	7
4.4	Powers of Association	8
4.5	Limitations Upon Liability of Association	8
4.6	Restraint Upon Assignment of Shares and Assets	8
4.7	Approval or Disapproval of Matters	8
4.8	Right of Entry Into Mobile Home Units in Emergencies	8
4.9	Right of Entry for Maintenance of Common Property	8
5.0	<u>ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT</u>	9
5.1	Power of Assessment	9
5.2	Lien for Assessment	9
5.3	Developer's Liability for Assessments	10
5.4	Notification of Mortgage-Holder	10
5.5	Working Capital Fund	10
5.6	Recreation Area Purchase Fund	10
5.7	Assessment Installments	12
6.0	<u>INSURANCE</u>	12
6.1	Authority to Purchase	12
6.2	Coverage	13
6.3	Insurance Trustee	14
6.4	Association Agent for Mobile Home Unit Owner	15
6.5	Reconstruction and Repair After Casualty Where Loss or Damage is to Common Property Only	15
6.6	Reconstruction or Repair After Casualty Where Loss or Damage is to Common Property and Mobile Home Units	16
6.7	Minor Loss or Damage	18

)

)

)



15.0	<u>ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES</u>	40
15.1	Register of Owners and Mortgagees	40
16.0	<u>MISCELLANEOUS PROVISIONS</u>	41
16.1	Declaration of Condominium Binding Upon Developer and Its Successors and Assigns, Subsequent Owners	41
16.2	Severability	41
16.3	Liberal Construction	41

DECLARATION OF CONDOMINIUM

Establishing

SNUG HARBOR LAKES, A CONDOMINIUM

SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, does hereby make, declare and establish this Declaration of Condominium as and for the plan of MOBILE HOME UNIT ownership and condominium for SNUG HARBOR LAKES, A CONDOMINIUM, being the property and improvements hereinafter described.

1.0 ESTABLISHMENT OF CONDOMINIUM

1.1 Condominium Property

1.1.1 The total land which may at any time become part of the Condominium Property is fully described in Exhibit "A," which is attached hereto and incorporated herein by reference.

1.1.2 SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, hereinafter called the "DEVELOPER," is the owner in fee simple title to that certain property situate in Brevard, County of Brevard, State of Florida, which property is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference. DEVELOPER does hereby submit said land together with the improvements located thereon and therein, to condominium ownership pursuant to the presently existing provisions of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act," and hereby declares the same to be a condominium to be known and identified as "SNUG HARBOR LAKES, A CONDOMINIUM," which will hereafter be referred to as the "CONDOMINIUM."

1.1.3 The persons, firms and corporations listed on Exhibit "C," attached hereto and incorporated herein by reference, are the current record title holders of various parcels of land located within the boundaries of the property described in Exhibit "A." These persons shall hereinafter be referred to as "Joining Owners." The exact description of each parcel owned by said person, firm or corporation is more particularly described in Exhibit "D," attached hereto and incorporated herein by reference. Said persons, firms and corporations do hereby submit said land, together with the improvements located thereon and therein, to condominium ownership pursuant to the presently existing provisions of Chapter 718, Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act," and hereby declare the same to be part of a condominium known and identified as SNUG HARBOR LAKES, A CONDOMINIUM. Said persons, firms or corporations have executed either this Declaration of Condominium or appropriate joinder agreements for purposes of including their various parcels in the overall condominium property and further to submit their parcels to the provisions of this Declaration of Condominium and all exhibits thereto and amendments thereof. Nothing herein contained shall at any time be construed so as to deem the above described Joining Owners as the "Developer." Said

Joining Owners are joining in this Declaration for the sole purpose of submitting their individual parcels to the condominium form of ownership and making for a more complete condominium project. None of the Joining Owners shall be entitled to any of the rights and privileges granted to Developer in this Declaration, nor shall they be responsible for the performance of any of the obligations of Developer set forth herein.

1.1.4 The persons, firms and corporations listed on Exhibit "E," attached hereto and incorporated herein by reference, are the current record title holders of various parcels of land located within the boundaries of the property described in Exhibit "A." These persons shall hereinafter be referred to as "Non- Joining Owners." The exact description of each parcel owned by a Non-Joining Owner is more particularly described in Exhibit "F" attached hereto and incorporated herein by reference. It is the intent of this Declaration, and the Declaration does hereby provide, that the parcels of land described in Exhibit "F" may be added to the condominium by the then current record title owner of said parcel at any time, as long as the condominium created hereby remains in existence. The inclusion of any parcel described in Exhibit "F" in the condominium shall not require the approval of Snug Harbor Lakes Condominium Association, Inc., or its members or the Board of Directors of said Association. The inclusion of said parcel shall be accomplished by the then current record title holder delivering to ASSOCIATION joinder agreements, in form and content acceptable to ASSOCIATION, properly executed by all owners and all mortgagees of said parcel, together with a check made payable to ASSOCIATION for the full amount of all recording fees and charges. ASSOCIATION shall cause said joinders to be recorded within ten (10) days of their receipt. Said parcel shall be deemed part of the condominium as of the date that said joinder agreements are received.

1.1.5 The Developer, together with the Joining Owners and non-Joining Owners, constitute all of the record title OWNERS of all parcels of land included within the property described in Exhibit "A".

## 1.2 Condominium Act

The provisions of the Condominium Act are by this reference expressly made a part hereof and shall govern the CONDOMINIUM and the rights, duties and responsibilities of MOBILE HOME UNIT OWNERS hereof, except where permissive variances therefrom appear in this Declaration of Condominium and the exhibits hereto.

## 1.3 Definitions

The definitions contained in the Condominium Act shall be the definition of like terms as used in this Declaration of Condominium and the exhibits hereto, unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "MOBILE HOME UNIT" shall be synonymous with the term "UNIT" as defined in said Act, the term "MOBILE HOME UNIT OWNER" synonymous with the term "UNIT OWNER," and the term "COMMON PROPERTY" shall be synonymous with the term "COMMON ELEMENTS," all as used in the Act.

## 2.0 CONDOMINIUM DEFINED

### 2.1 Survey

The surveys attached hereto and expressly made a part hereof as Exhibit "G," consisting of \_\_\_\_\_ ( ) pages, are surveys of the land and graphic descriptions and plot plans of the improvements constituting the CONDOMINIUM, identifying the MOBILE HOME UNITS and COMMON PROPERTY, as said terms are herein defined, and their respective locations and approximate dimensions. Each MOBILE HOME UNIT is identified by a specific letter, name, number, or combination thereof, so that no MOBILE HOME UNIT bears the same designation as any other MOBILE HOME UNIT within the CONDOMINIUM.

### 2.2 Alteration of Boundaries and Mobile Home Unit Dimensions

DEVELOPER reserves the right to alter the boundaries between MOBILE HOME UNITS so long as DEVELOPER owns the MOBILE HOME UNITS so altered; and to increase or decrease the number of MOBILE HOME UNITS and to alter the boundaries of the COMMON PROPERTY so long as the DEVELOPER owns the MOBILE HOME UNITS abutting the COMMON PROPERTY where the boundaries are being altered, provided that any such alterations shall only affect the percentage of ownership of COMMON PROPERTY of the MOBILE HOME UNITS being altered and that no such change shall be made without amendment of this Declaration. Provided further that an amendment for such purpose need be signed and acknowledged only by DEVELOPER and approved by all Mortgagees of the MOBILE HOME UNITS affected, where the said MOBILE HOME UNITS are encumbered by individual mortgages or where they are included in an overall mortgage on the CONDOMINIUM, and such amendment shall not require the approval of MOBILE HOME UNIT OWNERS or of the ASSOCIATION.

### 2.3 Easements

Easements are expressly provided for and reserved in favor of the owners and occupants of the MOBILE HOME UNITS, their guests and invitees, and public or private utility companies and/or municipalities or other governmental agencies providing utility services of every kind and nature, as follows:

2.3.1 Easements are reserved through the CONDOMINIUM property as may be required for utility services in order to serve the CONDOMINIUM adequately.

2.3.2 In the event that any MOBILE HOME UNIT shall encroach upon any of the COMMON PROPERTY or upon any other MOBILE HOME UNIT for any reason other than the intentional or negligent act of the MOBILE HOME UNIT OWNER, or in the event that any COMMON PROPERTY shall encroach upon any MOBILE HOME UNIT, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

2.3.3 There shall exist a perpetual easement of ingress to and egress from all MOBILE HOME UNITS over walks, terraces and other COMMON PROPERTY from and to the public highways bounding the CONDOMINIUM, and a perpetual right or easement, in common with all persons owning an interest in any MOBILE HOME UNIT in the CONDOMINIUM, to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to facilities as they now exist) located on the COMMON PROPERTY.

2.3.4 There shall exist a perpetual easement of ingress to and egress from any parcel of land located within the boundaries of the property described in Exhibit "A" and which may not be part of the condominium property, over the walks and streets which constitute part of the COMMON PROPERTY of the ASSOCIATION, from and to the public highways bounding the Condominium.

2.3.5 There shall be a perpetual easement in favor of C.G.D. Utilities, Inc., a Florida corporation, its successors and assigns, through the Condominium property as may be required for the providing of water, sewer, and other utility services in order to serve the Condominium adequately.

#### 2.4 Mobile Home Units

MOBILE HOME UNIT, as the term is used herein, shall mean and comprise the \_\_\_\_\_ ( ) separate, individually identified ~~MOBILE HOME~~ sites which are designated in Exhibit "G" to this Declaration of Condominium.

#### 2.5 Common Property

The COMMON PROPERTY of the CONDOMINIUM consists of all of the real property, improvements and facilities of the CONDOMINIUM other than the MOBILE HOMES, as the same are hereinabove defined, and shall include easements through the MOBILE HOME UNITS for conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the MOBILE HOME UNITS and COMMON PROPERTY, and easements of support in every portion of a MOBILE HOME 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 MOBILE HOME UNITS.

#### 2.6 Time Share Estates

No time-share estates will be created with respect to any MOBILE HOME UNIT in this CONDOMINIUM.

#### 2.7 Ownership of Mobile Home Units and Appurtenant Interest In Common Property

2.7.1 Each MOBILE HOME UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each MOBILE HOME UNIT shall own as an appurtenance to the ownership of each said MOBILE HOME UNIT an undivided interest in the COMMON PROPERTY and COMMON SURPLUS, the amount of which is specifically set forth in Exhibit "H" to this Declaration. The percentage of undivided interest in COMMON PROPERTY and COMMON SURPLUS assigned to each MOBILE HOME UNIT shall not be changed except with the unanimous consent of all of the owners of all of the MOBILE HOME UNITS, except as may otherwise be provided herein.

2.7.2 Initially, the Condominium project will consist of 340 MOBILE HOME UNITS, as graphically described in Exhibit "G" attached hereto. The percentage of ownership of COMMON PROPERTY and COMMON SURPLUS shall be the same for all units in the Condominium, regardless of the number of units that may ultimately make up the Condominium.

2.7.3 In the event that additional units are added to the

Condominium, as contemplated by this Declaration, then the percentage interest of each MOBILE HOME UNIT OWNER in the COMMON PROPERTY and COMMON SURPLUS shall decrease proportionately, so that at all times the percentage of ownership of COMMON PROPERTY and COMMON SURPLUS is the same for all units.

2.7.4 Initially, the Condominium will consist of 344 units, and the ASSOCIATION will have a total of 344 votes to be cast by OWNERS of MOBILE HOME UNITS. As additional MOBILE HOME UNITS are added to the Condominium, the total number of votes to be cast by the OWNERS of MOBILE HOME UNITS shall increase by the number of units added. It is the intent that there shall be one vote for each MOBILE HOME UNIT in the Condominium. Voting shall be in accordance with the provisions therefor contained in this Declaration and in the Articles of Incorporation and Bylaws of ASSOCIATION.

2.8 Restriction Against Further Subdividing of Mobile Homes and Separate Conveyance of Appurtenant Common Property, etc.

No MOBILE HOME UNIT may be divided or subdivided into a smaller MOBILE HOME UNIT or smaller MOBILE HOME UNITS than as shown on Exhibit "G" attached hereto, nor shall any MOBILE HOME UNIT or portion thereof be added to or incorporated into any other MOBILE HOME UNIT. The undivided interest in the COMMON PROPERTY declared to be an appurtenance to each MOBILE HOME UNIT shall not be conveyed, devised, encumbered or otherwise dealt with separately from said MOBILE HOME UNIT, and the undivided interest in COMMON PROPERTY appurtenant to each MOBILE HOME UNIT shall be deemed conveyed, devised, encumbered or otherwise included with the MOBILE HOME UNIT, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such MOBILE HOME UNIT. Any conveyance, mortgage or other instrument which purports to grant any right, interest or lien in, to, or upon a MOBILE HOME UNIT shall be null, void and of no effect insofar as the same purports to affect any interest in a MOBILE HOME UNIT and its appurtenant undivided interest in COMMON PROPERTY, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire MOBILE HOME UNIT. Any instrument conveying, devising, encumbering or otherwise dealing with any MOBILE HOME UNIT, whether by legal description or by the numerical designation assigned thereto in Exhibit "G", shall, without limitation or exception, be deemed and construed to affect the entire MOBILE HOME UNIT and its appurtenant undivided interest in the COMMON PROPERTY. The description in any instrument conveying, devising, encumbering or otherwise dealing with any MOBILE HOME UNIT and describing the MOBILE HOME UNIT by its unit number description and identifying this Declaration of Condominium shall be deemed to include any and all amendments to this Declaration of Condominium or to the Articles of Incorporation and Bylaws of the ASSOCIATION hereinafter identified, and it shall not be necessary for such description to specifically or generally refer to any such amendment or amendments. Nothing herein contained shall be construed as limiting or preventing ownership of any MOBILE HOME UNIT and its appurtenant undivided interest in the COMMON PROPERTY by more than one person or entity as tenants in common, joint tenants, or as a tenancy by the entirety.

2.9 Subject to Restrictions, Easements, Conditions, and Covenants

The MOBILE HOME UNITS and COMMON PROPERTY shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said MOBILE HOME UNITS and COMMON PROPERTY and setting forth the obligations and responsibilities incident to ownership of each MOBILE HOME UNIT and its appurtenant undivided interest in the COMMON PROPERTY, and said MOBILE HOME UNITS and COMMON PROPERTY are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements and the CONDOMINIUM.

2.10 Restraint Upon Separation and Partition of Common Property

Recognizing that the proper use of a MOBILE HOME UNIT by any owner or owners is dependent upon the use and enjoyment of the COMMON PROPERTY in common with the owners of all of the MOBILE HOME UNITS, and that it is in the interest of all owners of MOBILE HOME UNITS that the ownership of the COMMON PROPERTY be retained in common by owners of MOBILE HOME UNITS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON PROPERTY appurtenant to each MOBILE HOME UNIT shall remain undivided and that no owner of any MOBILE HOME UNIT shall bring or have any right to bring any action for partition or division.

3.0 MAINTENANCE , ALTERATION AND IMPROVEMENT

3.1 Mobile Home Units

3.1.1 The ASSOCIATION shall maintain, repair and replace at the ASSOCIATION's expense:

3.1.1.1 All COMMON PROPERTY;

3.1.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a MOBILE HOME UNIT that service part or parts of the CONDOMINIUM other than the MOBILE HOME UNIT within which contained.

3.1.1.3 All incidental damage caused to an MOBILE HOME UNIT by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 3.1(A), (1) and (2) above.

3.1.1.4 All portions of the MOBILE HOME UNIT except the exterior of any MOBILE OR MODULAR HOME, structure or improvement located on said MOBILE HOME UNIT, the cement pads or parking areas on any MOBILE HOME UNIT. It is the intent of this provision that the ASSOCIATION shall be responsible for the maintenance of all grass and planted portions of all MOBILE HOME UNITS.

3.1.2 The responsibility of the MOBILE HOME UNIT OWNER for maintenance, repair and replacement shall be as follows:

3.1.2.1 To maintain, repair and replace, as the case may be, at owner's expense, any

~~MOBILE HOME UNIT~~, structure or improvements located on any MOBILE HOME UNIT, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to each MOBILE HOME UNIT and any Mobile, Modular or Manufactured Home, structure or improvements located thereon.

3.1.2.2 A MOBILE HOME UNIT OWNER shall not paint or otherwise decorate, change, modify or alter the exterior of any MOBILE HOME, structure or improvement constructed on any MOBILE HOME UNIT without the prior written consent of the Architectural Review committee as provided in Section 7.0 of this Declaration of Condominium.

3.1.2.3 To promptly report to ASSOCIATION any defect or need for repairs for which the ASSOCIATION is responsible.

3.2 Alteration and Improvement of Common Property. After completion of the improvements included in the COMMON PROPERTY which are contemplated in the Declaration, there shall be no alteration or further improvement of COMMON PROPERTY without the prior approval, in writing, by record owners of sixty-six and two-thirds (66  $\frac{2}{3}$ %) percent of all MOBILE HOME UNIT OWNERS in the CONDOMINIUM. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any MOBILE HOME UNIT OWNER without his consent. This paragraph shall have no application to the rights vested in the DEVELOPER pursuant to the provisions of this Declaration.

4.0 ADMINISTRATION OF THE CONDOMINIUM BY  
SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

4.1 Creation of Association

To efficiently and effectively provide for the maintenance, management and operation of the CONDOMINIUM by the owners of MOBILE HOME UNITS, a non-profit Florida corporation, known and designated as SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "ASSOCIATION," has been organized, and said corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and Bylaws. A true copy of said Articles of Incorporation and Bylaws are annexed hereto and expressly made a part hereof as Exhibits "I" and "J," respectively.

4.2 Membership in Association

The owner or owners of each MOBILE HOME UNIT shall automatically become members of the ASSOCIATION upon his, her, their or its acquisition of an ownership interest in a MOBILE HOME UNIT, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such MOBILE HOME UNIT, regardless of the means by which such ownership may be divested.

4.3 Lien Holders

No person, firm or corporation holding any lien, mortgage or other encumbrance upon any MOBILE HOME UNIT shall be entitled,



by virtue of such lien, mortgage, or other encumbrance, to membership in said ASSOCIATION, or to any of the rights or privileges of such membership.

#### 4.4 Powers of Association

In the maintenance, management and operation of the CONDOMINIUM, said the ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium and all of the Exhibits thereto, to levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the MOBILE HOME UNITS and COMMON PROPERTY as the Board of Directors of the ASSOCIATION may deem to be in the best interests of the ASSOCIATION. In addition, said ASSOCIATION shall have all of the powers as set forth in the Articles of Incorporation for said ASSOCIATION.

#### 4.5 Limitation Upon Liability of Association

Notwithstanding the duty of the ASSOCIATION to maintain and repair portions of the CONDOMINIUM property, the ASSOCIATION shall not be liable to MOBILE HOME UNIT OWNERS for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the ASSOCIATION, or caused by the elements or other owners or persons.

#### 4.6 Restraint Upon Assignment of Shares and Assets

The share of a member in the funds and assets of the ASSOCIATION cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to a MOBILE HOME UNIT.

#### 4.7 Approval or Disapproval of Matters

Whenever the decision of an MOBILE HOME UNIT OWNER is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an ASSOCIATION meeting, unless the joinder of record owners is specifically required by this Declaration.

#### 4.8 Right of Entry Into Mobile Home Units in Emergencies

In case of any emergency originating in or threatening any MOBILE HOME UNIT or any improvement located thereon, regardless of whether the owner is present at the time of such emergency, the Board of Directors of ASSOCIATION or any other person authorized by it shall have the right to enter upon such MOBILE HOME UNIT or any improvement located thereon for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of such emergency, the owner of each MOBILE HOME UNIT, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to the improvements located on said MOBILE HOME UNIT.

#### 4.9 Right of Entry for Maintenance of Common Property

Whenever it is necessary to enter upon any MOBILE HOME UNIT for the purpose of performing any maintenance, alteration or repair of any portion of the COMMON PROPERTY, the owner of each MOBILE HOME UNIT shall permit other owners or their representatives, or the duly constituted and authorized agent of ASSOCIATION, to enter upon such MOBILE HOME UNIT for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

consent of a majority of the owners of MOBILE HOME  
UNITS other than the DEVELOPER.

C. Article 5.0 shall be amended to read as follows:

5.0 ASSESSMENTS: LIABILITY LIEN AND ENFORCEMENT

5.1 Power of Assessment. ASSOCIATION, by this Declaration of Condominium, is given the authority to maintain, operate and manage the GONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all MOBILE HOME UNITS. To properly maintain, operate and manage the CONDOMINIUM, ASSOCIATION will incur, for the mutual benefit of all of the owners of MOBILE HOME UNITS, costs and expenses which will be continuing or non-recurring, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses." The ASSOCIATION shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the payment of all common expenses and shall assess the members of the ASSOCIATION for said sums. The ASSOCIATION shall assess MOBILE HOME UNIT OWNERS and/or MOBILE HOME UNITS in amounts not less than are required to provide funds in advance for the payment of all common expenses and other expenses of the ASSOCIATION and CONDOMINIUM, as and when due. The ASSOCIATION shall enforce the collection of said assessment so that at all times the solvency of the ASSOCIATION, under any definition, is maintained and assured. The assessment to MOBILE HOME UNIT OWNERS for both continuing and non-recurring common expenses of the ASSOCIATION, exclusive of the Recreation Area Purchase Assessment provided for in section 5.6 of this Declaration shall not exceed \$22.50 per month during the period of time that the DEVELOPER has the right to select or designate the majority of the members of the Board of Directors of ASSOCIATION, which period of time is set forth in the Articles of Incorporation and By-laws of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. which are attached to the Declaration of Condominium as Exhibits I and J, respectively.

5.2 Lien for Assessment. The ASSOCIATION shall have a lien against each MOBILE HOME UNIT for any unpaid assessments levied against said UNIT and the owner thereof, and for penalties, late charges, and interest accruing thereon, which lien shall also secure and reasonable attorney's fees and costs incurred by the ASSOCIATION incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Brevard County, Florida. The said lien shall be recorded among the Public Records of Brevard County, Florida by filing a claim therein which states the legal description of the MOBILE HOME UNIT, the name of the record owner, the amount claimed to be due, and the dates said amounts became due. Provided, however, that no such claim of lien shall continue to be valid for a period longer than one (1) 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, penalties, late charges, and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the ASSOCIATION,

5.0 ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

5.1 Power of Assessment

ASSOCIATION, by this Declaration of Condominium, is given the authority to maintain, operate, and manage the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all MOBILE HOME UNITS. To properly maintain, operate and manage the CONDOMINIUM, ASSOCIATION will incur, for the mutual benefit of all of the owners of MOBILE HOME UNITS, costs and expenses which will be continuing or non-recurring, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses." The ASSOCIATION shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the payment of all common expenses and shall assess the members of the ASSOCIATION for said sums. The ASSOCIATION shall assess MOBILE HOME UNIT OWNERS and/or MOBILE HOME UNITS in amounts not less than are required to provide funds in advance for the payment of all common expenses and other expenses of the ASSOCIATION and CONDOMINIUM, as and when due. The ASSOCIATION shall enforce the collection of said assessment so that at all times the solvency of the ASSOCIATION, under any definition, is maintained and assured.

5.2 Lien for Assessment

The ASSOCIATION shall have a lien against each MOBILE HOME UNIT for any unpaid assessments levied against said UNIT and the owner thereof, interest accruing thereon, and reasonable attorney's fees and costs incurred by the ASSOCIATION incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Brevard County, Florida. The said lien shall be recorded among the Public Records of Brevard County, Florida, by filing a claim therein which states the legal description of the MOBILE HOME UNIT, the name of the record owner, the amount claimed to be due, and the dates said amounts became due. Provided, however, that no such claim of lien shall continue to be valid for a period longer than one (1) 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 attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the ASSOCIATION, or by a managing agent of the ASSOCIATION. Upon full payment, the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at the owner's expense. All such liens shall be subordinate to the lien of institutional first mortgages, and all such liens may be foreclosed by suit brought in the name of the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the MOBILE HOME UNIT subject to the lien shall be required to pay a reasonable rental for the MOBILE HOME UNIT, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same. The ASSOCIATION, at its option, may also sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the MOBILE HOME UNIT as a result of a of the foreclosure of such first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to a MOBILE HOME UNIT as the result of a conveyance in lieu of foreclosure of such first mortgage, such

acquirer of title, its successors and assigns shall not be liable for that share of the common expenses or assessments by the ASSOCIATION chargeable to the MOBILE HOME UNIT, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale.

### 5.3 Developer's Liability for Assessments

During the period for which the DEVELOPER has guaranteed that the assessments made against the owners of all MOBILE HOME UNITS shall not exceed a stipulated amount, which period shall be stated in the contract for sale and purchase, the DEVELOPER shall be excused from the payment of its share of the common expense in respect to those units owned by the DEVELOPER. However, the DEVELOPER shall be responsible to pay any amount of common expenses incurred during the guaranteed period in excess of that which shall be produced by the assessment at the guaranteed level receivable from other owners of MOBILE HOME UNITS.

### 5.4 Notification of Mortgage Holder

The ASSOCIATION shall notify, in writing, the holder of a first mortgage encumbering a MOBILE HOME UNIT of any default in the payment of any assessments against said MOBILE HOME UNIT where said default shall continue for a period of fifteen (15) days after the date upon which it was due and payable; provided, however, that notice of such default need be given only where the holder of a first mortgage has notified the ASSOCIATION, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.

### 5.5 Working Capital Fund

The funds represented by the payment of the sum of One Hundred Fifty (\$150.00) Dollars paid by the purchaser of each MOBILE HOME UNIT at the time of conveyance of the MOBILE HOME UNIT by the DEVELOPER shall be a working capital fund of the ASSOCIATION and may not be utilized for start-up expenses or common expenses incurred prior to the expiration of the period during which the DEVELOPER has guaranteed that the percentage of common expenses attributable to MOBILE HOME UNIT OWNERS will not exceed a stated amount. After the expiration of that period, these funds may be used for any purpose for which the ASSOCIATION could levy an assessment pursuant to the provisions of this Declaration and the Exhibits hereto.

### 5.6 Recreation Area Purchase Fund

5.6.1 Each MOBILE HOME UNIT OWNER except "Joining Owners" shall be and are hereby assessed the sum of Two Thousand Dollars and no/100 Cents (\$2,000.00) as a contribution to the ASSOCIATION. The proceeds of said assessments shall be used by the ASSOCIATION to pay the assessment made by SNUG HARBOR MASTER ASSOCIATION, INC. against the ASSOCIATION for the purpose of providing the necessary funds to enable SNUG HARBOR MASTER ASSOCIATION, INC. to purchase the RECREATION AREA pursuant to the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE attached hereto as Exhibit "K" and "L", respectively.

5.6.2 The Assessment for the RECREATION AREA PURCHASE shall bear interest at the rate of ten per cent (10%) per annum on the unpaid balance thereof, shall be payable in two hundred sixteen (216) equal consecutive monthly installments of principal and interest. A MOBILE HOME UNIT OWNER may prepay this Assessment at any time in

accordance with the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.

5.6.3 If a MOBILE HOME UNIT OWNER shall fail to pay the RECREATION AREA PURCHASE ASSESSMENT or any installment thereof, the SELLER under the RECREATION AREA PURCHASE AGREEMENT and/or the holder of the RECREATION AREA NOTE, in addition to any other remedies provided by law and the RECREATION AREA PURCHASE AGREEMENT and the RECREATION AREA NOTE shall have a lien against the MOBILE HOME UNIT of the defaulting owner for the remaining unpaid balance of the assessments and interest accruing thereon. In the event of such a default, the SELLER under the RECREATION AREA PURCHASE AGREEMENT and/or the holder of the RECREATION AREA NOTE shall have the right to accelerate the remaining balance due, with the then remaining principal balance together with accrued interest becoming immediately due and payable in full. Said lien shall also secure reasonable attorney's fees, at both the trial and appellate levels, together with all costs incurred incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. All such liens may be foreclosed in the same manner as a foreclosure of a mortgage on real property.

5.6.4 The foreclosure of said lien against a MOBILE HOME UNIT OWNER for his proportionate share of the RECREATION AREA PURCHASE ASSESSMENT shall not be considered or construed as a termination or cancellation of the RECREATION AREA PURCHASE AGREEMENT or RECREATION AREA NOTE or operate as an extinguishment of any other lien rights or remedies provided by said RECREATION AREA PURCHASE AGREEMENT or RECREATION AREA NOTE or by law. The lien herein provided shall be subordinate to the lien of any institutional first mortgage encumbering a MOBILE HOME UNIT. Notwithstanding anything contained herein to the contrary, in the event an institutional first mortgagee of record or other purchaser of a MOBILE HOME UNIT obtains title thereto as a result of the foreclosure, of an institutional first mortgage or where such institutional first mortgagee accepts a deed to such MOBILE HOME UNIT in lieu of foreclosure, such acquirer of title, its heirs, legal representatives, successors and assigns shall remain obligated for that portion of the assessment attributable to such MOBILE HOME UNIT as provided for herein remaining unpaid as of such date and interest thereon in accordance with the terms contained herein accruing subsequent to but not prior to the date such acquirer of title obtains title thereto to be paid in full in cash or in equal monthly payments of principal and interest as provided above; provided, however, that payments of such assessment attributable to or upon a MOBILE HOME UNIT shall be deferred and no interest shall accrue on such assessment for so long as such institutional first mortgagee shall continue to hold title to such unit and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee; provided, further, that such deferral of payment shall continue only for such time as the institutional first mortgagee shall remain the title holder of the unit and the same shall not be occupied by a tenant or lessee holding by, through or under the said institutional first mortgagee.

5.6.5 It is the intention of the SELLER under the RECREATION AREA PURCHASE AGREEMENT, the holder of the RECREATION

AREA NOTE, the ASSOCIATION and the MOBILE HOME UNIT OWNERS that the provisions of Florida Statute 718.116(6) or any amendment, revision or addition thereto or any similar provision heretofore or hereafter adopted pertaining to the termination or extinguishment of the obligation of a MOBILE HOME UNIT OWNER for prior assessments in the event of foreclosure or conveyance in lieu of foreclosure of an institutional first mortgage shall not be applicable to the assessment provided for in this subparagraph, other than for interest thereon accruing prior to the date such mortgagee acquires title thereto, and, if so applicable, the ASSOCIATION shall and does hereby agree and each MOBILE HOME UNIT OWNER by acceptance of title to such MOBILE HOME UNIT in foreclosure or acceptance of such deed in lieu of foreclosure agrees that upon such conveyance to such acquirer of title, the ASSOCIATION shall thereupon reassess such MOBILE HOME UNIT for that portion of the assessment provided for herein attributable to such MOBILE HOME UNIT remaining unpaid as of such date plus interest thereon accruing subsequent to such date of conveyance to be paid in full, in cash or in equal monthly payments of principal and interest as provided herein, and each such acquirer of title shall and does hereby consent to the imposition of such assessment.

5.6.6 In the event of prepayment in full of said assessment, the ASSOCIATION shall deliver to the MOBILE HOME UNIT OWNER making such prepayment a receipt therefore in recordable form, joined in by the holder of the RECREATION AREA NOTE, reflecting that no further assessments on account of the purchase price of the RECREATION AREA shall be made against the said unit.

5.6.7 The provisions of this Section 5.6 shall not be amended, modified or deleted from this Declaration of Condominium, so long as any amounts are due under the provisions of the RECREATION AREA PURCHASE AGREEMENT or the RECREATION AREA NOTE without the prior written consent of the SELLER under the RECREATION AREA PURCHASE AGREEMENT and the holder of the RECREATION AREA NOTE.

#### 5.7 Assessment Installments

The assessment levied against the OWNER of each MOBILE HOME UNIT and the MOBILE HOME UNIT shall be payable in quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of ASSOCIATION. However, in no event shall such assessments be levied against the OWNERS of MOBILE HOME UNITS less frequently than quarterly.

#### 6.0 INSURANCE

##### 6.1 Authority to Purchase

6.1.1 The OWNER of each MOBILE HOME UNIT may, at its own expense, obtain insurance coverage for loss of or damage to any part of said MOBILE HOME UNIT and any structure or improvement located thereon, and may, at its own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such OWNER's MOBILE HOME UNIT or upon the COMMON PROPERTY. All such insurance coverage obtained by the OWNER of each MOBILE HOME UNIT shall, wherever such provisions shall be available, provide that the insurer waives its right of subrogation as to

any claims against other OWNERS of MOBILE HOME UNITS, ASSOCIATION, and the respective servants, agents and guests of said OWNERS and ASSOCIATION. Risk of loss or damage to any MOBILE HOME or other improvement located on any MOBILE HOME UNIT, as well as furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the COMMON PROPERTY) belonging to or carried on the person of the OWNER of each MOBILE HOME UNIT, or which may be stored in any MOBILE HOME UNIT, or in, to or upon the COMMON PROPERTY, shall be borne by the OWNER of each such MOBILE HOME UNIT. All furniture, furnishings and personal property constituting a portion of the COMMON PROPERTY and held for the joint use of all OWNERS of all MOBILE HOME UNITS shall be covered by such insurance as shall be maintained in force and effect by ASSOCIATION as hereinafter provided. The OWNER of a MOBILE HOME UNIT shall have no personal liability for any damages caused by the ASSOCIATION in connection with the use of the COMMON PROPERTY. The OWNER of a MOBILE HOME UNIT shall be liable for injuries or damages resulting from an accident in his own MOBILE HOME UNIT, to the same extent and degree that the OWNER of a house would be liable for an accident occurring within the house.

- 6.1.2 All insurance policies upon the CONDOMINIUM property shall be purchased by the ASSOCIATION. The named insured shall be the ASSOCIATION individually and as agent for the MOBILE HOME UNIT OWNERS, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of MOBILE HOME UNITS. Such policies shall provide that payments to the insured for losses shall be made to the insurance trustee designated below, and all policies and their endorsements shall be deposited with the insurance trustee.

## 6.2 Coverage

- 6.2.1 All buildings and improvements upon the COMMON PROPERTY shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined annually by the Board of Directors. All personal property included in the COMMON PROPERTY shall be insured for its full replacement value, as shall be determined annually by the Board of Directors of the ASSOCIATION. Coverage shall afford protection against:

6.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage or other perils endorsement, subject to such deductible provision as the Board of Directors of the ASSOCIATION may approve; and

6.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief, wind-storm and water damage.

- 6.2.2 Public liability and property damage insurance in such amounts and with such coverage as shall be required by the Board of Directors of the ASSOCIATION, including but not limited to hired automobile and non-owned auto-

mobile coverage, and with cross-liability endorsements to cover the liabilities of the MOBILE HOME UNIT OWNERS as a group to a MOBILE HOME UNIT OWNER.

- 6.2.3 Worker's Compensation Insurance to meet the requirements of law.
- 6.2.4 Such other insurance as the Board of Directors of the ASSOCIATION shall determine, from time to time, to be desirable.
- 6.2.5 All liability insurance maintained by ASSOCIATION shall contain liability endorsements to cover liability of all OWNERS of MOBILE HOME UNIT OWNERS, jointly and severally. In any legal action in which the ASSOCIATION may be exposed to liability in excess of its insurance coverage protecting it and the owners of MOBILE HOME UNIT OWNERS, the ASSOCIATION shall give notice of the possible excess exposure within a reasonable time to all owners of MOBILE HOME UNITS who may be exposed to the liability, and each such owner shall have the right to intervene and defend any such legal action.

### 6.3 Insurance Trustee

- 6.3.1 The Board of Directors of ASSOCIATION shall have the right to select the insurance company or companies with whom insurance coverage required or purchased pursuant to this Article will be placed and shall have the right to designate the Insurance Trustee, and all parties beneficially interested in such insurance coverage shall be bound by the selection so made from time to time, but the foregoing shall not be to the exclusion of the rights reserved unto Institutional Lenders hereunder.
- 6.3.2 All policies of fire and casualty insurance covering the CONDOMINIUM shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named as hereinafter provided, or to its successor, or to the ASSOCIATION, as the case may be, and the insurance proceeds from any fire and casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all MOBILE HOME UNITS and their respective mortgagees, as their interest may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided.
- 6.3.3 The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida or the ASSOCIATION. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of any policy or policies of fire and casualty insurance, nor for the sufficiency of coverage, nor for the form or content of the policies, nor for the failure to collect any insurance proceeds. The sole duties of the Insurance Trustee shall be to receive premiums for the purchase of the several types of insurance provided for herein, and to receive such proceeds of fire and casualty insurance as are paid, and to hold the same in trust for the purposes herein stated, for the benefit of the ASSOCIATION and the owners of all MOBILE HOME UNITS and their respective mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder



and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith, or gross negligence, and then only for such money which comes into the possession of said Insurance Trustee.

6.3.4 Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of MOBILE HOME UNITS and their mortgagees, as their respective interests may appear, or to any other party for repair, replacement, or reconstruction of property, the Insurance Trustee may rely upon a Certificate of the President and Secretary of the ASSOCIATION, executed under oath, certifying unto said Insurance Trustee the name or names of the owners of each MOBILE HOME UNIT, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each MOBILE HOME UNIT, and the respective percentages of any distribution which may be required to be made to the owner or owners of any MOBILE HOME UNIT or MOBILE HOME UNITS as his or their respective interest may appear, or to certify the name or names of the party or parties to whom payments are to be made for repair, replacement or reconstruction of property.

6.3.5 In the event any insurance proceeds are paid to the Insurance Trustee for any fire or casualty loss, the holder or holders of any mortgage or mortgages encumbering an MOBILE HOME UNIT shall not have the right to determine or participate in the determination of whether to repair or replace any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any MOBILE HOME UNIT or MOBILE HOME UNITS and their respective mortgagee or mortgagees, as herein authorized.

6.4 Association Agent for Mobile Home Unit Owner

ASSOCIATION is hereby declared to be and is hereby appointed as Authorized Agent for all of the owners of all MOBILE HOME UNITS for the purpose of filing such Proofs of Loss as may be required under any policy or policies of fire and casualty insurance purchased pursuant to the terms of this section, and negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any such policy of fire and casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any such policy or policies of fire and casualty insurance and resulting in loss of or damage to insured property. Proof of Loss and/or any Release of Liability executed by ASSOCIATION shall be binding upon all owners of all MOBILE HOME UNITS and their respective mortgagees and other parties who may claim any lien or encumbrance upon any MOBILE HOME UNIT.

6.5 Reconstruction and Repair After Casualty Where Loss or Damage is to Common Property Only

In the event of the loss or damage to only COMMON PROPERTY, real or personal, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the Insurance proceeds are in excess of the cost of the repair,

replacement or reconstruction of such COMMON PROPERTY, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the MOBILE HOME UNITS and their respective mortgagees, the distribution to be separately made to the owner of each MOBILE HOME UNIT and his respective mortgagee or mortgagees, as their respective interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each MOBILE HOME UNIT and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as the undivided interest in COMMON PROPERTY appurtenant to each MOBILE HOME UNIT bears to the total undivided interest in COMMON PROPERTY appurtenant to all MOBILE HOME UNITS. If it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received, will enable said Insurance Trustee to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by ASSOCIATION with the Insurance Trustee in said latter event may be paid by ASSOCIATION out of its Reserve for Replacement Fund, and if the sum in such Reserve for Replacement Fund is not sufficient, then ASSOCIATION shall levy and collect an assessment against all owners of all MOBILE HOME UNITS and said MOBILE HOME UNITS in an amount which shall provide the sums required to pay for said repair, replacement and/or reconstruction.

6.6 Reconstruction or Repair After Casualty Where Loss or Damage is to Common Property and Mobile Home Units

- 6.6.1 In the event of loss or damage to COMMON PROPERTY and any MOBILE HOME UNIT or MOBILE HOME UNITS, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied first to the repair, replacement or reconstruction, as the case may be, of COMMON PROPERTY, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any MOBILE HOME UNIT or MOBILE HOME UNITS which may have sustained any loss or damage so covered.
- 6.6.2 If the proceeds of said fire and casualty insurance are sufficient to pay for the repair, replacement or reconstruction of any loss of or damage to COMMON PROPERTY, but should the same not be sufficient to repair, replace or reconstruct any or all loss of or damage to any MOBILE HOME UNIT or MOBILE HOME UNITS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the MOBILE HOME UNIT or MOBILE HOME UNITS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to pay completely for the repair, replacement or reconstruction of all COMMON PROPERTY and MOBILE HOME UNIT or MOBILE HOME UNITS. In said latter event, the assessment to be levied and collected from the owner or owners of each MOBILE HOME UNIT or MOBILE HOME UNITS sustaining loss or damage shall be apportioned between each owner or owners of an MOBILE HOME UNIT, and said MOBILE HOME UNIT shall bear the same proportion to the total assessment levied against all of said owners of MOBILE HOME UNITS sustaining loss or damage as does the

cost of repair, replacement or reconstruction of each owner's MOBILE HOME UNIT bear to the cost applicable to all of said MOBILE HOME UNITS sustaining loss or damage.

- 6.6.3 If the fire and casualty insurance proceeds payable to the Insurance Trustee in the event of the loss of or damage to COMMON PROPERTY and MOBILE HOME UNIT or MOBILE HOME UNITS is not in an amount which will pay for the complete repair, replacement, or reconstruction of the COMMON PROPERTY, it being recognized that such insurance proceeds are to be applied first to payment for repair, replacement or reconstruction of said COMMON PROPERTY before being applied to the repair, replacement or reconstruction of an MOBILE HOME UNIT or MOBILE HOME UNITS, then the cost to repair, replace or reconstruct the said COMMON PROPERTY in excess of available fire and casualty insurance proceeds shall be levied and collected in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON PROPERTY and had the fire and casualty proceeds not been sufficient to cover the cost of repair, replacement or reconstruction, and the cost of repair, replacement or reconstruction of each MOBILE HOME UNIT or MOBILE HOME UNITS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of the MOBILE HOME UNIT or MOBILE HOME UNITS sustaining the loss or damage, in the same manner as is above provided for the apportionment of such assessment between the owner or owners of MOBILE HOME UNIT or MOBILE HOME UNITS sustaining such loss or damage.
- 6.6.4 If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of the COMMON PROPERTY and the MOBILE HOME UNIT or MOBILE HOME UNITS sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all MOBILE HOME UNITS, and to their mortgagee or mortgagees, as their respective interests may appear, such distribution to be made in the manner and proportions as provided hereinbefore.
- 6.6.5 In the event of loss of or damage to property covered by such fire and casualty insurance, ASSOCIATION shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of placing such damaged property in a condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the Board of Directors of ASSOCIATION may deem to be in the best interest of the membership of the ASSOCIATION.
- 6.6.6 Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to pay completely for such repair, replacement or reconstruction of said loss or damage, whether to be paid by all of the owners of MOBILE HOME UNITS or only by the owner or owners of any MOBILE HOME UNITS or MOBILE HOME UNITS sustaining loss or damage, or both, as determined by ASSOCIATION, shall be deposited with said Insurance Trustee no later than thirty (30) days from the date on which said Insurance Trustee shall receive the monies payable under the policy or policies of fire and casualty insurance.

6.7 Minor Loss or Damage

Notwithstanding anything hereinabove set forth to the contrary, in the event of loss of or damage to MOBILE HOME UNITS or COMMON PROPERTY, including personal property belonging to the ASSOCIATION or which may be a part of the COMMON PROPERTY, and the loss or damage has been established as being \$25,000.00 or less, regardless of the amount which may be available under any applicable insurance policy or policies to pay for the repair, replacement and/or reconstruction of the property lost or damaged, then and in said event the proceeds of any insurance recovery shall be paid to the ASSOCIATION, or by the Insurance Trustee to the ASSOCIATION, and the ASSOCIATION shall thereafter be responsible for the repair, replacement or reconstruction of the property lost or damaged.

6.8 Loss of Personal Property

In the event of loss of or damage to personal property belonging to the ASSOCIATION and/or which may be a part of the COMMON PROPERTY, and shall the ASSOCIATION determine not to replace all or part of such personal property as may be lost or damaged, then the insurance proceeds applicable thereto shall be paid by the ASSOCIATION and/or Insurance Trustee, as the case may be, to all owners of MOBILE HOME UNITS and their respective mortgagee or mortgagees, as their interest may appear, in the manner and in the proportions hereinabove provided, or at the election of the ASSOCIATION, such insurance proceeds may be held by the ASSOCIATION for the future replacement of the personal property lost or damaged, or may be retained and used as additional operating or replacement reserve, or may be used for the purpose of reducing the common expense of the ASSOCIATION, or as the Board of Directors of ASSOCIATION shall deem meet and proper, all notwithstanding anything hereinbefore to the contrary.

6.9 Contracts for Repair

Contracts for repair, replacement or reconstruction of loss or damage shall be let by the Board of Directors in the name of the ASSOCIATION, and said Board of Directors shall authorize payments to be made thereunder by the Insurance Trustee.

6.10 Loss of or Damage to Mobile Home or Other Structure or Improvement Located on Any Mobile Home Unit

In the event of loss of or or damage to any MOBILE HOME or other structure or improvement located on any MOBILE HOME UNIT, the owner of said MOBILE HOME UNIT shall cause said MOBILE HOME or other structure or improvement to be repaired, replaced, reconstructed, or removed from the MOBILE HOME UNIT within ninety (90) days from the date the loss occurred. Should the owner of said MOBILE HOME UNIT fail to repair, replace, reconstruct, or remove the damaged MOBILE HOME or other structure or improvement within the said ninety (90) day period, the ASSOCIATION shall have the right to remove, repair or reconstruct the MOBILE HOME or other structure or improvement at ASSOCIATION's option. All costs incurred by ASSOCIATION shall be assessed against the owner of the MOBILE HOME UNIT in the same manner as other assessments provided for herein and may be collected in the same manner as other assessments. The ASSOCIATION shall have a lien against the MOBILE HOME UNIT for all sums expended in exercising its rights under this paragraph.

7.0 LIMITATION ON USE OF MOBILE HOME UNITS:  
ESTABLISHMENT OF ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review Committee

- 7.1.1 The Architectural Review Committee (hereinafter referred to as the "ARC") shall consist of five (5) members. Each member of the ARC, except those appointed by the DEVELOPER, shall be a member of the ASSOCIATION or shall be an authorized representative, officer, or employee of a corporate member of the ASSOCIATION.
- 7.1.2 Election of members of the ARC shall be conducted in the following manner:
- 7.1.2.1 DEVELOPER shall, at the beginning of the election of Members to the ARC, designate and select that number of Members of the ARC which it shall be entitled to designate and select in accordance with the provisions of this Declaration, and upon such designation and selection by DEVELOPER by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Members of the ARC and shall thenceforth perform the offices and duties of such members until their successors shall have been selected or elected in accordance with the provisions of this Declaration.
- 7.1.2.2 DEVELOPER shall be entitled to designate each Member of the ARC until such time as the owners of MOBILE HOME UNITS in the CONDOMINIUM own ten (10%) percent or more of the total MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM. When the owners of MOBILE HOME UNITS own ten (10%) percent or more of the total MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM, the MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect not less than two-fifths (2/5) of the Members of the ARC. MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect a majority of the Members of the ARC three (3) years after sales by DEVELOPER have been closed on fifty (50%) percent of the MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM, or three (3) months after sales have been closed by the DEVELOPER on ninety (90%) percent of the MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM, or when all of the MOBILE HOME UNITS that ultimately be included in the CONDOMINIUM have been completed and some of them have been sold and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever event occurs first. The ASSOCIATION, within sixty (60) days after the MOBILE HOME UNIT OWNERS other than DEVELOPER are entitled to elect either two-fifths (2/5) or a majority of the members of the ARC, shall call a Meeting of the members of the ASSOCIATION for the purpose of electing said Members of the ARC. Notice of said Meeting of the members of the ASSOCIATION shall be given to each member in the manner prescribed in this Declaration, except that said notice shall be given not less than thirty

(30) nor more than (60) days prior to said Meeting. The DEVELOPER shall be entitled to elect not less than one Member of the ARC so long as DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the MOBILE HOME UNITS that will be included in the CONDOMINIUM.

7.1.2.3 All Members of the ARC whom DEVELOPER shall not be entitled to designate and select under the terms and provisions of this Declaration shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and election of the members of the ARC by DEVELOPER.

7.1.2.4 Vacancies in the ARC may be filled until the date of the next Annual Meeting by the remaining Members, except that, should any vacancy in the ARC be created in any membership previously filled by a person designated and selected by DEVELOPER, such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument, the successor Member to fill the vacated directorship for the unexpired term thereof.

7.1.2.5 At the first Annual Meeting of the members held after the owners of MOBILE HOME UNITS other than DEVELOPER shall be entitled to elect all of the Members of the ARC, the members shall elect two Members for a term of three (3) years, two Members for a term of two (2) years, and one Member for a term of one (1) year. At each Annual Meeting thereafter, the members shall elect as many Members of the ARC as there are regular terms of Members expiring at that time, and the term of office of the Members of the ARC so elected at the Annual Meeting of members of the ASSOCIATION each year shall be for three (3) years or until their successors are duly elected and qualified, or until removed from office in accordance with this Declaration. Until such time as the owners of MOBILE HOME UNITS other than DEVELOPER shall be entitled to elect all of the Members of the ARC, the term of office for Members shall be one (1) year or until their successors are elected and qualified.

7.1.2.6 In the election of Members to the ARC, there shall be appurtenant to each MOBILE HOME UNIT as many votes for Members as there are Members to be selected, provided, however, that no member of the ASSOCIATION or owner of any MOBILE HOME UNIT may cast more than one (1) vote for any person nominated as a Member of the ARC, it being the intent hereof that voting for Members of the ARC shall be non-cumulative.

7.1.2.7 In the event that DEVELOPER, in accordance with the privilege granted unto it, selects any person or persons to serve on the ARC, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person

or other persons to serve on said ARC. Replacements of any person or persons designated by DEVELOPER to serve on the ARC shall be made by written instrument delivered to the Secretary of the ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said ARC. The removal of any Member of the ARC by the designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to the Secretary of the ASSOCIATION. Whenever DEVELOPER's right to designate and select a Member or Members of the ARC expires, the DEVELOPER forthwith shall cause its Member or Members then serving to resign.

7.1.3 Meetings of the ARC

7.1.3.1 Regular Meetings of the ARC may be held at such time and place as shall be determined from time to time by a majority of the Members. Notice of regular meetings shall be given to each Member personally or by mail, telephone or telegram, at least three (3) days prior to the date named for such meeting, unless notice is waived. Notice of all regular meetings of the Members of the ARC shall be posted in a conspicuous place on the CONDOMINIUM property at least forty-eight (48) hours in advance for the attention of all owners of MOBILE HOME UNITS.

7.1.3.2 Special Meetings of the ARC may be called by any Member of the ARC. Not less than three (3) days' notice of a meeting shall be given to a Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of such special meetings of the ARC shall be posted in a conspicuous place on the CONDOMINIUM property at least forty-eight (48) hours in advance of the meeting for the attention of all owners of MOBILE HOME UNITS.

7.1.3.3 All meetings of the ARC shall be open to all owners of MOBILE HOME UNITS.

7.1.3.4 A quorum at an ARC meeting shall consist of the Members entitled to cast a majority of the votes of the entire Committee. The acts of the ARC approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the acts of the ARC. If any ARC meeting cannot be organized because a quorum has not attended, the Members who are present may adjourn the meeting from time to time until a proper quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

7.1.3.5 The Presiding Officer at ARC meetings shall be the Chairman of the Committee, who shall be elected by the Members. In the absence of the Presiding Officer, the Members present shall

designate one of their number to preside.

7.1.4 No Member of the ARC shall be entitled to any compensation for services performed as a Member of the ARC.

7.1.5 Subject to the provisions granting to the DEVELOPER the right to appoint and remove Members of the ARC, any Member or Members of the ARC may be recalled and removed from office with or without cause by the vote of the owners of a majority of all voting interests. A special meeting of the members of the ASSOCIATION may be called by the owners of ten (10%) percent of all voting interests, giving notice of the meeting as required for a meeting of MOBILE HOME UNIT OWNERS, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled Member or Members of the ARC shall turn over to the ARC any and all records of the ARC in their possession within seventy-two (72) hours after the meeting.

7.1.6 Powers and Duties of the ARC

7.1.6.1 No mobile home or other improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, cabana, carport, or screen enclosure, shall be erected, placed or maintained on any MOBILE HOME UNIT; no landscaping or planting shall be commenced or maintained upon any MOBILE HOME UNIT; and no addition, alteration, modification or change to any of the above shall be made without the prior written approval of the ARC.

7.1.6.2 Two (2) complete site plans shall be submitted to the ARC for its review, and no mobile or modular home, accessory, add-on, or other improvement, including landscaping, shall be commenced without prior approval of the ARC. Such site plans shall include the following:

7.1.6.2.1 The location, shape and dimensions of the mobile or modular home, accessory, add-on, or other improvement, and their distances from all MOBILE HOME UNIT boundaries.

7.1.6.2.2 Grading plan for MOBILE HOME UNITS, including the intended method to be utilized in disposing of water runoff, which method must be consistent with the overall drainage plan for the CONDOMINIUM.

7.1.6.2.3 The location of all trees that are more than three inches (3") in diameter.

7.1.6.2.4 The location of all drives and sidewalks.

7.1.6.2.5 The location of all walls, fences, hedge rows or other screening.



7.1.6.2.6 The location, size, and description of all plants, shrubs, trees and other landscaping.

7.1.6.2.7 The ARC may also required the submission of additional information and materials as may be reasonably necessary for the ARC to evaluate the proposed mobile or modular home, landscaping or alteration. The Board shall have the right to refuse to approve any proposed mobile home, accessory, add-on, landscaping, or alterations which in its sole discretion are not suitable or desirable.

7.1.6.3 Any and all approvals or disapprovals of the ARC shall be in writing and shall be delivered to the Board of Directors of ASSOCIATION and the respective MOBILE HOME UNIT OWNER. In the event the ARC fails to approve or to disapprove in writing any proposed mobile home, accessory, add-on, landscaping, or alterations within thirty (30) days after submission to the ARC of all required information and materials related thereto, then said mobile home, accessory, add-on, landscaping, or alteration shall be deemed to have been approved by the ARC. Further, if the landscaping or the construction of any improvement or structure is completed and the ARC does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the ARC.

7.1.6.4 The ARC shall promulgate such further rules and regulations as it deems necessary for the processing of applications to the ARC. The foregoing rules and regulations shall be subject to approval by the Board of Directors of ASSOCIATION. Without limiting the foregoing, no improvement or structures shall be constructed and no landscaping or planting shall be undertaken which is in violation of any covenant or restriction set forth in this Declaration.

## 7.2 ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

7.2.1 Residential Mobile and Modular Homes. No building or structure shall be erected, placed, or permitted to remain on any MOBILE HOME UNIT except one single-family mobile, modular or manufactured home. Notwithstanding the foregoing, cabanas, carports, and other structures accessory to the use of the family occupying the mobile, modular or manufactured home may be erected on the MOBILE HOME UNIT upon approval by the ARC. All such mobile, modular or manufactured homes shall meet the following requirements:

7.2.1.1 Be of a width of not less than <sup>23</sup>12 feet;

7.2.1.2 Be of a length of not less than <sup>32</sup>36 feet;

7.2.1.3 Be inspected and approved as to age, appear-

ance, condition and structural standards by the ARC;

- 7.2.1.4 Be installed on the MOBILE HOME UNIT by an authorized installation agency approved by the ARC, and in the manner designated by the ARC. "Installation" as used in this subparagraph shall include but not be limited to leveling, blocking, tying down, removal or masking of hitch, skirting and installation of approved set of steps.
- 7.2.2 Building Lines. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet from the front unit line. On any MOBILE HOME UNIT having a curved front unit line, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet to any point on said curved front unit line. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than seven and one-half (7 1/2) feet to any side unit line. On all MOBILE HOME UNITS abutting the boundary of the CONDOMINIUM property, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than fifteen (15) feet to the rear unit line.
- 7.2.3 Driveways. All MOBILE HOME UNITS shall have a paved driveway of stable and permanent construction of at least ten (10) feet in width. All driveways shall be constructed with concrete or asphalt unless otherwise specifically approved by the ARC.
- 7.2.4 Landscaping. A landscaping plan for each MOBILE HOME UNIT shall be submitted to and approved by the ARC. In reviewing landscaping plans, the ARC ~~shall encourage owners to submit plans which are consistent and harmonious with landscaping in the neighborhood.~~ No artificial vegetation shall be permitted to remain on a MOBILE HOME UNIT which may damage or interfere with the elevation or slope of the surface of the MOBILE HOME UNIT, create erosion or sliding problems, or change the ~~subdivision~~ drainage system. Sod shall be required in the front and side yards of a MOBILE HOME UNIT. Seeding or sprigging will be permitted in the rear yard of a MOBILE HOME UNIT.
- 7.2.5 Trees. No tree greater than three (3) inches in diameter and greater than five (5) feet in height above the natural grade of the MOBILE HOME UNIT shall be cut or removed without the specific prior approval of the ARC. The ARC may require that any such trees removed from a MOBILE HOME UNIT be transplanted to a Common Area at the expense of the respective MOBILE HOME UNIT OWNER.
- 7.2.6 Non-Interference with Easements. No structure, planting, or other material shall be placed or permitted to remain on a MOBILE HOME UNIT which may damage or interfere with the installation and maintenance of utilities or drainage facilities located within the CONDOMINIUM.
- 7.2.7 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any MOBILE HOME UNIT.

- 7.2.8 Air Conditioning Units. No window or wall air conditioning units shall be permitted in any mobile home or other structure located on a MOBILE HOME UNIT. Compressors and fans for central air conditioning systems which are located outside of the exterior of a mobile or modular home shall be adequately walled, fenced or landscaped.
- 7.2.9 Antennae and Aerials. No antennae or aerials shall be placed upon any MOBILE HOME UNIT or affixed to the exterior of any mobile, modular or manufactured home, and no antennae or aerial placed or affixed within a mobile, modular or manufactured home shall extend or protrude beyond the exteriors of such unit, ~~without the prior approval of the ARC.~~
- 7.2.10 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a mobile, modular or manufactured home shall be constructed on a MOBILE HOME UNIT, except that a collapsible umbrella clothes drying facility may be erected.
- 7.2.11 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any mobile home. No owner shall sweep or throw onto a MOBILE HOME UNIT from his mobile home any dirt or any other materials or otherwise litter in any way his MOBILE HOME UNIT. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any MOBILE HOME UNIT, except in closed sanitary containers. Such containers shall be kept in sanitary condition in an enclosed area attached to the mobile home and constructed in a manner approved by the ARC. Such containers shall be placed on the MOBILE HOME UNIT for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the land.
- 7.2.12 Drainage. No change in elevation of any MOBILE HOME UNIT shall be made which will cause undue hardship to adjoining property with respect to natural runoff of rainwater. Any change in elevation of a MOBILE HOME UNIT shall be approved the the ARC.
- 7.2.13 Signs.
- 7.2.13.1 The size and design of all signs located on a MOBILE HOME UNIT shall be subject to the approval of the ARC. No sign of any kind shall be displayed to general view on any MOBILE HOME UNIT except under the following circumstances:
- 7.2.13.1.1 Directional or traffic signs installed by the appropriate governmental authority or by DEVELOPER;
- 7.2.13.1.2 DEVELOPER may display signs on MOBILE HOME UNITS;
- 7.2.13.1.3 One "For Sale" or "For Rent" sign not larger than one (1) 2 square foot may be placed on a MOBILE HOME UNIT by the owner thereof;

7.2.13.1.4 A name and address of a size and design approved by the ARC.

7.2.13.2 The provisions of this section shall not apply to the DEVELOPER, who shall have the right to place "For Sale" and "For Rent" signs of DEVELOPER's choosing in connection with any unsold or unoccupied MOBILE HOME UNIT it may own from time to time. The same right is reserved to any institutional first mortgagee which may become the owner of a MOBILE HOME UNIT, and to the ASSOCIATION as to any MOBILE HOME UNIT which it may own.

7.2.14 Limited Exception for Non-Conforming Uses. The provisions contained in these Covenants, Conditions and Restrictions regarding the size, location and age of any mobile, modular or manufactured home, together with provisions for driveways, shall not be applicable to any existing mobile home located on a MOBILE HOME UNIT at the time the Declaration of Condominium and the exhibits thereto are recorded in the public records of Brevard County, Florida.

### 7.3 Mobile Home Units

7.3.1 Each MOBILE HOME UNIT is hereby restricted for use by the owner or owners thereof, their immediate families, guests, servants, lessees and invitees.

7.3.2 No building or structure shall be erected, placed or permitted to remain on a MOBILE HOME UNIT except one single family mobile, modular or manufactured home. Notwithstanding the foregoing, cabanas, carports and other structures necessary to the use of the family occupying the MOBILE HOME may be erected on the MOBILE HOME UNIT upon the approval of the ARC.

7.3.3 The occupancy of each MOBILE HOME originally designed to have one bedroom is hereby restricted to two (2) occupants. The occupancy of each MOBILE HOME originally designed to two bedrooms is hereby restricted to four (4) occupants. ~~It is the intention of this provision that the occupancy of each MOBILE HOME located on a MOBILE HOME UNIT shall be restricted to two (2) persons for each bedroom for which the mobile home was originally designed.~~

7.3.4 In order that the ASSOCIATION may properly monitor the occupancy all MOBILE HOME UNITS, any MOBILE HOME UNIT OWNER who has a guest or guests residing on said owner's MOBILE HOME UNIT for a period in excess of three (3) days shall register said guest or guests with the ASSOCIATION at the ASSOCIATION's office located in the CONDOMINIUM. Such registration shall consist of providing the ASSOCIATION the names, addresses and length of stay of each guest.

### 7.4 Children

No MOBILE HOME UNIT OWNER shall permit any person under the age of eighteen (18) years to reside permanently in any mobile, modular or manufactured home located on a MOBILE HOME UNIT owned by them in the CONDOMINIUM. Should it become necessary, for any reason whatsoever, for a person under the age of eighteen (18) years of age to become a permanent resident in the household of any MOBILE HOME UNIT OWNER, said MOBILE HOME UNIT

OWNER shall vacate the MOBILE HOME UNIT owned by them within six (6) months of the date upon which the person under eighteen (18) years assumes residency with the MOBILE HOME UNIT OWNER. Children under the age of eighteen (18) years may visit and temporarily reside in a MOBILE HOME located on a MOBILE HOME UNIT, provided such residency does not exceed thirty (30) days within any consecutive twelve month period.

#### 7.5 Pets

No pets shall be maintained or kept on any of the MOBILE HOME UNITS other than gold fish, tropical fish and the like, and such birds as canaries, parakeets and the like, provided that they are not kept, bred or maintained for a commercial use. Provided, however, that JOINING OWNER shall have the right to keep any pets which they currently have until said pet dies or is otherwise disposed of. Said pet may be replaced with a pet which complies with the provisions of this paragraph.

#### 7.6 Common Property

The use of COMMON PROPERTY by the owner or owners of all MOBILE HOME UNITS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the ASSOCIATION.

#### 7.7 Nuisances

No nuisances shall be allowed upon the CONDOMINIUM property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the MOBILE HOME UNIT 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 MOBILE HOME UNIT OWNER shall permit any use of his MOBILE HOME UNIT or make any use of the COMMON PROPERTY that will increase the cost of insurance upon the CONDOMINIUM property.

#### 7.8 Lawful Use

No immoral, improper, offensive or unlawful use shall be made of any MOBILE HOME UNIT or of the COMMON PROPERTY, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the CONDOMINIUM property shall be the same as the responsibility for the maintenance and repair of the property concerned.

#### 7.9 Leasing Mobile Home Units

No lease shall have a term of less than six (6) months. No rooms may be rented and no transient tenants shall be accommodated in any MOBILE HOME UNIT or any mobile, modular or manufactured home located thereon, nor shall any lease of a MOBILE HOME UNIT release or discharge the owner thereof of compliance with any of his obligations and duties as an MOBILE HOME UNIT OWNER. All of the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws, and rules and regulations of the ASSOCIATION pertaining to use and occupancy shall be applicable and enforceable against any person occupying a MOBILE HOME UNIT as a tenant to the same extent as against an MOBILE HOME UNIT OWNER, and a covenant upon the part of each such tenant to abide by the rules and regulations of the ASSOCIATION, and the terms and provisions of the Declaration of Condominium, Articles of

Incorporation, and Bylaws and designating the ASSOCIATION as the MOBILE HOME UNIT OWNER's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether specifically expressed in such agreement or not.

#### 7.10 Parking Spaces

No truck or other commercial vehicle, boats, trailers, boat trailers, campers or trailers of every other description shall be parked on any parking space except with the written consent of the Board of Directors of ASSOCIATION. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other commercial services for the ASSOCIATION, MOBILE HOME UNIT OWNERS and residents.

#### 7.11 Regulation

Reasonable regulations concerning the use of CONDOMINIUM property may be made and amended from time to time by the ASSOCIATION in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the ASSOCIATION to all MOBILE HOME UNIT OWNERS and residents of the CONDOMINIUM upon request.

#### 7.12 Proviso

Provided, however, that the until the DEVELOPER has completed all of the contemplated improvements and closed upon the sale of all the MOBILE HOME UNITS in the CONDOMINIUM, neither the MOBILE HOME UNIT OWNERS nor the ASSOCIATION, nor the use of CONDOMINIUM property shall interfere with the contemplated improvements and the sale of the MOBILE HOME UNITS. DEVELOPER may make such use of the unsold MOBILE HOME UNITS and COMMON PROPERTY as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, maintenance of models, showing of the property and the display of signs.

### 8.0 MAINTENANCE OF COMMUNITY INTERESTS

#### 8.1 Transfers Subject to Approval

8.1.1 Sale. No MOBILE HOME UNIT OWNER may dispose of any MOBILE HOME UNIT or any interest in a MOBILE HOME UNIT by sale without the prior approval of the ASSOCIATION.

8.1.2 Lease. No MOBILE HOME UNIT OWNER may lease a MOBILE HOME UNIT without the prior approval of the ASSOCIATION.

8.1.3 Gift. If any MOBILE HOME UNIT OWNER shall acquire title by gift, the continuance of his ownership of the MOBILE HOME UNIT shall be subject to the approval of the ASSOCIATION.

8.1.4 Other Transfers. If any MOBILE HOME UNIT OWNER shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of the MOBILE HOME UNIT shall be subject to the approval of the ASSOCIATION.

#### 8.2 Approval by Association

The approval of the ASSOCIATION that is required for the transfer of ownership of MOBILE HOME UNITS shall be obtained in the following manner:

8.2.1 Notice to Association.

8.2.1.1 Sale: A MOBILE HOME UNIT OWNER intending to make a bona fide sale of his MOBILE HOME UNIT or any interest in it shall give to the ASSOCIATION notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the ASSOCIATION may reasonably require. Such notice, at the MOBILE HOME UNIT OWNER's option, may include a demand by the MOBILE HOME UNIT OWNER that the ASSOCIATION furnish a purchaser of the MOBILE HOME UNIT if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser.

8.2.1.2 Lease. A MOBILE HOME UNIT OWNER intending to make a bona fide lease of his MOBILE HOME UNIT or any MOBILE HOME located thereon shall give to the ASSOCIATION notice of such intention, together with the name, address, and such other information concerning the intended lessee as the ASSOCIATION may reasonably require, and a copy of the proposed lease signed by the proposed lessee.

8.2.1.3 Gift, Devise or Inheritance; Other Transfers. A MOBILE HOME UNIT OWNER who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the ASSOCIATION notice of the acquiring of his title, together with such information concerning the MOBILE HOME UNIT OWNER as the ASSOCIATION may reasonably require, and a certified copy of the instrument evidencing the owner's title.

8.2.2 Certificate of Approval.

8.2.2.1 Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the ASSOCIATION must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by an officer of the ASSOCIATION, in recordable form; said approval to be recorded in the Public Records of Brevard County, Florida, by the MOBILE HOME UNIT OWNER.

8.2.2.2 Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information, the ASSOCIATION must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a Certificate executed by an officer of the ASSOCIATION in non-recordable form.

8.2.2.3 Gift, Devise or Inheritance; Other Transfers. If the MOBILE HOME UNIT OWNER giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of

such notice and information the ASSOCIATION must either approve or disapprove the continuance of the MOBILE HOME UNIT OWNER's ownership of his MOBILE HOME UNIT. If approved, the approval shall be stated in a Certificate executed by any officer of the ASSOCIATION in recordable form; said approval to be recorded in the Public Records of Brevard County, Florida, by the MOBILE HOME UNIT OWNER.

8.2.3 Approval of Corporate Owner or Purchaser. Inasmuch as the CONDOMINIUM may be used only for residential purposes and a corporation cannot occupy a MOBILE HOME UNIT for such use, if the MOBILE HOME UNIT OWNER, purchaser or lessee of an MOBILE HOME UNIT is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the MOBILE HOME UNIT be approved by the ASSOCIATION.

8.2.4 Screening Fees. The ASSOCIATION may require the deposit of a reasonable screening fee simultaneously with the giving of the notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the ASSOCIATION'S credit and character report expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum not to exceed fifty (\$50.00) dollars.

### 8.3 Disapproval by Association

If the ASSOCIATION shall disapprove a transfer of ownership of an MOBILE HOME UNIT, the matter shall be disposed of in the following manner:

8.3.1 Sale. If the proposed transaction is a sale, and if the notice of sale given by the MOBILE HOME UNIT OWNER shall so demand, then within thirty (30) days after receipt of such notice and information, the ASSOCIATION shall deliver or shall send by Certified Mail to the MOBILE HOME UNIT OWNER an Agreement to Purchase the MOBILE HOME UNIT signed by a purchaser approved by the ASSOCIATION, or an Agreement to Purchase signed on behalf of the ASSOCIATION by its President and attested by its Secretary, in which event the MOBILE HOME UNIT OWNER shall sell the MOBILE HOME UNIT to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser, the purchase price may be paid in cash at closing.

8.3.1.1 The sale shall be closed within thirty (30) days after delivery or mailing of the Agreement to Purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

8.3.1.2 A certificate of approval of the ASSOCIATION, executed by any of its officers, in recordable form shall be delivered to the purchaser.

8.3.1.3 If the ASSOCIATION shall fail to purchase or provide a purchaser upon demand of the MOBILE HOME UNIT OWNER in the manner provided, or if the purchaser furnished by the ASSOCIATION shall default in his Agreement to Purchase,



50

the proposed transaction shall be deemed to have been approved, and the ASSOCIATION shall furnish a Certificate of Approval as elsewhere provided in recordable form; said approval to be recorded in the Public Records of Brevard County, Florida, by the MOBILE HOME UNIT OWNER.

8.3.2 Lease. If the proposed transaction is a lease, the MOBILE HOME UNIT OWNER shall be advised of the disapproval in writing, and the lease shall not be made.

8.3.3 Gift, Devise or Inheritance; Other Transfers. If the MOBILE HOME UNIT OWNER giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the MOBILE HOME UNIT OWNER of the notice and information required to be furnished, the ASSOCIATION shall deliver or mail by Certified Mail sent to the MOBILE HOME UNIT OWNER an Agreement to Purchase the MOBILE HOME UNIT concerned signed by a purchaser approved by the ASSOCIATION who will purchase and to whom the MOBILE HOME UNIT OWNER must sell the MOBILE HOME UNIT upon the following terms:

8.3.3.1 The sales price shall be the fair market value determined by Agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such Agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the MOBILE HOME UNIT; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance, the prevailing party shall be entitled to recover his reasonable attorney's fees.

8.3.3.2 The purchase price shall be paid in cash.

8.3.3.3 The sale shall be closed within thirty (30) days following determination of the sale price.

8.3.3.4 A Certificate of the ASSOCIATION, executed by any of its officers, in recordable form, shall be delivered to the Purchaser; an original of said Certificate shall be recorded in the Public Records of Brevard County, Florida, by the MOBILE HOME UNIT OWNER.

8.3.3.5 If the ASSOCIATION shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the ASSOCIATION shall default in his agreement to purchase, then notwithstanding disapproval, such ownership shall be deemed to have been approved, and the ASSOCIATION shall furnish a Certificate of Approval as elsewhere provided, in recordable

form, to the MOBILE HOME UNIT OWNER; an original of said Certificate of Approval shall be recorded in the Public Records of Brevard County, Florida, by the MOBILE HOME UNIT OWNER.

#### 8.4 Exceptions

The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer by a bank, life insurance company, savings and loan association, or other institution that acquires its title as the result of owning a mortgage upon the MOBILE HOME UNIT concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; said provisions shall not require the approval of a purchaser who acquires title to a MOBILE HOME UNIT at a duly advertised public sale with open bidding as provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale; said provisions shall not apply to the DEVELOPER, or to any person who is an officer, stockholder or director of DEVELOPER, or to any corporation or director of DEVELOPER, or to any corporation having some or all of its directors, officers, or stockholders in common with the DEVELOPER, and any such person or corporation shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a MOBILE HOME UNIT without complying with the provisions of this section, and without approval of the ASSOCIATION.

#### 8.5 Unauthorized Transactions

Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the ASSOCIATION, subject to the provisions of paragraph 8.6 hereof.

#### 8.6 Waiver of Right of Approval

Whenever in this section an approval is required of the ASSOCIATION in connection with the sale, transferring or leasing of any MOBILE HOME UNIT, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the ASSOCIATION to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date thereof, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the ASSOCIATION of the written consent otherwise required by the section; provided, however, that the owners' ASSOCIATION shall then be required to give the written consent in recordable form; said consent to be recorded in the Public Records of Brevard County, Florida, by the MOBILE HOME UNIT OWNER.

#### 8.7 Committee Appointment

Anything herein to the contrary notwithstanding, at such time as the DEVELOPER no longer has the right to designate the membership of a majority of the members of the Board of Directors of ASSOCIATION, the approval or disapproval of the ASSOCIATION to a proposed sale, lease or other transfer shall be determined by a committee of the Board of Directors, and the action of such committee shall, for the purposes of this Article, constitute the action of the ASSOCIATION. The President and the Secretary of the ASSOCIATION shall execute the Certificates of Approval provided for in this Article.

#### 9.0 COMPLIANCE AND DEFAULT

9.1 Persons Bound By Condominium Document

Each MOBILE HOME UNIT OWNER, together with the members of his immediate family, guests, employees, agents or lessees, shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, Bylaws, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a MOBILE HOME UNIT OWNER or others as specified herein to comply with such documents and regulations shall entitle the ASSOCIATION or any aggrieved MOBILE HOME UNIT OWNER, including the DEVELOPER, to the relief provided in this section, in addition to the remedies provided by the Condominium Act.

9.2 Failure to Comply With Condominium Documents

Failure to comply with any of the terms of this Declaration of Condominium, the Articles of Incorporation of the ASSOCIATION, the Bylaws, any and all Exhibits to those documents, or the Rules and Regulations adopted pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by ASSOCIATION or, if appropriate, by an aggrieved owner of an MOBILE HOME UNIT or the DEVELOPER.

9.3 Negligence

A MOBILE HOME UNIT OWNER shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. A MOBILE HOME UNIT OWNER shall pay the ASSOCIATION the amount of any increase in its insurance premium occasioned by said use, misuse, occupancy or abandonment of a MOBILE HOME UNIT or its appurtenances, or of the common elements.

9.4 Costs and Attorney's Fees

In any proceeding arising because of an alleged failure of a MOBILE HOME UNIT OWNER or the ASSOCIATION to comply with the terms of the Declaration, Articles of Incorporation of the ASSOCIATION, the Bylaws, any and all exhibits to those documents or the Rules and Regulations adopted pursuant to them, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, together with such reasonable attorney's fees as may be awarded by the Court, including fees in any appellate proceeding, provided, however, that no attorney's fees shall be recovered against the ASSOCIATION in any such action.

9.5 Waiver of Rights By Association

The failure of the ASSOCIATION or any MOBILE HOME UNIT OWNER to enforce any covenant, restriction, or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the ASSOCIATION, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

9.6 Waiver of Rights By Institutional Lender

The failure of an Institutional Lender or Institutional Lenders, as said term is herein defined, to enforce any right, provision, privilege, covenant or condition which may be

granted to it or them by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of said party or parties to thereafter enforce such right, privilege, covenant or condition in the future.

9.7 Right to be Cumulative

All rights, remedies and privileges granted to ASSOCIATION, the Developer or the owner or owners of a MOBILE HOME UNIT pursuant to any terms, provisions, covenants or conditions of this Declaration of Condominium or other above-mentioned documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

9.8 Waiver of Rights By Developer

The failure of DEVELOPER to enforce any right, privilege, covenant or condition which may be granted to the DEVELOPER by this Declaration of Condominium or other above-mentioned documents shall not constitute a waiver of the right of the DEVELOPER to thereafter enforce such right, provision, covenant or condition in the future.

10.0 AMENDMENT OF DECLARATION OF CONDOMINIUM

10.1 Procedure

10.1.1 An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the members of the ASSOCIATION, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of ASSOCIATION, or other officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the members of ASSOCIATION for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member notice of such Special Meeting, in accordance with the terms of the Bylaws of the ASSOCIATION.

10.1.2 At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members comprising not less than seventy-five (75%) percent of the membership in the ASSOCIATION.

10.1.3 Such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of the ASSOCIATION as having been duly adopted, and the original or an executed copy of such Amendment or Amendments, so certified and executed with the same formalities as a Deed, shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording date identifying the Declaration of Condominium.

10.1.4 Thereafter, a copy of said Amendment or Amendments, in the form in which the same were placed of record by the

officers of the ASSOCIATION, shall be delivered to the owners of all MOBILE HOME UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments.

#### 10.2 Limitation on Amendments

10.2.1 No alteration in the percentage of ownership in COMMON PROPERTY appurtenant to each MOBILE HOME UNIT, or alteration of the basis for sharing common expenses and other apportionment of assessments which may be levied by ASSOCIATION in accordance with the provisions hereof, or alteration of basis of ownership of COMMON SURPLUS, or alteration of voting rights, shall be made without the written consent of all of the owners of all MOBILE HOME UNITS and their respective mortgagees being first had and obtained.

10.2.2 No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of an Institutional Lender or Institutional Lenders shall be made without the written consent of all Institutional Lenders holding mortgages on MOBILE HOME UNITS in the CONDOMINIUM first being had and obtained.

#### 10.3 Rights of Developer

10.3.1 No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of DEVELOPER shall be made without the written consent of DEVELOPER first being had and obtained.

10.3.2 Until such time as the owners of MOBILE HOME UNITS other than DEVELOPER shall be entitled to elect a majority of the Board of Directors of the ASSOCIATION, this Declaration of Condominium may be amended by the DEVELOPER, by recording such Amendment in the Public Records of Brevard County, Florida, and no meeting of the membership nor any approval thereof need be had, provided that the Amendment does not increase the number of MOBILE HOME UNITS to be located in the CONDOMINIUM nor alter the boundaries of the COMMON PROPERTY, nor change the configuration or size of any MOBILE HOME UNIT in any material fashion or materially alter or modify the appurtenances to such MOBILE HOME UNIT.

#### 10.4 Rights of Seller Under RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE Holder

10.4.1 No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of the Seller under the RECREATION AREA PURCHASE AGREEMENT or the Holder of the RECREATION AREA NOTE shall be made without the written consent of same being first had and obtained.

#### 11.0 TERMINATION OF CONDOMINIUM REGIME

##### 11.1 Destruction

11.1.1 Notwithstanding anything to the contrary contained herein, in the event of fire or other casualty or disaster which shall totally demolish the CONDOMINIUM, or which shall so destroy the CONDOMINIUM as to require more than two-thirds of the buildings and

improvements, as determined by the Board of Directors of ASSOCIATION, to be reconstructed, then this Declaration of Condominium and the Plan of Condominium Ownership established herein shall terminate, unless the owners of at least eighty (80%) percent of the total number of members of the ASSOCIATION agree that the CONDOMINIUM shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damage or destruction of said building required the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies. Reference is to two-thirds of the buildings and improvements owned by all of the members of the ASSOCIATION, collectively, as of the day prior to the event or events causing such damage or destruction as determined by the Board of Directors of ASSOCIATION.

- 11.1.2 Upon termination of this Declaration of Condominium and the Plan of Condominium ownership established herein, all of the owners of MOBILE HOME UNITS shall be and become tenants in common as to ownership of the real property herein described and any then remaining improvements thereon, the undivided interest in such real property and remaining improvements held by the owner or owners of each MOBILE HOME UNIT to be the same as the undivided interest in COMMON PROPERTY which was formerly appurtenant to such MOBILE HOME UNIT, and the lien of any mortgage or other encumbrance upon each MOBILE HOME UNIT shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a MOBILE HOME UNIT in the property and then remaining improvements as above provided. Upon the termination of this Declaration of Condominium and the Plan of Condominium Ownership established hereinbefore, the owner or owners of all MOBILE HOME UNITS still habitable shall, within sixty (60) days from the date of recording of said Certificate of Resolution, deliver possession of their respective MOBILE HOME UNITS to ASSOCIATION. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the MOBILE HOME UNITS and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners of each MOBILE HOME UNIT in accordance with their then undivided interest in the real property and remaining improvements as hereinabove provided. The assets of ASSOCIATION, upon termination of the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner or owners of each MOBILE HOME UNIT and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity.

11.2 Agreement

The CONDOMINIUM may be terminated at any time by the approval in writing of the owners of not less than seventy-five (75%) percent of the MOBILE HOME UNITS and by the record owners of all mortgages upon the MOBILE HOME UNITS, the recreational facilities or common areas, if any. The approving owners shall have an option to buy all of the MOBILE HOME UNITS of the other owners for the period ending on the sixtieth day from the date

that not less than seventy-five (75%) percent of the owners of the MOBILE HOME UNITS have consented to such termination. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approval shall be irrevocable. The option shall be upon the following terms:

11.2.1 The option shall be exercised by delivery or mailing by registered or certified mail to each of the record owners of the MOBILE HOME UNITS to be purchased an agreement to purchase signed by the record owners of MOBILE HOME UNITS who will participate in the purchase. Such agreement shall indicate which MOBILE HOME UNITS will be purchased by each participating owner and shall require the purchase of all MOBILE HOME UNITS owned by owners not approving the termination, but the agreement shall effect a separate contract between each owner and his purchaser. Each MOBILE HOME UNIT shall carry with it an undivided interest in the COMMON PROPERTY as otherwise provided herein.

11.2.2 The sales price for each MOBILE HOME UNIT shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the MOBILE HOME UNIT; a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

11.2.3 The purchase price shall be paid in cash.

11.2.4 The sale shall be closed within thirty (30) days following the determination of the sales price.

### 11.3 Certificate

Termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Brevard County, Florida.

### 11.4 Shares of Owners After Termination

After termination of the CONDOMINIUM, the MOBILE HOME UNIT OWNERS shall own the CONDOMINIUM property and all assets of the ASSOCIATION as tenants in common in undivided shares that shall be the same as the undivided shares in the COMMON PROPERTY appurtenant to the owners' MOBILE HOME UNITS prior to the termination.

### 11.5 Amendment

This section concerning termination shall not be amended without the consent of all MOBILE HOME UNIT OWNERS and all record owners of institutional first mortgages upon the MOBILE HOME UNIT.

## 12.0 RIGHTS RESERVED UNTO INSTITUTIONAL LENDERS

### 12.1 Institutional Lenders

Institutional Lender or Institutional Lenders, as the terms are used herein, shall mean and refer to banks, savings and loan associations, savings banks, insurance companies, mortgage bankers, real estate investment trusts, FHA or VA approved mortgage lenders, and the DEVELOPER. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any MOBILE HOME UNIT or MOBILE HOME UNITS, or shall be the owner of any MOBILE HOME UNIT or MOBILE HOME UNITS, such Institutional Lender or Institutional Lenders shall have the following rights, to wit:

- 12.1.1 To approve the company or companies with whom casualty insurance is placed and the amount of such casualty insurance to be carried from time to time by the ASSOCIATION.
- 12.1.2 To approve the Insurance Trustee designated by the ASSOCIATION.
- 12.1.3 To be furnished with at least one copy of the Annual Financial Statement and Report of ASSOCIATION, prepared by an accountant designated by the ASSOCIATION, including a detailed statement of annual carrying charges or income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.
- 12.1.4 To be given notice by the ASSOCIATION of the call of any meeting of the membership to be held for the purpose of considering any proposed Amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of ASSOCIATION, which notice shall state the nature of the Amendment being proposed.
- 12.1.5 To be given notice of default by any owner of a MOBILE HOME UNIT encumbered by a mortgage held by any Institutional Lender or Institutional Lenders, such notice to be given in writing and to be sent to the principal office of such Institutional Lender or Institutional Lenders, or the place which it or they may designate in writing to the ASSOCIATION.
- 12.1.6 To cause 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 an 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 Lender or Institutional Lenders a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said Escrow Account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by ASSOCIATION shall be the Escrow Depository for the purpose hereof, or the Board of Directors of ASSOCIATION may designate any Institutional Lender interested in the CONDOMINIUM to act in such capacity, or in the alternative, designate



a state or national banking institution.

#### 12.2 Notice to Association

Whenever any Institutional Lender or Institutional Lenders desire the provisions of this section to be applicable to it, it shall serve written notice of such fact upon the ASSOCIATION by registered or certified mail addressed to ASSOCIATION, identifying the MOBILE HOME UNIT or MOBILE HOME UNITS upon which any such Institutional Lender or Lenders hold any mortgage or mortgages, or identifying any MOBILE HOME UNITS owned by them, or any of them, which notice shall designate the place to which notices are to be given by the ASSOCIATION to such Institutional Lender or Lenders.

#### 12.3 Developer as Institutional Lender

So long as DEVELOPER holds any mortgage upon a MOBILE HOME UNIT or MOBILE HOME UNITS, or shall be the owner of any MOBILE HOME UNIT, then the DEVELOPER shall exercise the rights reserved to Institutional Lenders. At such time as DEVELOPER does not hold a mortgage on any MOBILE HOME UNIT and is not the owner of any MOBILE HOME UNIT, then the ASSOCIATION shall have the right to designate the Institutional Lender who shall exercise the rights above described or manner of exercising said rights; provided that said Institutional Lender so designated shall be an Institutional Lender who holds a mortgage on a MOBILE HOME UNIT or is the owner of any MOBILE HOME UNIT. Whenever there does not exist any Institutional Lender who holds a mortgage on any MOBILE HOME UNIT or who is the owner of any MOBILE HOME UNIT, then, until any Institutional Lender shall acquire any such mortgage or ownership of a MOBILE HOME UNIT, the rights reserved unto Institutional Lenders shall be exercised solely by the Board of Directors of ASSOCIATION. Within ten (10) days after the request of any Institutional Lender to ASSOCIATION for the name of the Institutional Lender who is exercising the rights hereunder reserved to all Institutional Lenders, ASSOCIATION shall provide such inquiring Institutional Lender with the name and address of the Institutional Lender exercising said rights for the benefit of all said Institutional Lenders.

#### 13.0 COMMON SURPLUS

##### 13.1 Common Surplus

"COMMON SURPLUS," meaning all funds and other assets of the ASSOCIATION (including the excess of receipts of ASSOCIATION, which shall include but not be limited to assessments, rents, profits, and revenues from whatever source whatsoever, over amount of the common expense), shall be owned by the owners of all MOBILE HOME UNITS in the same proportion that the undivided interest in COMMON PROPERTY appurtenant to each owner's MOBILE HOME UNIT bears to the total of all undivided interests in COMMON PROPERTY appurtenant to all MOBILE HOME UNITS; provided, however, that said COMMON SURPLUS shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said COMMON SURPLUS. Except for distribution of any insurance indemnity herein provided, or termination of the CONDOMINIUM, any distribution of COMMON SURPLUS which may be made from time to time shall be made to the then owners of MOBILE HOME UNITS in accordance with their percentage of interest in COMMON SURPLUS as declared herein.

#### 14.0 RIGHTS OF DEVELOPER

##### 14.1 Right to Purchase and Sell Mobile Home Units



DEVELOPER shall have the absolute right to purchase, sell or lease any MOBILE HOME UNIT from or to any person, firm or corporation, upon any terms and conditions deemed by DEVELOPER to be in its own best interests, and any such purchase, sale or lease shall be free from the right of first refusal and right of redemption elsewhere herein granted to ASSOCIATION, and further, the sale or lease of any MOBILE HOME UNIT to a party approved by DEVELOPER shall be free of said right of first refusal and right of redemption granted to ASSOCIATION and shall be treated and regarded in the same manner as though such sale, purchase and/or lease were made to or by DEVELOPER, the term "lease" including sublease.

14.2 Right to Designate Members of Board of Directors of Association

The DEVELOPER shall have the right to select and designate member or members of the Board of Directors of ASSOCIATION, and to remove and replace any person or persons selected by it to act and serve on said Board of Directors, all as is set forth and provided in the Articles of Incorporation and Bylaws of the ASSOCIATION. The member or members of the Board of Directors of ASSOCIATION designated and selected by DEVELOPER need not be resident or residents in the CONDOMINIUM, and each such member need not be the owner of a MOBILE HOME UNIT in the CONDOMINIUM. Any representative of DEVELOPER serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote upon any management contract or other contract, or lease between DEVELOPER and ASSOCIATION, where said DEVELOPER may have a financial or other interest. Similarly, DEVELOPER, as a member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the membership of ASSOCIATION upon any contract or lease between DEVELOPER and ASSOCIATION, where the said DEVELOPER may have a financial or other interest.

14.3 Right to Use Mobile Home Units

The DEVELOPER shall further have the right to use any MOBILE HOME UNIT or MOBILE HOME UNITS owned by it for a sales office in connection with the DEVELOPER's program to sell or lease said MOBILE HOME UNIT or MOBILE HOME UNITS owned by it, and in connection therewith shall have the right to place upon the common property signs designating DEVELOPER's sales office and advertising for sale or lease the said MOBILE HOME UNIT or MOBILE HOME UNITS owned by DEVELOPER, any said sign or signs to be placed at DEVELOPER's expense and to be in good taste.

14.4 Dissolution of Developer

In the event of the dissolution of DEVELOPER, or merger of DEVELOPER into any other entity which survives DEVELOPER, or other assignment, at a time when the DEVELOPER shall be entitled to have and exercise any rights and privileges hereunder, the rights and privileges of DEVELOPER shall pass to and may be exercised by its said successors, survivor or assigns, as the case may be.

15.0 ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

15.1 Register of Owners and Mortgagees

ASSOCIATION shall at all times maintain a Register setting forth the names of the owner of each of the MOBILE HOME UNITS, and in the event of the sale or transfer of any MOBILE HOME UNIT to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such MOBILE HOME UNIT,

)

)

)

together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any MOBILE HOME UNIT. Further, the owner of each MOBILE HOME UNIT shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any MOBILE HOME UNIT, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any MOBILE HOME UNIT may, if they so desire, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any MOBILE HOME UNIT, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

#### 16.0 MISCELLANEOUS PROVISIONS

##### 16.1 Declaration of Condominium Binding Upon Developer , Its Successors and Assigns, and Subsequent Owners

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each MOBILE HOME UNIT and its appurtenant undivided interest in COMMON PROPERTY. This Declaration of Condominium shall be binding upon DEVELOPER, its successors and assigns, and upon all parties who may subsequently become owners of MOBILE HOME UNITS in the CONDOMINIUM, and their respective heirs, legal representatives, successors and assigns.

##### 16.2 Severability

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, or word, or other provision of this Declaration of Condominium or the Articles of Incorporation, Bylaws and Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions.

##### 16.3 Liberal Construction

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform Plan of Condominium Ownership.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this 2<sup>nd</sup> day of JANUARY, 1988.

ATTEST:  
CORPORATE SEAL

*Victoria Dorado*  
VICTORIA DORADO  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF BREVARD

SNUG HARBOR LAKES DEVELOPMENT, INC

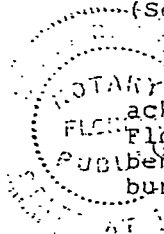
BY: *Paul L. Gould*  
PAUL L. GOULD, President

BEFORE ME, the undersigned authority, personally appeared PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, who acknowledged before me that they executed the foregoing instrument as officers, in the name and on behalf of the corporation, and that they affixed the official seal of the corporation thereto.

WITNESS my hand and official seal in the county and state last aforesaid this 2<sup>nd</sup> day of JANUARY, 1988.

My Commission Expires:  
(Seal) NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES APRIL 18, 1990.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Rewis R. Lase  
Notary Public



FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations, and burdens imposed on it by the provisions of this Declaration.

IN WITNESS WHEREOF, SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. has this 2<sup>nd</sup> day of January, 1988, caused these presents to be signed in its name by its President and Secretary, and its corporate seal affixed.

ATTEST:  
CORPORATE SEAL

SNUG HARBOR LAKES CONDOMINIUM  
ASSOCIATION, Inc.

Victoria Dorado  
VICTORIA DORADO  
Secretary

By: Paul L. Gould  
PAUL L. GOULD  
President

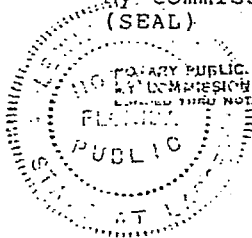
STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared PAUL L. GOULD and VICTORIA DORADO, President and Secretary, respectively, of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and they acknowledged before me that they executed the foregoing instrument as officers, in the name and on behalf of the corporation, and that they affixed the corporate seal of the corporation hereto.

WITNESS my hand and official seal in the county and state last aforesaid this 2<sup>nd</sup> day of January, 1988.

Rewis R. Lase  
Notary Public

My Commission Expires:  
(SEAL)



THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK

)

)



LEGAL DESCRIPTION OF  
REAL PROPERTY WHICH  
MAY BE INCLUDED AS PART  
OF CONDOMINIUM

LEGAL DESCRIPTION

A parcel of land lying in Section 10 and 11, Township 30 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Begin at the Southeast corner of the Northeast one-quarter of said Section 10; thence run S 89°35'00" W a distance of 2684.00 feet to the Southwest corner of said Northeast one-quarter; thence run N 0°38'31" W a distance of 1331.75 feet to the North line of the South one-half of said Northeast one-quarter; thence run N 89°18'28" E a distance of 2352.44 feet, along said North line to the West right of way line of the Florida East Coast Railway; thence run along said right of way line, S 23°52'01" E a distance of 891.11 feet; thence run S 66°07'59" W a distance of 91.74 feet; thence run S 23°52'01" E a distance of 116.81 feet to the beginning of a curve concave to the Southwest, said curve having a radius of 261.27 feet and a central angle of 23°48'02"; thence run Southeasterly along said curve, an arc distance of 108.53 feet; thence run S 0°03'59" E a distance of 276.31 feet to the Point of Beginning. Less and except parcels number 64 through 75 more particularly described as follows:

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK.

CONTINUATION OF  
EXHIBIT A TO  
DECLARATION OF CONDOMINIUM  
  
LEGAL DESCRIPTION

Parcel 64: Recreation Area

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 124.0 feet; thence run N 89°35'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 497.40 feet to a Point of Curvature, thence Northeast along said curve, having a radius of 25.0 feet, concave to the Southeast, through a central angle of 80°03'31", an arc distance of 34.93 feet, thence run N 79°25'00" E a distance of 140.54 feet to a Point of Curvature, thence Northeast along said curve having a radius of 363.15 feet, concave to the Northwest, through a central angle of 29°44'09", an arc distance of 188.47 feet; thence run N 89°35'00" E a distance of 154.34 feet, thence run N 0°25'00" W a distance of 35.0 feet; thence run N 89°35'00" E a distance of 333.25 feet; thence run S 23°52'01" E a distance of 268.29 feet; thence run S 23°05'00" W a distance of 452.14 feet; thence run S 89°35'00" W a distance of 739.89 feet to the Point of Beginning.

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK

)

)

)

EXHIBIT A TO  
DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTIONS

Parcel No. 65: Chasta Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 344.73 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run N 23°52'01" W a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet, thence run N 89°35'00" E a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet; thence run S 23°52'01" E a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning.

Parcel No. 66: Cedar Bark Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet, thence run S 89°35'00" W a distance of 118.57 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run N 23°52'01" W a distance of 1154.06 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet; thence run N 89°35'00" E a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run S 23°52'01" E, a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning.

Parcel No. 67: Boxelder Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet to the Point of Beginning; thence run S 89°35'00" W a distance of 61.20 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 89°38'59", an arc distance of 39.12 feet; thence run N 0°03'59" W a distance of 186.08 feet to a Point of Curvature; thence along said curve, concave to the West having a radius of 92.63 feet, a central angle of 23°48'02", an arc distance of 38.48 feet; thence run N 23°52'01" W a distance of 921.44 feet to a Point of Curvature; thence along said curve, concave to the Southwest



having a radius of 25.0 feet, a central angle of  $66^{\circ}32'59''$ , an arc distance of 29.04 feet; thence run N  $89^{\circ}35'00''$  E a distance of 42.56 feet; thence run S  $23^{\circ}52'01''$  E a distance of 982.62 feet; thence run S  $00^{\circ}03'59''$  E a distance of 207.29 feet to the Point of Beginning.

Parcel No. 68: Great Bear Lake Drive

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 1001.42 feet to the Point of Beginning; thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence run N  $0^{\circ}25'00''$  W a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 252.38 feet, a central angle of  $23^{\circ}30'00''$ , an arc distance of 103.51 feet; thence run N  $23^{\circ}05'00''$  E a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 168.0 feet, a central angle of  $46^{\circ}57'01''$ , an arc distance of 137.67 feet; thence run N  $23^{\circ}52'01''$  W a distance of 545.28 feet, to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, an arc distance of 29.04 feet; thence run N  $89^{\circ}35'00''$  E a distance of 80.66 feet to a Point of Curvature; thence along said curve, concave to the Southeast having a radius of 25.0 feet, a central angle of  $113^{\circ}27'01''$ , an arc distance of 49.50 feet; thence run S  $23^{\circ}52'01''$  E a distance of 513.18 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 192.0 feet, a central angle of  $46^{\circ}57'01''$ , an arc distance of 157.33 feet; thence run S  $23^{\circ}05'00''$  W a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 228.38 feet, a central angle of  $23^{\circ}30'00''$ , an arc distance of 93.67 feet; thence run S  $0^{\circ}25'00''$  E a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet to a Point of Beginning.

Parcel No. 69: Kyak Court

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 1864.09 feet to the Point of Beginning, thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$ , an arc distance of 39.37 feet; thence run N  $0^{\circ}38'31''$  W a distance of 571.27 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $99^{\circ}56'24''$ , an arc distance of 43.61 feet; thence run N  $79^{\circ}25'05''$  E a distance of 75.13 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $80^{\circ}03'36''$ , an arc distance of 34.93 feet; thence run S  $0^{\circ}38'31''$  E a distance of 584.53 feet, to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 70: Montauk Avenue

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 2312.09 feet to the Point of Beginning; thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$ , an arc distance of 39.37 feet;

1

1

)

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1

1



thence run N 0°38'31" W a distance of 491.00 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run S 79°25'05" W a distance of 152.28 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 80°03'36" an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 75.13 feet, to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24" an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 505.77 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 74.0 feet, to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run S 00°38'31" E a distance of 1071.90 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 71: Dracena Drive, Hammerstone Court

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 2014.09 feet to a Point of Curvature; thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 0°38'31" W a distance of 544.39 feet to the Point of Beginning; thence continue N 0°38'31" W a distance of 75.13 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 355.21 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 339.15 feet, a central angle of 80°03'36", an arc distance of 473.90 feet; thence run N 0°38'31" W a distance of 66.09 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run S 0°38'31" E a distance of 65.79 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 363.15 feet, a central angle of 14°20'39", an arc distance of 90.92 feet to a Point of Reverse Curve; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 104°07'08", an arc distance of 45.43 feet; thence run N 89°35'00" E a distance of 360.81 feet to a Point of Curve, thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet; thence run S 23°52'01" E a distance of 80.66 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet; thence run S 89°35'00" W a distance of 419.76 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 64°14'28", an arc distance of 28.03 feet to a Point of Reverse Curve; thence along said curve, concave to the Northwest, having a radius of 363.15 feet, a central angle of 54°04'33", an arc distance of 342.74 feet; thence run S 79°25'05" W a distance of 368.18 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet to the Point of Beginning.



Parcel No. 72: Longhorn Avenue

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 2088.09 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run N 0°38'31" W a distance of 531.13 feet to a Point of Curve; thence along said curve, concave to the Southwest having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run S 79°25'05" W a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 75.13 feet to a Point of Curvature; thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 465.64 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 36.65 feet; thence run S 88°27'28" E a distance of 38.23 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 92°11'03", an arc distance of 40.22 feet, thence run S 0°38'31" E a distance of 1070.60 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 73: Fox Hunter Circle

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 839.16 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run N 0°25'00" W a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 252.38 feet, a central angle of 23°30'00", an arc distance of 103.51 feet; thence run N 23°05'00" E a distance of 182.32 feet to a Point of Curvature; thence along said curve, forming a cul-de-sac, having a radius of 50.0 feet, a central angle of 246°30'00", an arc distance of 215.11 feet; thence run S 89°35'00" W a distance of 33.70 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 66°30'00", an arc distance of 29.02 feet; thence run S 23°05'00" W a distance of 100.10 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 228.38 feet, a central angle of 23°30'00", an arc distance of 93.67 feet; thence run S 0°25'00" E a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet to the Point of Beginning.

Parcel No. 74: Bannock Street, Niantic Avenue, Bison Street

Beginning at the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, thence run S 89°35'00" W a distance of 80.0 feet; thence run N 0°25'00" W a distance of 75.0 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a

EXHIBIT A TO DECLARATION OF CONDOMINIUM

DECLARATION OF CONDOMINIUM  
OFF. REC.

2880

PAGE. Page 50

1620



central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence run S  $89^{\circ}35'00''$  W a distance of 1056.40 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence run S  $0^{\circ}25'00''$  E a distance of 75.0 feet; thence run S  $89^{\circ}35'00''$  W a distance of 50.0 feet; thence run N  $0^{\circ}25'00''$  W a distance of 75.0 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence run S  $89^{\circ}35'00''$  W a distance of 1273.94 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 49.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 76.78 feet; thence run N  $0^{\circ}38'31''$  W a distance of 449.58 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $101^{\circ}55'00''$ , an arc distance of 44.47 feet; thence run S  $77^{\circ}26'29''$  W a distance of 71.64 feet; thence run N  $0^{\circ}38'31''$  W a distance of 24.53 feet, thence run N  $77^{\circ}26'29''$  E a distance of 82.19 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of  $78^{\circ}05'00''$ , an arc distance of 34.07 feet; thence run N  $0^{\circ}38'31''$  W a distance of 595.88 feet; thence run N  $89^{\circ}35'00''$  E a distance of 460.25 feet; thence run S  $88^{\circ}27'28''$  E a distance of 384.60 feet; thence run N  $89^{\circ}35'00''$  E a distance of 1344.69 feet; thence run S  $23^{\circ}52'01''$  E a distance of 26.16 feet; thence run S  $89^{\circ}35'00''$  W a distance of 1355.51 feet; thence run N  $88^{\circ}27'28''$  W a distance of 384.60 feet; thence run S  $89^{\circ}35'00''$  W a distance of 410.65 feet to a Point of Curvature; thence along said curve, concave to the Southeast having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$  an arc distance of 39.37 feet, thence run S  $0^{\circ}38'31''$  E a distance of 1071.89 feet to a Point of Curvature; thence along said curve, concave to the Northeast having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet; thence run N  $89^{\circ}35'00''$  E a distance of 2536.09 feet; thence run S  $0^{\circ}03'59''$  E a distance of 124.0 feet to the Point of Beginning.

Parcel No. 75: Small Lake (Tract B)

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S  $89^{\circ}35'00''$  W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N  $0^{\circ}25'00''$  W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S  $89^{\circ}35'00''$  W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N  $0^{\circ}38'31''$  W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N  $79^{\circ}25'00''$  E along said centerline a distance of 171.85 feet; thence run N  $10^{\circ}35'00''$  W a distance of 112.0 feet to the Point of Beginning of the following description; thence run S  $79^{\circ}25'00''$  W a distance of 265.69 feet; thence run N  $0^{\circ}38'31''$  W a distance of 283.91 feet; thence run S  $88^{\circ}28'03''$  E a distance of 270.45 feet; thence run N  $89^{\circ}35'00''$  E a distance of 189.16 feet to a point on a curve concave to the Northwest; thence run Southwesterly along said curve, having a radius of 239.18 feet, and a central angle of  $78^{\circ}00'57''$ , an arc distance of 325.63 feet to the Point of Beginning. Containing 1.803 acres, more or less, and being subject to easements and rights of ways of record.

)

)

)

LEGAL DESCRIPTION OF  
REAL PROPERTY BEING SUBMITTED  
TO CONDOMINIUM BY DEVELOPER





LEGAL DESCRIPTION

A parcel of land lying in Section 10 and 11, Township 30 South, Range 38 East, Brevard County, Florida, being more particularly described as follows: Begin at the Southeast corner of the Northeast one-quarter of said Section 10; thence run S 89°35'00" W a distance of 2684.00 feet to the Southwest corner of said Northeast one-quarter; thence run N 0°38'31" W a distance of 1331.75 feet to the North line of the South one-half of said Northeast one-quarter; thence run N 89°18'28" E a distance of 2352.44 feet, along said North line to the West right of way line of the Florida East Coast Railway; thence run along said right of way line, S 23°52'01" E a distance of 891.11 feet; thence run S 66°07'59" W a distance of 91.74 feet; thence run S 23°52'01" E a distance of 116.81 feet to the beginning of a curve concave to the Southwest, said curve having a radius of 261.27 feet and a central angle of 23°48'02"; thence run Southeasterly along said curve, an arc distance of 108.53 feet; thence run S 0°03'59" E a distance of 276.31 feet to the Point of Beginning. Less and except parcels number 1 through 75 more particularly described as follows:

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK.

)

)

)

CONTINUATION OF  
EXHIBIT B TO  
DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTIONS

Parcel 1: Catanzaro, Philip J. and Mary A.  
Mobile Home Unit No. 7, Section H

From the Southeast corner of the northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 142.78 feet; thence run N 23°52'01" W a distance of 390.07 feet; thence run N 66°07'59" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet; thence run S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet to the Point of Beginning. Containing 5091.5 square feet, more or less, and being subject to easement and road rights of way of record, and also being known as Lot 7, Block H, SNUG HARBOR LAKES, an unrecorded plat.

Parcel 2: Soares, Manuel F. and Maria N.  
Mobile Home Unit No. 8, Section H

For a Point of Commencement begin at the Southeast corner of the Northeast one-quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida; thence run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 142.78 feet; thence run N 23°52'01" W a distance of 390.07 feet; thence run N 66°07'59" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet; thence run S 66°07'59" W a distance of 91.74 feet to the Point of Beginning. Also being known as Lot 8, Block H, Snug Harbor Lakes, unrecorded.

Parcel 3: Milton, Robert A. and Bernice C.  
Mobile Home Unit No. 29, Section H

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 24.35 feet; thence run N 0°03'59" W a distance of 222.85 feet to a Point of Curve; thence along the curve, concave to the West, having a radius of 104.63 feet, a central angle of 23°48'02", an arc distance of 43.46 feet; thence run N 23°52'01" W a distance of 487.07 feet; thence run S 66°07'59" W a distance of 12 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet to the Point of Beginning. Also being known as Lot 29, Block H, Snug Harbor Lakes, unrecorded.

Parcel 4: Elston, Donna S.  
Mobile Home Unit No. 34, Section H

From the Southeast corner of the Northeast quarter of Section 10,



Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 24.35 feet; thence run N 0°03'59" W a distance of 222.85 feet to the Point of Curve; thence along the curve, concave to the West, having a radius of 104.63 feet, a central angle of 23°48'02", an arc distance of 43.46 feet; thence run N 23°52'01" W a distance of 209.57 feet; thence run S 66°07'59" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet to the Point of Beginning. Also being known as Lot 34, Block H, Snug Harbor Lakes, unrecorded.

Parcel 5: MacDonald, James J. and Phyllis C.  
Mobile Home Unit No. 35, Section H

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet, thence run S 89°35'00" W a distance of 24.35 feet; thence run N 0°03'59" W a distance of 222.85 feet to a Point of Curve; thence along the curve, concave to the West, having a radius of 104.63 feet, a central angle of 23°48'02", an arc distance of 43.46 feet; thence run N 23°52'01" W a distance of 154.07 feet; thence run S 66°07'59" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet to the Point of Beginning. Also being known as Lot 35, Block H, Snug Harbor Lakes, unrecorded.

Parcel 6: Rose, John E. and Marjorie E.  
Mobile Home Unit No. 22, Section I

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 142.78 feet; thence run N 23°52'01" W a distance of 1164.57 feet; thence run S 66°07'59" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet, thence run N 23°52'01" W a distance of 102.08 feet; thence run N 89°35'00" E a distance of 83.59 feet to the Point of Curve; thence along the curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning. Also being known as Lot 22, Block I, Snug Harbor Lakes, unrecorded.

Parcel 7: Bailey, William E. and Versal L.  
Mobile Home Unit No. 3, Section K

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1022.50 feet to the Point of Beginning of the herein described parcel; thence continue S 89°35'00" W a distance of 50.0 feet; thence run N 00°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.00 feet; thence run S 00°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 3, Block K, Snug Harbor Lakes, an unrecorded plat.



Parcel 8: Bentley, Ralph A. and Angelina P.  
Mobile Home Unit No. 4, Section K

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 972.50 feet to the Point of Beginning of the herein described parcel, thence continue S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.00 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 4, Block K, Snug Harbor Lakes, an unrecorded plat.

Parcel 9: Kerrigan, Elmer M. and Margaret M.  
Mobile Home Unit No. 15, Section K

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 343.85 feet to the Point of Beginning of the herein described parcel, thence continue S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.0 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 15, Block K, Snug Harbor Lakes, an unrecorded plat.

Parcel 10: Mock, Joanne  
Mobile Home Unit No. 13, Section M

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'0" W along the North line of Barefoot Bay as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the centerline of Tern Drive, thence run N 0°25'0" W a distance of 112.0 feet; thence run N 89°35'0" E a distance of 173.73 feet; thence run N 0°25'0" W a distance of 99.27 feet; thence run N 23°05'0" E a distance of 479.05 feet; thence run N 23°52'01" W a distance of 647.68 feet; thence run S 89°35'0" W a distance of 340.86 feet; thence run S 0°38'31" E a distance of 103.03 feet; thence run N 89°21'29" E a distance of 12.0 feet; thence run Southwesterly along a curve concave to the Northwest through a central angle of 3°19'0" and a radius of 363.15 feet, an arc distance of 21.02 feet to the Point of Beginning; thence run N 89°35'0" E a distance of 74.52 feet; thence run S 0°25'0" E a distance of 100.0 feet; thence run S 89°35'0" W a distance of 60.69 feet to the Point of Curvature of a curve concave to the Northeast; thence along said curve through a central angle of 104°06'14" and a radius of 25.0 feet, an arc distance of 45.42 feet to the point of reverse curve concave to the Northwest; thence along said curve through a central angle of 11°0'45" and a radius of 363.15 feet, an arc distance of 69.80 feet to the Point of Beginning. Also being known as Lot 13, Block M, Snug Harbor Lakes, unrecorded.

Parcel 11: Grimaldi, Joseph and Mildred  
Mobile Home Unit No. 11, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence continue S 89°35'00" W a distance of 811.95 feet to the Point of Beginning of the herein described parcel of land; thence





continue S 89°35'00" W a distance of 51.65 feet; thence run N 00°25'00" W a distance of 100.0 feet; thence run 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 11, Block N, Snug Harbor Lakes, unrecorded.

Parcel 12: Bivona, Henry and Josephine  
Mobile Home Unit No. 13, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 708.65 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 13, Block N, Snug Harbor Lakes, unrecorded.

Parcel 13: Wollschlager, Law  
Mobile Home Unit No. 14, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 657.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 14, Block N, Snug Harbor Lakes, unrecorded.

Parcel 14: Staren, Fred J. and Christa H.  
Mobile Home Unit No. 16, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 553.70 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100 feet to the Point of Beginning. Also being known as Lot 16, Block N, Snug Harbor Lakes, unrecorded.

Parcel 15: Van Luyn, William J. and Sarah F.  
Mobile Home Unit No. 17, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 502.05 feet to the Point of Beginning of the herein described parcel of land, thence



continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 17, Block N, Snug Harbor Lakes, unrecorded.

Parcel 16: Beller, John S. and Dollie D.  
Mobile Home Unit No. 22, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 243.80 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 22, Block N, Snug Harbor Lakes, unrecorded.

Parcel 17: Burns, Charlotte E.  
Mobile Home Unit No. 23, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 192.15 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 23, Block N, Snug Harbor Lakes, unrecorded.

Parcel 18: Crossman, Jerome J. and Emma D.  
Mobile Home Unit No. 24, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 140.50 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 24, Block N, Snug Harbor Lakes, unrecorded.

Parcel 19: Franklin, James T., Jr. and Beverly J.  
Mobile Home Unit No. 1, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street,



thence run S 89°35'00" W along said centerline a distance of 614.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 38.16 feet to the Point of Curve, thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 0°38'31" W a distance of 87.10 feet; thence run N 89°35'00" E a distance of 63.50 feet; thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also known as Lot 1, Block O, Snug Harbor Lakes, unrecorded.

Parcel 20: Hentz, Clarence and Bernice  
Mobile Home Unit No. 3, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run South 89°35'00" W along said centerline a distance of 514.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 50 feet; thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 3, Block O, Snug Harbor Lakes, unrecorded.

Parcel 21: Shearer, Juanita  
Mobile Home Unit No. 4, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 462.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence run S 89°35'00" W a distance of 52.0 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 52.0 feet; thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 4, Block O, Snug Harbor Lakes, unrecorded.

Parcel 22: Downey, Vincent, Sr. and Harriette  
Mobile Home Unit No. 5, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 412.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 50.0 feet, thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 50.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of

)

)

)

Beginning. Also being known as Lot 5, Block O, Snug Harbor Lakes, unrecorded.

Parcel 23: Smith, Edward J. and Jeanne  
Mobile Home Unit No. 6, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run S 89°35'00" W along said centerline a distance of 360.52 feet, thence run N 0°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 52.0 feet, thence run N 0°25'00" W a distance of 112.0 feet, thence run N 89°35'00" E a distance of 52.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 6, Block O, Snug Harbor Lakes, unrecorded.

Parcel 24: Balla, Albert F. and Shirley F.  
Mobile Home Unit No. 7, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run S 89°35'00" W along said centerline a distance of 310.52 feet, thence run N 0°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 50.0 feet, thence run N 0°25'00" W a distance of 112.0 feet, thence run N 89°35'00" E a distance of 50.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 7, Block O, Snug Harbor Lakes, unrecorded.

Parcel 25: Kenney, Thomas H. and Janice B.  
Mobile Home Unit No. 8, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run S 89°35'00" W along said centerline a distance of 256.52 feet, thence run N 0°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence run S 89°35'00" W a distance of 54.0 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 54.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 8, Block O, Snug Harbor Lakes, unrecorded.

Parcel 26: Jure, Richard R. and Roberta J.  
Mobile Home Unit No. 11, Section O

From the Southeast corner of the Northeast quarter of Section 10,

)

)

)



Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run S 89°35'00" W along said centerline a distance of 46.52 feet, thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 52.0 feet, thence run N 0°25'00" W a distance of 112.0 feet, thence run N 89°35'00" E a distance of 52.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 12, Block O, Snug Harbor Lakes, unrecorded.

Parcel 28: Offner, Andrew E. and Mary D.  
Mobile Home Unit No. 16, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run N 89°35'00" E along said centerline a distance of 173.41 feet, thence run N 00°25'00" W a distance of 49.0 feet to the Point of Curve; thence along the curve, concave to the Southeast, having a radius of 240.38 feet, a central angle of 9°11'04", an arc distance of 38.53 feet; thence run N 66°55'00" W a distance of 12.37 feet to the Point of Beginning of the herein described parcel of land; thence continue N 66°55'00" W a distance of 107.10 feet; thence run N 23°05'00" E a distance of 50.0 feet; thence run S 66°55'00" E a distance of 100.18 feet to a Point of Curve; thence Southerly along the curve concave to the Southeast, having a radius of 252.38 feet, a central angle of 11°28'43", an arc distance of 50.56 feet, a chord bearing S 15°12'05" W a distance of 50.48 feet to the Point of Beginning. Also being known as Lot 16, Block O, Snug Harbor Lakes, unrecorded.

Parcel 29: Valleau, Edward M. and Friedell, Amy V.  
Mobile Home Unit No. 24, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 173.73 feet; thence run N 0°25'00" W a distance of 49.0 feet to the Point of Curve, thence along the curve concave to the Southeast, having for its elements a radius of 240.38 feet, a central angle of 23°30'00", an arc distance of 98.59 feet; thence run N 23°05'00" E a distance of 340.55 feet; thence run N 66°55'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue N 66°55'00" W a distance of 100.0 feet; thence run N 23°05'00" E a distance of 40.0 feet; thence run N 89°36'29" E a distance of 93.89 feet to a Point on a curve; thence along the curve, concave to the Northwest, having for its elements a radius of 168.0 feet, a central angle of 23°28'31", an arc distance of 68.83 feet; thence run S 23°05'00" W a distance of 10.53 feet to the Point of Beginning. Also known as Lot 24, Block O, Snug Harbor Lakes, unrecorded.



Parcel 30: Higginson, Edgar A. and Frances Q.  
Mobile Home Unit No. 35, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run N 89°35'00" E along said centerline a distance of 173.73 feet; thence run N 0°25'00" W a distance of 49.0 feet to a Point of Curve, thence along the curve, concave to the Southeast, having a radius of 240.38 feet, a central angle of 23°30'00", an arc distance of 98.59 feet; thence run N 23°05'00" E a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 180.0 feet, a central angle of 46°57'01", an arc distance of 147.50 feet; thence run N 23°52'01" W a distance of 312.31 feet to the intersection of Hammerstone Court; thence run S 89°35'00" W a distance of 256.29 feet; thence run S 0°25'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 0°25'00" E a distance of 100.0 feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.0 feet to the Point of Beginning. Also being known as Lot 35, Block O, Snug Harbor Lakes, unrecorded.

Parcel 31: Meluskey, Albin A. and Bethea A.  
Mobile Home Unit No. 37, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run N 89°35'00" E along said centerline a distance of 173.73 feet; thence run N 0°25'00" W a distance of 49.0 feet to a Point of Curve, thence along said curve, concave to the Southeast, having a radius of 240.38 feet, a central angle of 23°30'00", an arc distance of 98.59 feet; thence run N 23°05'00" E a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 180.0 feet, a central angle of 46°57'01", an arc distance of 147.50 feet; thence run N 23°52'01" W a distance of 312.31 feet to the intersection of Hammerstone Court; thence run S 89°35'00" W a distance of 356.29 feet; thence run S 0°25'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 0°25'00" E a distance of 105.50 feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 105.50 feet; thence run N 89°35'00" E a distance of 50.0 feet to the Point of Beginning. Also known as Lot 37, Block O, Snug Harbor Lakes, unrecorded.

Parcel 32: Anthony, Robert J. and Betty H.  
Mobile Home Unit No. 4, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court;

)

)

thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance of 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 245.04 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also known as Lot 4, Block P, Snug Harbor Lakes, unrecorded.

Parcel 33: Siringo, Joseph L. and Catherine  
Mobile Home Unit No. 5, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 297.54 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also being known as Lot 5, Block P, Snug Harbor Lakes, unrecorded.

Parcel 34: Karpman, Carolyn and Kenney, Elaine  
Mobile Home Unit No. 6, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 350.04 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also being known as Lot 6, Block P, Snug Harbor Lakes, unrecorded.

Parcel 35: Marek, Edward J. and Bonnie L.  
Mobile Home Unit No. 7, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S



89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 402.54 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also being known as Lot 7, Block P, Snug Harbor Lakes, unrecorded.

Parcel 36: Strang, Andrew M. and Rita T.  
Mobile Home Unit No. 11, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet; thence run S 88°27'28" E a distance of 162.08 feet; thence run S 0°38'31" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run S 88°27'28" E a distance of 50.01 feet; thence run S 0°38'31" E a distance of 100.0 feet; thence run N 88°27'28" W a distance of 50.01 feet; thence run N 0°38'31" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 11, Block P, Snug Harbor Lakes, unrecorded.

Parcel 37: Shepard, Richard L. and Joyce M.  
Mobile Home Unit No. 12, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet; thence run S 88°27'28" E a distance of 212.09 feet; thence run S 0°38'31" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run S 88°27'28" E a distance of 50.01 feet; thence run S 0°38'31" E a distance of 100.0 feet; thence run N 88°27'28" W a distance of 50.01 feet; thence run N 0°38'31" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 12, Block P, Snug Harbor Lakes, unrecorded.

Parcel 38: Sandell, Dudley F. and Marion W.  
Mobile Home Unit No. 13, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet; thence run S 88°27'28" E a





distance 262.01 feet; thence run S 0°38'31" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence run S 88°27'28" E a distance of 50.01 feet; thence run S 0°38'31" E a distance of 100.0 feet; thence run N 88°27'28" W a distance of 50.01 feet; thence run N 0°38'31" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 13, Block P, Snug Harbor Lakes, unrecorded.

Parcel 39: Reismann, William and Dorothy  
Mobile Home Unit No. 16, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet, thence run S 88°27'28" E a distance of 384.60 feet, thence run N 89°35'00" E a distance of 27.41 feet, thence run S 0°25'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence run N 89°35'00" E a distance of 50.0 feet, thence run S 0°25'00" E a distance of 100.0 feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 16, Block P, Snug Harbor Lakes, unrecorded.

Parcel 40: Watkins, Traver P. and Katherine  
Mobile Home Unit No. 24, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 171.85 feet to a Point of Curve; thence run along said curve concave to the Northwest having a radius of 351.15 feet, a central angle of 33°39'34", an arc distance of 206.29 feet on a chord bearing of N 62°35'18" E a distance of 203.34 feet; thence run N 44°14'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue N 44°14'29" W a distance of 100.0 feet to a point of curve; thence run along said curve concave to the Northwest having a radius of 239.15 feet; a central angle of 11°04'18", an arc distance of 46.21 feet; thence run S 55°18'47" E a distance of 100.0 feet to a point on a curve; thence run along said curve concave to the Northwest having a radius of 339.15 feet; a central angle of 11°04'18", an arc distance of 65.54 feet to the Point of Beginning. Also being known as Lot 24, Block P, Snug Harbor Lakes, unrecorded.

Parcel 41: Daigle, Maxime E. and Phyllis  
Mobile Home Unit No. 25, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock



Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 171.85 feet to a Point of Curve; thence run northerly along the Curve, concave to the Northwest, having a radius of 351.15 feet, a central angle of 33°39'34", an arc distance of 206.29 feet; thence run N 44°14'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 44°14'29" W, radial to aforesaid curve, a distance of 100.0 feet to a Point on a Curve; thence Northerly along the curve, concave to the Northwest having a radius of 239.15 feet, a central angle of 11°30'58", an arc distance of 48.07 feet; thence run S 32°43'31" E, radial to said curve, a distance of 100.0 feet to a point on a curve; thence Southerly, along said curve, concave to the Northwest having a radius of 339.15 feet, a central angle of 11°30'58", an arc distance of 68.17 feet to the Point of Beginning. Also being known as Lot 25, Block P, Snug Harbor Lakes, unrecorded.

Parcel 42: Blink, Amanda J.  
Mobile Home Unit No. 26, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 171.85 feet to a Point of Curve; thence run Northerly along the curve, concave to the Northwest, having a radius of 351.15 feet, a central angle of 11°04'18", an arc distance of 67.86 feet; thence run N 21°39'13" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 21°39'13" W on a curve; thence Northerly along the curve, concave to the Northwest of Curve, thence Northerly along the curve, concave to the Northwest having a radius of 239.15 feet, a central angle of 11°04'18", an arc distance of 46.21 feet; thence run S 32°43'31" E, radial to said curve, a distance of 100.0 feet to a point on a curve, thence Southerly, along the curve, concave to the Northwest having a radius of 339.15 feet, a central angle of 11°04'18", an arc distance of 65.54 feet to the point of beginning. Also being known as Lot 26, Block P, Snug Harbor Lakes, unrecorded.

Parcel 43: Stephenson, Frank and Helen  
Mobile Home Unit No. 31, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 9.66 feet; thence run N 10°34'55" W a distance of 12.0 feet to the Point of



Beginning of the herein described parcel; thence run S 79°25'05" W a distance of 68.0 feet; thence run N 10°34'55" W a distance of 100.0 feet; thence run N 79°25'05" E a distance of 68.0 feet; thence run S 10°34'55" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 31, Block P, Snug Harbor Lakes, unrecorded.

Parcel 44: Marchion, Melvina B.  
Mobile Home Unit No. 4, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 177.55 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 00°38'31" W a distance of 51.0 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 99°38'31" E a distance of 51.0 feet; thence run S 89°21'29" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 4, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 45: Knight, George A. and Barbara M.  
Mobile Home Unit No. 11, Section Q

For a point of commencement begin at the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, thence run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 00°38'31" W a distance of 534.55 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 00°38'31" W a distance of 46.68 feet to a curve, concave to the Southeast and have a radius of 25.00 feet; thence run Northeasterly along said curve through a central angle of 80°03'36" and a distance of 34.93 feet to the Point of Tangency; thence run N 79°25'05" E a distance of 80.52 feet; thence run S 00°38'31" E a distance of 85.20 feet; thence run S 89°21'29" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 11, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 46: Tonks, Harry D. and Barbara J.  
Mobile Home Unit Nos. 16 & 17, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 288.44 feet; thence run S 99°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 124.0 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 124.0 feet to the Point of Beginning. Also being known as Lots 16 & 17, Block Q, Snug Harbor Lakes, unrecorded.



Parcel 47: Sahlin, William and Doris  
Mobile Home Unit No. 18, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 235.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also being known as Lot 18, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 48: Springer, Ralph E. and Joan A.  
Mobile Home Unit No. 19, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 182.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also being known as Lot 19, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 49: Pittaluga, Louis J. Sr. and Rose N  
Mobile Home Unit No. 20, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 129.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also known as Lot 20, Block Q, Snug Harbor Lakes, unrecorded.





Parcel 50: Roy, Robert and Kendra  
Mobile Home Unit No. 21, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 76.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also being known as Lot 21, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 51: Gale, Philroy C. Jr. and Jeannette W.  
Mobile Home Unit No. 10, Section R

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue, thence run N 0°38'31" W along said centerline a distance of 493.96 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 47.07 feet to a point of curve; thence Easterly along the curve having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet, thence run N 79°25'05" E a distance of 80.52 feet; thence run S 0°38'31" E a distance of 85.59 feet; thence run S 89°21'29" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 10, Block R, Snug Harbor Lakes, unrecorded.

Parcel 52: Dreschel, Walter and Marie  
Mobile Home Unit No. 12, Section R

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 457.94 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 54.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 54.50 feet to the Point of Beginning. Also being known as Lot 12, Block R, Snug Harbor Lakes, unrecorded.



Parcel 53: Schultz, Joseph N. and Leah M.  
Mobile Home Unit No. 13, Section R

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 403.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 54.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 54.50 feet to the point of beginning. a/k/a Lot 13, Block R, Snug Harbor Lakes, unrecorded.

Parcel 54: Abbott Manufacturing Housing, Inc.  
Mobile Home Unit No. 1, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue N 0°25'00" W a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 661.46 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 57.46 feet; thence run S 79°25'05" W a distance of 71.76 feet to a Point of Curve, concave to the Northeast; thence along the curve, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 0°38'31" W a distance of 45.22 feet to the Point of Beginning. Also being known as Lot 1, Block S, Snug Harbor Lakes, unrecorded.

Parcel 55: Abbott Manufactured Housing, Inc.  
Mobile Home Unit No. 2, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue, thence run N 0°38'31" W along said centerline a distance of 712.46 feet, thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 51.0 feet; thence run S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 51.0 feet to the Point of Beginning. Also being known as Lot 2, Block S, Snug Harbor Lakes, unrecorded.



Parcel 56: Bowcock, C. Stuart and Winifred J.  
Mobile Home Unit No. 10, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet, thence run S 89°35'00" W a distance of 2312.09 feet to the Point of Beginning, thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature, thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run N 0°38'31" W a distance of 491.00 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run S 79°25'05" W a distance of 152.28 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 80°03'36" an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 75.13 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 80°03'36" an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 505.77 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29" an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 74.0 feet, to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run S 00°38'31" E a distance of 1071.90 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet to the Point of Beginning. Also being known as Lot 10, Block S, Snug Harbor Lakes, unrecorded.

Parcel 57: Ericson, Douglas G. and Marie E.  
Mobile Home Unit No. 11, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 1070.34 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 64.0 feet; thence run N 89°35'00" E a distance of 75.10 feet to a Point of Curve, concave to the Southwest; thence along the curve, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run S 0°38'31" E a distance of 38.70 feet to the Point of Beginning. Also being known as Lot 11, Block S, Snug Harbor Lakes, unrecorded.

Parcel 58: Abbott Manufactured Housing, Inc.  
Mobile Home Unit No. 18, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance



of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue, thence run N 0°38'31" W along said centerline a distance of 678.34 feet, thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 56.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 56.0 feet to the Point of Beginning. Also being known as Lot 18, Block S, Snug Harbor Lakes, unrecorded.

Parcel 59: Chesser, Joseph and Mary  
Mobile Home Unit No. 10, Section T

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 471.95 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 68.43 feet; thence run N 79°25'05" E a distance of 71.76 feet to a Point of Curve, thence along said curve concave to the Southwest having for its elements a central angle of 99°56'24" a radius of 25.0 feet an arc distance of 43.61 feet; thence run S 0°38'31" E a distance of 56.19 feet to the Point of Beginning. Also being known as Lot 10, Block T, Snug Harbor Lakes, unrecorded.

Parcel 60: Unnever, Matthew J., Sr. and Gunhild M.  
Mobile Home Unit No. 14, Section T

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 113.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 239.94 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 54.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 54.50 feet to the Point of Beginning. Also known as Lot 14, Block T, Snug Harbor Lakes, unrecorded.

Parcel 61: Newton, Edwin H. and Gladys C.  
Mobile Home Unit No. 17, Section T

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance





of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 76.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 56.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 56.5 feet to the Point of Beginning. Also being known as Lot 17, Block T, Snug Harbor Lakes, unrecorded.

Parcel 62: Reilly, Edward A. and Carol H.  
Mobile Home Unit No. 1, Section V

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 1472.60 feet to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 148.41 feet; thence run N 89°21'29" E a distance of 100.25 feet to a Point of Curve, concave to the Northeast; thence along the curve, having a radius of 49.0 feet, a central angle of 44°50'18", an arc distance 38.35 feet; thence run S 44°31'11" W a distance of 161.48 feet to the Point of Beginning. Also known as Lot 1, Block V, Snug Harbor Lakes, unrecorded.

Parcel 63: Kent, David E. and Roberta E.  
Mobile Home Unit No. 2, Section V

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 1472.60 feet; thence run N 0°38'31" W a distance of 148.41 feet to the Point of Beginning of the herein described parcel, thence continue N 0°38'31" W a distance of 50.0 feet, thence run N 89°21'29" E a distance of 100.25 feet; thence run S 0°38'31" E a distance of 50.0 feet, thence run S 89°21'29" W a distance of 100.25 feet to the Point of Beginning. Also known as Lot 2, Block V, Snug Harbor Lakes, unrecorded subdivision.

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK.



CONTINUATION OF  
EXHIBIT B TO  
DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION

Parcel 64: Recreation Area

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 124.0 feet; thence run N 89°35'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 497.40 feet to a Point of Curvature, thence Northeast along said curve, having a radius of 25.0 feet, concave to the Southeast, through a central angle of 80°03'31", an arc distance of 34.93 feet, thence run N 79°25'00" E a distance of 140.54 feet to a Point of Curvature, thence Northeast along said curve having a radius of 363.15 feet, concave to the Northwest, through a central angle of 29°44'09", an arc distance of 188.47 feet; thence run N 89°35'00" E a distance of 154.34 feet, thence run N 0°25'00" W a distance of 35.0 feet; thence run N 89°35'00" E a distance of 333.25 feet; thence run S 23°52'01" E a distance of 268.29 feet; thence run S 23°05'00" W a distance of 452.14 feet; thence run S 89°35'00" W a distance of 739.89 feet to the Point of Beginning.

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK



EXHIBIT B TO  
DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTIONS

Parcel No. 65: Chasta Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 344.73 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run N 23°52'01" W a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet, thence run N 89°35'00" E a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet; thence run S 23°52'01" E a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning.

Parcel No. 66: Cedar Bark Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet, thence run S 89°35'00" W a distance of 118.57 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run N 23°52'01" W a distance of 1154.06 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet; thence run N 89°35'00" E a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run S 23°52'01" E, a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning.

Parcel No. 67: Boxelder Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet to the Point of Beginning; thence run S 89°35'00" W a distance of 61.20 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 89°38'59", an arc distance of 39.12 feet; thence run N 0°03'59" W a distance of 186.08 feet to a Point of Curvature; thence along said curve, concave to the West having a



radius of 92.63 feet, a central angle of  $23^{\circ}48'02''$ , an arc distance of 38.48 feet; thence run N  $23^{\circ}52'01''$  W a distance of 921.44 feet to a Point of Curvature; thence along said curve, concave to the Southwest having a radius of 25.0 feet, a central angle of  $66^{\circ}32'59''$ , an arc distance of 29.04 feet; thence run N  $89^{\circ}35'00''$  E a distance of 42.56 feet; thence run S  $23^{\circ}52'01''$  E a distance of 982.62 feet; thence run S  $00^{\circ}03'59''$  E a distance of 207.29 feet to the Point of Beginning.

Parcel No. 68: Great Bear Lake Drive

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 1001.42 feet to the Point of Beginning; thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence run N  $0^{\circ}25'00''$  W a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 252.38 feet, a central angle of  $23^{\circ}30'00''$ , an arc distance of 103.51 feet; thence run N  $23^{\circ}05'00''$  E a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 168.0 feet, a central angle of  $46^{\circ}57'01''$ , an arc distance of 137.67 feet; thence run N  $23^{\circ}52'01''$  W a distance of 545.28 feet, to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, an arc distance of 29.04 feet; thence run N  $89^{\circ}35'00''$  E a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Southeast having a radius of 25.0 feet, a central angle of  $113^{\circ}27'01''$ , an arc distance of 49.50 feet; thence run S  $23^{\circ}52'01''$  E a distance of 513.18 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 192.0 feet, a central angle of  $46^{\circ}57'01''$ , an arc distance of 157.33 feet; thence run S  $23^{\circ}05'00''$  W a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 228.38 feet, a central angle of  $23^{\circ}30'00''$ , an arc distance of 93.67 feet; thence run S  $0^{\circ}25'00''$  E a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet to a Point of Beginning.

Parcel No. 69: Kyak Court

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 1864.09 feet to the Point of Beginning, thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$ , an arc distance of 39.37 feet; thence run N  $0^{\circ}38'31''$  W a distance of 571.27 feet to a Point of Curvature, thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $99^{\circ}56'24''$ , an arc distance of 43.61 feet; thence run N  $79^{\circ}25'05''$  E a distance of 75.13 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $80^{\circ}03'36''$ , an arc distance of 34.93 feet; thence run S  $0^{\circ}38'31''$  E a distance of 584.53 feet, to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 70: Montauk Avenue

From the Southeast corner of the Northeast quarter of Section 10,

Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet, thence run S 89°35'00" W a distance of 2312.09 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run N 0°38'31" W a distance of 491.00 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run S 79°25'05" W a distance of 152.28 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 80°03'36" an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 75.13 feet, to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24" an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 505.77 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 74.0 feet, to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run S 00°38'31" E a distance of 1071.90 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 71: Dracena Drive, Hammerstone Court

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 2014.09 feet to a Point of Curvature; thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 0°38'31" W a distance of 544.39 feet to the Point of Beginning; thence continue N 0°38'31" W a distance of 75.13 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 355.21 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 339.15 feet, a central angle of 80°03'36", an arc distance of 473.90 feet; thence run N 0°38'31" W a distance of 66.09 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run S 0°38'31" E a distance of 65.79 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 363.15 feet, a central angle of 14°20'39", an arc distance of 90.92 feet to a Point of Reverse Curve; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 104°07'08", an arc distance of 45.43 feet; thence run N 89°35'00" E a distance of 360.81 feet to a Point of Curve, thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet; thence run S 23°52'01" E a distance of 80.66 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet; thence run S 89°35'00" W a distance of 419.76 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of



64°14'28", an arc distance of 28.03 feet to a Point of Reverse Curve; thence along said curve, concave to the Northwest, having a radius of 363.15 feet, a central angle of 54°04'33", an arc distance of 342.74 feet; thence run S 79°25'05" W a distance of 368.18 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet to the Point of Beginning.

Parcel No. 72: Longhorn Avenue

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 2088.09 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run N 0°38'31" W a distance of 531.13 feet to a Point of Curve; thence along said curve, concave to the Southwest having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run S 79°25'05" W a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 75.13 feet to a Point of Curvature; thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 465.64 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 36.65 feet; thence run S 88°27'28" E a distance of 38.23 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 92°11'03", an arc distance of 40.22 feet; thence run S 0°38'31" E a distance of 1070.60 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 73: Fox Hunter Circle

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 839.16 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run N 0°25'00" W a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 252.38 feet, a central angle of 23°30'00", an arc distance of 103.51 feet; thence run N 23°05'00" E a distance of 182.32 feet to a Point of Curvature; thence along said curve, forming a cul-de-sac, having a radius of 50.0 feet, a central angle of 246°30'00", an arc distance of 215.11 feet; thence run S 89°35'00" W a distance of 33.70 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 66°30'00", an arc distance of 29.02 feet; thence run S 23°05'00" W a distance of 100.10 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 228.38 feet, a central angle of 23°30'00", an arc distance of 93.67 feet; thence run S 0°25'00" E a distance of 12.0 feet to a Point of Curvature; thence

along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet to the Point of Beginning.

Parcel No. 74: Bannock Street, Niantic Avenue, Bison Street

Beginning at the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, thence run S 89°35'00" W a distance of 80.0 feet; thence run N 0°25'00" W a distance of 75.0 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run S 89°35'00" W a distance of 1056.40 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run S 0°25'00" E a distance of 75.0 feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 75.0 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run S 89°35'00" W a distance of 1273.94 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 49.0 feet, a central angle of 89°46'29", an arc distance of 76.78 feet; thence run N 0°38'31" W a distance of 449.58 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 101°55'00", an arc distance of 44.47 feet; thence run S 77°26'29" W a distance of 71.64 feet; thence run N 0°38'31" W a distance of 24.53 feet, thence run N 77°26'29" E a distance of 82.19 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 78°05'00", an arc distance of 34.07 feet; thence run N 0°38'31" W a distance of 595.88 feet; thence run N 89°35'00" E a distance of 460.25 feet; thence run S 88°27'28" E a distance of 384.60 feet; thence run N 89°35'00" E a distance of 1344.69 feet; thence run S 23°52'01" E a distance of 26.16 feet; thence run S 89°35'00" W a distance of 1355.51 feet; thence run N 88°27'28" W a distance of 384.60 feet; thence run S 89°35'00" W a distance of 410.65 feet to a Point of Curvature; thence along said curve, concave to the Southeast having a radius of 25.0 feet, a central angle of 90°13'31" an arc distance of 39.37 feet, thence run S 0°38'31" E a distance of 1071.89 feet to a Point of Curvature; thence along said curve, concave to the Northeast having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 2536.09 feet; thence run S 0°03'59" E a distance of 124.0 feet to the Point of Beginning.

Parcel No. 75: Small Lake (Tract B)

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'00" E along said centerline a distance of 171.85 feet; thence run N 10°35'00" W a distance of 112.0 feet to the Point of Beginning of the following description; thence run S 79°25'00" W a distance of 265.69 feet; thence run N 0°38'31" W a distance of 283.91 feet; thence run S 88°28'03" E a distance of 270.45 feet; thence run N 89°35'00" E a distance of 189.16 feet to a point on a curve concave to the Northwest; thence run Southwesterly along said curve, having a radius of 239.18 feet, and a central angle of 78°00'57", an arc distance of 325.63 feet to the Point of Beginning. Containing 1.803 acres, more or less, and being subject to easements and rights of ways of record.

Exhibit C

to

Declaration of Condominium

Schedule of Joining Owners

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

)

)

)

EXHIBIT C

TO

DECLARATION OF CONDOMINIUM

SCHEDULE OF JOINING OWNERS

<u>Mobile Home</u> <u>Unit No.</u>	<u>Section No.</u>	<u>Name and Address</u> <u>of Joining Owners</u>	<u>Exhibit D</u> <u>Parcel No.</u>
---------------------------------------	--------------------	---	---------------------------------------

NONE



Exhibit D  
to  
Declaration of Condominium  
Legal Descriptions of Parcels Owned  
By Joining Owners To Be Included  
In Condominium

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

EXHIBIT D

TO

DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTIONS OF PARCELS OWNED

BY JOINING OWNERS TO BE INCLUDED

IN CONDOMINIUM

<u>Parcel No.</u>	<u>Owner</u>	<u>Legal Description</u>
-------------------	--------------	--------------------------

NONE



Exhibit E  
to  
Declaration of Condominium  
Schedule of Non-Joining Owners

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958



EXHIBIT E

TO

DECLARATION OF CONDOMINIUM

SCHEDULE OF NON-JOINING OWNERS

<u>Mobile Home Unit No.</u>	<u>Section No.</u>	<u>Name and Address of Joining Owners</u>	<u>Exhibit D Parcel No.</u>
7	H	Catanzaro, Philip J. and Mary A. 7621 Cedar Bark Micco, FL 32958	1
8	H	Soares, Manuel F. and Maria N. 7613 Cedar Bark Rd. Micco, FL 32958	2
29	H	Milton, Robert A. and Bernice C. 7556 Boxelder Road Micco, FL 32958	3
34	H	Elston, Donna S. 7596 Boxelder Road Micco, FL 32958	4
35	H	Macdonald, James J. and Phyllis C. 7604 Boxelder Micco, FL 32958	5
22	I	Rose, John E. and Marjorie E. 7502 Cedar Bark Rd. Micco, FL 32958	6
3	K	Bailey, William E. and Versal L. 5423 Bannock St. Micco, FL 32958	7
4	K	Bentley, Ralph A. and Angelina P. 5427 Bannock Street Micco, FL 32958	8
15	K	Kerrigan, Elmer M. and Margaret M. 5471 Bannock Street Micco, FL 32958	9
13	M	Mock, Joanne 5366 Hammerstone Ct Micco, FL 32958	10
11	N	Grimaldi, Joseph and Mildred 5343 Bannock Street Micco, FL 32958	11

13	N	Bivona, Henry and Josephine 5351 Bannock Street Micco, FL 32958	12
14	N	Wollschlager, Law 5355 Bannock Street Micco, FL 32958	13
16	N	Staren, Fred J. and Christa H. 5363 Bannock Street Micco, FL 32958	14
17	N	Van Luyn, William J. and Sarah F. 5357 Bannock Street Micco, FL 32958	15
22	N	Beller, John S. and Dollie D. 5387 Bannock Street Micco, FL 32958	16
23	N	Burns, Charlotte E. 5390 Bannock Street Micco, FL 32958	17
24	N	Crossman, Jerome J. and Emma D. 5395 Bannock Street Micco, FL 32958	18
1	O	Franklin, James T., Jr. and Beverly J. 7671 Kyak Court Micco, FL 32958	19
3	O	Hentz, Clarence and Bernice 5368 Bannock Street Micco, FL 32958	20
4	O	Shearer, Juanita 5372 Bannock Street Micco, FL 32958	21
5	O	Downey, Vincent, Sr. and Harriette 5376 Bannock Street Micco, FL 32958	22
6	O	Smith, Edward J. and Jeanne 5380 Bannock Street Micco, FL 32958	23
7	O	Balla, Albert F. and Shirley F. 5384 Bannock Street Micco, FL 32958	24
8	O	Kenney, Thomas H. and Janice B. 5388 Bannock Street Micco, FL 32958	25

11	O	Jure, Richard R. and Roberta J. 5400 Bannock Street Micco, FL 32958	26
12	O	Rao, Matthew J. and Ann M. 5404 Bannock Street Micco, FL 32958	27
16	O	Offner, Andrew E. and Mary D. 7684 Great Bear Lake Micco, FL 32958	28
24	O	Valleau, Edward M. and Friedell, Amy V. 7652 Great Bear Lake Micco, FL 32958	29
35	O	Higginson, Edgar A. and Frances Q. 5375 Hammerstone Ct. Micco, FL 32958	30
37	O	Meluskey, Albin A. and Bethea A. 5367 Hammerstone Court Micco, FL 32958	31
4	P	Anthony, Robert J. and Betty H. 7621 Longhorn Ave. Micco, FL 32958	32
5	P	Siringo, Joseph L. and Catherine 7617 Longhorn Ave. Micco, FL 32958	33
6	P	Karpman, Carolyn and Kenney, Elaine 7613 Longhorn Ave. Micco, FL 32958	34
7	P	Marek, Edward J. and Bonnie L. 7609 Longhorn Avenue Micco, FL 32958	35
11	P	Strang, Andrew M. and Rita T. 5325 Bison Street Micco, FL 32958	36
12	P	Shepard, Richard L. and Joyce M. 5329 Bison Street Micco, FL 32958	37
13	P	Sandell, Dudley F. and Marion W. 5333 Bison Street Micco, FL 32958	38

16	P	Reismann, William and Dorothy 5345 Bison Street Micco, FL 32958	39
24	P	Watkins, Traver P. and Katherine 1056 N. Tamarind Cir. Micco, FL 32958	40
25	P	Daigle, Maxime E. and Phyllis 1052 Dracena Drive Micco, FL 32958	41
26	P	Blink, Amanda J. 1048 Dracena Drive Micco, FL 32958	42
31	P	Stephenson, Frank and Helen 1028 Dracena Drive Micco, FL 32958	43
4	Q	Marchion, Melvina B. 7665 Longhorn Avenue Micco, FL 32958	44
11	Q	Knight, George A. and Barbara M. 7637 Longhorn Ave. Micco, FL 32958	45
16 & 17	Q	Tonks, Harry D. Barbara J. 7648 Kyak Court Micco, FL 32958	46
18	Q	Sahlin, William and Doris 7656 Kyak Court Micco, FL 32958	47
19	Q	Springer, Ralph E. and Joan A. 7660 Kyak Court Micco, FL 32958	48
20	Q	Pittaluga, Louis J. Sr. and Rose N. 7663 Kyak Court Micco, FL 32958	49
21	Q	Roy, Robert and Kendra 7668 Kyak Court Micco, FL 32958	50
10	R	Gale, Philroy C. Jr and Jeanette W. 7607 Montauk Avenue Micco, FL 32958	51
12	R	Dreschel, Walter and Marie 7642 Longhorn Avenue Micco, FL 32958	52

13	R	Schultz, Joseph N. and Leah M. 7646 Longhorn Avenue Micco, FL 32958	53
1	S	Abbott Manufactured Housing, Inc. 7581 Montauk Micco, FL 32958	54
2	S	Abbott Manufactured Housing, Inc. 7573 Montauk Micco, FL 32958	55
10	S	Bowcock, C. Stuart and Winifred J. 5309 Montauk Ave. Micco, FL 32958	56
11	S	Ericson, Douglas G. and Marie E. 7602 Longhorn Avenue Micco, FL 32958	57
18	S	Abbott Manufactured Housing, Inc. 7630 Longhorn Ave. Micco, FL 32958	58
10	T	Chesser, Joseph and Mary 7608 Montauk Avenue Micco, FL 32958	59
14	T	Unnever, Matthew J. Sr. and Gunhild M. 7640 Montauk Avenue Micco, FL 32958	60
17	T	Newton, Edwin H. and Gladys C. 7664 Montauk Micco, FL 32958	61
1	V	Reilly, Edward A. and Carol H. 7682 Niantic Ave. Micco, FL 32958	62
2	V	Kent, David E. and Roberta E. 7674 Niantic Avenue Micco, FL 32958	63

|

|

)

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|

|



SNUG HARBOR LAKES, A CONDOMINIUM

LEGAL DESCRIPTIONS OF PARCELS OWNED  
BY NON-JOINING OWNERS WHICH PARCELS  
ARE NOT BEING SUBMITTED TO CONDOMINIUM  
AT TIME OF RECORDING OF INITIAL  
DECLARATION OF CONDOMINIUM

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

EXHIBIT F TO DECLARATION OF CONDOMINIUM  
DECLARATION OF CONDOMINIUM

Page 90

OFF. REC.

2880

PAGE

1660

CONTINUATION OF  
EXHIBIT F TO  
DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTIONS

Parcel 1: Catanzaro, Philip J. and Mary A.  
Mobile Home Unit No. 7, Section H

From the Southeast corner of the northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 142.78 feet; thence run N 23°52'01" W a distance of 390.07 feet; thence run N 66°07'59" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet; thence run S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet to the Point of Beginning. Containing 5091.5 square feet, more or less, and being subject to easement and road rights of way of record, and also being known as Lot 7, Block H, SNUG HARBOR LAKES, an unrecorded plat.

Parcel 2: Soares, Manuel F. and Maria N.  
Mobile Home Unit No. 8, Section H

For a Point of Commencement begin at the Southeast corner of the Northeast one-quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida; thence run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 142.78 feet; thence run N 23°52'01" W a distance of 390.07 feet; thence run N 66°07'59" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet; thence run S 66°07'59" W a distance of 91.74 feet to the Point of Beginning. Also being known as Lot 8, Block H, Snug Harbor Lakes, unrecorded.

Parcel 3: Milton, Robert A. and Bernice C.  
Mobile Home Unit No. 29, Section H

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 24.35 feet; thence run N 0°03'59" W a distance of 222.85 feet to a Point of Curve; thence along the curve, concave to the West, having a radius of 104.63 feet, a central angle of 23°48'02", an arc distance of 43.46 feet; thence run N 23°52'01" W a distance of 487.07 feet; thence run S 66°07'59" W a distance of 12 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet to the Point of Beginning. Also being known as Lot 29, Block H, Snug Harbor Lakes, unrecorded.

Parcel 4: Elston, Donna S.  
Mobile Home Unit No. 34, Section H

From the Southeast corner of the Northeast quarter of Section 10,

Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 24.35 feet; thence run N 0°03'59" W a distance of 222.85 feet to the Point of Curve; thence along the curve, concave to the West, having a radius of 104.63 feet, a central angle of 23°48'02", an arc distance of 43.46 feet; thence run N 23°52'01" W a distance of 209.57 feet; thence run S 66°07'59" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet to the Point of Beginning. Also being known as Lot 34, Block H, Snug Harbor Lakes, unrecorded.

Parcel 5: MacDonald, James J. and Phyllis C.  
Mobile Home Unit No. 35, Section H

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 24.35 feet; thence run N 0°03'59" W a distance of 222.85 feet to a Point of Curve; thence along the curve, concave to the West, having a radius of 104.63 feet, a central angle of 23°48'02", an arc distance of 43.46 feet; thence run N 23°52'01" W a distance of 154.07 feet; thence run S 66°07'59" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 55.50 feet; thence run N 66°07'59" E a distance of 91.74 feet; thence run S 23°52'01" E a distance of 55.50 feet to the Point of Beginning. Also being known as Lot 35, Block H, Snug Harbor Lakes, unrecorded.

Parcel 6: Rose, John E. and Marjorie E.  
Mobile Home Unit No. 22, Section I

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 142.78 feet; thence run N 23°52'01" W a distance of 1164.57 feet; thence run S 66°07'59" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 66°07'59" W a distance of 91.74 feet; thence run N 23°52'01" W a distance of 102.08 feet; thence run N 89°35'00" E a distance of 83.59 feet to the Point of Curve; thence along the curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning. Also being known as Lot 22, Block I, Snug Harbor Lakes, unrecorded.

Parcel 7: Bailey, William E. and Versal L.  
Mobile Home Unit No. 3, Section K

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1022.50 feet to the Point of Beginning of the herein described parcel; thence continue S 89°35'00" W a distance of 50.0 feet; thence run N 00°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.00 feet; thence run S 00°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 3, Block K, Snug Harbor Lakes, an unrecorded plat.

Parcel 8: Bentley, Ralph A. and Angelina P.  
Mobile Home Unit No. 4, Section K

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 972.50 feet to the Point of Beginning of the herein described parcel, thence continue S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.00 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 4, Block K, Snug Harbor Lakes, an unrecorded plat.

Parcel 9: Kerrigan, Elmer M. and Margaret M.  
Mobile Home Unit No. 15, Section K

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 343.85 feet to the Point of Beginning of the herein described parcel, thence continue S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.0 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 15, Block K, Snug Harbor Lakes, an unrecorded plat.

Parcel 10: Mock, Joanne  
Mobile Home Unit No. 13, Section M

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'0" W along the North line of Barefoot Bay as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the centerline of Tern Drive, thence run N 0°25'0" W a distance of 112.0 feet; thence run N 89°35'0" E a distance of 173.73 feet; thence run N 0°25'0" W a distance of 99.27 feet; thence run N 23°05'0" E a distance of 479.05 feet; thence run N 23°52'01" W a distance of 647.68 feet; thence run S 89°35'0" W a distance of 340.86 feet; thence run S 0°38'31" E a distance of 103.03 feet; thence run N 89°21'29" E a distance of 12.0 feet; thence run Southwesterly along a curve concave to the Northwest through a central angle of 3°19'0" and a radius of 363.15 feet, an arc distance of 21.02 feet to the Point of Beginning; thence run N 89°35'0" E a distance of 74.52 feet; thence run S 0°25'0" E a distance of 100.0 feet; thence run S 89°35'0" W a distance of 60.69 feet to the Point of Curvature of a curve concave to the Northeast; thence along said curve through a central angle of 104°06'14" and a radius of 25.0 feet, an arc distance of 45.42 feet to the point of reverse curve concave to the Northwest; thence along said curve through a central angle of 11°0'45" and a radius of 363.15 feet, an arc distance of 69.80 feet to the Point of Beginning. Also being known as Lot 13, Block M, Snug Harbor Lakes, unrecorded.

Parcel 11: Grimaldi, Joseph and Mildred  
Mobile Home Unit No. 11, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence continue S 89°35'00" W a distance of 811.95 feet to the Point of Beginning of the herein described parcel of land; thence

continue S 89°35'00" W a distance of 51.65 feet; thence run N 00°25'00" W a distance of 100.0 feet; thence run S 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 11, Block N, Snug Harbor Lakes, unrecorded.

Parcel 12: Bivona, Henry and Josephine  
Mobile Home Unit No. 13, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 708.65 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 13, Block N, Snug Harbor Lakes, unrecorded.

Parcel 13: Wollschlager, Law  
Mobile Home Unit No. 14, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 657.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 14, Block N, Snug Harbor Lakes, unrecorded.

Parcel 14: Staren, Fred J. and Christa H.  
Mobile Home Unit No. 16, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 553.70 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100 feet to the Point of Beginning. Also being known as Lot 16, Block N, Snug Harbor Lakes, unrecorded.

Parcel 15: Van Luyn, William J. and Sarah F.  
Mobile Home Unit No. 17, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 502.05 feet to the Point of Beginning of the herein described parcel of land, thence

continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also known as Lot 17, Block N, Snug Harbor Lakes, unrecorded.

Parcel 16: Beller, John S. and Dollie D.  
Mobile Home Unit No. 22, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 243.80 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 22, Block N, Snug Harbor Lakes, unrecorded.

Parcel 17: Burns, Charlotte E.  
Mobile Home Unit No. 23, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 192.15 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 23, Block N, Snug Harbor Lakes, unrecorded.

Parcel 18: Crossman, Jerome J. and Emma D.  
Mobile Home Unit No. 24, Section N

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 140.50 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°35'00" W a distance of 51.65 feet, thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 51.65 feet; thence run S 0°25'00" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 24, Block N, Snug Harbor Lakes, unrecorded.

Parcel 19: Franklin, James T., Jr. and Beverly J.  
Mobile Home Unit No. 1, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street,

thence run S 89°35'00" W along said centerline a distance of 614.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 38.16 feet to the Point of Curve, thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 0°38'31" W a distance of 87.10 feet; thence run N 89°35'00" E a distance of 63.50 feet; thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also known as Lot 1, Block O, Snug Harbor Lakes, unrecorded.

Parcel 20: Hentz, Clarence and Bernice  
Mobile Home Unit No. 3, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run South 89°35'00" W along said centerline a distance of 514.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 50 feet; thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 3, Block O, Snug Harbor Lakes, unrecorded.

Parcel 21: Shearer, Juanita  
Mobile Home Unit No. 4, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 462.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence run S 89°35'00" W a distance of 52.0 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 52.0 feet; thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 4, Block O, Snug Harbor Lakes, unrecorded.

Parcel 22: Downey, Vincent, Sr. and Harriette  
Mobile Home Unit No. 5, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 412.52 feet; thence run N 00°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 50.0 feet, thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 50.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of

Beginning. Also being known as Lot 5, Block O, Snug Harbor Lakes, unrecorded.

Parcel 23: Smith, Edward J. and Jeanne  
Mobile Home Unit No. 6, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run S 89°35'00" W along said centerline a distance of 360.52 feet, thence run N 0°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 52.0 feet, thence run N 0°25'00" W a distance of 112.0 feet, thence run N 89°35'00" E a distance of 52.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 6, Block O, Snug Harbor Lakes, unrecorded.

Parcel 24: Balla, Albert F. and Shirley F.  
Mobile Home Unit No. 7, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run S 89°35'00" W along said centerline a distance of 310.52 feet, thence run N 0°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence run S 89°35'00" W a distance of 50.0 feet, thence run N 0°25'00" W a distance of 112.0 feet, thence run N 89°35'00" E a distance of 50.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 7, Block O, Snug Harbor Lakes, unrecorded.

Parcel 25: Kenney, Thomas H. and Janice B.  
Mobile Home Unit No. 8, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street, thence run S 89°35'00" W along said centerline a distance of 256.52 feet, thence run N 0°25'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence run S 89°35'00" W a distance of 54.0 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 54.0 feet, thence run S 0°25'00" E a distance of 112.0 feet to the Point of Beginning. Also being known as Lot 8, Block O, Snug Harbor Lakes, unrecorded.

Parcel 26: Jure, Richard R. and Roberta J.  
Mobile Home Unit No. 11, Section O

From the Southeast corner of the Northeast quarter of Section 10,



Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; then run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run N 89°35'00" E along said centerline a distance of 173.41 feet; thence run N 00°25'00" W a distance of 49.0 feet to the Point of Curve; thence along the curve, concave to the Southeast, having a radius of 240.38 feet, a central angle of 9°11'04", an arc distance of 38.53 feet; thence run N 66°55'00" W a distance of 12.37 feet to the Point of Beginning of the herein described parcel of land; thence continue N 66°55'00" W a distance of 107.10 feet; thence run N 23°05'00" E a distance of 50.0 feet; thence run S 66°55'00" E a distance of 100.18 feet to a Point of Curve; thence Southerly along the curve concave to the Southeast, having a radius of 252.38 feet, a central angle of 11°28'43", an arc distance of 50.56 feet, a chord bearing S 15°12'05" W a distance of 50.48 feet to the Point of Beginning. Also being known as Lot 16, Block O, Snug Harbor Lakes, unrecorded.

Parcel 29: Valteau, Edward M. and Friedell, Amy V.  
Mobile Home Unit No. 24, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35; thence run N 0°25'00" W a distance of 112.0 feet; thence run N 89°35'00" E a distance of 173.73 feet; thence run N 0°25'00" W a distance of 49.0 feet to the Point of Curve, thence along the curve concave to the Southeast, having for its elements a radius of 240.38 feet, a central angle of 23°30'00", an arc distance of 98.59 feet; thence run N 23°05'00" E a distance of 340.55 feet; thence run N 66°55'00" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue N 66°55'00" W a distance of 100.0 feet; thence run N 23°05'00" E a distance of 40.0 feet; thence run N 89°36'29" E a distance of 93.89 feet to a Point on a curve; thence along the curve, concave to the Northwest, having for its elements a radius of 168.0 feet, a central angle of 23°28'31", an arc distance of 68.83 feet; thence run S 23°05'00" W a distance of 10.53 feet to the Point of Beginning. Also known as Lot 24, Block O, Snug Harbor Lakes, unrecorded.

Parcel 30: Higginson, Edgar A. and Frances Q.  
Mobile Home Unit No. 35, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run N 89°35'00" E along said centerline a distance of 173.73 feet; thence run N 0°25'00" W a distance of 49.0 feet to a Point of Curve, thence along the curve, concave to the Southeast, having a radius of 240.38 feet, a central angle of 23°30'00", an arc distance of 98.59 feet; thence run N 23°05'00" E a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 180.0 feet; a central angle of 46°57'01", an arc distance of 147.50 feet; thence run N 23°52'01" W a distance of 312.31 feet to the intersection of Hammerstone Court; thence run S 89°35'00" W a distance of 256.29 feet; thence run S 0°25'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 0°25'00" E a distance of 100.0

feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet; thence run N 89°35'00" E a distance of 50.0 feet to the Point of Beginning. Also being known as Lot 35, Block O, Snug Harbor Lakes, unrecorded.

Parcel 31: Meluskey, Albin A. and Bethea A.  
Mobile Home Unit No. 37, Section O

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run N 89°35'00" E along said centerline a distance of 173.73 feet, thence run N 0°25'00" W a distance of 49.0 feet to a Point of Curve, thence along said curve, concave to the Southeast, having a radius of 240.38 feet, a central angle of 23°30'00", an arc distance of 98.59 feet, thence run N 23°05'00" E a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 180.0 feet, a central angle of 46°57'01", an arc distance of 147.50 feet; thence run N 23°52'01" W a distance of 312.31 feet to the intersection of Hammerstone Court; thence run S 89°35'00" W a distance of 356.29 feet; thence run S 0°25'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 0°25'00" E a distance of 105.50 feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 105.50 feet; thence run N 89°35'00" E a distance of 50.0 feet to the Point of Beginning. Also known as Lot 37, Block O, Snug Harbor Lakes, unrecorded.

Parcel 32: Anthony, Robert J. and Betty H.  
Mobile Home Unit No. 4, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance of 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 245.04 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also known as Lot 4, Block P, Snug Harbor Lakes, unrecorded.

Parcel 33: Siringo, Joseph L. and Catherine  
Mobile Home Unit No. 5, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance

of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 297.54 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also being known as Lot 5, Block P, Snug Harbor Lakes, unrecorded.

Parcel 34: Karpman, Carolyn and Kenney, Elaine  
Mobile Home Unit No. 6, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 350.04 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also being known as Lot 6, Block P, Snug Harbor Lakes, unrecorded.

Parcel 35: Marek, Edward J. and Bonnie L.  
Mobile Home Unit No. 7, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run S 79°25'05" W a distance 227.41 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 402.54 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 52.50 feet; thence run S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 52.50 feet to the Point of Beginning. Also being known as Lot 7, Block P, Snug Harbor Lakes, unrecorded.

Parcel 36: Strang, Andrew M. and Rita T.  
Mobile Home Unit No. 11, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'0" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'0" W a distance of 112.0 feet; thence run S 89°35'0" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet; thence run S 88°27'28" E a distance of 162.08 feet; thence run S 0°38'31" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run S 88°27'28" E a distance of 50.01 feet; thence run S 0°38'31" E a distance of 100.0 feet; thence run N 88°27'28" W a distance of 50.01 feet; thence run N 0°38'31" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 11, Block P, Snug Harbor Lakes, unrecorded.

Parcel 37: Shepard, Richard L. and Joyce M.  
Mobile Home Unit No. 12, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 80°35'0" W along the North line of Barefoot Bay as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, run a distance of 1211.35 feet; thence run N 0°25'0" W a distance of 112.0 feet; thence run S 89°35'0" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet; thence run S 88°27'28" E a distance of 212.09 feet; thence run S 0°38'31" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run S 88°27'28" E a distance of 50.01 feet; thence run S 0°38'31" E a distance of 100.0 feet; thence run N 88°27'28" W a distance of 50.01 feet; thence run N 0°38'31" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 12, Block P, Snug Harbor Lakes, unrecorded.

Parcel 38: Sandell, Dudley F. and Marion W.  
Mobile Home Unit No. 13, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet; thence run S 88°27'28" E a distance 262.01 feet; thence run S 0°38'31" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence run S 88°27'28" E a distance of 50.01 feet; thence run S 0°38'31" E a distance of 100.0 feet; thence run N 88°27'28" W a distance of 50.01 feet; thence run N 0°38'31" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 13, Block P, Snug Harbor Lakes, unrecorded.

Parcel 39: Reismann, William and Dorothy  
Mobile Home Unit No. 16, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 1145.89 feet, thence run S 88°27'28" E a distance of 384.60 feet, thence run N 89°35'00" E a distance of 27.41

feet, thence run S 0°25'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence run N 89°35'00" E a distance of 50.0 feet, thence run S 0°25'00" E a distance of 100.0 feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 16, Block P, Snug Harbor Lakes, unrecorded.

Parcel 40: Watkins, Traver P. and Katherine  
Mobile Home Unit No. 24, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 171.85 feet to a Point of Curve; thence run along said curve concave to the Northwest having a radius of 351.15 feet, a central angle of 33°39'34", an arc distance of 206.29 feet on a chord bearing of N 62°35'18" E a distance of 203.34 feet; thence run N 44°14'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue N 44°14'29" W a distance of 100.0 feet to a point of curve; thence run along said curve concave to the Northwest having a radius of 239.15 feet; a central angle of 11°04'18", an arc distance of 46.21 feet; thence run S 55°18'47" E a distance of 100.0 feet to a point on a curve; thence run along said curve concave to the Northwest having a radius of 339.15 feet; a central angle of 11°04'18", an arc distance of 65.54 feet to the Point of Beginning. Also being known as Lot 24, Block P, Snug Harbor Lakes, unrecorded.

Parcel 41: Daigle, Maxime E. and Phyllis  
Mobile Home Unit No. 25, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 171.85 feet to a Point of Curve; thence run northerly along the Curve, concave to the Northwest, having a radius of 351.15 feet, a central angle of 33°39'34", an arc distance of 206.29 feet; thence run N 44°14'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 44°14'29" W, radial to aforesaid curve, a distance of 100.0 feet to a Point on a Curve; thence Northerly along the curve, concave to the Northwest having a radius of 239.15 feet, a central angle of 11°30'58", an arc distance of 48.07 feet; thence run S 32°43'31" E, radial to said curve, a distance of 100.0 feet to a point on a curve; thence Southerly, along said curve, concave to the Northwest having a radius of 339.15 feet, a central angle of 11°30'58", an arc distance of 68.17 feet to the Point of Beginning. Also being known as Lot 25, Block P, Snug Harbor Lakes, unrecorded.

Parcel 42: Blink, Amanda J.  
Mobile Home Unit No. 26, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 171.85 feet to a Point of Curve; thence run Northerly along the curve, concave to the Northwest, having a radius of 351.15 feet, a central angle of 11°04'18", an arc distance of 67.86 feet; thence run N 21°39'13" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue N 21°39'13" W on a curve; thence Northerly along the curve, concave to the Northwest of Curve, thence Northerly along the curve, concave to the Northwest having a radius of 239.15 feet, a central angle of 11°04'18", an arc distance of 46.21 feet; thence run S 32°43'31" E, radial to said curve, a distance of 100.0 feet to a point on a curve, thence Southerly, along the curve, concave to the Northwest having a radius of 339.15 feet, a central angle of 11°04'18", an arc distance of 65.54 feet to the point of beginning. Also being known as Lot 26, Block P, Snug Harbor Lakes, unrecorded.

Parcel 43: Stephenson, Frank and Helen  
Mobile Home Unit No. 31, Section P

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 688.79 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 652.46 feet to the intersection of the centerline of Dracena Drive; thence run N 79°25'05" E along said centerline a distance of 9.66 feet; thence run N 10°34'55" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run S 79°25'05" W a distance of 68.0 feet; thence run N 10°34'55" W a distance of 100.0 feet; thence run N 79°25'05" E a distance of 68.0 feet; thence run S 10°34'55" E a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 31, Block P, Snug Harbor Lakes, unrecorded.

Parcel 44: Marchion, Melvina B.  
Mobile Home Unit No. 4, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 0°38'31" W a distance of 177.55 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 00°38'31" W a distance of 51.0 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 99°38'31" E a distance of 51.0 feet; thence run S 89°21'29" W a

distance of 100.0 feet to the Point of Beginning. Also being known as Lot 4, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 45: Knight, George A. and Barbara M.  
Mobile Home Unit No. 11, Section Q

For a point of commencement begin at the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, thence run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet; thence run N 0°25'00" W a distance of 112.0 feet; thence run S 89°35'00" W a distance of 912.79 feet; thence run N 00°38'31" W a distance of 534.55 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 00°38'31" W a distance of 46.68 feet to a curve, concave to the Southeast and have a radius of 25.00 feet; thence run Northeasterly along said curve through a central angle of 80°03'36" and a distance of 34.93 feet to the Point of Tangency; thence run N 79°25'05" E a distance of 80.52 feet; thence run S 00°38'31" E a distance of 85.20 feet; thence run S 89°21'29" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 11, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 46: Tonks, Harry D. and Barbara J.  
Mobile Home Unit Nos. 16 & 17, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 288.44 feet; thence run S 99°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 124.0 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 124.0 feet to the Point of Beginning. Also being known as Lots 16 & 17, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 47: Sahlin, William and Doris  
Mobile Home Unit No. 18, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 235.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also being known as Lot 18, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 48: Springer, Ralph E. and Joan A.  
Mobile Home Unit No. 19, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 182.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also being known as Lot 19, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 49: Pittaluga, Louis J. Sr. and Rose N  
Mobile Home Unit No. 20, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 129.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also known as Lot 20, Block Q, Snug Harbor Lakes, unrecorded.

Parcel 50: Roy, Robert and Kendra  
Mobile Home Unit No. 21, Section Q

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 76.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 53.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 53.0 feet to the Point of Beginning. Also being known as Lot 21, Block Q, Snug Harbor Lakes, unrecorded.



Parcel 51: Gale, Philroy C. Jr. and Jeannette W.  
Mobile Home Unit No. 10, Section R

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue, thence run N 0°38'31" W along said centerline a distance of 493.96 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 47.07 feet to a point of curve; thence Easterly along the curve having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet, thence run N 79°25'05" E a distance of 80.52 feet; thence run S 0°38'31" E a distance of 85.59 feet; thence run S 89°21'29" W a distance of 100.0 feet to the Point of Beginning. Also being known as Lot 10, Block R, Snug Harbor Lakes, unrecorded.

Parcel 52: Dreschel, Walter and Marie  
Mobile Home Unit No. 12, Section R

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 457.94 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 54.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 54.50 feet to the Point of Beginning. Also being known as Lot 12, Block R, Snug Harbor Lakes, unrecorded.

Parcel 53: Schultz, Joseph N. and Leah M.  
Mobile Home Unit No. 13, Section R

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 403.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 54.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 54.50 feet to the point of beginning. a/k/a Lot 13, Block R, Snug Harbor Lakes, unrecorded.

Parcel 54: Abbott Manufacturing Housing, Inc.  
Mobile Home Unit No. 1, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue N 0°25'00" W a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 661.46 feet; thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 57.46 feet; thence run S 79°25'05" W a distance of 71.76 feet to a Point of Curve, concave to the Northeast; thence along the curve, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 0°38'31" W a distance of 45.22 feet to the Point of Beginning. Also being known as Lot 1, Block S, Snug Harbor Lakes, unrecorded.

Parcel 55: Abbott Manufactured Housing, Inc.  
Mobile Home Unit No. 2, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue, thence run N 0°38'31" W along said centerline a distance of 712.46 feet, thence run N 89°21'29" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 51.0 feet, thence run S 89°21'29" W a distance of 100.0 feet, thence run N 0°38'31" W a distance of 51.0 feet to the Point of Beginning. Also being known as Lot 2, Block S, Snug Harbor Lakes, unrecorded.

Parcel 56: Bowcock, C. Stuart and Winifred J.  
Mobile Home Unit No. 10, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet, thence run S 89°35'00" W a distance of 2312.09 feet to the Point of Beginning, thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature, thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run N 0°38'31" W a distance of 491.00 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run S 79°25'05" W a distance of 152.28 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 80°03'36" an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 75.13 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 80°03'36" an arc

distance of 34.93 feet; thence run N 0°38'31" W a distance of 505.77 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29" an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 74.0 feet, to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run S 00°38'31" E a distance of 1071.90 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet to the Point of Beginning. Also being known as Lot 10, Block S, Snug Harbor Lakes, unrecorded.

Parcel 57: Ericson, Douglas G. and Marie E.  
Mobile Home Unit No. 11, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue; thence run N 0°38'31" W along said centerline a distance of 1070.34 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land; thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 64.0 feet; thence run N 89°35'00" E a distance of 75.10 feet to a Point of Curve, concave to the Southwest; thence along the curve, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run S 0°38'31" E a distance of 38.70 feet to the Point of Beginning. Also being known as Lot 11, Block S, Snug Harbor Lakes, unrecorded.

Parcel 58: Abbott Manufactured Housing, Inc.  
Mobile Home Unit No. 18, Section S

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 912.79 feet to the intersection of the centerline of Longhorn Avenue, thence run N 0°38'31" W along said centerline a distance of 678.34 feet, thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel of land, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 56.0 feet, thence run N 89°21'29" E a distance of 100.0 feet, thence run S 0°38'31" E a distance of 56.0 feet to the Point of Beginning. Also being known as Lot 18, Block S, Snug Harbor Lakes, unrecorded.

Parcel 59: Chesser, Joseph and Mary  
Mobile Home Unit No. 10, Section T

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance

of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 471.95 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 68.43 feet; thence run N 79°25'05" E a distance of 71.76 feet to a Point of Curve, thence along said curve concave to the Southwest having for its elements a central angle of 99°56'24" a radius of 25.0 feet an arc distance of 43.61 feet; thence run S 0°38'31" E a distance of 56.19 feet to the Point of Beginning. Also being known as Lot 10, Block T, Snug Harbor Lakes, unrecorded.

Parcel 60: Unnever, Matthew J., Sr. and Gunhild M.  
Mobile Home Unit No. 14, Section T

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 113.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 239.94 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 54.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 54.50 feet to the Point of Beginning. Also known as Lot 14, Block T, Snug Harbor Lakes, unrecorded.

Parcel 61: Newton, Edwin H. and Gladys C.  
Mobile Home Unit No. 17, Section T

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 1136.79 feet to the intersection of the centerline of Montauk Avenue; thence run N 0°38'31" W along said centerline a distance of 76.44 feet; thence run S 89°21'29" W a distance of 12.0 feet to the Point of Beginning of the herein described parcel, thence continue S 89°21'29" W a distance of 100.0 feet; thence run N 0°38'31" W a distance of 56.50 feet; thence run N 89°21'29" E a distance of 100.0 feet; thence run S 0°38'31" E a distance of 56.5 feet to the Point of Beginning. Also being known as Lot 17, Block T, Snug Harbor Lakes, unrecorded.

Parcel 62: Reilly, Edward A. and Carol H.  
Mobile Home Unit No. 1, Section V

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 1472.60 feet

to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 148.41 feet; thence run N 89°21'29" E a distance of 100.25 feet to a Point of Curve, concave to the Northeast; thence along the curve, having a radius of 49.0 feet, a central angle of 44°50'18", an arc distance 38.35 feet; thence run S 44°31'11" W a distance of 161.48 feet to the Point of Beginning. Also known as Lot 1, Block V, Snug Harbor Lakes, unrecorded.

Parcel 63: Kent, David E. and Roberta E.  
Mobile Home Unit No. 2, Section V

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive, thence continue S 89°35'00" W a distance of 1472.60 feet; thence run N 0°38'31" W a distance of 148.41 feet to the Point of Beginning of the herein described parcel, thence continue N 0°38'31" W a distance of 50.0 feet, thence run N 89°21'29" E a distance of 100.25 feet; thence run S 0°38'31" E a distance of 50.0 feet, thence run S 89°21'29" W a distance of 100.25 feet to the Point of Beginning. Also known as Lot 2, Block V, Snug Harbor Lakes, unrecorded subdivision.

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK.

PAGES 111 THROUGH 114 DELIBERATELY  
LEFT BLANK

SURVEYS, PLOT PLANS AND  
GRAPHIC DESCRIPTIONS OF  
CONDOMINIUM PROPERTY

SURVEYOR'S CERTIFICATE

FOR

SNUG HARBOR LAKES, A CONDOMINIUM

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED HUGH SMITH, JR., 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 "G" ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "G" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING SNUG HARBOR, A CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS 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 29<sup>th</sup> DAY OF January, 1988, A.D.

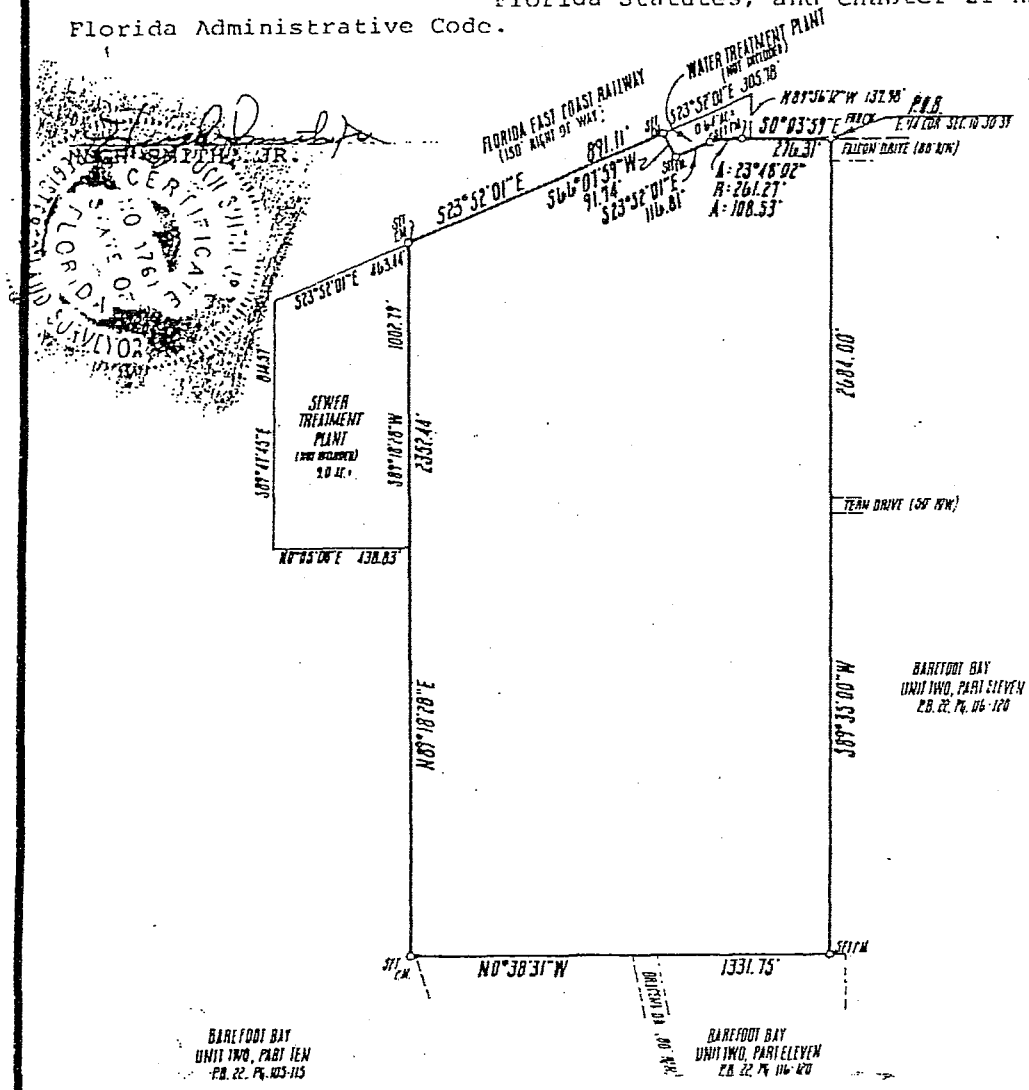
HUGH J. SMITH LAND  
SURVEYING, INC.

By: Hugh J. Smith, Jr.  
HUGH SMITH, JR.  
Professional Land Surveyor  
No. 1761, State of Florida

SWORN TO AND SUBSCRIBED BEFORE ME AS TO "HUGH SMITH, JR." THIS  
29<sup>th</sup> DAY OF January, 1988.  
Wendy L. Smith  
Notary Public  
My Commission Expires: October 26, 1991  
(SEAL)  
FLORIDA



SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY that I am a duly licensed Surveyor of the State of Florida, and Chicago Title Insurance Company, Snug Harbor Lakes Development, Inc.; and Gould Family Partnership that the attached sketch of survey is a true representation of an actual survey made on the ground, that all encroachments are shown; I FURTHER CERTIFY: That this survey meets or exceeds the minimum technical standards for land surveys as set forth in Chapter 472.027, Florida Statutes, and Chapter 21 MH-6, Florida Administrative Code.



**SURVEYOR'S NOTES:**

Bearings based on PLAT OF BAREFOOT BAY UNIT TWO, PART ELEVEN, P.B. 22, P. 106-120 Elevations based on \_\_\_\_\_  
 Legal description per \_\_\_\_\_

**PLAT OF SURVEY for:**

SNUG HARBOR LAKES, A CONDOMINIUM.

SHEET OF SHEETS

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh J. Smith, Jr.  
 Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JU

CHK. BY:

SCALE: 1"=100'

BOUNDARY  
 TYPE

J-14-87  
 DATE

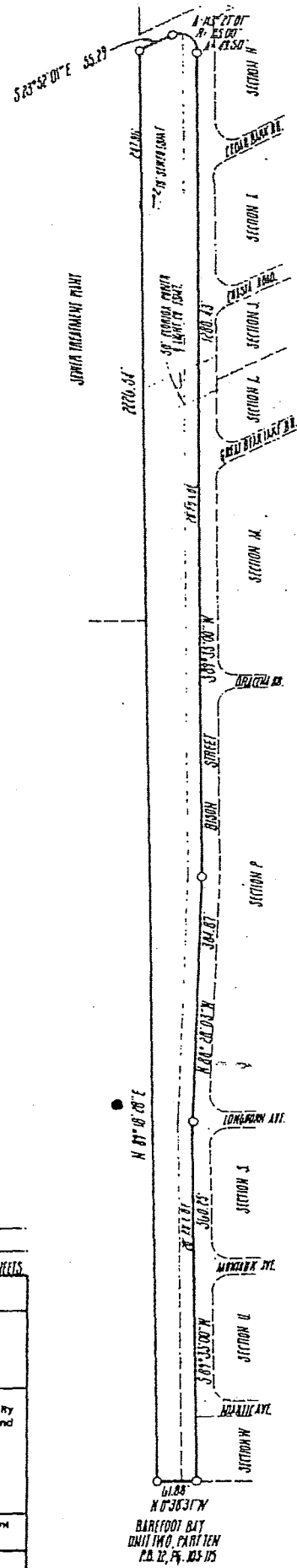
178-1  
 JOHN\*

**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
 Palm Bay, Florida 32905  
 (305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
 SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
 WAYS OF RECORD.





**SURVEYOR'S NOTES:**

Bearings based on PLAT OF BARFOOT BAY UNIT TWO PART TEN P.D. 22, PG. 16-170

Legal description per

TRACT "C" SMITH HARBOR LAKES A CONDOMINIUM SHEET OF SHEETS

**PLAT OF SURVEY for:**

**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-7940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

Certified true and correct to the best of my knowledge and belief and in conformity  
with applicable minimum technical standards set forth by the Florida Board of Land  
Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client  
named hereon. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: *JK*

CHK. BY:

SCALE: 1" = 100'

DECLARATION OF CONDOMINIUM

OFF. REC.

2880

PAGE

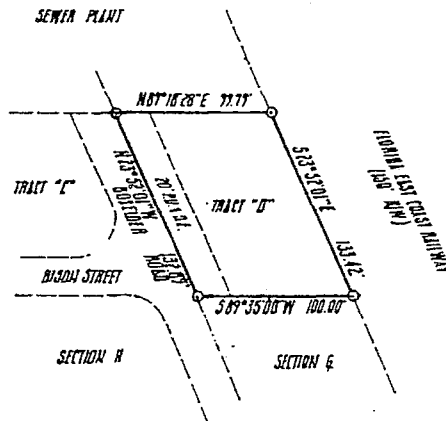
Page 119

1685

OFF. REC.

2880

1687



# **SURVEYOR'S NOTES:**

Bearings based on PLAT OF HARBOR LAKES & CONDOMINIUM, CO. OF FLA. 1971. Elevations based on \_\_\_\_\_  
 Legal description per \_\_\_\_\_

## **PLAT OF SURVEY for:**

**TRACT D**  
**SIX HARBOR LAKES & CONDOMINIUM**

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named hereon. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: LL

CHK. BY:

SCALE: 1"=100'

TYPE

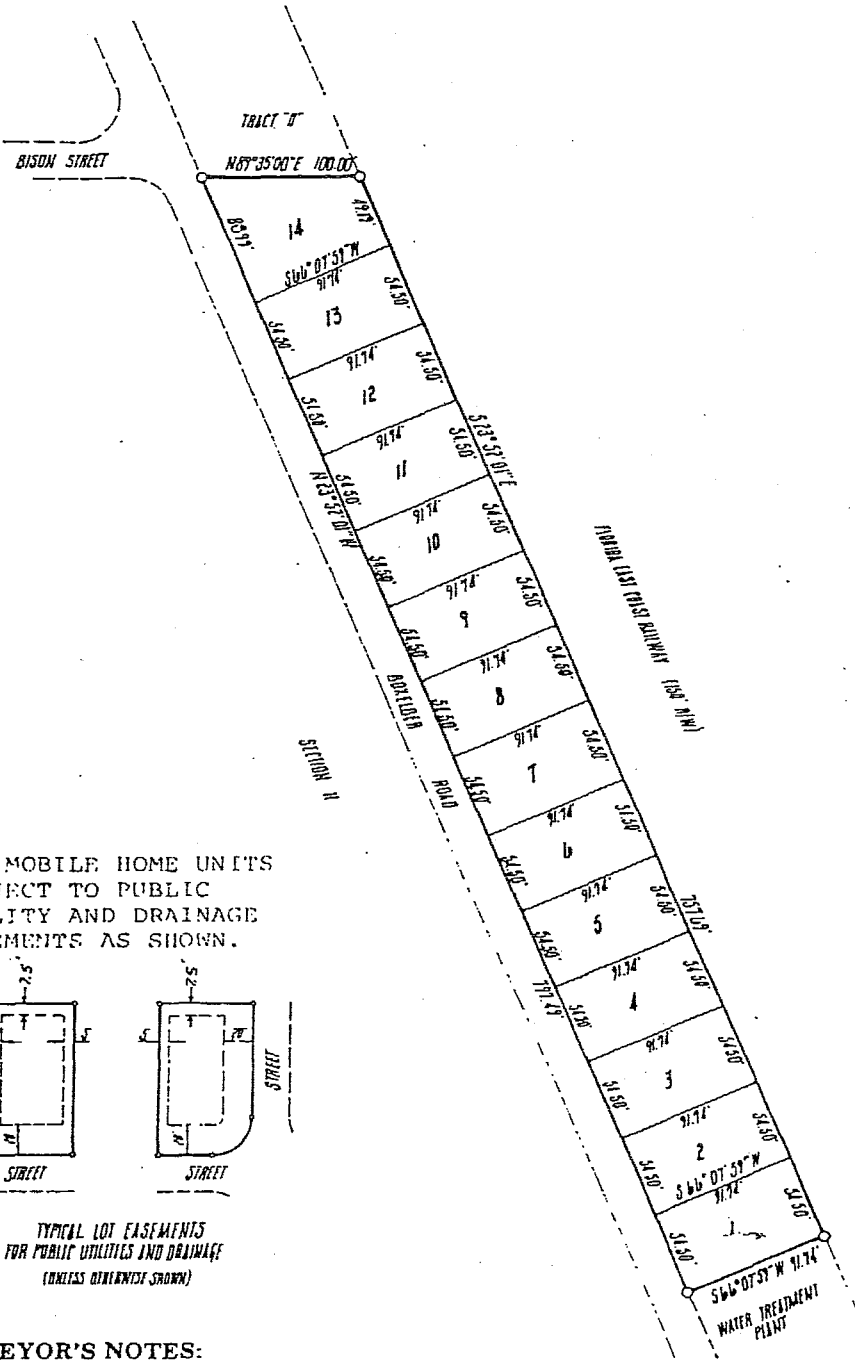
DATE

JOB#

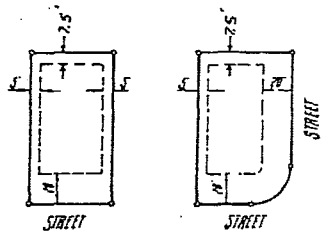
**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
 Palm Bay, Florida 32905  
 (305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
 SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
 WAYS OF RECORD.



ALL MOBILE HOME UNITS  
SUBJECT TO PUBLIC  
UTILITY AND DRAINAGE  
EASEMENTS AS SHOWN.



#### SURVEYOR'S NOTES:

Bearings based on PLAT OF BAYPORT LAKES UNIT 100 PARCELS 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120. Elevations based on \_\_\_\_\_  
Legal description per \_\_\_\_\_

#### PLAT OF SURVEY for:

SECTION 6  
SHOG HARBOR LAKES, A CONDOMINIUM

SHEET 11 OF 11 SHEETS.

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JMC

CHK. BY:

SCALE: 1"=100'

TYPE

DATE

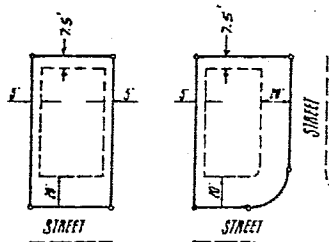
JOB#

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD

ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS SHOWN.



TYPICAL LOT EASEMENTS  
FOR PUBLIC UTILITIES AND DRAINAGE  
(UNLESS OTHERWISE SHOWN)

### SURVEYOR'S NOTES:

Bearings based on FLORIDA PLAT BOOK 100, PLAT 100, P. 100

Legal description per \_\_\_\_\_

SECTION "H" SHUG HARBOR LAKES, A CONDOMINIUM SHEET OF SHEETS

### PLAT OF SURVEY for:

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32909  
(407) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

Certified true and correct to the best of my knowledge and belief and in conformity  
with applicable minimum technical standards set forth by the Florida Board of Land  
Surveyors, pursuant to Section 472.027, Florida Statutes.

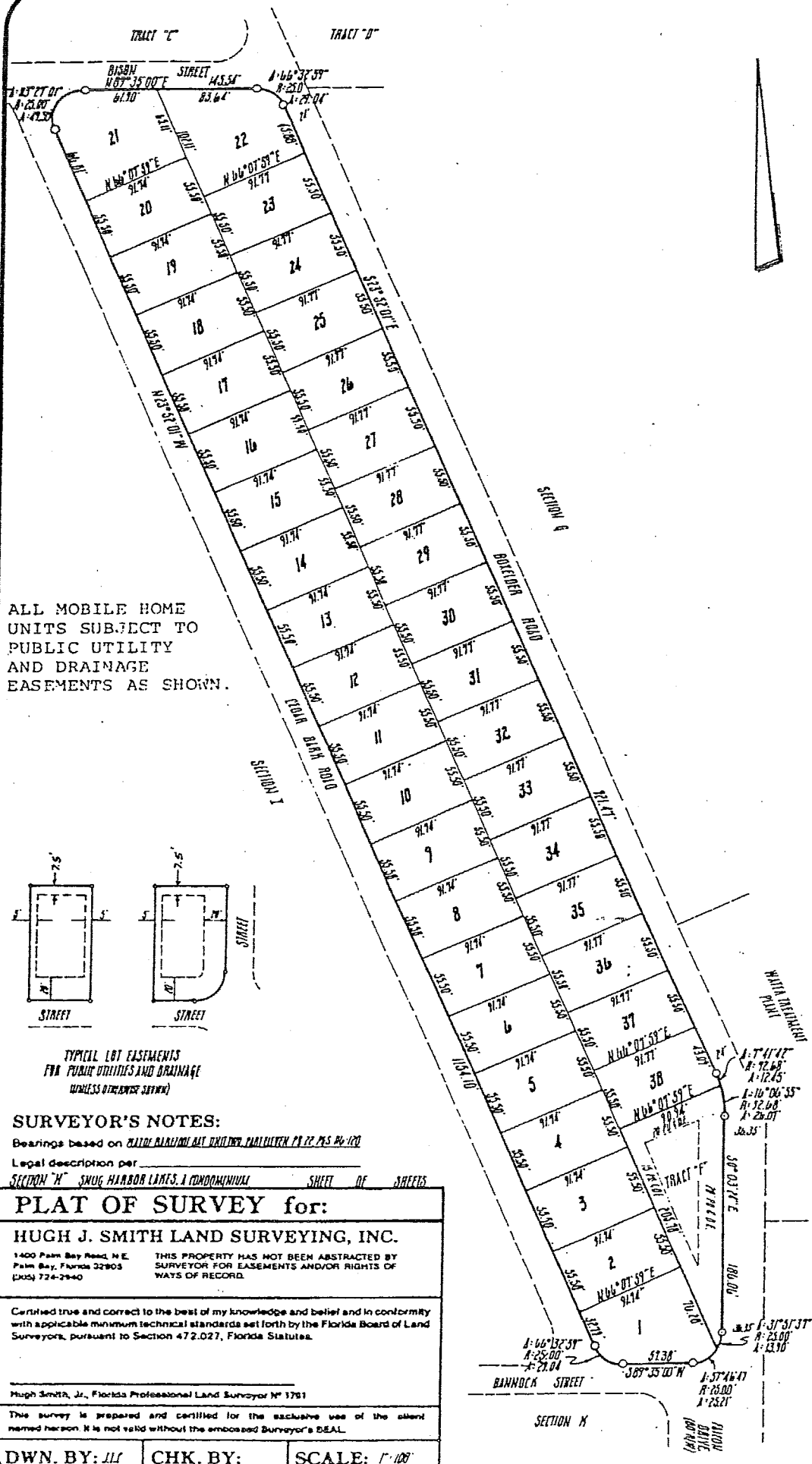
Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client  
named herein. It is not valid without the embossed Surveyor's SEAL.

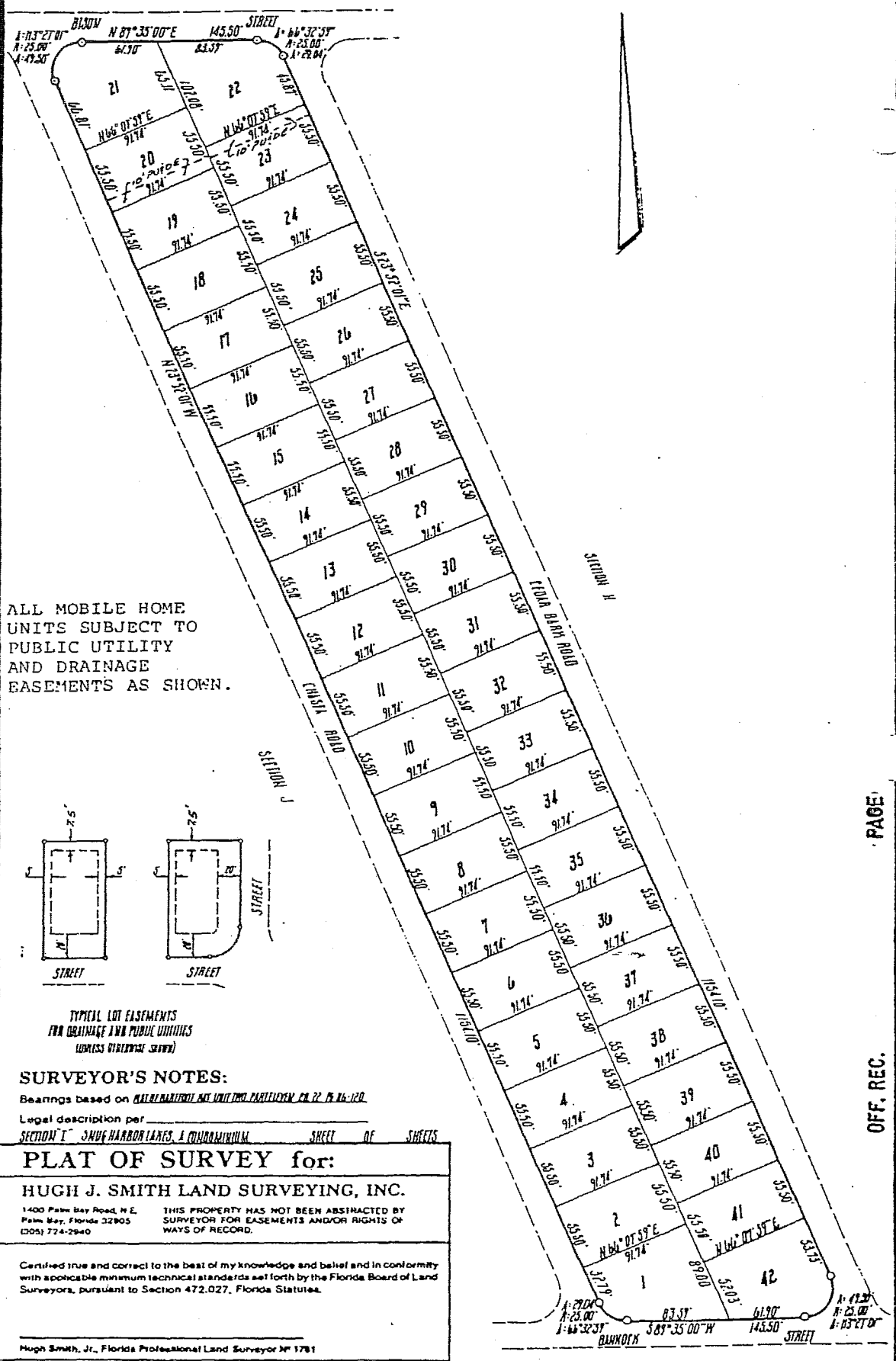
DWN. BY: *HL*

CHK. BY:

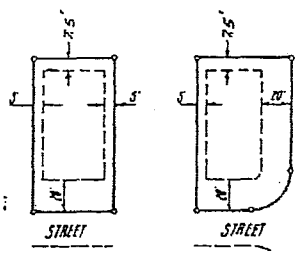
SCALE: 1" = 100'



REC-288  
OFF-REC-288  
PAGE 16



ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS SHOWN.



TYPICAL LOT EASEMENTS  
FOR DRAINAGE AND PUBLIC UTILITIES  
(UNLESS OTHERWISE SHOWN)

**SURVEYOR'S NOTES:**

Bearings based on NAD 83/NAUTICAL UNIT TWO PARTITION PA 22 PA 16-120

Legal description per

SECTION 17, JAMES HARBOR LAKES, A COHABITATION SHEET OF SHEETS

**PLAT OF SURVEY for:**

**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(DOA) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

Certified true and correct to the best of my knowledge and belief and in conformity  
with applicable minimum technical standards set forth by the Florida Board of Land  
Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor #1781

This survey is prepared and certified for the exclusive use of the client  
named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JLC CHK. BY: JLC SCALE: 1"=100'

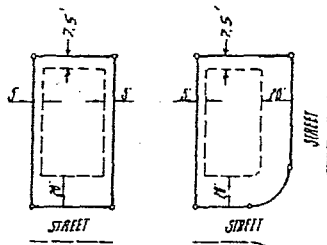
DECLARATION OF CONDOMINIUM

SECTION "X"





ALL MOBILE HOME UNITS  
SUBJECT TO PUBLIC  
UTILITY AND DRAINAGE  
EASEMENTS AS SHOWN.



TYPICAL LOT EASEMENTS  
FOR PUBLIC UTILITIES AND DRAINAGE  
(UNLESS OTHERWISE SHOWN)

#### SURVEYOR'S NOTES:

Bearings based on PLAT OF BAYWOOD UNIT TWO, PART ELEVEN P.B. 22, P. 110-112 Elevations based on \_\_\_\_\_  
Legal description per \_\_\_\_\_

#### PLAT OF SURVEY for:

SECTION J  
SHOW BOUNDARIES & CONDOMINIUM  
SHEET OF SHEETS.

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JUC

CHK. BY:

SCALE: 1"=100'

TYPE

DATE

JOBN\*

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-2940

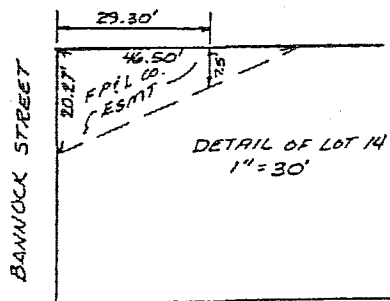
THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

DECLARATION OF CONDOMINIUM OFF. REC.

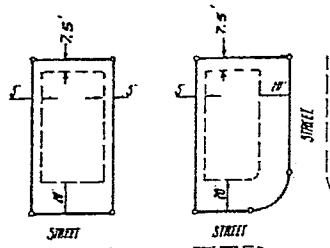
2880

Page PAGE

1692



ALL MOBILE HOME UNITS SUBJECT TO  
PUBLIC UTILITY AND DRAINAGE  
EASEMENTS AS SHOWN.



#### SURVEYOR'S NOTES:

Bearings based on PALEHARBOR LAKES UNIT TWO, PART ELEVEN P.R. 12, 125 PL. 10

Legal description per

SECTION H SWING HARBOR LAKES A CONDOMINIUM SHEET OF SHEETS

#### PLAT OF SURVEY for:

**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32903  
(305) 724-7940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

Certified true and correct to the best of my knowledge and belief and in conformity  
with applicable minimum technical standards set forth by the Florida Board of Land  
Surveyors, pursuant to Section 472.027, Florida Statutes.

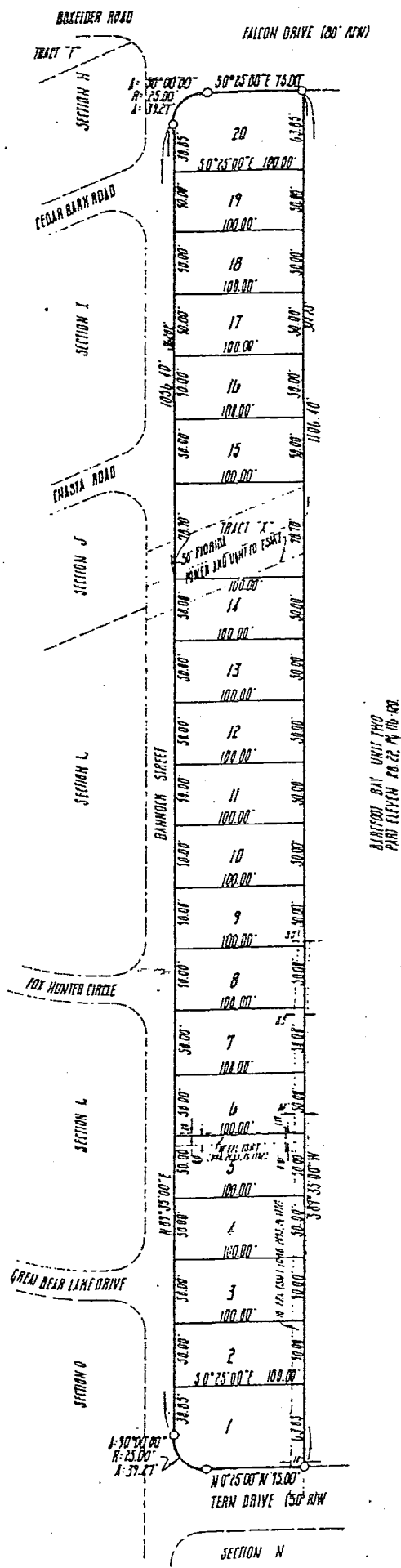
Hugh Smith, Jr., Florida Professional Land Surveyor #1781

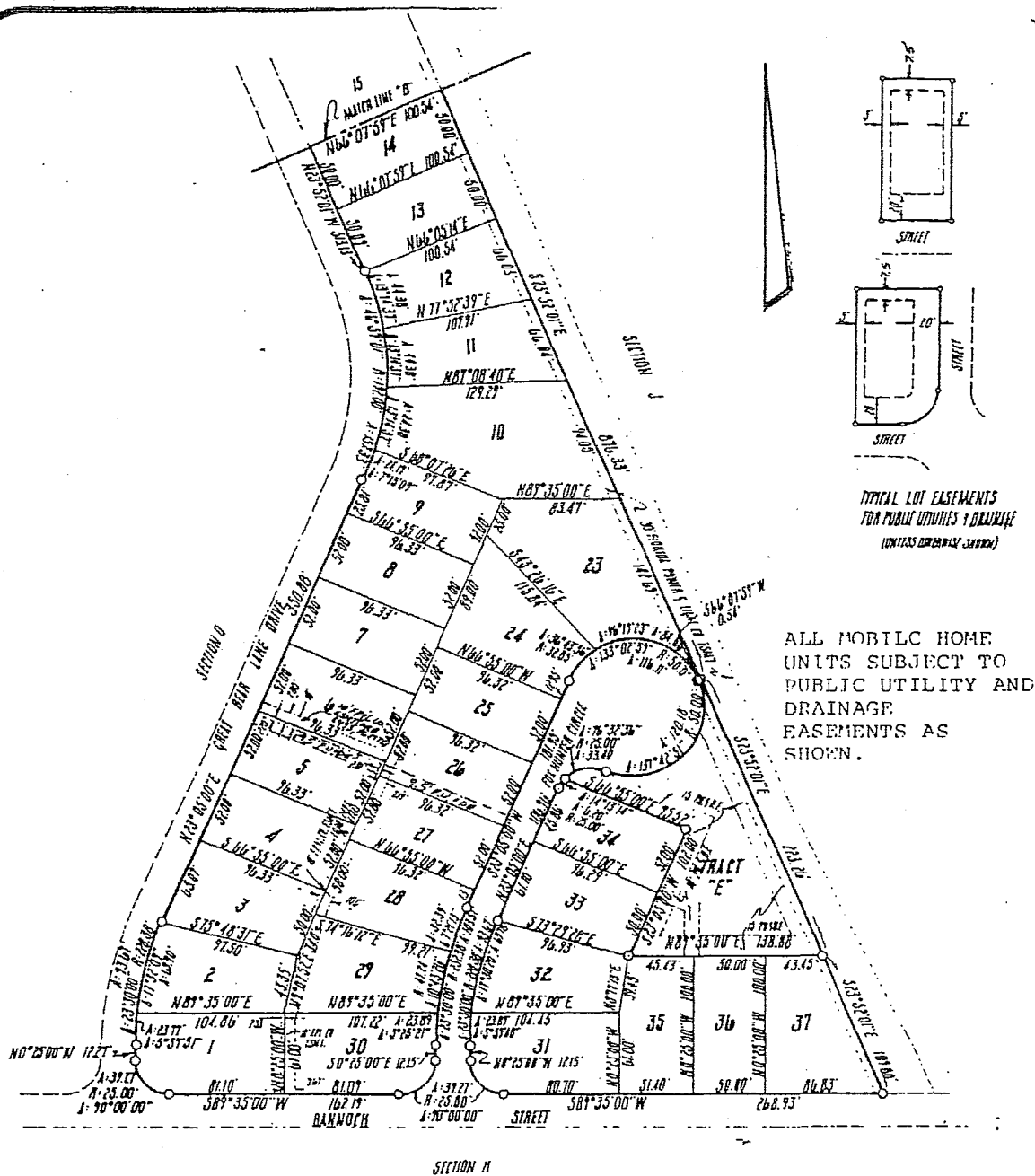
This survey is prepared and certified for the exclusive use of the client  
named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JIC

CHK. BY:

SCALE: 1" = 100'





# **SURVEYOR'S NOTES:**

Bearings based on DATA BY SURVEYOR, BY INSTRUMENT, DATE 10.12.19, 10.12.19 Elevations based on \_\_\_\_\_  
 Legal description per \_\_\_\_\_

## **PLAT OF SURVEY for:**

SECTION 10 - TRACT "E"  
 SHIP LAGOON LAKES, A CONDOMINIUM

SHEET OF SHEETS

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JLC

CHK. BY:

SCALE: 1"=100'

TYPE	DATE	JOBN°

**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
 Palm Bay, Florida 32905  
 (305) 724-2940

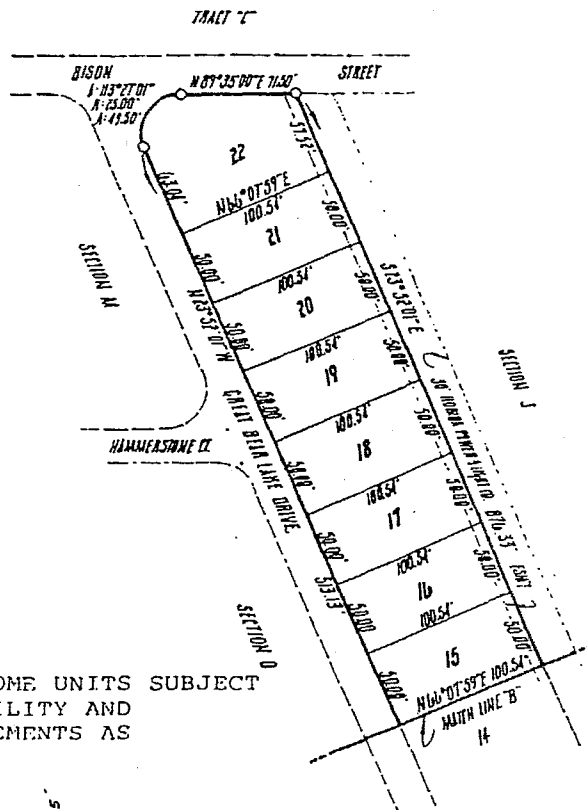
THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD.

DECLARATION OF CONDOMINIUM  
 OFF REC.

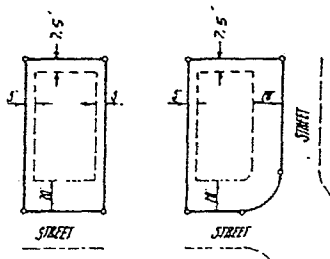
20880

Page 127  
 PAGE

9894



ALL MOBILE HOME UNITS SUBJECT TO PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN.



TYPICAL LOT EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE (UNLESS OTHERWISE SHOWN)

#### SURVEYOR'S NOTES:

Bearings based on PLAT BY ALBERT RAY LINDLAND, PART 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Elevations based on \_\_\_\_\_

Legal description per \_\_\_\_\_

#### PLAT OF SURVEY for:

SECTION 12  
SW 1/4, HARBOR LAKES, A CONDOMINIUM

SHEET OF SHEETS.

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JLC

CHK. BY: \_\_\_\_\_

SCALE: 1"=100'

TYPE

DATE

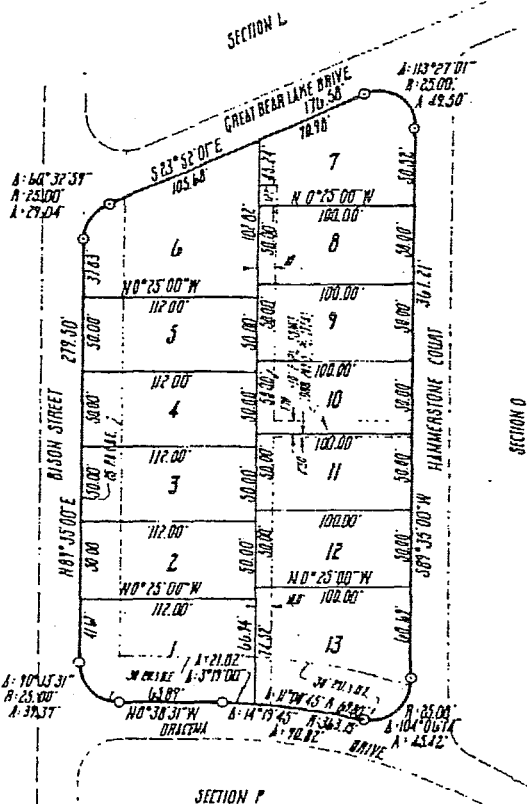
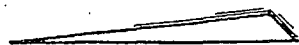
JOBN°

HUGH J. SMITH LAND SURVEYING, INC.

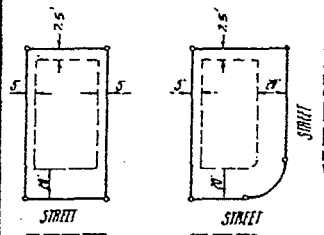
1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 774-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD.

PAG. PAGE!



ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS  
SHOWN.



TYPICAL LOT EASEMENTS  
FOR DRAINAGE AND PUBLIC UTILITIES  
(UNLESS OTHERWISE SHOWN)

#### SURVEYOR'S NOTES:

Bearings based on NATURAL BOUNDARY, BEARING, DISTANCE, PA 12, 15, 16, 17 Elevations based on \_\_\_\_\_  
Legal description per \_\_\_\_\_

#### PLAT OF SURVEY for:

SECTION 14  
SHUG BARRON LAKES, A CONDOMINIUM

SHEET OF SHEETS

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JH

CHK. BY:

SCALE: 1"=100'

TYPE

DATE

JOBN#

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

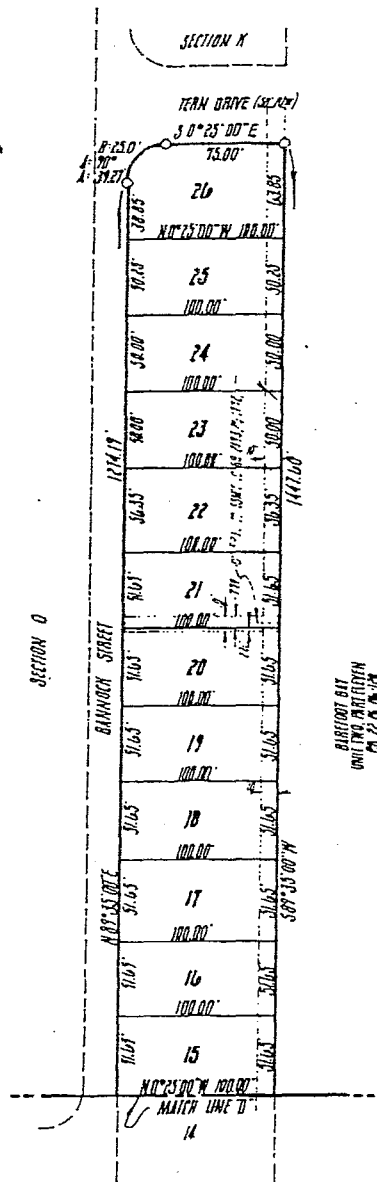
DECLARATION OF CONDOMINIUM

OFF REC.  
OFF REC.  
2880

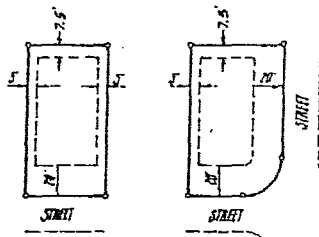
PAGE  
1696

Page 129





ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS SHOWN.



TYPICAL LOT ELEMENTS  
FOR PUBLIC UTILITIES AND DRAINAGE  
(UNLESS OTHERWISE SHOWN)

**SURVEYOR'S NOTES:**

Bearings based on MAP OF AIRPORT, RAIL AND TRAIL PATTERNS, P.B. 22, 16, 170 Elevations based on

Legal description per

## PLAT OF SURVEY for:

SECTION H  
SNUG HARBOR LAKES, A MINNESOTA.

SHEET OF SHEETS.

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named hereon. It is not valid without the embossed Surveyor's SEAL.

TYPE	DATE	JOB N°
------	------	--------

**HUGH J. SM**  
1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

DWN. BY: *ML*

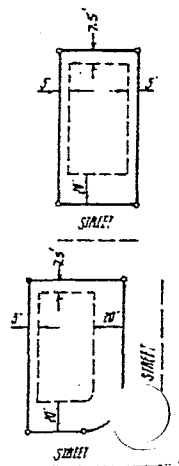
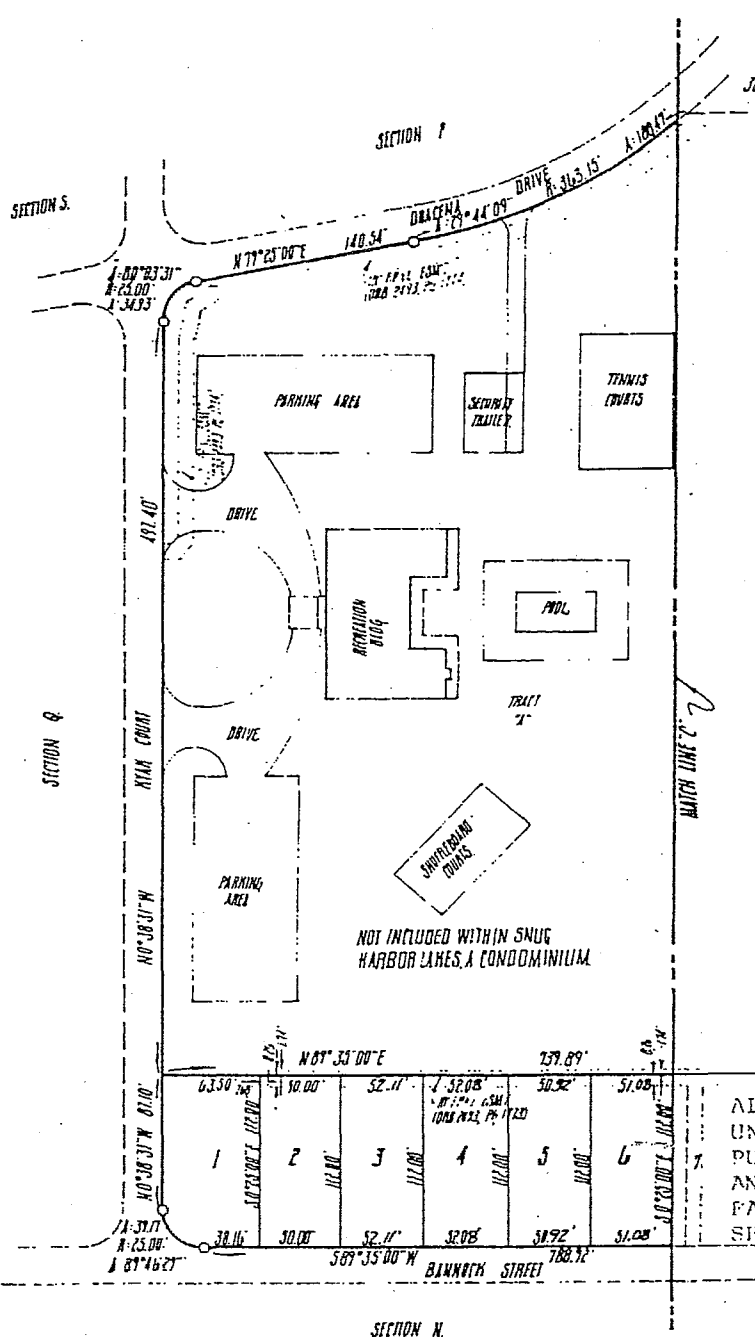
CHK. BY:

SCALE: 1"=100'

DECLARATION OF CONDOMINIUM

PAGE: ~~44~~ Page 131

1698:60



TYPICAL LOT EASEMENTS FOR PUBLIC UTILITIES & DRAINAGE (UNLESS OTHERWISE SHOWN)

ALL MOBILE HOME UNITS SUBJECT TO PUBLIC UTILITY AND DRAINAGE EASEMENTS AS SHOWN.

### SURVEYOR'S NOTES:

Bearings based on PLAT OF MANATEE BAY UNIT TRACT 1A, 22 P. 10-129

Elevations based on \_\_\_\_\_

Legal description per \_\_\_\_\_

### PLAT OF SURVEY for:

SECTION Q - TRACT 1A  
SNUG HARBOR LAKES, A CONDOMINIUM.

SHEET OF SHEETS.

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JL

CHK. BY: \_\_\_\_\_

SCALE: 1"=100'

TYPE

DATE

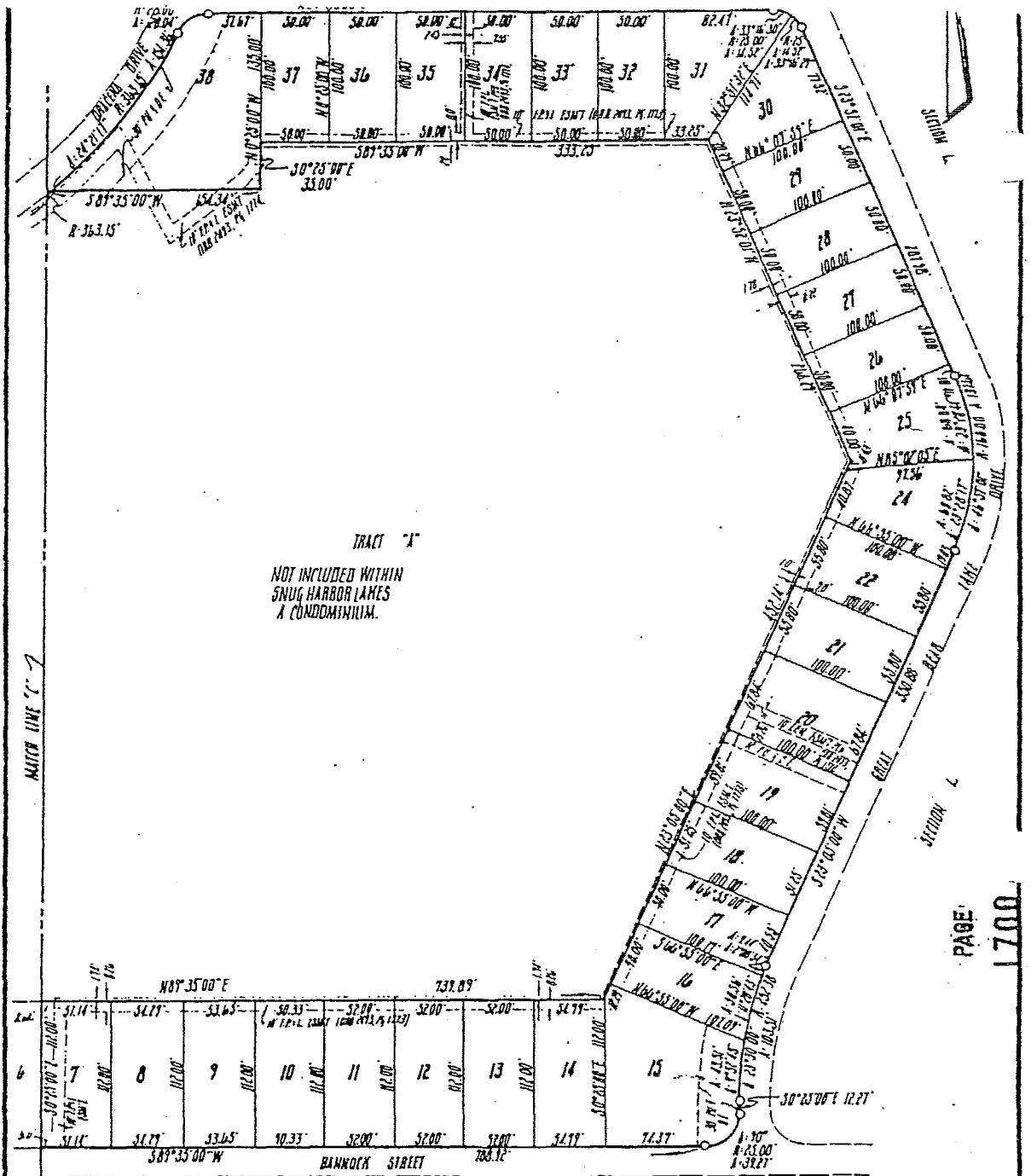
JOBN

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD.





**SURVEYOR'S NOTES:**

SECTION N  
Bearings based on PLAT MAP OF SNUG HARBOR LAKES, TRACT "A", P. 14, 15, 16, 17

Legal description per:

SECTION D - TRACT "A" - SNUG HARBOR LAKES A CONDOMINIUM, UNIT OF SHEETS

**PLAT OF SURVEY for:**

**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32909  
(205) 724-7940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

Certified true and correct to the best of my knowledge and belief and in conformity  
with applicable minimum technical standards set forth by the Florida Board of Land  
Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor #1781

This survey is prepared and certified for the exclusive use of the client  
named herein. It is not valid without the embossed Surveyor's SEAL.

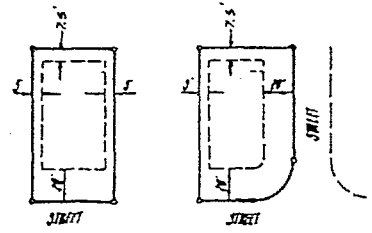
DWN. BY: JC

CHK. BY: REC.

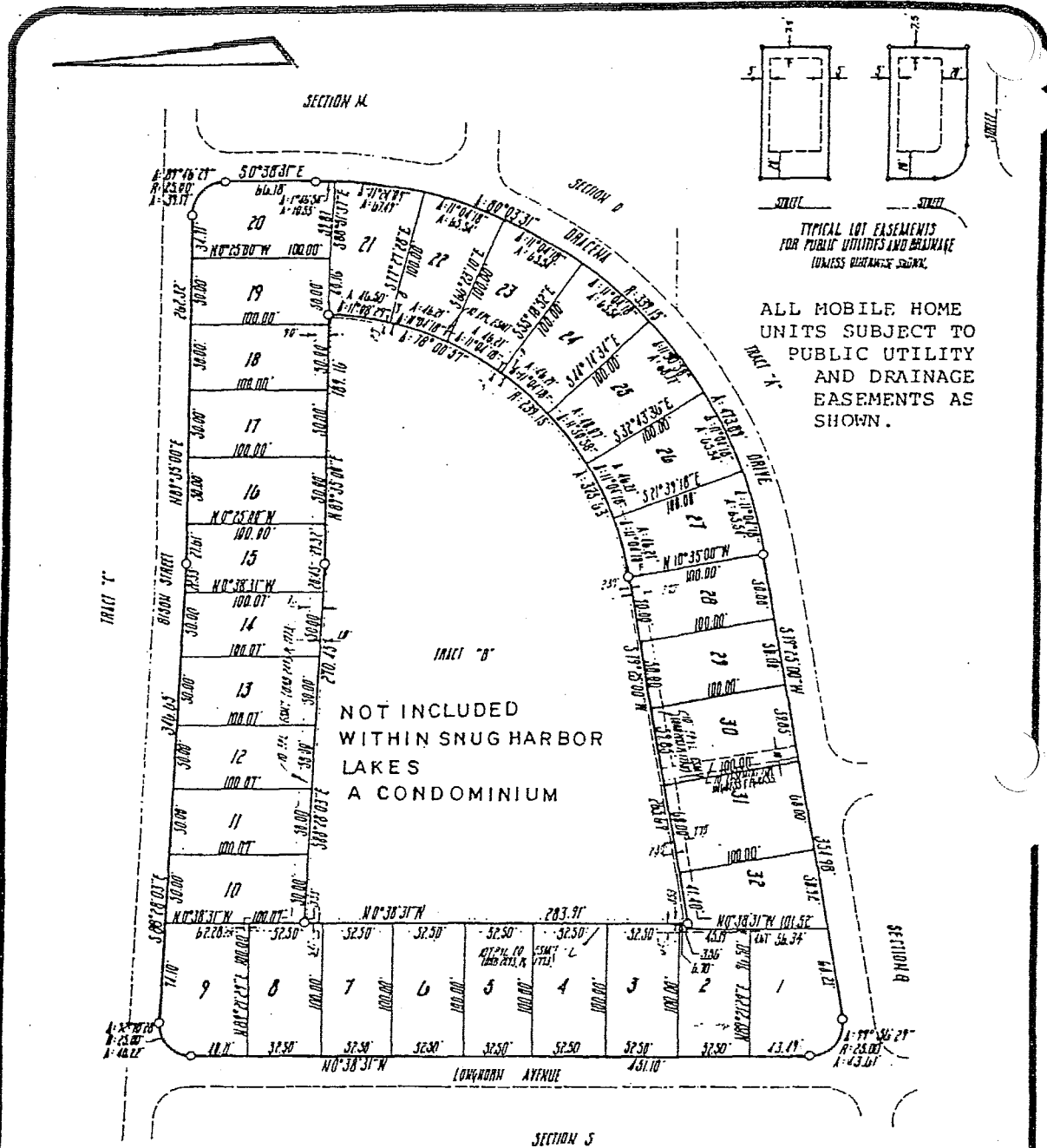
SCALE: 1"=100'

**SECTION N**

ALL MOBILE HOME UNITS SUBJECT  
TO PUBLIC UTILITY AND DRAINAGE  
EASEMENTS AS SHOWN.



TYPICAL LOT EASEMENTS  
FOR PUBLIC UTILITIES AND DRAINAGE.  
(EXCEPT WHERE SHOWN)



# **SURVEYOR'S NOTES:**

Bearings based on PLAT OF SNUG HARBOR LAKES A CONDOMINIUM, PL. 32, P. 116-120 Elevations based on \_\_\_\_\_  
 Legal description per \_\_\_\_\_

## **PLAT OF SURVEY for:**

SECTION P - TRACT "B"  
 SNUG HARBOR LAKES, A CONDOMINIUM.

SHEET OF SHEETS.

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JK

CHK. BY: \_\_\_\_\_

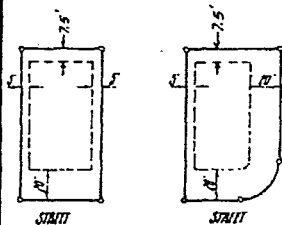
SCALE: 1" = 100'

TYPE	DATE	JOBN°

**HUGH J. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
 Palm Bay, Florida 32905  
 (305) 724-2940

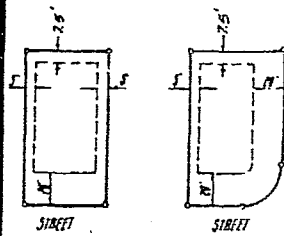
THIS PROPERTY HAS NOT BEEN ABSTRACTED BY SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF WAYS OF RECORD.

[illegible]

Bearings based on PLANNING MAP UNIT TWO PLANNING PR. 22 PL 16-1170. Elevations based on \_\_\_\_\_  
 Legal description per \_\_\_\_\_

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS SHOWN.



### SURVEYOR'S NOTES:

Bearings based on PLAT OF BARRINGTON LAKES, A CONDOMINIUM, 2022 76 100-100. Elevations based on \_\_\_\_\_

Legal description per \_\_\_\_\_

### PLAT OF SURVEY for:

SECTION R  
SOUTH BARRINGTON LAKES, A CONDOMINIUM.

SHEET OF SHEETS

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JLC

CHK. BY:

SCALE: 1"=100'

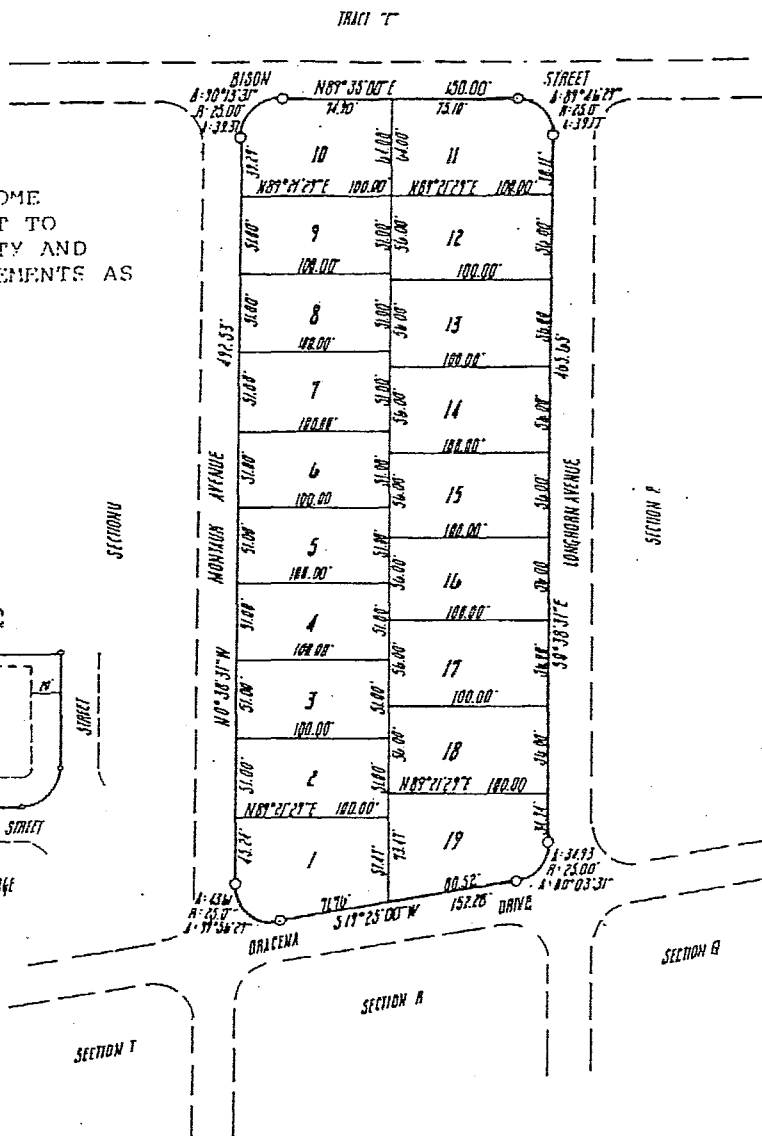
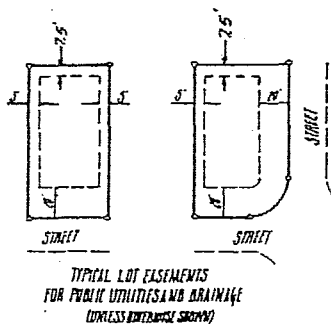
TYPE DATE JOB#

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY AND  
DRAINAGE EASEMENTS AS  
SHOWN.



#### SURVEYOR'S NOTES:

Bearings based on PLAT OF BAY/1001 BAY UNIT TRW, PLAT ELEV. 26.22, 26.10, 120 Elevations based on \_\_\_\_\_  
Legal description per \_\_\_\_\_

#### PLAT OF SURVEY for:

SECTION 8,  
SWOPE KANAWA LAKES, 1 CONDOMINIUM.

SHEET OF SHEETS.

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named hereon. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JLC

CHK. BY:

SCALE: 1" = 100'

TYPE

DATE

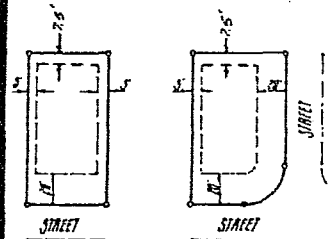
JOBN°

HUGHJ. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32906

305-724-2800

ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS SHOWN.



TYPICAL LOT EASEMENTS  
FOR PUBLIC UTILITIES AND DRAINAGE  
(UNLESS OTHERWISE SHOWN)

#### SURVEYOR'S NOTES:

Bearings based on PLAT OF BIANCOCH, LOT UNIT TWO, PARCELS 20, 22, 24, 26, 28 Elevations based on \_\_\_\_\_

Legal description per \_\_\_\_\_

#### PLAT OF SURVEY for:

SECTION 7  
SNOG HARBOR LAKES, A CONDOMINIUM

SHEET OF SHEETS

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named hereon. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JLC

CHK. BY:

SCALE: 1"=100'

TYPE

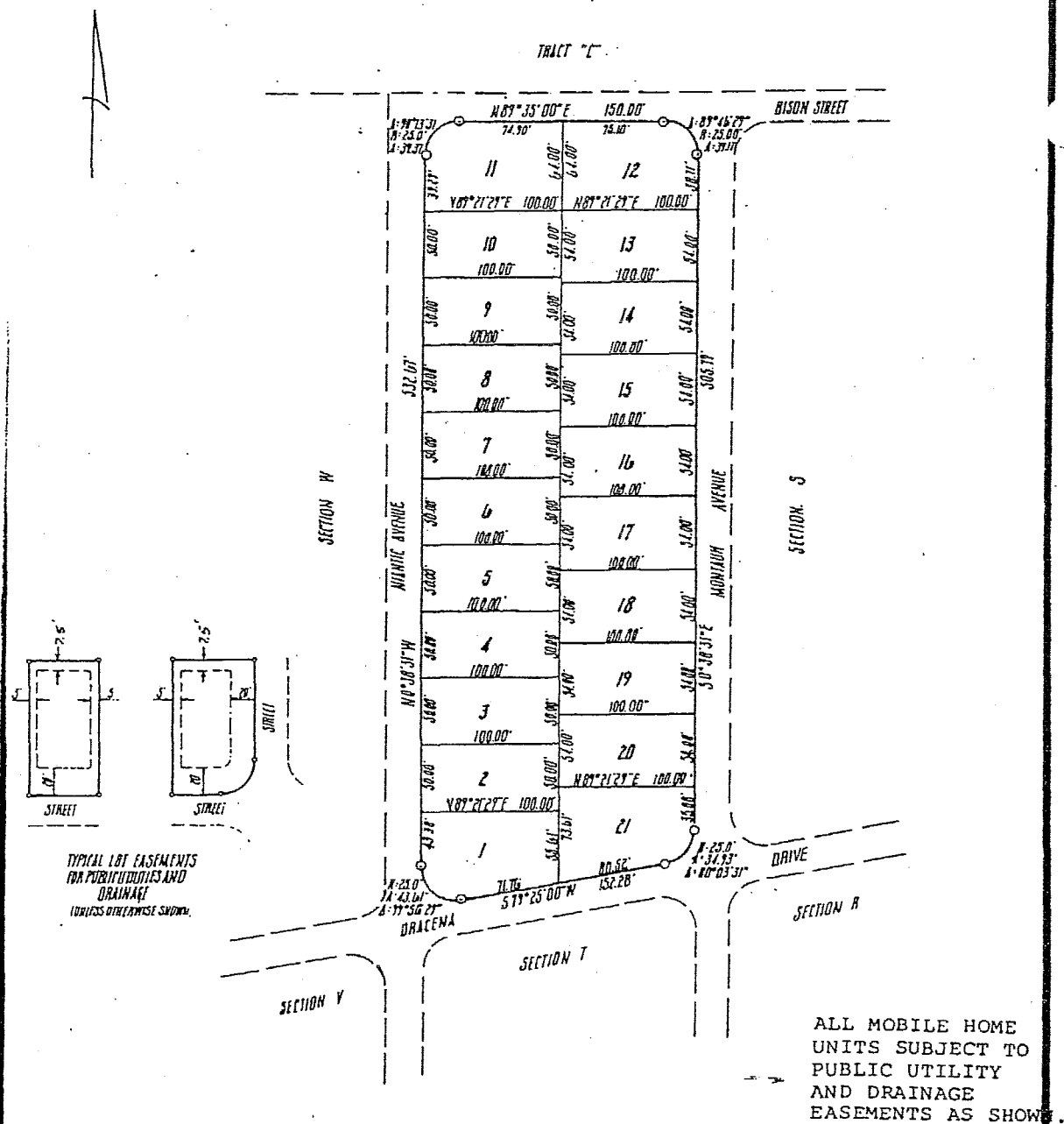
DATE

JOBN#

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road, N.E.  
Palm Bay, Florida 32905  
(305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.



# **SURVEYOR'S NOTES:**

Bearings based on PLAT OF RABBIT CREEK UNIT TWO, PART ELEVEN, PG. 22, PL. 111. Elevations based on \_\_\_\_\_  
 Legal description per \_\_\_\_\_

## **PLAT OF SURVEY for:**

**SECTION 11**  
**SWAN RABBIT LANE, A CONDOMINIUM.**

**SHEET OF SHEETS**

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: *JS*

CHK. BY:

SCALE: 1" = 100'

TYPE	DATE	JOBN*

**HUGHJ. SMITH LAND SURVEYING, INC.**

1400 Palm Bay Road, N.E.  
 Palm Bay, Florida 32906

305-724-7940

DECLARATION OF CONDOMINIUM

Page 139

OFF. REC  
 2888

PAGE

17060

TYPICAL LOT EASEMENTS  
FOR PUBLIC UTILITIES AND DRAINAGE  
(UNLESS OTHERWISE SHOWN)

**SURVEYOR'S NOTES:**

Bearings based on PLAT OF BARFOOT BAY UNIT TWO, PART ELEVEN PB 22 P. 5. N-6-700 Elevations based on

Legal description per.

## PLAT OF SURVEY for:

SECTION V  
THE LATTER LAYS, A CONDOMINIUM

SWIFT 11 SHIRTS

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Hugh Smith, Jr., Florida Professional Land Surveyor No. 1761

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's SEAL.

DWN. BY: JMC

CHK. BY:

SCALE: 1" = 100'

TYPE

DATE \_\_\_\_\_

JOB N°

HUGH J. SMITH LAND SURVEYING, INC.

1400 Palm Bay Road NE  
Palm Bay, Florida 32909  
(305) 724-2940

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
SURVEYOR FOR EASEMENTS AND/OR RIGHTS OF  
WAYS OF RECORD.

ALL MOBILE HOME  
UNITS; SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS HO







Exhibit H  
to  
Declaration of Condominium  
Schedule of Percentage of Common Property  
and Common Surplus

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

## EXHIBIT H

TO

## DECLARATION OF CONDOMINIUM

## SCHEDULE OF PERCENTAGE OF COMMON

## PROPERTY AND COMMON SURPLUS

Section Number	Mobile Home Unit Number	Percentage of Ownership	Section Number	Mobile Home Unit Number	Percentage of Ownership
G	1	1/339	I	8	1/339
G	2	1/339	I	9	1/339
G	3	1/339	I	10	1/339
G	4	1/339	I	11	1/339
G	5	1/339	I	12	1/339
G	6	1/339	I	13	1/339
G	7	1/339	I	14	1/339
G	8	1/339	I	15	1/339
G	9	1/339	I	16	1/339
G	10	1/339	I	17	1/339
G	11	1/339	I	18	1/339
G	12	1/339	I	19	1/339
G	13	1/339	I	20	1/339
G	14	1/339	I	21	1/339
H	1	1/339	I	23	1/339
H	2	1/339	I	24	1/339
H	3	1/339	I	25	1/339
H	4	1/339	I	26	1/339
H	5	1/339	I	27	1/339
H	6	1/339	I	28	1/339
H	9	1/339	I	29	1/339
H	10	1/339	I	30	1/339
H	11	1/339	I	31	1/339
H	12	1/339	I	32	1/339
H	13	1/339	I	33	1/339
H	14	1/339	I	34	1/339
H	15	1/339	I	35	1/339
H	16	1/339	I	36	1/339
H	17	1/339	I	37	1/339
H	18	1/339	I	38	1/339
H	19	1/339	I	39	1/339
H	20	1/339	I	40	1/339
H	21	1/339	I	41	1/339
H	22	1/339	I	42	1/339
H	23	1/339	J	1	1/339
H	24	1/339	J	2	1/339
H	25	1/339	J	3	1/339
H	26	1/339	J	4	1/339
H	27	1/339	J	5	1/339
H	28	1/339	J	6	1/339
H	30	1/339	J	7	1/339
H	31	1/339	J	8	1/339
H	32	1/339	J	9	1/339
H	33	1/339	J	10	1/339
H	36	1/339	J	11	1/339
H	37	1/339	J	12	1/339
H	38	1/339	J	13	1/339
I	1	1/339	J	14	1/339
I	2	1/339	J	15	1/339
I	3	1/339	J	16	1/339
I	4	1/339	J	17	1/339
I	5	1/339	J	18	1/339
I	6	1/339	J	19	1/339
I	7	1/339	J	20	1/339

EXHIBIT H TO DECLARATION OF CONDOMINIUM  
DECLARATION OF CONDOMINIUM

OFF. REC.

2880

PAGE

143

1710

<u>Section Number</u>	<u>Mobile Home Unit Number</u>	<u>Percentage of Ownership</u>	<u>Section Number</u>	<u>Mobile Home Unit Number</u>	<u>Percentage of Ownership</u>
J	21	1/339	M	8	1/339
J	22	1/339	M	9	1/339
J	23	1/339	M	10	1/339
K	1	1/339	M	11	1/339
K	2	1/339	M	12	1/339
K	5	1/339	N	1	1/339
K	6	1/339	N	2	1/339
K	7	1/339	N	3	1/339
K	8	1/339	N	4	1/339
K	9	1/339	N	5	1/339
K	10	1/339	N	6	1/339
K	11	1/339	N	7	1/339
K	12	1/339	N	8	1/339
K	13	1/339	N	9	1/339
K	14	1/339	N	10	1/339
K	16	1/339	N	12	1/339
K	17	1/339	N	15	1/339
K	18	1/339	N	18	1/339
K	19	1/339	N	19	1/339
K	20	1/339	N	20	1/339
L	1	1/339	N	21	1/339
L	2	1/339	N	25	1/339
L	3	1/339	N	26	1/339
L	4	1/339	O	2	1/339
L	5	1/339	O	9	1/339
L	6	1/339	O	10	1/339
L	7	1/339	O	13	1/339
L	8	1/339	O	14	1/339
L	9	1/339	O	15	1/339
L	10	1/339	O	17	1/339
L	11	1/339	O	18	1/339
L	12	1/339	O	19	1/339
L	13	1/339	O	20	1/339
L	14	1/339	O	21	1/339
L	15	1/339	O	22	1/339
L	16	1/339	O	25	1/339
L	17	1/339	O	26	1/339
L	18	1/339	O	27	1/339
L	19	1/339	O	28	1/339
L	20	1/339	O	29	1/339
L	21	1/339	O	30	1/339
L	22	1/339	O	31	1/339
L	23	1/339	O	32	1/339
L	24	1/339	O	33	1/339
L	25	1/339	O	34	1/339
L	26	1/339	O	36	1/339
L	27	1/339	O	38	1/339
L	28	1/339	P	1	1/339
L	29	1/339	P	2	1/339
L	30	1/339	P	3	1/339
L	31	1/339	P	8	1/339
L	32	1/339	P	9	1/339
L	33	1/339	P	10	1/339
L	34	1/339	P	14	1/339
L	35	1/339	P	15	1/339
L	36	1/339	P	17	1/339
L	37	1/339	P	18	1/339
M	1	1/339	P	19	1/339
M	2	1/339	P	20	1/339
M	3	1/339	P	21	1/339
M	4	1/339	P	22	1/339
M	5	1/339	P	23	1/339
M	6	1/339	P	27	1/339
M	7	1/339	P	28	1/339

Section Number	Mobile Home Unit Number	Percentage of Ownership	Section Number	Mobile Home Unit Number	Percentage of Ownership
P	29	1/339	T	6	1/339
P	30	1/339	T	7	1/339
P	32	1/339	T	8	1/339
Q	1	1/339	T	9	1/339
Q	2	1/339	T	11	1/339
Q	3	1/339	T	12	1/339
Q	5	1/339	T	13	1/339
Q	6	1/339	T	15	1/339
Q	7	1/339	T	16	1/339
Q	8	1/339	T	18	1/339
Q	9	1/339	U	1	1/339
Q	10	1/339	U	2	1/339
Q	12	1/339	U	3	1/339
Q	14	1/339	U	4	1/339
Q	15	1/339	U	5	1/339
Q	22	1/339	U	6	1/339
R	1	1/339	U	7	1/339
R	2	1/339	U	8	1/339
R	3	1/339	U	9	1/339
R	4	1/339	U	10	1/339
R	5	1/339	U	11	1/339
R	6	1/339	U	12	1/339
R	7	1/339	U	13	1/339
R	8	1/339	U	14	1/339
R	9	1/339	U	15	1/339
R	11	1/339	U	16	1/339
R	14	1/339	U	18	1/339
R	15	1/339	U	18	1/339
R	16	1/339	U	29	1/339
R	17	1/339	U	20	1/339
R	18	1/339	U	21	1/339
R	19	1/339	V	3	1/339
R	20	1/339	V	4	1/339
S	3	1/339	V	5	1/339
S	4	1/339	V	6	1/339
S	5	1/339	V	7	1/339
S	6	1/339	V	8	1/339
S	7	1/339	V	9	1/339
S	8	1/339	V	10	1/339
S	9	1/339	W	1	1/339
S	12	1/339	W	2	1/339
S	13	1/339	W	3	1/339
S	14	1/339	W	4	1/339
S	15	1/339	W	5	1/339
S	16	1/339	W	6	1/339
S	17	1/339	W	7	1/339
S	19	1/339	W	8	1/339
T	1	1/339	W	9	1/339
T	2	1/339	W	10	1/339
T	3	1/339	W	11	1/339
T	4	1/339	W	12	1/339
T	5	1/339			1/339

EXHIBIT H TO DECLARATION OF CONDOMINIUM  
DECLARATION OF CONDOMINIUM OFF. REC.

2880

1712

145

ARTICLES OF INCORPORATION  
OF  
SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

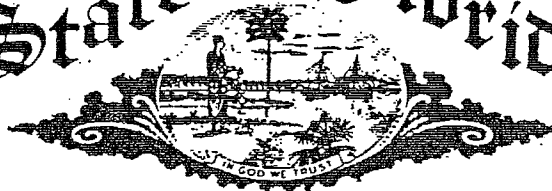
ARTICLES OF INCORPORATION

TABLE OF CONTENTS

	Page
1.0 Name of Corporation	149
2.0 Purpose of Corporation	149
3.0 Powers of Corporation	149
4.0 Membership and Voting Rights	151
5.0 Term of Existence	152
6.0 Incorporators	152
7.0 Management of the Corporation	152
8.0 Indemnification of Officers	153
9.0 Principal Office	153
10.0 Initial Registered Office Directors	153
11.0 Adoption of Bylaws	154
12.0 Amendments	154



# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 18, 1987, as shown by the records of this office.

The document number of this corporation is N23969.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
18th day of December, 1987.



CR2E022 (8-87)

*Jim Smith*

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.  
(A Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the law of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

1.0 NAME OF CORPORATION

1.1 The name of the corporation shall be:

SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

2.0 PURPOSE OF CORPORATION

2.1 The purposes and objects of the Corporation shall be the maintenance, management and operation of all of the condominium properties of SNUG HARBOR LAKES, A CONDOMINIUM, hereinafter and in these Articles of Incorporation referred to as the "CONDOMINIUM," a condominium regime to be established in accordance with the laws of the State of Florida, and to undertake the performance of acts and duties incident to the maintenance, management and operation of said CONDOMINIUM in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be recorded among the public records of Brevard County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership, which instrument is hereinafter referred to as the "Declaration," and to own, operate, lease, sell, trade or otherwise deal with such property, whether real or personal, as may be necessary or convenient in the management of said CONDOMINIUM. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

2.2 To act as a member of Snug Harbor Master Association, Inc., a Florida Corporation Not For Profit, and to exercise its powers, duties, rights and obligations pursuant to the Articles of Incorporation, Bylaws, Rules and Regulations, and any other documents establishing or imposing said powers, duties, rights, and obligations upon Snug Harbor Condominium Association, Inc.

3.0 POWERS OF THE CORPORATION

3.1 The Corporation shall have all of the powers and privileges granted to Corporations Not For Profit under the laws pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida, including Section 718, Florida Statutes, commonly referred to as the "Condominium Act."

3.2 The Corporation shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to the following:

- 3.2.1 To make and establish reasonable rules and regulations and amendments thereto governing the use of MOBILE HOME UNITS and COMMON PROPERTY of the CONDOMINIUM and in and about the lands incidental thereto, as said terms may be defined in the Declaration.
- 3.2.2 To levy against and collect assessments from members of the ASSOCIATION and against members' MOBILE HOME UNITS to defray the common expense of the CONDOMINIUM as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted and amended from time to time, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property whether real or personal, including MOBILE HOME UNITS in the CONDOMINIUM, and which may be necessary or convenient in the operation and management of the CONDOMINIUM and in accomplishing the purposes set forth in the Declaration.
- 3.2.3 To levy against and collect assessments from members of the Association and against member MOBILE HOME UNITS in order to pay the RECREATION AREA NOTE according to its terms and for the further purposes of paying the Assessments of SNUG HARBOR MASTER ASSOCIATION, INC. when due.
- 3.2.4 To lease, maintain, repair, replace, operate and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the CONDOMINIUM property and to grant easements, rights of way, and cross easements to third parties; provided, however, that the ASSOCIATION shall not charge any fee against a unit owner for use of the Common Property unless such use is the subject of a lease between the unit owner and the ASSOCIATION.
- 3.2.5 To contract for the management of the CONDOMINIUM and to delegate to such contractor all of the powers and duties of the Corporation except those which may be required by the Declaration to have approval of the Board of Directors or membership of the Corporation.
- 3.2.6 To enforce the provisions of the Declaration, these Articles of Incorporation, the Bylaws of the Corporation which may be hereafter adopted, and the Rules and Regulations governing the use of the CONDOMINIUM as same may be hereafter established or amended.
- 3.2.7 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to lands of the CONDOMINIUM, for the use or benefit of the owners of the MOBILE HOME UNITS, all as may be deemed by the Board of Directors to be in the best interest of the Corporation.

- 3.2.8 To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted or imposed upon the Corporation pursuant to the Declaration.
- 3.2.9 To acquire title to property or otherwise hold property for the use and benefit of its members.
- 3.2.10 To administer, enforce, carry out and perform all of its acts, functions, rights and duties as a member of Snug Harbor Master Association, Inc., pursuant to the Articles of Incorporation, Bylaws, Rules and Regulations, and any other documents establishing or imposing said powers, duties, rights, and obligations upon Snug Harbor Lakes Condominium Association, Inc.

#### 4.0 MEMBERSHIP AND VOTING RIGHTS

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

- 4.1.1 The owners of MOBILE HOME UNITS in the CONDOMINIUM shall be members of the ASSOCIATION, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 4.1.5 of Article 4.0 of these Articles.

- 4.1.2 Membership shall be established by the acquisition of fee title to a MOBILE HOME UNIT in the CONDOMINIUM or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon said party's being divested of all such interest in any MOBILE HOME UNIT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more MOBILE HOME UNITS, so long as such party shall retain title to or a fee ownership interest in any MOBILE HOME UNIT.

- 4.1.3 The interest of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to said member's MOBILE HOME UNIT. The funds and assets of the ASSOCIATION shall belong solely to the ASSOCIATION subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and the Bylaws which may be hereafter adopted.

- 4.1.4 On all matters on which the membership shall be entitled to vote, ~~there shall be a total of one hundred votes to be cast. Said votes shall be apportioned and cast in accordance with the percentage of ownership of COMMON PROPERTY apportioned to each MOBILE HOME UNIT, which percentage of ownership is delineated in Exhibit "H" to the Declaration of Condominium.~~ Should any member own more than one (1) MOBILE HOME UNIT, such member shall be entitled to exercise or cast as many votes as may be allocated to the MOBILE HOME UNITS owned in the manner provided in the Bylaws.

4.1.5 Until such time as the CONDOMINIUM is submitted to CONDOMINIUM ownership by the recordation of a Declaration of Condominium, the membership of the Corporation shall be comprised of incorporators of the Corporation, each of which shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

5.0 TERM OF EXISTENCE

5.1 The Corporation shall have perpetual existence.

6.0 INCORPORATORS

6.1 The names and addresses of the incorporators of this Corporation are as follows:

Lewis R. Pearce            2255 North Courtenay Parkway  
                                 Merritt Island, FL 32953

Marcia A. Day            2255 North Courtenay Parkway  
                                 Merritt Island, FL 32953

Kay Gallop                2255 North Courtenay Parkway  
                                 Merritt Island, FL 32953

7.0 MANAGEMENT OF THE CORPORATION

7.1 The affairs of the Corporation shall be administered by the Officers of the Corporation under the direction of the Board of Directors. The Board of Directors, at the time of the annual meeting and after their election by the members, shall convene and thereupon elect such Officers as the Board of Directors may deem appropriate. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent or such other managerial and supervisory personnel or entities to administer or assist in the maintenance, management and operation of the CONDOMINIUM and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

7.2 Directors: The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of a succeeding Board shall be as provided from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the members as provided by the Bylaws of the Corporation. Each member of the Board of Directors shall be a member of the Corporation or shall be an authorized representative, officer or employee of a corporate member of the Corporation. The DEVELOPER may designate and select the person or persons to serve as a member or members of each said Board of Directors while the DEVELOPER is in control of the ASSOCIATION in the manner provided in the Bylaws of the Corporation. Any such person appointed by DEVELOPER to serve on the Board of Directors of the Corporation need not be an owner of a MOBILE HOME UNIT or a contract vendee thereof.

7.3 First Board of Directors: The names and post office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the Bylaws, and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

Paul L. Gould

2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Robert Roth

2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Victoria Dorado

2255 N. Courtenay Parkway  
Merritt Island, FL 32953

7.4 Officers: The Board of Directors, at the time of the Annual Meeting and after their election by the members of the Corporation, shall convene and thereupon elect a President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

7.5 First Officers: The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

PRESIDENT	Paul L. Gould
VICE PRESIDENT	Robert Roth
SECRETARY	Victoria Dorado
TREASURER	Victoria Dorado

#### 8.0 INDEMNIFICATION OF OFFICERS AND DIRECTORS

8.1 Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that any claim for reimbursement or indemnification herein shall apply only if the Board of Directors approves such indemnification and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

#### 9.0 PRINCIPAL OFFICE

9.1 The principal office of the Corporation shall be located at 7600 U.S. #1, Micco, Florida 32958, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### 10.0 INITIAL REGISTERED OFFICE AND AGENT

10.1 The street address of the initial registered office of the Corporation is 2255 North Courtenay Parkway, Merritt Island, Florida 32953. The name of the initial agent of this

Corporation at that address is Lewis R. Pearce.

11.0 ADOPTION OF BYLAWS

- 11.1 The original Bylaws of the Corporation shall be adopted by a majority vote of the members of the first Board of Directors of the Corporation present at the first meeting of said Board of Directors at which a quorum is present, and thereafter such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.

12.0 AMENDMENTS

- 12.1 An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the MOBILE HOME UNITS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting, in accordance with the provisions of the Bylaws of the ASSOCIATION. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members entitled to vote not less than ~~seventy five (75%)~~ of the total votes in the ASSOCIATION in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with the said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date of which the same are so registered.
- 12.2 If all of the Directors and all of the members eligible to vote shall execute an instrument amending these Articles of Incorporation, the same shall constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall not be necessary for the meeting otherwise prescribed above to be held.
- 12.3 Notwithstanding anything contained herein to the contrary, the members may amend these Articles of Incorporation, without any act of the Directors, at a meeting for which notice of the changes to be made is given.
- 12.4 Notwithstanding the foregoing provisions of this Article, no Amendment to these Articles of Incorporation which shall abridge, amend or alter the right of DEVELOPER to designate and select members of each Board of Directors of the Corporation, as provided in Article 7.0 hereof, may be adopted or become effective without the prior written consent of DEVELOPER.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seal this 17th day of December, 1987.

/s/ LEWIS R. PEARCE (SEAL)  
LEWIS R. PEARCE

/s/ MARCIA A. DAY (SEAL)  
MARCIA A. DAY

/s/ KAY GALLOP (SEAL)  
KAY GALLOP

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared LEWIS R. PEARCE, who, being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this 17th day of December, 1987.

My Commission Expires:  
(Seal)

/s/ ROSEANN T. SEAMAN  
Notary Public

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared MARCIA A. DAY, who, being by me first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 17th day of December, 1987.

My Commission Expires:  
(SEAL)

/s/ ROSEANN T. SEAMAN  
Notary Public

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared KAY GALLOP, who, being by me first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 17th day of December, 1987.

My Commission Expires:  
(SEAL)

/s/ ROSEANN T. SEAMAN  
Notary Public



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OR PROCESS WITHIN  
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

FIRST -- THAT SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.,  
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF  
FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS IN THE CITY OF WEST  
MELBOURNE, STATE OF FLORIDA, HAS NAMED LEWIS R. PEARCE, LOCATED AT  
2255 NORTH COURTENAY PARKWAY, CITY OF MERRITT ISLAND, STATE OF  
FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

/s/ LEWIS R. PEARCE

LEWIS R. PEARCE  
Incorporator  
December 17 , 1987

ACCEPTANCE

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-  
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I  
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY  
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND  
COMPLETE PERFORMANCE OF MY DUTIES.

/s/ LEWIS R. PEARCE

LEWIS R. PEARCE  
Resident Agent  
December 17 , 1987

ARTICLES OF INCORPORATION  
DECLARATION OF CONDOMINIUM

Page 156

OFF. REC.

2880

PAGE

1723



BYLAWS  
OF  
SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION

BYLAWS

TABLE OF CONTENTS

	<u>Page</u>
1.0 Identity	159
2.0 Membership, Voting, Quorum, Proxies	160
3.0 Annual and Special Meeting of Members	161
4.0 Board of Directors of Snug Harbor Lakes Condominium Association, Inc.	162
5.0 Board of Directors of Snug Harbor Master Association, Inc.	166
6.0 Officers	168
7.0 Fiscal Management	169
8.0 Control of Association	177
9.0 Voluntary Binding Arbitration of Internal Disputes	178
10.0 Parliamentary Rules	179
11.0 Amendments to Bylaws	179

BYLAWS

OF

SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

A Corporation Not For Profit

Under the Laws of the State of Florida

1.0 IDENTITY

- 1.1 These are the Bylaws of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida (hereinafter referred to as "ASSOCIATION"), the Articles of Incorporation of which were filed in the office of the Secretary of State on the 18th day of December, 1987. The ASSOCIATION has been organized for the purposes stated in the Articles of Incorporation and shall have all of the powers provided in said Articles, these Bylaws, the Declaration of Condominium for Snug Harbor Lakes, A Condominium, and the Condominium Act.

Hereinafter in these Bylaws, Snug Harbor Lakes, a Condominium, shall be referred to as the "CONDOMINIUM."

- 1.2 The provisions of these Bylaws are applicable to the ASSOCIATION and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the formal Declaration of Condominium which will be recorded in the Public Records of Brevard County, Florida, submitting the CONDOMINIUM to a Plan of Condominium Ownership, the terms and provisions of said Articles of Incorporation and the Declaration of Condominium to be controlling wherever the same may be in conflict herewith.
- 1.3 All members of the ASSOCIATION, present or future owners, tenants, future tenants, or their employees, or any other person that might use the CONDOMINIUM or any of the facilities thereof in any manner, are subject to the regulations set forth in these Bylaws and in said Articles of Incorporation and the Declaration of Condominium and the rules and regulations adopted by the ASSOCIATION governing the use of MOBILE HOME UNITS and COMMON PROPERTY.
- 1.4 The office of the ASSOCIATION shall be at 7600 U.S. #1, Micco, Florida 32958.
- 1.5 The fiscal year of the ASSOCIATION shall be the calendar year.
- 1.6 The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA," the words "CORPORATION NOT FOR PROFIT," and year of incorporation. An impression of the seal is as follows:

1.7 All of the provisions of the Condominium Act, being Chapter 718 Florida Statutes, as the same now exists and may apply to the ASSOCIATION are, with permissible deviations therefrom, incorporated herein by reference. In the event of any conflict between these Bylaws and the Condominium Act, these Bylaws shall control unless the deviation from the Condominium Act is impermissible.

2.0 MEMBERSHIP, VOTING, QUORUM, PROXIES

2.1 The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in ARTICLE 4.0 of the Articles of Incorporation of the ASSOCIATION; the provisions of ARTICLE 4.0 are incorporated herein by reference.

2.2 The percentage of voting rights required to make decisions and to constitute a quorum at members' meetings shall be a majority of the voting interests of the entire membership, and decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present, unless otherwise provided in these Bylaws, the Declaration of Condominium, or the Articles of Incorporation. The joinder of a member in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

2.3 The vote of the owners of a MOBILE HOME UNIT owned by more than one person shall be cast by the person named in a Certificate signed by all of the owners of the MOBILE HOME UNIT and filed with the Secretary of the ASSOCIATION, and such Certificate shall be valid until revoked by a subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose. The person named in any such Certificate shall have the right to designate a proxy or proxies to cast the vote of the owners of a MOBILE HOME UNIT who have executed such Certificate. Where a MOBILE HOME UNIT is owned by a husband and wife, each shall be treated and regarded as the agent of the other when in attendance at any membership meeting for the purpose of determining a quorum and casting a vote for each MOBILE HOME UNIT owned by them, without the necessity for filing of a Certificate.

2.4 Votes may be cast in person or by proxy. A proxy is defined to be any instrument in writing containing the following information:

2.4.1 The name and address of the member.

2.4.2 The name and address of the person appointed to vote on behalf of the member.

2.4.3 A designation of the meeting for which the proxy is to be used.

2.4.4 A brief description of the authority of the person designated to act on behalf of the member.

2.4.5 The proxy must be signed and dated by the member.

A proxy not containing all of the foregoing information shall be considered invalid and shall not be considered in determining the requirements for a quorum or for any other purpose. Proxies shall be valid only for the particular meeting designated thereon and for any lawfully adjourned meeting thereof, and must be filed with the Secretary at the time of the

meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

2.5 Approval or disapproval by the MOBILE HOME UNIT OWNER upon any matters, whether or not the subject of an ASSOCIATION meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION meeting.

2.6 Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, these Bylaws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the MOBILE HOME UNITS represented at any duly called meeting of the members at which a quorum is present shall be binding upon the members.

3.0 ANNUAL AND SPECIAL MEETING OF MEMBERS

3.1 The Annual Meeting of members shall be held at the office of the ASSOCIATION, at 10:00 a.m. Eastern Standard Time, or at such other place and time as the Board of Directors may designate, on the first Saturday in April of each year for the purpose of electing Directors and of transacting such other business as may be authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

3.2 Special Meetings of members shall be held whenever called by the President or other Officer of the ASSOCIATION in the absence of the President, or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the ASSOCIATION owning a majority of the voting interest in the ASSOCIATION.

3.3 Notice of all Meetings of Members, Regular or Special, shall be given by the President, Vice President, or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in the absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and purpose for which the meeting was called. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which said notice was received by him, and further indicating that said member waives the right to receive notice of such meeting by mail. If mailed such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at said member's post office address as it appears on the records of the ASSOCIATION (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice who shall also provide the post office certificate of mailing. In addition to mailing or personally delivering notice of said Meeting to each member, the person giving notice of said Meeting shall post in a conspicuous place on the Condominium property a notice of said Meeting at least fourteen (14) days prior to said Meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. If any Meeting of members cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum

for particular purposes has not attended, whenever this latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a proper quorum is present.

3.4 The order of business at Annual Meetings of members, and as far as practical, at any other Meeting of members, shall be:

- 3.4.1 Calling of the roll and certifying of proxies;
- 3.4.2 Proof of notice of Meeting or waiver of notice;
- 3.4.3 Reading and disposal of any unapproved minutes;
- 3.4.4 Reports of Officers;
- 3.4.5 Reports of Committees;
- 3.4.6 Appointment of Inspectors of Election by Chairman;
- 3.4.7 Election of Directors;
- 3.4.8 Unfinished business;
- 3.4.9 New business;
- 3.4.10 Adjournment.

4.0 BOARD OF DIRECTORS

4.1 The first Board of Directors of the ASSOCIATION shall consist of three (3) members. Succeeding Boards of Directors shall consist of at least five (5) but not more than seven (7) Directors. The number of Directors to be elected shall be determined by the Board of Directors not later than sixty (60) days prior to the Annual Meeting, which number shall be set forth in the Notice of the Annual Meeting. Each member of the Board of Directors, except those appointed by DEVELOPER, shall be a member of the ASSOCIATION, or shall be an authorized representative, officer, or employee of a corporate member of the ASSOCIATION.

4.2 Election of Directors shall be conducted in the following manner:

- 4.2.1 DEVELOPER shall, at the beginning of the election of the Board of Directors, designate and select that number of members of the Board of Directors which it shall be entitled to designate ~~and select~~ in accordance with the provisions of these Bylaws, and upon such designation and selection by DEVELOPER by written instrument presented to the Meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Directors of the ASSOCIATION and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these Bylaws.
- 4.2.2 DEVELOPER shall be entitled to designate each member of the Board of Directors until such time as the OWNERS of MOBILE HOME UNITS in the ASSOCIATION own ten (10%) percent or more of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION. When the OWNERS of MOBILE HOME UNITS own ten (10%)



percent or more of the MOBILE HOME UNITS that will ultimately be operated by the ASSOCIATION, the MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect not less than two-fifths (2/5) of the members of the Board of Directors. MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect a majority of the members of the Board of Directors three (3) years after sales by the DEVELOPER have been closed on fifty (50%) percent of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION, or three (3) months after sales have been closed by the DEVELOPER on ninety (90%) percent of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION, or when all of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION have been completed and some of them have been sold and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever event occurs first. The ASSOCIATION, within sixty (60) days after the UNIT OWNERS other than DEVELOPER are entitled to elect either two-fifths (2/5) or a majority of the members of the Board of Directors, shall call a Meeting of the members of the ASSOCIATION for the purpose of electing said members of the Board of Directors. Notice of said Meeting of the members of the ASSOCIATION shall be given to each member in the manner prescribed in these Bylaws, except that said notice shall be given not less than thirty (30) nor more than forty (40) days prior to said Meeting. The DEVELOPER shall be entitled to elect not less than one member of the Board of Directors of the ASSOCIATION so long as DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION.

- 4.2.3 All members of the Board of Directors whom DEVELOPER shall not be entitled to designate and select under the terms and provisions of these Bylaws shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and election of the members of the Board of Directors by DEVELOPER.
- 4.2.4 Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that, should any vacancy in the Board of Directors be created in any directorship previously filled by a person designated and selected by DEVELOPER, such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument, the successor Director to fill the vacated directorship for the unexpired term thereof.
- 4.2.5 At the first Annual Meeting of the members held after the OWNERS of MOBILE HOME UNITS other than DEVELOPER shall be entitled to elect all of the members of the Board of Directors of the ASSOCIATION, the members shall elect two Directors for a term of three (3) years, two Directors for a term of two (2) years, and one Director for a term of one (1) year. At each Annual Meeting thereafter, the members shall elect as many Directors of the ASSOCIATION as there are regular terms of office of Directors expiring at that

time, and the term of office of the Directors so elected at the Annual Meeting of members each year shall be for three (3) years or until their successors are duly elected and qualified, or until removed from office in accordance with the Articles of Incorporation or the Bylaws. Until such time as the OWNERS of MOBILE HOME UNITS other than DEVELOPER shall be entitled to elect all of the members of the Board of Directors of ASSOCIATION, the term of office for Directors shall be one (1) year or until their successors are elected and qualified.

4.2.6 In the election of Directors, there shall be appurtenant to each MOBILE HOME UNIT as many votes for Directors as there are Directors to be selected, provided, however, that no member or OWNER of any MOBILE HOME UNIT may cast more than one (1) vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

4.2.7 In the event that DEVELOPER, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the ASSOCIATION, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacements of any person or persons designated by DEVELOPER to serve on Board of Directors of the ASSOCIATION shall be made by written instrument delivered to the Secretary of the ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said Board of Directors. The removal of any Director by the designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to the Secretary of the ASSOCIATION. Whenever DEVELOPER's right to designate and select a Director or Directors expires, the DEVELOPER forthwith shall cause any of its Director or Directors then serving to resign.

4.3 The organization Meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and place as shall be fixed by the Directors at the Meeting at which they were elected, and notices of all such Meetings shall be posted in a conspicuous place on the CONDOMINIUM property not less than forty-eight (48) hours in advance of said Meeting, for the attention of all OWNERS of MOBILE HOME UNITS.

4.4 Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegram, at least seven (7) days prior to the date named for such meeting, unless notice is waived. Notice of all regular meetings of the Board of Directors shall be posted in a conspicuous place on the CONDOMINIUM property at least forty-eight (48) hours in advance for the attention of all OWNERS of MOBILE HOME UNITS.

4.5 Special Meetings of the Directors may be called by the President and must be called by the Secretary after written request of one-third (1/3) of the members of the Board. Not less than seven (7) days' notice of a meeting shall be given to a Director,

personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of such special meetings of the Board of Directors shall be posted in a conspicuous place on the CONDOMINIUM property at least forty-eight (48) hours in advance of the meeting for the attention of all OWNERS of MOBILE HOME UNITS, except in an emergency.

- 4.5 The notice for any regular or special meeting of the Board of Directors at which assessments against MOBILE HOME UNIT OWNERS are to be considered shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
- 4.7 All Board of Directors meetings shall be open to all OWNERS of MOBILE HOME UNITS.
- 4.8 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws, or the Declaration of Condominium. If any Directors meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws, or the Declaration of Condominium, the Directors who are present may adjourn the meeting from time to time until a proper quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.9 The Presiding Officer at Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.
- 4.10 Directors' fees, if any, shall be determined by the members of the ASSOCIATION.
- 4.11 All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Articles of Incorporation of the ASSOCIATION, these Bylaws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Condominium.
- 4.12 Subject to the provisions granting to the DEVELOPER the right to appoint and remove members of the Board of Directors of ASSOCIATION, any member or members of the Board of Directors of ASSOCIATION may be recalled and removed from office with or without cause by the vote or agreement in writing by the OWNERS of a majority of all voting interests. A special meeting of the members of the ASSOCIATION may be called by the OWNERS of ten (10%) percent of all voting interests, giving notice of the meeting as required for a meeting of UNIT OWNERS, and the notice shall state the purpose of the meeting.
- 4.12.1 If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled member or members of the Board of Directors shall turn over to

the Board any and all records of the ASSOCIATION in their possession within seventy-two (72) hours after the meeting.

4.12.2 If the proposed recall is by agreement in writing signed by the owners of a majority of all voting interests, the agreement in writing shall be served on the ASSOCIATION by certified mail, return receipt requested. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours any and all records of the ASSOCIATION in their possession, or proceed as described in subparagraph 4.12.3 of this section.

4.12.3 If the Board determines not to certify the written agreement to recall a member or members of the Board of Directors, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two (72) hours, file with the Division of Land Sales and Condominiums a Petition for Binding Arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For purposes of this paragraph, the MOBILE HOME UNIT OWNERS who voted at the meeting or executed the agreement in writing shall constitute one party under the Petition for Arbitration. If the arbitrator certifies the recall of any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the ASSOCIATION. If the ASSOCIATION fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board any and all records of the ASSOCIATION in their possession within seventy-two (72) hours of the effective date of recall.

#### 5.0 BOARD OF DIRECTORS OF SNUG HARBOR MASTER ASSOCIATION, INC.

5.1. ASSOCIATION, being one of the members of Snug Harbor Master Association, Inc. (hereinafter referred to as "MASTER ASSOCIATION"), is entitled to appoint three (3) members of the Board of Directors of the MASTER ASSOCIATION. These directors shall be elected annually by the members of ASSOCIATION in accordance with the provisions of these Bylaws. Each person elected to serve on the Board of Directors of the MASTER ASSOCIATION, except those appointed by the Developer, shall be members of ASSOCIATION or shall be an authorized representative, officer, or employee of a corporate member of the ASSOCIATION.

5.2 The election of directors for the SNUG HARBOR MASTER ASSOCIATION, INC. shall be conducted in the following manner:

5.2.1 DEVELOPER shall, at the beginning of the elections of the representatives who shall serve as members of the Board of Directors of the MASTER ASSOCIATION, designate and select that number of members of the Board of Directors of the MASTER ASSOCIATION in accordance with the provisions of these Bylaws, and upon such designation and selection by DEVELOPER by written instrument presented to the meeting at which such election is held, said individuals so design-

nated and selected by DEVELOPER shall be deemed and considered for all purposes Director of the MASTER ASSOCIATION and shall thenceforth perform the offices and duties of such directors until their successors shall have been selected or elected in accordance with the provisions of these Bylaws.

5.2.2

DEVELOPER shall be entitled to designate each representative to the Board of Directors of the MASTER ASSOCIATION until such time as the OWNERS of MOBILE HOME UNITS in the ASSOCIATION own ten (10%) percent or more of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION. When the OWNERS of MOBILE HOME UNITS own ten (10%) percent or more of the MOBILE HOME UNITS that will ultimately be operated by the ASSOCIATION, the MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect one-third (1/3) of the members of the Board of Directors. MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect a majority of the representatives to the Board of Directors of the MASTER ASSOCIATION three (3) years after sales by the DEVELOPER have been closed on fifty (50%) percent of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION, or three (3) months after sales have been closed by the DEVELOPER on ninety (90%) percent of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION, or when all of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION have been completed and some of them have been sold and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever event occurs first. The ASSOCIATION, within sixty (60) days after the UNIT OWNERS other than DEVELOPER are entitled to elect either one-third (1/3) of the representatives of the Board of Directors or a majority of the representatives of the Board of Directors of the MASTER ASSOCIATION, shall call a Meeting of the members of the ASSOCIATION for the purpose of electing said representatives to the Board of Directors of the MASTER ASSOCIATION. Notice of said Meeting of the members of the ASSOCIATION shall be given to each member in the manner prescribed in these Bylaws, except that said notice shall be given not less than thirty (30) nor more than forty (40) days prior to said Meeting. The DEVELOPER shall be entitled to elect not less than one member of the Board of Directors of the MASTER ASSOCIATION so long as DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the MOBILE HOME UNITS that will be operated ultimately by the ASSOCIATION.

5.2.3

All members of the Board of Directors of the MASTER ASSOCIATION whom DEVELOPER shall not be entitled to designate and select under the terms and provisions of these Bylaws shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and election of the members of the Board of Directors of the MASTER ASSOCIATION by DEVELOPER.

5.2.4

Vacancies in the Board of Directors of the MASTER ASSOCIATION may be filled until the date of the next Annual Meeting by the remaining Directors, except that, should any vacancy in the Board of Directors be

created in any directorship previously filled by a person designated and selected by DEVELOPER, such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument, the successor Director to fill the vacated directorship for the unexpired term thereof.

5.2.5 The term of office for Directors of the MASTER ASSOCIATION shall be one (1) year or until their successors are elected and qualified.,

5.2.6 In the election of Directors of the MASTER ASSOCIATION, there shall be appurtenant to each MOBILE HOME UNIT as many votes for Directors as there are Directors to be selected, provided, however, that no member or OWNER of any MOBILE HOME UNIT may cast more than one (1) vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

5.2.7 In the event that DEVELOPER, in accordance with the privilege granted unto it, selects any person or persons to serve on the Board of Directors of the MASTER ASSOCIATION, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacements of any person or persons designated by DEVELOPER to serve on the Board of Directors of the MASTER ASSOCIATION shall be made by written instrument delivered to the Secretary of the MASTER ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said Board of Directors. The removal of any Director by the designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to the Secretary of the MASTER ASSOCIATION. Whenever DEVELOPER's right to designate and select a Director or Directors expires, the DEVELOPER forthwith shall cause any of its Director or Directors then serving to resign.

#### 6.0 OFFICERS

6.1 The executive officers of the ASSOCIATION shall be a President who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or Vice President. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

6.2 The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, to assist in the conduct of the affairs of the ASSOCIATION.

6.3 The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors or the President.

- 6.4 The Secretary shall keep the Minutes of all proceedings of the Directors and members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring the seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.
- 6.5 The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members and the books of the ASSOCIATION in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer and such other duties as may be prescribed by the Board of Directors or the President.
- 6.6 The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude their contracting with a Director for the management of the ASSOCIATION.

7.0 FISCAL MANAGEMENT

- 7.1 All assessments levied against the OWNERS of MOBILE HOME UNITS and said MOBILE HOME UNITS, unless otherwise specifically provided for in these Bylaws, the Declaration of Condominium, or the Articles of Incorporation, shall be uniform and shall be in such proportion that the amount of assessment levied against each OWNER of a MOBILE HOME UNIT and his MOBILE HOME UNIT shall bear the same ratio to the total assessment made against all OWNERS of MOBILE HOME UNITS and their MOBILE HOME UNITS as the undivided interest in common property appurtenant to each MOBILE HOME UNIT bears to the total undivided interest in common property appurtenant to all MOBILE HOME UNITS. Should ASSOCIATION be the OWNER of any MOBILE HOME UNIT or MOBILE HOME UNITS, the assessment which would otherwise be due and payable to ASSOCIATION by the OWNER of such MOBILE HOME UNIT or MOBILE HOME UNITS, reduced by the amount of income which may be derived from the leasing of such MOBILE HOME UNIT or MOBILE HOME UNITS by ASSOCIATION, shall be apportioned, and assessment therefor made among the OWNERS of all MOBILE HOME UNITS which are not owned by ASSOCIATION, based upon their apportionate interests in common property exclusive of the interest therein appurtenant to any MOBILE HOME UNIT or MOBILE HOME UNITS owned by ASSOCIATION.
- 7.2 The assessment levied against the OWNER of each MOBILE HOME UNIT and his MOBILE HOME UNIT shall be not made less frequently than quarterly in amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses, all of the unpaid operating expenses previously incurred, all assessments made by SNUG HARBOR MASTER ASSOCIATION, INC. and all payments required to be made pursuant to the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.
- 7.3 The Board of Directors of ASSOCIATION shall establish an annual budget in advance of each fiscal year which shall correspond to the calendar year. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, ASSOCIATION, and ASSOCIATION property, and shall take into

account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The proposed Annual Budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, if applicable, as follows:

7.3.1 Income

- a) Membership assessment
- b) Non-Joining Owner's assessment-
- c) Rental income
- d) Vending machine income
- e) Other income

7.3.2 Expense

- a) Administration of Condominium
- b) Management fees
- c) Maintenance
- d) Taxes on Association property
- e) Insurance
- f) Utilities
- g) Snug Harbor Master Association assessments
- h) Snug Harbor Master Association Recreation Area Purchase assessment
- i) Other expenses

7.3.3 Reserves

- a) Reserve for roof replacement
- b) Reserve for building painting
- c) Reserve for pavement resurfacing
- d) Reserve for tolls and equipment replacement

7.4 The Board of Directors of ASSOCIATION, in establishing an annual budget for the proper operation, management and maintenance of the CONDOMINIUM, ASSOCIATION, and ASSOCIATION property, shall include therein as a common expense of the ASSOCIATION assessments made by and payable to Snug Harbor MASTER ASSOCIATION, INC. as well as the cost of maintaining leaseholds, memberships, or other possessory or use interests in lands or facilities as may be now or hereafter acquired by lease or agreement in form and content and containing provisions satisfactory to the Board of Directors of ASSOCIATION.

7.5 The Board of Directors of ASSOCIATION, in establishing said annual budget for operation, management and maintenance of ASSOCIATION, shall include therein a sum to be collected and maintained as reserve accounts for capital expenditures and deferred maintenance. These accounts shall include but not be limited to roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserve item. This paragraph shall not apply to budgets in which the members of the ASSOCIATION have by a two-thirds (2/3) vote at a duly called meeting of the members of the ASSOCIATION determined for a fiscal year to provide no reserve or reserves less adequate than required by this paragraph. The amount collected and allocated to the reserve accounts from time to time shall be maintained in a separate account by the ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any money from such reserve fund for replacements to meet other needs or requirements of ASSOCIATION in operating or managing or maintaining the CONDOMINIUM in the event of emergencies or in the event that the sums collected from the OWNERS of MOBILE HOME



UNITS are insufficient to meet the then financial requirements of ASSOCIATION, but it shall not be a requirement that these moneys be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors.

- 7.6 The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management and maintenance of the Condominium, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress, when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by OWNERS of MOBILE HOME UNITS, as a result of emergencies, or for other reasons placing financial stress upon ASSOCIATION. The annual amount allocated to such operating reserve and collected therefor shall not exceed ten (10%) percent of the current annual assessment levied against the OWNERS of all MOBILE HOME UNITS and their MOBILE HOME UNITS. Upon accrual in said operating reserve of a sum equal to thirty (30%) percent of the current annual assessment, no further payments shall be collected from the OWNERS of MOBILE HOME UNITS as a contribution to such operating reserve, unless such operating reserve shall be reduced below said thirty (30%) percent level, in which event contributions to such operating reserve may be included in the annual assessment so as to restore said operating reserve to an amount which will equal thirty (30%) percent of the current annual amount of said assessment.
- 7.7 Notice of the meeting of the Board of Directors at which the annual budget will be considered shall be given by the Secretary of the ASSOCIATION or other officer of the ASSOCIATION in the absence of the Secretary; such notice shall be given to each member together with a copy of the proposed annual budget not less than thirty (30) days nor more than sixty (60) days prior to such meeting, and such notice shall be written or printed and shall state the date, time and place of such meeting. Upon adoption of said annual budget by the Board of Directors of the ASSOCIATION, the assessments for said year shall be established based upon such budget.
- 7.8 Should the Board of Directors adopt a budget which requires assessments against the OWNERS of MOBILE HOME UNITS in any calendar year which are in excess of 115% of assessments for the preceding year, then upon the written request of members owning ten (10%) or more of the voting interests in the ASSOCIATION, the Secretary of the ASSOCIATION shall call a special meeting of the members of the ASSOCIATION within thirty (30) days, upon not less than ten (10) days' notice to each of the members of the ASSOCIATION. At the special meeting, the members of the ASSOCIATION shall consider and enact a budget. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the ASSOCIATION property, anticipated expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to ASSOCIATION property. Provided, however, that so long as the DEVELOPER is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of a prior year's assessment without the approval of a majority of all voting interests in the Condominium.
- 7.9 Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the cost of

operation and management of the ASSOCIATION, or in the event of emergency, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

- 7.10 All moneys collected by ASSOCIATION shall be treated as the separate property of said ASSOCIATION, and such moneys may be applied by ASSOCIATION to the payment of any expenses of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of these Bylaws, the Declaration of Condominium, and the Articles of Incorporation of said ASSOCIATION, and as moneys for any assessment are paid to ASSOCIATION by any OWNER of a MOBILE HOME UNIT, the same may be commingled with moneys paid to said ASSOCIATION by the other OWNERS of MOBILE HOME UNITS. Although said funds and common surplus, including other assets of ASSOCIATION and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON PROPERTY, shall be held for the benefit of the members of the ASSOCIATION, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his MOBILE HOME UNIT. When the OWNER of a MOBILE HOME UNIT shall cease to be a member of ASSOCIATION by reason of his divestment of ownership of such MOBILE HOME UNIT, by whatever means, ASSOCIATION shall not be required to account to such OWNER for any share of the fund or assets of ASSOCIATION, or which may have been paid to ASSOCIATION by such OWNER, as all moneys which any OWNER has paid to ASSOCIATION shall be and construed an asset of said ASSOCIATION which may be used in the operation and management of the ASSOCIATION.
- 7.11 The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid to ASSOCIATION on or before the due date for such payment. In the event any assessment or installment thereof shall be in default, a penalty equal to twenty-five (25%) percent of such delinquent assessment or installment shall be assessed, and the delinquent assessment or installment thereof due to ASSOCIATION shall bear interest at the rate of eighteen (18%) percent per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION. All moneys owing to ASSOCIATION shall be due and payable at the main office of ASSOCIATION in Micco, Florida.
- 7.12 The OWNER or OWNERS of each MOBILE HOME UNIT shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are OWNER or OWNERS of a MOBILE HOME UNIT. In the event that any OWNER or OWNERS are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such OWNER or OWNERS of any MOBILE HOME UNIT shall be personally liable, jointly and severally, for all penalties and interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof, and penalties and interest thereon, including a reasonable attorney's fee, whether or not suit be brought.
- 7.13 No OWNER of a MOBILE HOME UNIT may exempt himself from liability for any assessment levied against such OWNER and his MOBILE HOME UNIT by waiver of the use or enjoyment of any of the COMMON PROPERTY, or by abandonment of the MOBILE HOME UNIT, or in any other way.
- 7.14 Recognizing that the necessity for providing proper operation

and management of the CONDOMINIUM entails the continuing payment of costs and expenses therefor, which results in benefit to all of the OWNERS of MOBILE HOME UNITS, and that the payment of such common expense represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the OWNER of each MOBILE HOME UNIT, ASSOCIATION is hereby granted a lien upon such MOBILE HOME UNIT and its appurtenant and undivided interest in COMMON PROPERTY, which lien shall secure and does secure the moneys due from all assessments now or hereafter levied against the OWNER of each MOBILE HOME UNIT, which lien shall also secure all interest and penalties, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee which may be incurred by ASSOCIATION in enforcing this lien upon said MOBILE HOME UNIT and its appurtenant undivided interest in COMMON PROPERTY. The lien granted to ASSOCIATION may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, ASSOCIATION shall be entitled to rental from the OWNER of any MOBILE HOME UNIT from the date of foreclosure and shall, in addition, be entitled to the appointment of a receiver for said MOBILE HOME UNIT without notice to the OWNER of such MOBILE HOME UNIT. The rental required to be paid shall be equal to the rental charged on comparable type MOBILE HOME UNITS in Brevard County, Florida. The lien granted to ASSOCIATION shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by ASSOCIATION in order to preserve and protect its lien, and ASSOCIATION shall further be entitled to interest at the rate of eighteen (18%) percent per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of a MOBILE HOME UNIT, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to ASSOCIATION, and shall acquire such interest in any MOBILE HOME UNIT expressly subject to such lien rights.

- 7.15 The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a claim of lien stating the description of the MOBILE HOME UNIT encumbered thereby, the name of the record OWNER, the amount due and the date when due. The lien shall continue in effect for a period of one year after the claim of lien has been recorded, unless within that time an action to enforce that lien has been commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, penalties, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon 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. Such claims of lien shall be signed and verified by an officer or agent of ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.
- 7.16 By recording a notice in substantially the following form, a MOBILE HOME 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: Snug Harbor Lakes Condominium Association, Inc.  
7600 U.S. #1  
Micco, Florida 32958

You are notified that the undersigned contests the claim of lien filed by you on \_\_\_\_\_ 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 \_\_\_\_\_, 19\_\_.

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.

- 7.17 In the event that any person, firm or corporation shall acquire title to any MOBILE HOME UNIT and its appurtenant undivided interest in COMMON PROPERTY by virtue of any foreclosure or judicial sale, foreclosing or resulting from the foreclosure of a first mortgage encumbering such MOBILE HOME UNIT, or by deed in lieu of foreclosure, and its appurtenant undivided interest in COMMON PROPERTY, such person, firm or corporation so acquiring title shall be liable and obligated only for assessments as shall accrue and become due and payable for said MOBILE HOME UNIT and its appurtenant undivided interest in COMMON PROPERTY subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a MOBILE HOME UNIT by foreclosure or judicial sale or deed in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all OWNERS of all MOBILE HOME UNITS, excluding the unit responsible for the deficiency, as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement or collection of such payment by means other than foreclosure.
- 7.18 Whenever any MOBILE HOME UNIT may be leased, sold, or mortgaged by the OWNER thereof, which lease or sale shall be concluded only upon compliance with other provisions of these Bylaws and the Declaration of Condominium, ASSOCIATION, upon the written request of the OWNER of such MOBILE HOME UNIT, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the OWNER of such MOBILE HOME UNIT. Such statement shall be executed by the President, Secretary or Treasurer of the ASSOCIATION, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement.
- 7.19 In the event that a MOBILE HOME UNIT is to be leased, sold or mortgaged at the time when payment of any assessment against the OWNER of said MOBILE HOME UNIT and such MOBILE HOME UNIT due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by ASSOCIATION), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the

lessee, purchaser, or mortgagee first to the payment of any then delinquent assessment or installments thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase, or mortgage proceeds are paid to the OWNER of any MOBILE HOME UNIT who is responsible for payment of such delinquent assessment.

- 7.20 In any voluntary conveyance of the MOBILE HOME UNIT, the Grantee shall be jointly and severally liable with Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of Grantee to recover from Grantor the amounts paid by Grantee therefor.
- 7.21 Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to it.
- 7.22 The ASSOCIATION shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the ASSOCIATION:
- 7.22.1 The plans, permits, warranties and other items provided by the DEVELOPER;
  - 7.22.2 A photocopy of the recorded Declaration of Condominium and all Amendments thereto;
  - 7.22.3 A photocopy of the recorded Bylaws of the ASSOCIATION and all Amendments thereto;
  - 7.22.4 A certified copy of the Articles of Incorporation and all Amendments thereto;
  - 7.22.5 A book or books containing the minutes of all meetings of the ASSOCIATION, of the Board of Directors, and UNIT OWNERS, which minutes shall be retained for a period of seven (7) years;
  - 7.22.6 A copy of the current Rules of the ASSOCIATION;
  - 7.22.7 A current roster of all UNIT OWNERS, their mailing addresses, unit identifications, voting certifications and, if known, their telephone numbers;
  - 7.22.8 All current insurance policies maintained by the ASSOCIATION;
  - 7.22.9 A current copy of any management agreement, lease, or other contract to which the ASSOCIATION is a party or under which the ASSOCIATION or the UNIT OWNERS have an obligation or responsibility;
  - 7.22.10 Bills of Sale or transfers for all property owned by the ASSOCIATION;
  - 7.22.11 Accounting records for the ASSOCIATION according to good accounting practices. All accounting records shall be maintained for a period of seven (7) years. The accounting records shall include but not be limited to:
    - a) Accurate, itemized and detailed records of all receipts and expenditures;

- b) A current account and a monthly, bi-monthly or quarterly statement of the account for each MOBILE HOME UNIT, designating the name of the MOBILE HOME UNIT OWNER, the date and amount of each assessment, the amount paid upon the account, and the balance due;
  - c) All audits, reviews, accounting statements and financial records of the ASSOCIATION; and
  - d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records of the ASSOCIATION and shall be retained for a period of one (1) year after the work performed for which bids were received has been completed.
- 7.22.12 Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given;
- 7.22.13 All rental records where the ASSOCIATION is acting as agent for the rental of Condominium Units.
- 7.23 The official records of the ASSOCIATION shall be maintained in Brevard County, Florida.
- 7.24 The official records of the ASSOCIATION shall be open to inspection by any ASSOCIATION member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the ASSOCIATION records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make and obtain copies, at reasonable expense to the ASSOCIATION member.
- 7.25 The Board of Directors of the ASSOCIATION shall, within sixty (60) days following the end of the calendar year or annually on such date as is otherwise provided in these Bylaws, cause to be mailed or furnished by personal delivery to each MOBILE HOME UNIT OWNER a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:
- 7.25.1 Costs for security;
  - 7.25.2 Professional and management fees and expenses;
  - 7.25.3 Taxes;
  - 7.25.4 Costs for recreation facilities;
  - 7.25.5 Expenses for refuse collection and utility services;
  - 7.25.6 Expenses for lawn care;
  - 7.25.7 Costs for building maintenance and repair;
  - 7.25.8 Insurance costs;

- 7.25.9 Administrative and salary expenses;
- 7.25.10 General reserves, maintenance reserves, and depreciation reserves.
- 7.26 The depository of ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys in such accounts shall be only by check signed by such persons as are authorized by the Directors.
- 7.27 Fidelity bonds shall be required by the Board of Directors from all Directors and Officers or employees of the ASSOCIATION handling or responsible for ASSOCIATION funds. The amount of such bond shall be determined by the Directors but shall be at least the amount of the total annual assessments against members for common expenses. The premiums of such bonds shall be paid by ASSOCIATION and shall be considered a common expense.
- 7.28 The ASSOCIATION shall cause to be prepared and kept minutes of all meetings of members of the ASSOCIATION, as well as all meetings of the Board of Directors. Such minutes shall be kept in a book which shall be available for inspection by any member of the ASSOCIATION or their authorized representative at any reasonable time. All such minutes shall be retained for a period of not less than seven (7) years.
- 8.0 CONTROL OF ASSOCIATION
- 8.1 The DEVELOPER shall, prior to and not more than sixty (60) days after the time the members of the ASSOCIATION elect a majority of the members of the Board of Directors, relinquish control of the ASSOCIATION and shall deliver to the ASSOCIATION all property of the ASSOCIATION held or controlled by DEVELOPER, including but not limited to the following:
- 8.1.1 The original or a photocopy of the recorded Declaration of Condominium and all amendments thereto. If a photocopy is provided, it shall be certified by affidavit of the DEVELOPER, or an Officer or agent of DEVELOPER, as being a complete copy of the actual recorded Declaration of Condominium;
- 8.1.2 A certified copy of the Articles of Incorporation of the ASSOCIATION.
- 8.1.3 A copy of the Bylaws of the ASSOCIATION;
- 8.1.4 All other corporate books and records of ASSOCIATION, including the Minute Book and all minutes;
- 8.1.5 The financial records, including financial statements of the ASSOCIATION, and source documents since the incorporation of the ASSOCIATION through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by rule by the Board of Accountancy. The accountant performing the review shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for ASSOCIATION purposes, and the billings, cash receipts and related records, to determine that the DEVELOPER was charged and paid the

- proper amounts of assessments;
- 8.1.6 ASSOCIATION funds, if any, or control thereof;
  - 8.1.7 All tangible personal property that is property of the ASSOCIATION, represented by the DEVELOPER to be part of the COMMON PROPERTY, or that is property to the ASSOCIATION, and an inventory of this property;
  - 8.1.8 A copy of any house rules and regulations which have been promulgated;
  - 8.1.9 Resignations of officers and members of the Board of Directors who are required to resign because the DEVELOPER is required to relinquish control of the ASSOCIATION;
  - 8.1.10 Insurance policies;
  - 8.1.11 Copies of any Certificates of Occupancy which may have been issued for the CONDOMINIUM property;
  - 8.1.12 Copies of any and all permits issued by governmental bodies applicable to the CONDOMINIUM and which are currently in force or which were issued within one (1) year prior to the date upon which the MOBILE HOME UNIT OWNERS other than DEVELOPER take control of the ASSOCIATION;
  - 8.1.13 Copies of all contracts in which the ASSOCIATION is one of the contracting parties, or service contracts in which the ASSOCIATION or the OWNERS of MOBILE HOME UNITS have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service;
  - 8.1.14 A copy of the plans and specifications utilized in the construction or remodeling of improvements and the supplying of equipment to the CONDOMINIUM and in the construction and installation of all mechanical components serving the improvements and the site, with a certificate in affidavit form of the DEVELOPER, his agent, or an architect or engineer authorized to practice in the state, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the CONDOMINIUM property and for the construction and installation of the mechanical components serving the improvements;
  - 8.1.15 All written warranties of the contractor, subcontractors, suppliers, and manufacturers, if any, that are still effective;
  - 8.1.16 A roster of the MOBILE HOME UNIT OWNERS, their addresses and telephone numbers, as shown on the DEVELOPER's records.

#### 9.0 VOLUNTARY BINDING ARBITRATION OF INTERNAL DISPUTES

- 9.1 In all cases of internal disputes arising from the operation of the CONDOMINIUM among MOBILE HOME UNIT OWNERS, the ASSOCIATION, their agents and assigns, the parties may, if all parties agree, submit the matter to the Division of Land Sales and Condominiums for binding arbitration. Arbitrators shall be provided by the Division of Florida Land Sales and Condominiums pursuant to



Chapter 718, Florida Statutes. Each party to the dispute first must agree to the arbitration procedure and, if done, the arbitrator's decision will be final. If judicial proceedings are taken after arbitration, the arbitrator's final decision will be admissible in evidence. Any party may seek enforcement of the arbitrator's final decision in a court of competent jurisdiction. Nothing in this article shall preclude any party from proceeding alternatively in any other manner prescribed or allowed by the Declaration of Condominium, the covenants, conditions or restrictions of SNUG HARBOR LAKES, A CONDOMINIUM, or Florida Statutes.

10.0 PARLIAMENTARY RULES

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

11.0 AMENDMENTS TO BYLAWS

- 11.1 These Bylaws of the ASSOCIATION may be amended in accordance with the same requirements and the same procedures as set forth in Article 10 of the Declaration of Condominium. All such amendments shall be recorded in the same manner as provided for the recording of amendments to the Declaration of Condominium.



SNUG HARBOR LAKES, A CONDOMINIUM

Recreation Area Purchase Agreement

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

RECREATION AREA PURCHASE AGREEMENT

This Recreation Area Purchase Agreement, hereinafter referred to as "Purchase Agreement," entered into by and between SNUG HARBOR LAKES DEVELOPMENT, INC., hereinafter called the "Seller," and SNUG HARBOR MASTER ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Buyer."

W I T N E S S E T H :

1. Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, real property and improvements thereon more particularly described in Exhibit "A" attached hereto and made a part hereof, said lands lying and being in Brevard County, Florida, all pursuant to the terms and provisions hereof.

2. The agreed upon purchase price for the property is \$742,000.00. Seller recognizes and acknowledges that Buyer is a master association whose members are Snug Harbor Lakes Condominium Association, Inc. and Snug Harbor Village Homeowners' Association, Inc. Seller also recognizes and acknowledges that the recreational areas and facilities being purchased by the Buyer are for the use and benefit of the individual members of its member associations and that the Buyer will derive the monies necessary and required for the payment of the purchase price by assessing its individual member associations and the members of such associations, and that it is, therefore, essential that the purchase price be capable of division amongst the Buyer's member associations and their individual members, and that payment thereof be on such terms and provisions as shall take into account the nature of the association and the division of the purchase price among its membership.

3. Allocation of Purchase Price Among Members of Purchasing Association

a. The portion of the purchase price attributable to Snug Harbor Lakes Condominium Association, Inc. shall be \$678,000.00, which shall be allocated to its membership as follows:

(1) The Association shall allocate the sum of \$2,000.00 to each mobile home unit in the condominium, excluding those units which are owned by JOINING OWNERS, as said term is defined in the Declaration of Condominium for Snug Harbor Lakes, a Condominium and their successors in title.

(2) No assessment shall be made against the mobile home unit owned by any JOINING OWNER or any NON-JOINING OWNER, as said terms are defined in the Declaration of Condominium of Snug Harbor Lakes, a Condominium, it being expressly understood and agreed that said joining owners and non-joining owners have previously paid their pro rata portion of the total purchase price of this property, and that the purchase price stated in this agreement has been reduced as a result of those prior contributions.

b. The portion of the purchase price attributable to Snug Harbor Village Homeowners' Association, Inc. shall be \$64,000.00, which shall be allocated as follows:

(1) The Association shall assess the sum of \$2,000.00 against each of the lots within the plat of Snug Harbor Village which are presently owned by the developer, Snug Harbor Lakes Development, Inc., and Snug Harbor Lakes Development, Inc. does hereby consent to said assessment.

(2) There shall be no assessment against any of the lots contained within the plat of Snug Harbor Village, except for those enumerated in paragraph 1, it being hereby agreed that the owners of the remaining lots contained within the plat of Snug Harbor Village which have been previously purchased have already paid their pro rata share of the purchase price, and the purchase price contained in this agreement has been reduced accordingly.

4. Payment of the Purchase Price. The entire purchase price of \$742,000.00 shall be paid by the Buyer, Snug Harbor Master Association, Inc., executing and delivering to Seller a promissory

note in the full amount of the purchase price of \$742,000.00. Said note shall bear interest at the rate of ten (10%) percent per annum and shall be payable in equal consecutive monthly installments of principal and interest of \$7,420.00, each such installment being applied first to accrued interest, with the remainder being applied to reduction of the balance of the principal, subject to the following terms and conditions:

a. Payments on account of that portion of the purchase attributable to a Mobile Home Unit located within Snug Harbor Lakes, a Condominium, or attributable to a lot within Snug Harbor Village, shall not commence until the mobile home unit or lot has been sold or conveyed by the developer, Snug Harbor Lakes Development, Inc., a Florida corporation. Upon such sale, payments on account of that portion of the purchase price attributable to said mobile home unit or lot shall commence on the first day of the next succeeding month. Said payment shall commence notwithstanding that Seller may continue to use portions of the recreational area for sales and management purposes.

b. Interest shall not commence to accrue on that portion of the purchase price attributable to a mobile home unit or lot until the first day of the next succeeding month after the unit has been sold and conveyed by the developer, Snug Harbor Lakes Development, Inc.

c. That portion of the purchase price attributable to a mobile home unit in Snug Harbor Lakes, a Condominium, or a lot in Snug Harbor Village shall be paid in two hundred sixteen (216) equal monthly installments of principal and interest, each such installment to be the sum of \$20.00 per month.

5. Right to Prepay. Subject to the limitations set forth below, the purchase price may be prepared by the Buyer in whole or in part at any time. A unit owner shall have the right to prepay that portion of the purchase price attributable to his Mobile Home Unit or lot, provided that such prepayment is made in full, and upon making

such prepayment the said unit owner, his successors and assigns shall not be assessed or responsible for any further portion of the purchase price or interest accrued thereon, and the Buyer shall promptly pay such prepaid amount to Seller. Upon payment thereof to Seller, the monthly payment on account of this obligation due and payable by the Buyer shall be reduced accordingly.

6. Title.

a. The conveyance of the recreational area to the Buyer shall be by statutory warranty deed and shall be subject to the following:

(1) All rights therein reserved to the Seller and others, as contained in the Declaration of Condominium for Snug Harbor Lakes, a Condominium;

(2) All easements granted by the Seller or joined in by the Seller for the purpose of providing for utilities ingress and egress, or other use designed to permit the full utilization and enjoyment of the recreational area by the Grantor and all those claiming by, through and under the Grantor and the membership of the Grantee;

(3) Taxes and other governmental assessments and impositions for the year 1988 and subject years;

(4) Zoning and other applicable governmental ordinances;

(5) Restrictions, limitations, reservations, reversions, easements, conditions and agreements of record.

b. All personal property shall be conveyed to Snug Harbor Master Association, Inc. by Seller by bill of sale, free and clear of all liens and encumbrances.

7. Condition of the Property. The property being conveyed, both real and personal, is being sold in "as is" condition.

8. Consent and Ratification of Agreement By Unit Owners.

Each and every person, whether natural or corporate, who shall acquire or take any title or interest whatsoever in or to a mobile home unit in Snug Harbor Lakes, a Condominium, or who shall

acquire or take any title or interest whatsoever in or to a lot in Snug Harbor Village from the developer, Snug Harbor Lakes Development, Inc., its successors and assigns, by acceptance and/or the recordation of the deed, grant, assignment or other instrument granting, conveying or providing for such interest, or by the exercise of the rights or uses granted therein, shall be deemed to have consented to and ratified the provisions of this Agreement to the same effect and extent as if such person or persons had executed the Agreement with formalities required in the deed, and shall be deemed to have subordinated and subjected each and every interest of such person to the terms of this Agreement and the Recreational Area Note.

9. Rights Reserved to Seller. Until the Seller, Snug Harbor Lakes Development, Inc., a Florida corporation, shall have completed development, promotion and sale of all of the mobile home units to be located in Snug Harbor Lakes, a Condominium, and has completed the development, promotion and sale of all of the lots included in the plat of Snug Harbor Village, Developer shall have the following rights with regard to the recreational area, notwithstanding any other provisions of this Agreement to the contrary, which rights shall survive the conveyance of the property from the Seller to the Buyer:

a. The right to use and occupy exclusively any portion of the recreational area designated as offices in the plans in the recreational area;

b. The right to use, occupy and demonstrate on a non-exclusive basis all of the recreational area for the purpose of promoting and aiding in the sale or rental of the Mobile Home Units contained in Snug Harbor Lakes, a Condominium, or the lots contained within the plat of Snug Harbor Village. Such rights shall not be exercised in an unreasonable manner not consistent with the right of the members of the Buyer to use, occupy and enjoy such portions of the recreational area.



c. Nothing herein contained shall serve in any way to reduce Buyer's obligations for the payments due under this Purchase Agreement or for the payment of taxes, repair and maintenance of the property.

10. A Florida Contract. This contract is to be construed and enforced under the laws of the State of Florida.

11. Guarantors. As a part of the inducement to the Seller to make the conveyance provided for herein, the Buyer hereby designates the Seller and its successors and assigns with full power of substitution for the purpose of enforcing the obligation of any member association of the Buyer or the individual members of the member associations, to pay that portion of any assessments against such member attributable to him or payable toward the purchase price of the recreational area, or any other cost or obligation due and payable toward the purchase price on the recreational area, or any other cost or obligation due and payable pursuant to the terms and provisions hereof. Said power shall include the right in the Grantor and its successors and assigns to file such action or actions as it deems advisable and necessary against such defaulting member, in its own name or in the name of the grantee, and to collect in addition to any delinquent assessment attorneys' fees and court costs incurred, together with interest on any delinquent assessment at the rate of eighteen (18%) percent per annum. The Buyer further designates the Seller and its successors and assigns with full power of substitution for the purpose of making and enforcing assessments against the member associations of the Buyer, as well as the individual members of the member associations, to pay monies required to satisfy the obligations of the Buyer to the Grantor pursuant to the terms and provisions hereof, as well as to enforce any of the other terms and provisions hereof.

12. Duty of Buyer to Pay. It shall be the duty and obligation of the Buyer to assess its membership and to require that its individual member associations assess their membership for their pro rata portion of the cost of the recreation facilities, in accordance

with the provisions of the applicable laws of the State of Florida dealing with condominiums, homeowners' associations, and non-profit corporations, and the individual documents governing the individual member associations, for such monies as shall be necessary to pay the monies and other obligations provided for in this Agreement, and to otherwise perform its covenants and promises contained herein.

13. Modification. Except as reserved to the Seller, neither this Agreement nor any terms hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

14. Headings. The headings of the sections, paragraphs and subdivisions of this Purchase Agreement are for convenience of reference only and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereon.

15. Invalid Provisions. In case any one or more of the covenants, agreements, terms, or provisions contained in this Purchase Agreement shall be held invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall in no way be affected, prejudiced or disturbed thereby.

16. Successors and Assigns. Whenever in this Purchase Agreement one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Purchase Agreement by or on behalf of the Seller, or by or on behalf of the Buyer, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. This Purchase Agreement shall not be assigned by the Buyer without the written approval of the Seller, but shall be freely assignable or transferrable in whole or in part by the Seller.

17. Entire Agreement. This instrument constitutes the entire agreement between the parties, and neither party has been induced by representations, promises or understandings not

RECREATION AREA PURCHASE AGREEMENT

DECLARATION OF CONDOMINIUM

OFF. REC.

2880

PAGE

1754

Page 187

expressed herein, and there are no collateral agreements, stipulations, promises, or understandings whatsoever in any way touching the subject matter of this agreement which are not expressly contained herein.

18. Waiver of Rights. The failure of the Seller to enforce any covenants, obligations, or agreement of the Buyer herein contained shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce any other covenants, obligations, or agreements herein contained.

19. Receipt for Full Payment. Upon full payment by a unit owner of that portion of the purchase price attributable to his mobile home unit, and upon payment of such funds to the Seller, the Association shall deliver to said unit owner a receipt therefor in recordable form, joined by the Seller, reflecting that no further assessment shall be made against the said unit in connection with the purchase price of the recreational area.

20. Prorations. Except where such items shall be an expense of the Buyer, taxes, insurance and other prorations shall be prorated as of the date of such conveyance to the Buyer and shall be computed on a daily basis.

21. Costs. Seller shall pay all costs of preparation of the warranty deed and other instruments of conveyance, and all costs of documentary stamps on the deed. Seller shall further be obligated to pay all costs of recording the deed and recording fees for recording of any other instruments, and shall further be obligated to pay the documentary stamps which are required to be affixed to the promissory note to be executed by the Buyer.

22. Copies. A copy of this Agreement, together with copies of the recreational area notes, shall be exhibited or delivered to each person contracting to acquire a mobile home unit in Snug Harbor Lakes, a Condominium, or a lot in Snug Harbor Village from Snug Harbor Lakes Development, Inc., for the purpose of making full disclosure of all the terms and provisions hereof. Each such person expressly agrees and consents that minor changes, deletions, additions and

amendments may be made to this Agreement without further advice or notice to such person, for the purpose of correcting typographical errors, complying with the requirements of an institutional mortgagee, or for other reasons, provided such deletion, addition and/or adjustment shall not materially adversely affect the rights of such person or the Buyer hereunder.

23. Obligation of the Unit Owner. Notwithstanding any provision of this Agreement to the contrary, so long as an owner of a Mobile Home Unit in Snug Harbor Lakes, a Condominium, or the owner of a lot in Snug Harbor Village shall pay that portion of the purchase price due and owing to the Seller attributable to his Mobile Home Unit or lot, and shall pay his proportionate share of the taxes, utilities, insurance, and other recreational area expenses as set forth herein to the Association, or, in the event of default by the Buyer, pay said amounts directly to the Seller, the Seller will not and may not enforce any of the rights which it might otherwise have against said Mobile Home Unit owner or lot owner under the terms and provisions hereof, notwithstanding that the Buyer is in default of this Agreement and/or that any other Mobile Home Unit owner or lot owner has failed to perform or keep its obligations as a member of the Buyer to pay his proportionate share of such recreational area expenses, or his proportionate share of the purchase price due and owing to the Seller under the terms and provisions hereof and the recreational area note.

24. Survival of Agreements. All representations, warranties and agreements made by the parties hereto contained herein or pursuant hereto shall survive the closing of the transaction provided for herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto this 2<sup>nd</sup> day of JANUARY, 1988.

Attest:  
(Corporate Seal)

Victoria Dorado  
Victoria Dorado  
Assistant Secretary

SNUG HARBOR LAKES  
DEVELOPMENT, INC.

By: Paul L. Gould  
Paul L. Gould, President

RECREATION AREA PURCHASE AGREEMENT  
DECLARATION OF CONDOMINIUM

Page 189

OFF. REC.

2880

1756

SNUG HARBOR MASTER ASSOCIATION, INC.

BY

Paul L. Gould  
PAUL L. GOULD

, President

ATTEST:

Corporate Seal

Victoria Dorado

VICTORIA DORADO, Secretary

SNUG HARBOR LAKES, A CONDOMINIUM

Recreation Area Note

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

EXHIBIT "L"

TO

DECLARATION OF CONDOMINIUM

RECREATION AREA NOTE

\$742,000.00

Brevard County, Florida

FOR VALUABLE CONSIDERATION, the undersigned promises to pay to the order of SNUG HARBOR LAKES DEVELOPMENT, INC., the sum of SEVEN HUNDRED FORTY-TWO THOUSAND (\$742,000.00) DOLLARS, together with interest thereon at the rate of ten (10%) percent per annum calculated in the manner hereinafter stated until final maturity, both principal and interest being payable in lawful money of the United States at 7600 U.S. #1, Micco, Florida 32958, or at such other place as may be designated by the holder in writing, from time to time.

This obligation shall be paid in installments of principal and interest in accordance with the following terms and conditions:

- (a) The portion of the principal obligation attributable to a Mobile Home Unit within SNUG HARBOR LAKES, a Condominium, and each Lot presently owned by Snug Harbor Lakes Development, Inc. within SNUG HARBOR VILLAGE, a platted subdivision is TWO THOUSAND and 00/100 (\$2,000.00) DOLLARS.
- (b) Payment on account of that portion of the principal attributable to a Mobile Home Unit or Lot as aforesaid should not commence until the Mobile Home Unit or Lot has been sold and conveyed by SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida Corporation, or their successors, and shall thereafter commence on the first (1st) day of the next succeeding month.
- (c) Interest shall not commence to accrue on that portion of the principal attributable to a Mobile Home Unit or Lot as aforesaid until such time as the unit has been sold and conveyed by SNUG HARBOR LAKES DEVELOPMENT, INC., or their successors.
- (d) That portion of the principal attributable to a Mobile Home Unit or Lot aforesaid shall be paid in two hundred sixteen (216) equal consecutive monthly installments of principal and interest, each such installment to be in the sum of TWENTY and 00/100 (\$20.00) DOLLARS.
- (e) In the event an institutional first mortgagee shall foreclose its mortgage against a Mobile Home Unit or Lot and obtain title to same by public sale held as a result of such foreclosure suit, or in the event such institutional first mortgagee shall acquire title by conveyance in lieu of foreclosure, then so long as such institutional mortgagee shall continue to hold title to the said Mobile Home Unit or Lot, the payment on account of that portion of this Recreation Note attributable to such Mobile Home Unit

or Lot shall be deferred and the term of this Recreation Area Note shall thereby be extended, but only as to the monthly payments attributable to such unit and for such period of time as shall equal the time of such reduction in the monthly payments as herein described and such reduction in the monthly payments under this Recreation Area Note shall inure to the benefit of the institutional first mortgagee acquiring title to such Mobile Home Unit or Lot by crediting the amount thereof against the share of the common expenses of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. or SNUG HARBOR VILLAGE HOMEOWNER'S ASSOCIATION, INC. and, in particular, the assessments for the Recreation Area purchase pursuant to the provisions of those documents. Said reduction shall continue only for such time as the institutional first mortgagee shall remain the title holder of the Mobile Home Unit or Lot and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee and the said credit and reduction shall cease and terminate as of the date the said Mobile Home Unit or Lot shall be conveyed by the institutional first mortgagee or for such period of time as such Mobile Home Unit or Lot shall be occupied by a tenant or lessee holding by, through or under the institutional first mortgagee. Nothing contained herein shall be construed, in any manner, whatsoever, to operate or result in an extinguishment, termination or release of the obligation of the Maker hereof, in whole or in part, to make full payment of the obligation evidenced by this Recreational Area Note or accrued interest hereon except for interest accruing on that portion of the principal period as said Mobile Home Unit or Lot shall be held by said institutional first mortgagee as aforesaid and; provided, further, that nothing contained herein shall be construed, in any manner whatsoever, to operate as or result in a release or termination of the Holder's lien rights as set forth in the Declaration of Condominium for SNUG HARBOR LAKES, a Condominium or the Declaration of Covenants, Conditions and Restrictions for SNUG HARBOR VILLAGE, a Platted Subdivision.

- (f) Subject to the limitations set forth below, this Note may be prepaid by the maker, in whole or in part, at any time. A mobile home unit owner or a lot owner shall have the right to prepay that portion of the Note attributable to his Mobile Home Unit or Lot; provided, however, that no such prepayment by a Mobile Home Unit or Lot owner shall be made on or before January 15 of the calendar year following the closing of the purchase of such Mobile Home Unit or Lot; provided, further, that such prepayment is made in full and upon making such prepayment the said Mobile Home Unit owner or Lot owner, his successors and assigns, shall not be assessed or responsible for any further portion of the Note or interest accrued thereon and the maker shall promptly pay such prepaid amount to payee, and upon payment thereof to payee the monthly payment on account of this obligation due and payable by the maker shall be reduced accordingly.

In the event the maker shall fail to pay the sums of principal and interest as and when called for by this Note or within the period herein set forth, or if any Event of Default, as defined herein shall have occurred and be continuing, the payee may declare the entire principal balance of this Note then unpaid, and the interest accrued thereon, to be due and payable immediately upon declaration; such principal and interest shall forthwith become and be due and payable in full without notice or demand.



It shall be the duty and obligation of the maker to assess its membership, in accordance with the provisions of the applicable laws of the State of Florida dealing with condominiums, Declaration of Condominium, for SNUG HARBOR LAKES, a Condominium, the Declaration of Covenants, Conditions and Restrictions for SNUG HARBOR VILLAGE and the By-Laws of the maker for such monies as shall be necessary to pay the monies and other obligations provided for by this Note and to otherwise perform its covenants and promises contained herein.

In the event the maker shall be dissolved, or its existence terminated, then those persons constituting the maker's membership, immediately prior to its termination or dissolution, shall jointly and severally be obligated to pay the remaining unpaid balance of this Note, if any, together with all interest accrued thereon in accordance with the terms and provisions hereof.

The failure of the payee to enforce any covenants, obligations or agreements of the maker herein contained shall not constitute a waiver of right to do so thereafter, nor shall it constitute a waiver of right to enforce any other covenant, obligation or agreement herein contained.

The maker and endorsers, hereafter becoming parties hereto, jointly and severally waive demand, notice of non-payment, protest, and do hereby consent to any extension, renewals or modifications of this Note, all without notice, and agree that they will remain liable hereunder and as said Note may be renewed, extended or modified until the debt evidenced hereby is paid in full. In the event the maker shall default in any payment of principal or interest called for under this Note, then from and after the date of such default, this Note shall bear interest at the highest lawful rate permitted to be paid under the laws of the State of Florida.

If this Note is in default and is placed in the hands of an attorney for collection, all makers or endorsers now or hereafter, becoming parties hereto, agree to pay reasonable attorneys' fees and all other costs for making collection.

Failure by the Mortgagor to duly observe any other covenants, conditions or agreements of this Note for thirty (30) days after written notice specifying such failure shall have been given to Maker by Holder.

In the event Maker voluntarily or involuntarily transfers title to any part of the Recreation Area without the prior written consent of the Holder of this Note, Holder may, at its option, declare the entire unpaid balance of the purchase price and the interest accrued thereon to be immediately due and payable and upon such declaration, such principal and interest shall forthwith become and be due and payable as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the purchase price.

As part of the inducement to the Holder to make the conveyance to the Maker creating this Purchase Money Note, the Maker hereby designates the Holder as its attorney-in-fact, with full power of substitution, for the purpose of enforcing the obligation of any member of the Maker to pay that portion of any assessment against it attributable to it or payable towards the obligations due and payable pursuant to the terms and provisions hereof. Said power shall include the right of the Holder to file such action or actions, as it deems advisable or necessary, against such defaulting member in its own name or in the name of the Maker, and to collect, in addition to any delinquent assessments, attorneys' fees and court costs incurred, together with interest on any delinquent assessment at the rate of eighteen (18%) percent per annum.

SNUG HARBOR MASTER ASSOCIATION

By /s/ PAUL L. GOULD  
PAUL L. GOULD, President

ATTEST:

Corporate Seal

/s/ VICTORIA DORADO  
VICTORIA DORADO, Secretary

SNUG HARBOR LAKES

A

CONDOMINIUM

ESTIMATED OPERATING BUDGET

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

ESTIMATED OPERATING BUDGET

For Period

January 1, 1988, through December 31, 1988

<u>ITEMS OF EXPENSE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Administrative Expenses:		
Manager Salary	\$ 300.00	\$ 3,600.00
Secretary Salary	225.00	2,700.00
Bookkeeper Salary	30.00	360.00
Payroll Taxes	65.00	780.00
Accounting Fees	75.00	900.00
Legal Fees	30.00	360.00
Office Supplies & Postage	30.00	360.00
Miscellaneous	25.00	300.00
Management Fee (See Note #1)	N/A	N/A
Maintenance Fees:		
Lawn and Grounds	2,650.00	31,800.00
Tools and Equipment	85.00	1,020.00
Utilities:		
Electric	50.00	600.00
Telephone	31.75	381.00
Rent for Recreational and Other Commonly Used Facilities	N/A	N/A
Taxes upon Association Property	N/A	N/A
Taxes upon Leased Property	N/A	N/A
Insurance:		
General Liability	220.00	2,640.00
Officer and Directors Liability	-0-	-0-
Fidelity Bonds	35.00	420.00
Security Provisions	N/A	N/A
Operating Capital (See Note #2)	N/A	N/A
Reserves:		
Tools and Equipment Replacement (See Note 8)	150.00	1,800.00
Roof Replacement	-0-	-0-
Building Painting	-0-	-0-
Pavement Resurfacing	-0-	-0-
Fees Payable to Division	28.25	339.00

Other Expenses:

Master Association Maintenance Assessment	5,037.50	60,450.00
Master Association Recreation Area Purchase Assessment (340 units only)	<u>6,780.00</u>	<u>81,360.00</u>
TOTAL	\$15,847.50	\$ 190,170.00
Less Income from Assessment of Non-Joining Owners (64 units @ \$22.50)	1,440.00	17,280.00
TOTAL PROJECTED EXPENSE	<u>\$14,407.50</u>	<u>\$ 172,890.00</u>
PROJECTED OPERATING BUDGET PER UNIT	\$ 42.50	\$ 510.00
PROJECTED INCOME BASED ON MONTHLY MAINTENANCE FEE OF \$42.50	\$14,407.50	\$ 14,407.50

NOTES

- Note 1. There is no management contract in effect nor is one contemplated. Accordingly, no provision has been made for management fees.
- Note 2. The operating capital is to be provided by contribution to the "Working Capital" Fund as required by paragraph 11.6.10 of the Purchase Agreement.
- Note 3. The reserves shown in this budget are based on Developer's best estimate of the anticipated cost of replacement of the items included in this category. These estimates are based on current replacement cost, without any consideration being made for inflation.
- Note 4. Since the first annual accounting period cannot reasonably be ascertained at this time, the estimated expenses are stated for an annual accounting period.
- Note 5. Developer has guaranteed that the monthly assessment for common expenses shall be at the rate of \$22.50 until Developer has closed on the sale of the last MOBILE HOME UNIT owned by it or the MOBILE HOME UNIT owners other than Developer elect a majority of the Members of the Board of Directors of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., whichever shall first occur (see Purchase Agreement, paragraph 7.)
- Note 6. DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. DURING THE PERIOD FOR WHICH THIS BUDGET HAS BEEN RENDERED.
- Note 7. THE MASTER ASSOCIATION RECREATION AREA PURCHASE ASSESSMENT WILL APPLY ONLY TO THE INITIAL 339 CONDOMINIUM UNITS. NO SUCH ASSESSMENT SHALL BE MADE AGAINST A JOINING OWNER OR HIS MOBILE HOME UNIT.
- Note 8. THE TOOL AND EQUIPMENT REPLACEMENT RESERVE HAS BEEN

CALCULATED USING AN ESTIMATED USEFUL LIFE OF FIVE (5) YEARS AND AN ESTIMATED REPLACEMENT COST OF NINE THOUSAND DOLLARS AND NO/100 CENTS (\$9,000.00). THE TOOLS AND EQUIPMENT HAVE AN ESTIMATED REMAINING USEFUL LIFE OF FIVE (5) YEARS. THE CURRENT BALANCE IN THIS RESERVE ACCOUNT IS ZERO DOLLARS (\$0.00).

SNUG HARBOR MASTER ASSOCIATION, INC.

Estimated Operating Budget

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

SNUG HARBOR MASTER ASSOCIATION, INC.

ESTIMATED OPERATING BUDGET

For Period

January 1, 1988, through December 31, 1988

<u>ITEMS OF EXPENSE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Administrative Expenses:		
Manager Salary	\$ 900.00	\$ 10,800.00
Secretary Salary	675.00	8,100.00
Payroll Taxes	200.00	2,400.00
Accounting Fees	20.00	240.00
Legal Fees	20.00	240.00
Office Supplies & Postage	20.00	240.00
Miscellaneous	10.00	120.00
Management Fee	N/A	N/A
Maintenance Fees:		
Exterminating	20.00	240.00
Lawn and Grounds	200.00	2,400.00
Building	100.00	1,200.00
Swimming Pool Cleaning	300.00	3,600.00
Swimming Pool Chemicals	100.00	1,200.00
Janitorial Services	300.00	3,600.00
Janitorial Supplies	100.00	1,200.00
Utilities:		
Electric	570.00	6,840.00
Garbage Removal	100.00	1,200.00
Telephone	20.00	240.00
Water	75.00	900.00
Sewer	40.00	480.00
Rent for Recreational and Other Commonly Used Facilities	N/A	N/A
Taxes upon Association Property	1,500.00	18,000.00
Taxes upon Leased Property	N/A	N/A
Insurance:		
General Liability	100.00	1,200.00
Fidelity Bonds	20.00	240.00
Officer and Directors Liability	-0-	-0-
Building and Contents	247.50	2,970.00
Security Provisions	N/A	N/A
Operating Capital (See Note #2)	N/A	N/A
Reserves:		
Roof Replacement (See Note 1)	45.00	540.00
Building Painting (See Note 2)	130.00	1,560.00
Pavement Resurfacing (See Note 3)	300.00	3,600.00
Tools and Equipment Replacement	-0-	-0-



<u>ITEMS OF EXPENSE</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Fees Payable to Division	N/A	N/A
Other Expenses:		
Recreation Area Note Payable (based on 376 units times \$20.00 per month per unit - See Note # )	7,420.00	89,040.00
TOTALS	\$13,532.50	\$162,390.00

Note 1. Roof Replacement Reserve. This reserve has been calculated using an estimated useful life for the roof of twenty (20) years and an estimated replacement cost of Ten Thousand Eight Hundred Dollars and no/100 Cents (\$10,800.00). The roof on the recreation building has an estimated remaining useful life of twenty (20) years. The current balance in this reserve account is Zero Dollars (\$0.00).

Note 2. Building Painting Reserve. This reserve has been calculated using an estimated useful life of five (5) years and an estimated replacement cost of Seven Thousand Eight Hundred Dollars and no/100 Cents (\$7,800.00). The estimated remaining useful life of the paint on the building is five (5) years. The current balance in this reserve account is Zero Dollars (\$0.00).

Note 3. Pavement Resurfacing Reserve. This reserve has been calculated using an estimated useful life of twenty (20) years and an estimated replacement cost of Seventy-two Thousand Dollars and no/100 Cents (\$72,000.00). The streets have an estimated remaining useful life of twenty (20) years. The current balance in this reserve account is Zero Dollars (\$0.00).



SNUG HARBOR LAKES, A CONDOMINIUM

Purchase Agreement

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES, SECTION 718.503, TO BE FURNISHED BY A DEVELOPER TO A PURCHASER OR LESSEE.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER

SNUG HARBOR LAKES, A CONDOMINIUM  
PURCHASE AGREEMENT

Micco, Florida 32958  
\_\_\_\_\_, 198\_\_

DEVELOPER: SNUG HARBOR LAKES DEVELOPMENT, INC.  
7600 U.S. #1  
Micco, Florida 32958

BUYER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ESCROW AGENT: LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

DEVELOPER agrees to sell, and BUYER agrees to purchase, subject to the terms and conditions herein contained, the following described Mobile Home Unit, Mobile Home, Accessories and Appurtenances thereto:

1.0 DESCRIPTION OF PROPERTY

- 1.1 Mobile Home Unit: Unit No. \_\_\_\_\_, Section \_\_\_\_\_, Snug Harbor Lakes, a Condominium, hereinafter referred to as the "Mobile Home Unit," according to a proposed Declaration of Condominium, together with all of the appurtenances to such Mobile Home Unit, such Mobile Home Unit to be subject, however, to the provisions of the Declaration, including the payment of a \_\_\_\_\_ share the common expenses. This percentage share of common expenses is subject to change in accordance with the provisions of the Declaration. Snug Harbor Lakes, a Condominium, sometimes hereinafter referred to as the "Project," is located at Micco, Florida, and upon the lands more fully described in Exhibit 1 which is attached hereto and made a part hereof by reference.
- 1.2 Mobile Home: Buyer agrees to purchase that certain Mobile, Modular or Manufactured Home more particularly described in Exhibit 2 attached hereto and incorporated herein by reference.
- 1.3 Optional Equipment: Buyer has requested and agrees to purchase certain items of optional equipment more particularly described in Exhibit 3 attached hereto and incorporated herein by reference.

1.4 Mobile Home Unit Improvements: Buyer has requested certain improvements to the Mobile Home Unit more particularly described in Exhibit 4 attached hereto and incorporated herein by reference.

2.0 PURCHASE PRICE AND TERMS OF PAYMENT.

2.1 PURCHASE PRICE

A. Mobile Home Unit	\$ _____
B. Mobile, Modular or Manufactured Home	\$ _____
C. Optional Equipment	\$ _____
D. Mobile Home Unit Improvements	\$ _____
E. _____	\$ _____
F. _____	\$ _____
TOTAL PURCHASE PRICE	\$ _____ =====

Less: Credits to Buyer:

A. Deposit Made with this Agreement	\$ _____
B. Additional Deposit Paid to Developer on or before _____	\$ _____
C. Additional Deposit Paid to Developer on or before _____	\$ _____
D. Mortgage Proceeds to be Paid to Developer at Closing	\$ _____
E. Payment for Optional Equipment due on or before _____	\$ _____
F. Payment for Mobile Home Unit Improvements due on or before _____	\$ _____
G. Other Credits	\$ _____
H. _____	\$ _____
I. _____	\$ _____
TOTAL CREDITS TO BUYER	\$ _____
BALANCE OF PURCHASE PRICE DUE FROM BUYER IN CASH AT CLOSING	\$ _____ =====

2.2 TERMS OF PAYMENT

2.2.1 BUYER agrees to pay directly to DEVELOPER upon the execution of this Agreement, or on or before \_\_\_\_\_, 19\_\_\_\_, the full amount for all Optional Equipment and Mobile Home Unit Improvements being purchased by BUYER pursuant to this Agreement. DEVELOPER shall not be obligated or required to order said Optional Equipment or commence any of the Mobile Home Unit Improvements until such time as said items have been fully paid for. BUYER further agrees that, in the event this Agreement is terminated by BUYER for any reason whatsoever, except a termination pursuant to Florida Statutes 718.503, BUYER shall not be entitled to a refund of any amounts paid for Optional Equipment or Mobile Home Unit Improvements.

2.2.2 ESCROW AGENT shall provide to BUYER a receipt for all deposits made pursuant to the terms of this Agreement. The execution of a copy of this Agreement by ESCROW AGENT and delivery of same to BUYER shall constitute a receipt of all monies acknowledged by ESCROW AGENT to have been received.

- 2.2.3 All payments made by BUYER under this Agreement up to ten (10%) percent of the purchase price shall be transmitted to Escrow Agent. All funds deposited with Escrow Agent may be held in a Barnett Bank Money Market Account or similar type account. All funds so held shall be released only upon the satisfaction of one of the following conditions:
- 2.2.3.1 The BUYER promptly voids this contract according to the terms hereof or the Condominium Act, in which event all funds deposited, together with any interest earned, shall be refunded to the BUYER free of all costs of this escrow.
  - 2.2.3.2 BUYER defaults in the performance of this Agreement, in which event all funds deposited, together with any interest earned, shall be paid to DEVELOPER.
  - 2.2.3.3 The closing of the sale and purchase contemplated by this Agreement. Upon said closing, all moneys deposited shall be paid to DEVELOPER, unless prior to the disbursement Escrow Agent receives from the BUYER written notice of a dispute between the BUYER and the DEVELOPER. Any interest earned on BUYER's deposit shall be credited to BUYER at closing.
  - 2.2.3.4 The DEVELOPER properly voids this Agreement according to the terms hereof, in which event all funds deposited, together with any interest earned, shall be refunded to the BUYER free of all costs of this escrow.
- 2.2.4 All payments made by BUYER under this Agreement in excess of ten (10%) percent of the purchase price shall be transmitted to Escrow Agent. Said funds shall be paid to DEVELOPER when all of the conditions stated in Section 3.0 of this Agreement, with the exception of item 3.1.4, have been performed. If all of these conditions are not satisfied within twelve (12) months from the date of this Agreement, then the sums held by Escrow Agent under this Agreement shall be returned to BUYER at the option of either party hereto, whereupon all parties shall be relieved from all obligations under this Agreement.
- 2.2.5 All sums paid to DEVELOPER prior to the closing will be used only in payment of bills incurred in connection with the obtaining of Optional Equipment requested by BUYER and the construction of the Mobile Home Unit Improvements provided for by this Agreement. No part of such funds shall be used for salaries of salesmen, commissions or expenses of salesmen, or for advertising purposes.
- 2.2.6 If a portion of the purchase price is to be paid from the proceeds of a mortgage loan, this Agreement is conditioned upon BUYER's qualifying and being approved for a first mortgage loan on the Mobile Home Unit and Mobile Home described herein in the amount of \$\_\_\_\_\_ by a lending institution (LENDER) designated or approved by DEVELOPER. The rate of interest, term of years, and other provisions and payments required under said mortgage loan, such as taxes, insurance, etc., shall be such as the LENDER at

the time of closing is receiving and granting on similar loans. The proceeds of any such loan shall be applied toward the balance of the purchase price required at closing. Within five (5) days of the execution of this Agreement, BUYER shall make application for said loan with LENDER and pay any applicable application fees. BUYER agrees to disclose complete financial information about BUYER, as may be required by LENDER and DEVELOPER, to execute any and all papers necessary for or incidental to the loan, and to see that BUYER's application is continuously and expeditiously processed. BUYER shall pay all loan costs, unless otherwise specified in this Agreement, at the time of closing of the loan, or at such time as may be required by the LENDER. These loan costs, as set by the LENDER, are in addition to those other costs set forth hereafter in this Agreement. If within forty-five (45) days of the date of the execution of this Agreement, BUYER does not have a firm written commitment, DEVELOPER shall have the option of either obtaining financing for BUYER as herein provided for, or refunding BUYER's money in full, in which event this Agreement shall be cancelled and of no force and effect. If BUYER qualifies for the loan subject to sale or lease of BUYER's current residence or any other property owned by BUYER, BUYER agrees to lease said property in order to qualify for the loan. If BUYER does not qualify for the loan, all monies heretofore paid by BUYER on the purchase price shall be returned to BUYER. Thereupon, all parties hereto shall be relieved of all further obligations hereunder. However, this release of BUYER from the obligations hereunder shall not apply if BUYER shall fail or refuse to comply with any of the provisions of this paragraph; and such failure or refusal shall constitute default under this Agreement.

3.0 Conditions to Release of Payments on Purchase Price.

DEVELOPER shall perform the following conditions before any payments made by BUYER under this Agreement are paid to DEVELOPER. Escrow Agent will advise BUYER from time to time upon demand as to the performance of these conditions, or BUYER may inspect the evidence of such held by Escrow Agent.

3.1 DEVELOPER SHALL:

- 3.1.1 Accept this offer by delivering or mailing to BUYER a counterpart of this Agreement signed by the DEVELOPER and give notice of such to Escrow Agent.
- 3.1.2 Furnish to BUYER a complete set of Condominium Documents.
- 3.1.3 Give notice to Escrow Agent that all improvements have been completed.

4.0 Approval of Buyer. BUYER understands that DEVELOPER is attempting to create a community of financially responsible and congenial residents, and that this offer will be screened with such purpose in view, and this offer may be rejected arbitrarily. BUYER represents that the information that has been submitted to DEVELOPER concerning BUYER is true. As part of the consideration for this Agreement, BUYER consents that DEVELOPER may make such investigation of BUYER as may be deemed desirable, and BUYER covenants to hold DEVELOPER and its agents harmless and to release DEVELOPER and its agents from liability on account of such investigation and DEVELOPER's decision based upon it.

5.0 Acceptance of Offer. If BUYER's offer is not accepted on or before thirty (30) days after the date of this offer by delivering or mailing to BUYER a copy of this Agreement executed by DEVELOPER, then and after that date BUYER may elect to withdraw this offer at any time prior to its acceptance. Upon such withdrawal, all sums paid under this Agreement will be repaid to BUYER upon demand. If DEVELOPER shall reject this offer, then all sums paid under this Agreement by BUYER shall be returned to BUYER forthwith with notice of such rejection. Upon return to BUYER of all sums, all parties shall be released from all obligations under this Agreement.

6.0 Contract May Be Voided.

6.1 THIS AGREEMENT IS VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

6.2 IN THE EVENT THAT BUYER ELECTS TO CANCEL THIS AGREEMENT PURSUANT TO THE PROVISIONS OF THIS OR ANY OTHER SECTION OF THIS AGREEMENT, BUYER AGREES TO RETURN TO DEVELOPER, IN A CLEAN, USABLE AND GOOD CONDITION, ALL DOCUMENTS, INCLUDING ANY DISCLOSURE MATERIALS PROVIDED TO BUYER BY DEVELOPER. IN THE EVENT THAT BUYER FAILS TO RETURN THE DOCUMENTS AS AFORESAID, THEN THE DEVELOPER SHALL BE ENTITLED TO DEDUCT THE SUM OF \$100.00 FROM THE DEPOSIT OR ANY OTHER MONEYS DUE BUYER PURSUANT TO THE PROVISIONS OF THIS AGREEMENT, AS A CHARGE FOR SAID DOCUMENTS.

7.0 The Condominium.

7.1 The Declaration of Condominium will be recorded prior to the recording of Buyer's closing documents. DEVELOPER reserves the right to make any change in the proposed Declaration of Condominium without the BUYER's consent or joinder in the Declaration of Condominium, provided such changes do not change the BUYER's voting rights or BUYER's share of the common expenses, except as changes in those items may be provided for in the Declaration of Condominium.

7.2 DEVELOPER will cause Snug Harbor Lakes Condominium Association, Inc., a Florida non-profit corporation, to make assessments for common expenses so that for the period beginning with the date upon which DEVELOPER is ready to close this sale according to the terms of this Agreement and ending with the closing of the sale by DEVELOPER of the last Mobile Home Unit owned by it in the Project, or when the Mobile Home Unit owners other than DEVELOPER elect a majority of the members of the Board of Directors of Snug Harbor Lakes Condominium Association, Inc., as provided in Article Four (4) of the Bylaws of said ASSOCIATION, whichever shall first occur. The assessments against the Mobile Home Unit shall be at the rate of \$\_\_\_\_\_ per month, and DEVELOPER shall be assessed for only that part of the Common Expenses that are in excess of the sums collected by assessments against Mobile Home Units sold by



DEVELOPER. Thereafter, DEVELOPER will be assessed for Common Expenses upon the Mobile Home Units owned by it in the same manner as other Mobile Home Units are assessed. The first assessment will be due at the closing for a period ending with the next assessment period date following the closing. This clause shall survive the closing.

8.0 The Condominium Documents.

8.1 The Condominium Documents shall consist of all documents which are attached as exhibits to the Prospectus for Snug Harbor Lakes, a Condominium and included as part of the filing made by DEVELOPER for this project with any governmental agency having jurisdiction over all or any portion of the Project.

8.2 The BUYER acknowledges that the Condominium Documents described above constitute the proposed documents until such time as they may be approved by the appropriate governing agency or authority and/or recorded, and BUYER hereby agrees that the provisions of any of the said documents may be modified or amended prior or subsequent to approval or recordation thereof, to comply with the requirements of an institutional lender, a title insurance company, or for other valid reasons; provided such change, modification, or amendment shall not materially adversely affect any rights of BUYER. BUYER specifically authorizes SELLER to file and place of record in the Public Records of Brevard County, Florida, and elsewhere, prior to closing all papers required to be filed by the laws of the State of Florida in order to legally create and maintain the Condominium.

9.0 Title to Mobile Home Unit. All mortgages and liens now or hereafter encumbering the Mobile Home Unit being purchased hereunder will be discharged or released at or prior to the closing unless assumed by the BUYER. DEVELOPER will convey a marketable or insurable fee simple title to the Mobile Home Unit being purchased hereunder subject to the following exceptions, to wit:

9.1 The provisions of the Declaration of Condominium for Snug Harbor Lakes, a Condominium, and all amendments thereof, and all exhibits thereto;

9.2 The provisions of the Articles of Incorporation and Bylaws of Snug Harbor Master Association, Inc.;

9.3 The provisions of the Recreation Area Note, the payment of which shall be guaranteed by Buyer, as to Buyer's portion only, all as provided in the Condominium Documents;

9.4 Taxes for the year in which the sale is closed, if not paid, and subsequent years;

9.5 Zoning, restrictions, prohibition, and other requirements imposed by governmental authority, and conditions, restrictions, limitations and easements of record;

9.6 Conditions, restrictions, limitations, easements of record, and such zoning or other restrictions upon the use of the property as may be imposed by governmental authorities having jurisdiction;

9.7 Liens for work done or materials furnished at the request of BUYER;

9.8 Mortgage (if any) executed by BUYER in favor of mortgage lender in connection with the purchase of the subject Mobile Home Unit and Mobile Home.

- 9.9 Usual exceptions contained in an ALTA approved form "B" Owner's Policy of Title Insurance.
- 9.10 The representations in this section shall survive the closing.
- 10.0 Closing Date. BUYER has been informed that Snug Harbor Lakes, a Condominium, is complete and that the Mobile Home Unit being purchased by BUYER is ready for the placement of the Mobile Home and other improvements also being purchased by BUYER. BUYER understands and is aware that DEVELOPER anticipates that the Mobile, Modular, or Manufactured Home, Optional Equipment and Mobile Home Unit Improvements will be completed by \_\_\_\_\_, 19\_\_\_\_, but cannot provide a fixed date for occupancy, by reason of factors influencing the rate of construction, such as, but not limited to, acts of God, strikes, war, availability of the Mobile, Modular, or Manufactured Home or Optional Equipment selected by BUYER, availability of material, order of a court of competent jurisdiction, and the like. Accordingly, this transaction shall be closed on or before three (3) days after delivery or mailing to BUYER of a certificate evidencing the completion of the improvements, including the installation of the Mobile, Modular or Manufactured Home and Optional Equipment and the completion of the Mobile Home Unit Improvements provided for in this Agreement. Said certificate shall be made by DEVELOPER and shall verify that BUYER's Mobile Home Unit, Mobile, Modular or Manufactured Home, Optional Equipment and Mobile Home Unit Improvements have been completed and equipped substantially in accordance with the terms and conditions of this Agreement, and that the approval of the Mobile, Modular or Manufactured Home for occupancy has been obtained from all government agencies from whom such approvals are required. Any additional items required to be completed at closing will be deemed "check list" items, and a list of same will be furnished to DEVELOPER at the time of closing, and DEVELOPER will complete same as expeditiously as availability of color and material permits. In all events DEVELOPER guarantees to BUYER completion of the installation of the Mobile, Modular or Manufactured Home, Optional Equipment, and Mobile Home Unit Improvements and the closing of this transaction within two (2) years from the date of this Agreement. If BUYER requests a later closing date, and DEVELOPER agrees thereto, all prorations shall be as of the date originally set for closing, and BUYER shall pay the DEVELOPER an amount computed on the basis of fifteen (15%) percent per annum on the purchase price, from the date originally set for closing to the date of actual closing, in consideration for the extension of the closing date; provided, however, that nothing herein shall be construed as requiring the DEVELOPER to consent to such extension of the closing or to close on a date later than that initially set by the DEVELOPER for closing.
- 11.0 Closing. The closing shall take place in the following manner, to wit:
- 11.1 The closing will be held at the office of DEVELOPER, DEVELOPER's counsel or at such other location as may be designated by DEVELOPER.
- 11.2 The balance of the purchase price will be paid in cash, cashier's check or certified check.
- 11.3 Title to the Mobile Home Unit shall be conveyed by statutory Warranty Deed subject only to the exceptions stated in this instrument.
- 11.4 Title to the Mobile, Modular or Manufactured Home shall be conveyed by means of a Bill of Sale, by Assignment of the

Certificate of Origin by DEVELOPER to BUYER subject to any lien for financing obtained by BUYER to be used in connection with the purchase of said Mobile, Modular, or Manufactured Home by BUYER.

- 11.5 Ad valorem taxes, less the maximum discount, will be prorated to the date upon which DEVELOPER is ready to close this transaction according to the terms of this Agreement. If the taxes for the year in which the sale is closed are assessed against the property as a whole, then the portion of such taxes apportioned to the Mobile Home Unit shall be the same share as the share in the common property that is appurtenant to the Mobile Home Unit.
- 11.6 The BUYER shall pay the following closing costs:
  - 11.6.1 The recording fee for recording the Deed;
  - 11.6.2 The documentary stamps required to be affixed to the deed;
  - 11.6.3 The Title Insurance Premium for the Owner's Policy of title insurance which shall be provided by DEVELOPER at BUYER's expense;
  - 11.6.4 All costs, charges, fees and prepaid items required to be paid by LENDER if BUYER's Mobile Home Unit, Mobile, Modular or Manufactured Home, Optional Equipment or Mobile Home Unit Improvements are to be mortgaged.
  - 11.6.5 All sales tax imposed on any item which is a part of this transaction;
  - 11.6.6 All license fees, registration fees, transfer fees, certificate of title fees, and any other fees or charges incident to the transfer of title to the Mobile, Modular or Manufactured Home and Optional Equipment.
  - 11.6.7 Utility deposits and taxes apportioned to the Mobile Home Unit;
  - 11.6.8 Assessment for common expenses provided in Section 7.2 of this Agreement;
  - 11.6.9 Insurance premiums on Condominium property apportioned to the Mobile Home Unit.
  - 11.6.10 The BUYER shall contribute the sum of One Hundred Fifty (\$150.00) Dollars as an initial working capital contribution to Snug Harbor Lakes Condominium Association, Inc. None of the funds collected pursuant to the provisions of this paragraph may be used for the payment of Common Expenses prior to the expiration of the period during which the DEVELOPER has guaranteed the assessments as set forth in Section 7.2 of this Agreement.
  - 11.6.11 All other closing costs associated with this transaction, except DEVELOPER's attorney's fees.
- 11.7 The Buyer shall execute all instruments required to complete the closing, including, but not limited to, the acceptance of the deed, Guaranty Agreement, Acceptance Waiver and Warranty, and all documents required to be signed in connection with the mortgage financing, if any. The failure of Buyer to execute any instrument required to complete this closing shall constitute a default under this Agreement and DEVELOPER shall have the right

to proceed in accordance with the provisions of paragraph 12.0 of the Agreement.

12.0 Default.

12.1 By DEVELOPER. IF, for any reason other than failure of DEVELOPER to make DEVELOPER's title marketable after diligent effort, DEVELOPER fails, neglects or refuses to perform this Agreement, BUYER may seek specific performance or elect to receive the return of BUYER's deposit.

12.2 By BUYER. IF BUYER defaults in the performance of this Agreement, within the time specified (including payment of all deposits hereunder), then DEVELOPER at its election may terminate this Agreement. In such event, it is agreed that the amount of damages suffered by DEVELOPER because of such default cannot be easily determined and shall be liquidated and paid in the following manner, to wit: The total deposits paid by BUYER as aforesaid may be retained by or for the account of the DEVELOPER as liquidated damages, consideration for the execution of this Agreement and in full settlement of any claim for damages, including the obligation, if any, that may have arisen by DEVELOPER in favor of Escrow Agent, and thereupon DEVELOPER and BUYER shall be relieved of all obligations under this Agreement one to the other.

13.0 Nonassignability. This Agreement is personal to BUYER and cannot be assigned without the prior written approval of DEVELOPER.

14.0 Notice. The delivery of any item and giving of notice in compliance with this Agreement shall be accomplished by delivery of the item or notice to the party intended to receive it, or by mailing it within the United States by certified or registered mail, return receipt requested, addressed to the address of the party as stated in this Agreement. Notice or delivery by mail shall be effective when mailed.

15.0 Broker. BUYER warrants that this sale was made by and through the efforts of \_\_\_\_\_ and \_\_\_\_\_ and BUYER covenants to defend and indemnify DEVELOPER against claims of any other Broker known to BUYER.

16.0 Scope of Project. BUYER has been informed of the fact that the Mobile Home Unit being purchased hereunder is located in a building which is intended to be a part of an overall condominium project known as SNUG HARBOR LAKES, A CONDOMINIUM. The total project is intended to consist of a minimum of Three Hundred Forty-Four (344) Mobile Home Units and a maximum of Four Hundred Five (405) Mobile Home Units, as well as certain recreational facilities. These facilities will be owned by Snug Harbor Master Association, Inc., and are for the use of owners of Mobile Home Units in Snug Harbor Lakes, a Condominium, owners of Lots in Snug Harbor Village, and the owners of Lots located within the overall boundaries of Snug Harbor Lakes, a Condominium, but which are not a part of said condominium as described in the Condominium Documents.

17.0 Extras. In the event that BUYER desires the installation of non-standard items, such request must be in writing with the cost of same being paid to DEVELOPER at the time of the request. These sums will not be refunded to BUYER in the event that BUYER fails to close on the within Agreement for any reason.

18.0 Conflict of Interest. BUYER acknowledges that partners, officers, employees, agents and/or directors of the DEVELOPER will be acting as initial officers and directors for Snug Harbor Lakes Condominium Association, Inc., a corporation not for

Page 212

SNUG HARBOR LAKES, A CONDOMINIUM

Escrow Agreement for Payments Made  
To Developer Prior to Closing

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

ESCROW AGREEMENT

DEVELOPER: SNUG HARBOR LAKES DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, Florida 32958

ESCROW AGENT: LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
P.O. Box 540037  
Merritt Island, FL 32954

CONDOMINIUM: SNUG HARBOR LAKES, A CONDOMINIUM

DATE: September , 1987

THIS IS AN ESCROW AGREEMENT made between SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, hereinafter referred to as the "DEVELOPER," and LEWIS R. PEARCE, Attorney at Law, whose business address is 2255 North Courtenay Parkway, Post Office Box 37, Merritt Island, Florida 32952, hereinafter referred to as "ESCROW AGENT."

WITNESSETH:

WHEREAS, Developer will be entering into agreements with various persons as Purchasers for sale and purchase of condominium parcels in a proposed mobile home condominium to be known as SNUG HARBOR LAKES, A CONDOMINIUM; and

WHEREAS, such Purchasers shall make deposits which are required to be held in escrow pending the closings of the individual sales; and

WHEREAS, Developer has requested Escrow Agent to act as such agent for the holding of said funds in accordance with the provisions of the Contract for Sale and Purchase, and the Florida Condominium Act; and

WHEREAS, Escrow Agent has agreed to act as such agent for said funds to be deposited with him and to distribute the same under certain conditions as hereinafter set forth;

NOW, THEREFORE, be it agreed as follows:

1. That the foregoing recitals are true and are incorporated herein by reference.

2. That the Developer shall cause to be turned over to the Escrow Agent all funds received as deposits pursuant to the individual Contracts for Sale and Purchase with the various Purchasers of

Condominium parcels in the proposed condominium, together with a copy of the appropriate agreement.

3. The Escrow Agent, an attorney and a member of the Florida Bar, shall deposit these funds in an escrow account under his exclusive control.

4. The Escrow Agent shall release these funds from escrow as follows:

(a) Until such time as a Contract for Sale and Purchase has been executed by Purchaser, Purchaser shall be entitled to an immediate and unqualified refund of all monies deposited, upon written request either directly to Escrow Agent or to Developer. Escrow Agent shall not release directly to Developer any monies which it may be holding, except as a down payment on the purchase price at the time a contract is signed by the Purchaser if provided in the contract.

(b) At the time a Contract for Sale and Purchase is entered into between Developer and Purchaser, all monies on deposit with Escrow Agent shall be treated as deposits pursuant to that contract and shall be held by Escrow Agent in accordance with the terms of this Escrow Agreement and the Contract for Sale and Purchase. If said Contract so provides, all sums deposited with Escrow Agent in excess of ten (10%) percent of the purchase price may be released to Developer.

(c) If a Purchaser properly terminates the Contract for Sale and Purchase pursuant to its terms or pursuant to the Florida Condominium Act, the funds shall be paid to the Purchaser, together with any interest earned.

(d) If the Purchaser defaults in the performance of his obligations under the Contract for Sale and Purchase, the funds shall be paid to the Developer, together with any interest earned.



(e) If the Contract for Sale and Purchase does not provide for the payment of any interest earned on the escrowed funds, interest shall be paid to the Developer at the closing of the transaction.

(f) If the funds of a Purchaser have not been previously disbursed in accordance with the provisions of Section 718.202, Florida Statutes, they may be disbursed to the Developer by Escrow Agent at the closing of the transaction, unless prior to the disbursement Escrow Agent receives from the Purchaser written notice of a dispute between the Purchaser and the Developer.

5. In the event of any dispute with respect to the disposition of all or part of the escrow funds, the Escrow Agent shall not be obligated to disburse the disputed portion thereof. In his sole discretion, the Escrow Agent, in the event of a dispute as to the disposition of all or part of the escrow funds, may commence an action in the nature of interpleader and seek to deposit the disputed portion in a court of competent jurisdiction. The Developer shall bear any costs and attorney's fees that may be incurred by Escrow Agent involving any dispute with regard to the Escrow funds, regardless of who may prevail.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written.

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SNUG HARBOR LAKES DEVELOPMENT, INC.

By: Victoria Dorado  
VICTORIA DORADO  
Assistant Secretary

Lewis R. Pearce  
LEWIS R. PEARCE  
(Escrow Agent)



SNUG HARBOR LAKES, A CONDOMINIUM

Schedule of Personal Property

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

SNUG HARBOR LAKES, A CONDOMINIUM

Schedule of Personal Property

Kitchen

One (1) nineteen (19) foot, frost free, side-by-side, Whirlpool refrigerator  
One (1) Whirlpool stove  
One (1) Magic Chef stove  
One (1) Whirlpool dishwasher  
One (1) Garbage disposal  
One (1) Fire extinguisher  
One (1) Card table  
Two (2) Chairs

Banquet Room

Twenty-two (22) Banquet tables  
One (1) Card table  
One (1) Round table  
One hundred twenty-two (122) Chairs (for banquet tables)  
Eleven (11) Pairs of custom made draperies (for windows and sliding doors)  
Eleven (11) Sets of verticals  
Six (6) Ceiling fans  
One (1) Floral arrangement

Storage Room

Eighty-two (82) gallon water heater  
Three (3) Air conditioning units  
One (1) Water conditioning system  
Seventeen (17) Chairs  
Three (3) Chair carts

Pool Room

Two (2) Pool tables with accessories  
One (1) Billiard table with accessories  
One (1) Sofa  
One (1) Cocktail table  
One (1) Floral arrangement  
Three (3) Pairs of verticals  
One (1) Mini-blind  
Two (2) Ceiling fans  
One (1) Hutch  
Six (6) Captains' chairs  
One (1) Round table  
Two (2) Occasional chairs

Exercise Room

Ten (10) Card tables  
Eleven (11) Chairs  
Two (2) Ceiling fans  
Two (2) Sets of draperies  
Two (2) Pairs of verticals

Ladies' Bathroom

One (1) Chair  
Two (2) Shower curtains  
One (1) large trash can  
Three (3) Chairs (in showers)

Mens' Bathroom

Two (2) Chairs  
Two (2) Shower curtains  
One (1) large trash can

Hall and Outside Area

Two (2) Water fountains

Entrance

Two (2) Rattan sofa tables with glass  
Two (2) Floral arrangements  
Two (2) Rattan wall mirrors  
One (1) Standing ashtray  
Six (6) Rattan chairs  
One (1) Tall, artificial palm  
One (1) Wood and glass sofa table  
One (1) large metal and glass bulletin board  
Two (2) Artificial ferns  
One (1) Ceiling fan  
Four (4) Sets of verticals

Library

Two (2) Lamps  
Two (2) Sofas  
Two (2) Matching chairs  
Three (3) Rattan and glass end tables  
One (1) Rattan chair  
One (1) Artificial plant  
Two (2) rattan and glass sofa tables  
One (1) Rattan and glass coffee table  
One (1) Round dining table  
Four (4) Matching chairs  
Two (2) five-shelf bookcases  
Twelve (12) Shelves  
Seven (7) Wall racks for shelves  
Two (2) Ceiling fans  
Four (4) Sets of draperies  
Four (4) Sets of verticals  
Two (2) Floral arrangements

Pool Area

Sixteen (16) Chairs  
Twelve (12) Chaise lounges  
Six (6) Small, round tables  
Two (2) large, round tables  
Six (6) Table ashtrays  
Two (2) Standing ashtrays  
Two (2) Large trash cans



SNUG HARBOR LAKES, A CONDOMINIUM

Receipt for Condominium Documents

SNUG HARBOR LAKES, A CONDOMINIUM

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: SNUG HARBOR LAKES, A CONDOMINIUM  
Address of Condominium: 7660 U.S. #1  
Micco, Florida 32958

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

<u>DOCUMENT</u>	<u>RECEIVED</u>
Prospectus Text	X
Declaration of Condominium	X
Articles of Incorporation, Snug Harbor Lakes Condominium Association, Inc.	X
By-Laws, Snug Harbor Lakes Condominium Association, Inc.	X
Recreation Area Purchase Agreement	X
Recreation Area Note	X
Estimated Operating Budget, Snug Harbor Lakes Condominium Association, Inc.	X
Estimated Operating Budget, Snug Harbor Master Association, Inc.	X
Form of Purchase Agreement	X
Rules and Regulations	N/A
Covenants and Restrictions	N/A
Ground Lease	N/A
Management & Maintenance Contracts For More Than One Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational & Other Facilities To Be Used Exclusively By Unit Owners	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochure	N/A
Phase Development	N/A
Description (See 718.503(2)(k) and 504(14))	N/A
Lease of Recreational and Other Facilities to be Used By Unit Owners With Other Condos (See 718.503(2)(k), Description of Management for Single, Management for Multiple Condominiums (See 718.503(2)(k))	N/A
Plot Plan	X
Floor Plan	X
Survey of Land & Graphic Description of Improvements	X
Executed Escrow Agreement	X
Articles of Incorporation, Snug Harbor Master Association, Inc.	X
Bylaws, Snug Harbor Master Association, Inc.	X
Recreation Area Deed	X
Recreation Area Note	X
Recreation Area Mortgage	X
Rights of Way Deed	X
Articles of Incorporation, Snug Harbor Village Homeowners' Association, Inc.	X



Bylaws, Snug Harbor Village Homeowners' Association, Inc.	<u>X</u>
Declaration of Covenants, Conditions, and Restrictions, Snug Harbor Village	<u>X</u>
Form Documents	<u>X</u>
	<u>MADE AVAILABLE</u>
Plans and Specifications	<u>X</u>

THIS AGREEMENT IS VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

IN THE EVENT THAT BUYER ELECTS TO CANCEL THIS AGREEMENT PURSUANT TO THE PROVISIONS OF THIS OR ANY OTHER SECTION OF THIS AGREEMENT, BUYER AGREES TO RETURN TO DEVELOPER, IN A CLEAN, USABLE AND GOOD CONDITION, ALL DOCUMENTS, INCLUDING ANY DISCLOSURE MATERIALS PROVIDED TO BUYER BY DEVELOPER. IN THE EVENT THAT BUYER FAILS TO RETURN THE DOCUMENTS AS AFORESAID, THEN THE DEVELOPER SHALL BE ENTITLED TO DEDUCT THE SUM OF \$25.00 FROM THE DEPOSIT OR ANY OTHER MONEYS DUE BUYER PURSUANT TO THE PROVISIONS OF THIS AGREEMENT, AS A CHARGE FOR SAID DOCUMENTS.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Purchaser or Lessee



SNUG HARBOR LAKES  
A  
CONDOMINIUM  
RECREATION AREA DEED

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

Prepared By:  
LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Pkwy.  
Merritt Island, FL 32953

RECREATION AREA DEED

GRANTOR: SNUG HARBOR LAKES DEVELOPMENT, INC.,  
A Florida Corporation  
7600 U. S. #1  
Micco, Florida 32958

GRANTEE: SNUG HARBOR MASTER ASSOCIATION, INC.,  
A Florida Corporation  
7600 U. S. #1  
Micco, Florida 32958

DATED:

LEGAL DESCRIPTION:

See Exhibit A attached hereto and incorporated herein by reference

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Taxes and assessments for the year 1988 and subsequent years.
2. Zoning restrictions and other requirements imposed by governmental authority and public utility easements of record.
3. The terms and conditions contained in the Recreation Area Note dated \_\_\_\_\_, 19\_\_, and recorded on \_\_\_\_\_, 19\_\_, in O.R. Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Brevard County, Florida.
4. The terms and conditions contained in the Recreation Area Purchase Agreement dated \_\_\_\_\_, 19\_\_, and recorded on \_\_\_\_\_, 19\_\_, in O.R. Book \_\_\_\_\_, page \_\_\_\_\_, Public Records of Brevard County, Florida.
5. The restrictions that the Grantee shall restrict the use and occupancy of the Recreation Area to the Owners of Mobile Home Units in Snug Harbor Lakes, a Condominium, Owners of parcels of land within the overall description of the land which could become part of the aforesaid condominium, which parcels have not joined the condominium all as described in the Declaration of Condominium of Snug Harbor Lakes, a Condominium, Owners of lots in Snug Harbor Village, a plated subdivision recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of Brevard County, Florida, Snug Harbor Lakes Development, Inc. and representatives, guests and invitees of same.
6. Rights reserved unto Grantor and those holding by or through Grantor, and/or rights granted and/or reserved to others as set forth and/or appearing in the Declaration of Condominium for Snug Harbor Lakes, a Condominium and all exhibits attached thereto and made a part thereof, and the Declaration of Covenants, Conditions and Restrictions for Snug Harbor Village and all exhibits thereto, all as amended from time to time and as recorded in the Public Records of Brevard County, Florida.

The Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the grantee, and the grantee's heirs and assigns forever the land described above. The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Attest:  
INC.  
(Corporate Seal)

SNUG HARBOR LAKES DEVELOPMENT,

\_\_\_\_\_  
CHERYL L. SILKOFF, Secretary

By: \_\_\_\_\_ (SEAL)  
PAUL L. GOULD, President

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing warranty deed was acknowledged before me on \_\_\_\_\_, 19\_\_ by PAUL L. GOULD and CHERYL L. SILKOFF, President and Secretary respectively of SNUG HARBOR LAKES DEVELOPMENT, INC.

My Commission Expires: .

\_\_\_\_\_  
Notary Public

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

Parcel 64: Recreation Area

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 124.0 feet; thence run N 89°35'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 497.43 feet to a Point of Curvature, thence Northeast along said curve, having a radius of 25.0 feet, concave to the Southeast, through a central angle of 80°03'36", an arc distance of 34.93 feet, thence run N 79°25'05" E a distance of 140.77 feet to a Point of Curvature, thence Northeast along said curve having a radius of 363.15 feet, concave to the Northwest, through a central angle of 29°42'43", an arc distance of 188.32 feet; thence run N 89°35'00" E a distance of 154.42 feet, thence run N 0°25'0" W a distance of 35.0 feet; thence run N 89°35'00" E a distance of 333.25 feet; thence run S 23°52'01" E a distance of 268.39 feet; thence run S 23°05'0" W a distance of 452.0 feet; thence run S 89°35'0" W a distance of 740.17 feet to the Point of Beginning.

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK

ARTICLES OF INCORPORATION  
OF  
SNUG HARBOR MASTER ASSOCIATION, INC.

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

ARTICLES OF INCORPORATION  
OF  
SNUG HARBOR MASTER ASSOCIATION, INC.  
TABLE OF CONTENTS

	<u>Page</u>
1.0 Definitions	230
2.0 Name of Corporation	230
3.0 Purpose of the Association	230
4.0 Powers of the Association	231
5.0 Membership and Voting Rights	233
6.0 Voting Rights	233
7.0 Term of Existence	233
8.0 Incorporators	233
9.0 Management of the Corporation	234
10.0 Indemnification of Officers	235
11.0 Principal Office	235
12.0 Initial Registered Office Directors	235
13.0 Adoption of Bylaws	235
14.0 Amendments	235



# State of Florida

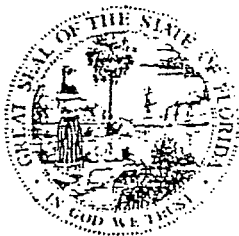


## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SNUG HARBOR MASTER ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 18, 1987, as shown by the records of this office.

The document number of this corporation is N23970.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
18th day of December, 1987.



CR2E022 (8-87)

*Jim Smith*

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
SNUG HARBOR MASTER ASSOCIATION, INC.  
(A Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the law of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

1.0 DEFINITIONS

1.1 The following words and phrases, when used in these Articles, shall have the following meaning:

1.1.1 "Articles" shall mean and refer to the Articles of Incorporation of SNUG HARBOR MASTER ASSOCIATION, INC.

1.1.2 "Association" shall mean and refer to SNUG HARBOR MASTER ASSOCIATION, INC., a Florida Corporation Not for Profit, its successors and assigns.

1.1.3 "Association Documents" shall mean and refer to the Articles, Bylaws, Rules and Regulations, and any other documents which affect Association members or Association property, whether real or personal, and the Recreation Area Purchase Agreement, and Recreation Area Note.

1.1.4 "Association Properties" shall mean and refer to all property of the Association, both real and personal, and any and all improvements thereon or enhancement thereof.

1.1.5 "Bylaws" shall mean and refer to the Bylaws of SNUG HARBOR MASTER ASSOCIATION, INC.

1.1.6 "Members" shall mean and refer to the two members of the Association identified in these Articles.

1.1.7 "Rules and Regulations" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of Association.

2.0 NAME OF CORPORATION

2.1 The name of the corporation shall be:

SNUG HARBOR MASTER ASSOCIATION, INC.

3.0 PURPOSE OF ASSOCIATION

3.1 The purposes and objects of the Association shall be as follows:

3.1.1 To own and hold title to certain real and personal property for the use and benefit of its members.

- 3.1.2 To maintain, repair, reconstruct, and operate all of the real property, improvements thereon, recreational facilities, roadways, and other property, real and personal, owned by Association.
- 3.1.3 To preserve and maintain the value, character, and condition of all of the property of Association, both real and personal, and any and all improvements thereto.
- 3.1.4 To enforce the provisions of the Recreation Area Note.
- 3.1.5 To provide such services to the Members of the Association as the Board of Directors of Association shall deem appropriate.
- 3.1.6 To undertake the performance of all acts and duties incident to the fulfillment of all of the purposes and objects of the Association, as well as those which may be directed by the terms, provisions, conditions and authorizations of all documents affecting the Association, its members or its property, both real and personal.

#### 4.0 POWERS OF THE ASSOCIATION

- 4.1 The Association shall have all of the powers and privileges granted to Corporations Not for Profit under the laws pursuant to which this Association is chartered, and all of the powers and privileges which may be granted unto said Association or exercised by it under any other applicable laws of the State of Florida which may have been granted to it pursuant to the provisions of the Association Documents, including but not limited to the following:
  - 4.1.1 The Association shall own, administer, manage, and operate the Association property, and shall maintain, repair and replace Association Property and the improvements and personal property located thereon, pursuant to the provisions of the Association Documents.
  - 4.1.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Association Documents;
  - 4.1.3 Except as otherwise provided herein, or in the ASSOCIATION documents, to acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
  - 4.1.4 Except as otherwise provided herein, or in the ASSOCIATION documents, to borrow money, and with the assent of one hundred (100%) percent of the members, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
  - 4.1.5 Except as otherwise provided herein, or in the ASSOCIATION documents, to dedicate, sell, or transfer all or any part of the lands owned by the Association to any public agency, authority, or

utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by one hundred (100%) percent of the members, agreeing to such dedication, sale, or transfer.

- 4.1.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or to annex additional lands, provided that any such merger, consolidation, or annexation shall have the assent of one hundred (100%) percent of the members;
- 4.1.7 To make and establish reasonable rules and regulations and amendments thereto governing the use of Association Property, both real and personal;
- 4.1.8 To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida, by law, may now or hereafter have or exercise;
- 4.1.9 To fix, levy against and collect assessments from members of the Association to defray the common expenses of the Association and to pay the Recreation Area Note according to its terms, all as may be provided for in the Association Documents. The Association shall also have the right to fix, levy against and collect assessments for the maintenance, repair, replacement, management, and operation of the property of the Association, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise dealing with such property, whether real or personal;
- 4.1.10 To maintain, repair, replace, operate and manage the property of the Association, including the right to reconstruct improvements after casualty and to make further improvement of the Association's property, and to grant easements, rights-of-way to third parties;
- 4.1.11 To contract for the management, repair, replacement, operation and management of the Association's property and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Association Documents to have approval of the Board of Directors or membership of the Association;
- 4.1.12 To enforce the provisions of the Association Documents, as well as any rules and regulations adopted pursuant thereto, as the same may be hereafter established or amended;
- 4.1.13 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including recreational and communal facilities, to provide enjoyment, recreation, or other use or benefit to the members of the Association, all as may be deemed by the Board of Directors to be in the best interest of the Association;

- 4.1.14 To employ personnel, to retain independent contractors and professional personnel, and to enter into any supply, service, management or other contracts consistent with the purposes of the Association.

5.0 MEMBERSHIP AND VOTING RIGHTS

- 5.1 The Association shall have two members. These members shall be SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not for Profit, created for the purpose of operating and managing SNUG HARBOR LAKES, a Condominium; and SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not for Profit, created for the purpose of operating and managing SNUG HARBOR VILLAGE, a platted subdivision, and enforcing the covenants, conditions, and restrictions applicable to said subdivision. No other person, firm, corporation, or association shall be a member of this Association unless otherwise provided herein.
- 5.2 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner whatsoever. The funds and assets of the Association shall belong solely to the Association, subject to the limitation that the same shall be expended, held or used for the benefit of the members and for the purposes authorized herein and the in the other Association Documents which may hereafter be adopted or amended.

6.0 VOTING RIGHTS

- 6.1 On all matters on which the membership shall be entitled to vote, voting shall be as follows:
- 6.1.1 SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. shall be entitled to cast three (3) votes. The votes for said member shall be cast by the representatives of said member appointed to the Board of Directors of Association.
- 6.1.2 SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC. shall be entitled to cast two (2) votes. The votes of said member shall be cast by the representatives of said member appointed to the Board of Directors of Association.
- 6.2 The representatives of each member appointed to the Board of Directors of Association shall be the representative of that member who shall attend membership meetings and cast the votes of that member.

7.0 TERM OF EXISTENCE

- 7.1 The Corporation shall have perpetual existence.

8.0 INCORPORATORS

- 8.1 The names and addresses of the incorporators of this Association are as follows:

Lewis R. Pearce	2255 North Courtenay Parkway Merritt Island, FL 32953
Marcia A. Day	2255 North Courtenay Parkway Merritt Island, FL 32953
Kay Gallop	2255 North Courtenay Parkway Merritt Island, FL 32953

9.0 MANAGEMENT OF THE CORPORATION

9.1 The affairs of the Association shall be administered by the Officers of the Association under the direction of the Board of Directors. The Board of Directors, at the time of the annual meeting and after their election by the members, shall convene and thereupon elect such Officers as the Board of Directors may deem appropriate. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent or such other managerial and supervisory personnel or entities to administer or assist in the maintenance, management and operation of the Association property and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association or a Director or Officer of the Association, as the case may be.

9.2 The number of members of the first Board of Directors of the Association shall be five (5). The number of members of a succeeding Board shall be as provided from time to time by the Bylaws of the Association. The members of the Board of Directors shall be appointed by the members of the Association at the Annual Meeting of the members as provided by the Bylaws of the Association. The members of the Board of Directors need not be members of the Association, nor need they be members of any member association.

9.3 The names and post office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the Bylaws, and the laws of the State of Florida, shall hold office for the first year of the Association's existence, or until their successors are elected and have qualified, are as follows:

Paul L. Gould	2255 N. Courtenay Parkway Merritt Island, FL 32953
---------------	---

Robert Roth	2255 N. Courtenay Parkway Merritt Island, FL 32953
-------------	---

Victoria Dorado	2255 N. Courtenay Parkway Merritt Island, FL 32953
-----------------	---

9.4 The Board of Directors, at the time of the Annual Meeting and after their appointment by the members of the Association, shall convene and thereupon elect a President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

9.5 The Officers of the Association who shall serve until the first election under these Articles of Incorporation shall be the following:

PRESIDENT	Paul L. Gould
VICE PRESIDENT	Robert Roth
SECRETARY	Victoria Dorado
TREASURER	Victoria Dorado

#### 10.0 INDEMNIFICATION OF OFFICERS AND DIRECTORS

- 10.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that any claim for reimbursement or indemnification herein shall apply only if the Board of Directors approves such indemnification and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

#### 11.0 PRINCIPAL OFFICE

- 11.0 The principal office of the Association shall be located at 7600 U.S. #1, Micco, Florida 32958, but the Association may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### 12.0 INITIAL REGISTERED OFFICE AND AGENT

- 12.1 The street address of the initial registered office of the Association is 2255 North Courtenay Parkway, Merritt Island, Florida 32953. The name of the initial agent of this Corporation at that address is Lewis R. Pearce.

#### 13.0 ADOPTION OF BYLAWS

- 13.1 The original Bylaws of the Association shall be adopted by a majority vote of the members of the first Board of Directors of the Association present at the first meeting of said Board of Directors at which a quorum is present, and thereafter such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.

#### 14.0 AMENDMENTS

- 14.1 An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by any member of the Association in writing signed by said member. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or member, such proposed Amendment or Amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than fourteen (14) days nor later than thirty (30) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting, in accordance with the provisions of the Bylaws of the Association. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members entitled to vote not less than one hundred (100%) percent of the total votes in the Association in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to

register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with the said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date of which the same are so registered.

14.2 If all of the members of the Association shall execute an instrument amending these Articles of Incorporation, the same shall constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall not be necessary for the meeting otherwise prescribed above to be held.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seal this 17th day of December, 1987.

/s/ LEWIS R. PEARCE (SEAL)  
LEWIS R. PEARCE

/s/ MARCIA A. DAY (SEAL)  
MARCIA A. DAY

/s/ KAY GALLOP (SEAL)  
KAY GALLOP

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared LEWIS R. PEARCE, who, being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this 17th day of December, 1987.

/s/ ROSEANN T. SEAMAN  
Notary Public

My Commission Expires:  
(SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared MARCIA A. DAY, who, being by me first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 17th day of December, 1987.

/s/ ROSEANN T. SEAMAN  
Notary Public

My Commission Expires:  
(SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared KAY GALLOP, who, being by me first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this 17th day of December, 1987.

/s/ ROSEANN T. SEAMAN  
Notary Public



CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OR PROCESS WITHIN  
FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

FIRST -- THAT SNUG HARBOR MASTER ASSOCIATION, INC., DESIRING TO  
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH ITS  
PRINCIPAL PLACE OF BUSINESS IN THE CITY OF WEST MELBOURNE, STATE OF  
FLORIDA, HAS NAMED LEWIS R. PEARCE, LOCATED AT 2255 NORTH COURTENAY  
PARKWAY, CITY OF MERRITT ISLAND, STATE OF FLORIDA, AS ITS AGENT TO  
ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

/s/ LEWIS R. PEARCE  
LEWIS R. PEARCE  
Incorporator  
December 17 , 1987

ACCEPTANCE

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE-  
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I  
HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY  
WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND  
COMPLETE PERFORMANCE OF MY DUTIES.

/s/ LEWIS R. PEARCE  
LEWIS R. PEARCE  
Resident Agent  
December 17 , 1987

)

)

)

BYLAWS  
OF  
SNUG HARBOR MASTER ASSOCIATION, INC.

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

BYLAWS  
OF  
SNUG HARBOR MASTER ASSOCIATION, INC.  
TABLE OF CONTENTS

	<u>Page</u>
1.0 Definitions	240
2.0 Identity	240
3.0 Membership, Voting, Quorum, Proxies	241
4.0 Annual and Special Meeting of Members	241
5.0 Board of Directors	241
6.0 Officers	243
7.0 Fiscal Management	243
8.0 Amendments to Bylaws	247

BYLAWS

OF

SNUG HARBOR MASTER ASSOCIATION, INC.

A Florida Corporation Not For Profit

1.0 DEFINITIONS

1.1 The following words and phrases, when used in these Bylaws, shall have the following meaning:

1.1.1 "Articles" shall mean and refer to the Articles of Incorporation of SNUG HARBOR MASTER ASSOCIATION, INC.

1.1.2 "Association" shall mean and refer to SNUG HARBOR MASTER ASSOCIATION, INC., a Florida Corporation Not For Profit, its successors and assigns.

1.1.3 "Association Documents" shall mean and refer to the Articles, Bylaws, Rules and Regulations and any other documents which affect Association members or Association property, whether real or personal, and the Recreation Area Purchase Agreement and Recreation Area Note.

1.1.4 "Association Properties" shall mean and refer to all property of the Association, both real and personal, and any and all improvements thereon or enhancement thereof.

1.1.5 "Bylaws" shall mean and refer to the Bylaws of SNUG HARBOR MASTER ASSOCIATION, INC.

1.1.6 "Members" shall mean and refer to the two members of Association identified in the Articles.

1.1.7 "Rules and Regulations" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the Association.

2.0 IDENTITY

2.1 These are the Bylaws of SNUG HARBOR MASTER ASSOCIATION, INC., a corporation not for profit, incorporated under the laws of the State of Florida (hereinafter referred to as "ASSOCIATION"), the Articles of Incorporation of which were filed in the office of the Secretary of State on the 18th day of December, 1987. The ASSOCIATION has been organized for the purposes stated in the Association Documents.

2.2 The office of the ASSOCIATION shall be at 7600 U.S. #1, Micco, Florida 32958.

2.3 The fiscal year of the ASSOCIATION shall be the calendar year.

2.4 The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA," the words "CORPORATION NOT FOR PROFIT" and the year of incorporation. An impression of the seal is as follows:

3.0 MEMBERSHIP, VOTING, QUORUM, PROXIES

- 3.1 The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Articles 5.0 and 6.0 of the Articles of Incorporation of the ASSOCIATION, the provisions of which are incorporated herein by reference.
- 3.2 The percentage of voting rights required to make decisions and to constitute a quorum at members' meetings shall be one hundred (100%) percent of the representatives of each member of the ASSOCIATION, and decisions shall be made by a majority of the representatives present at a meeting at which a quorum is present, unless otherwise provided in the Association Documents.
- 3.3 Votes shall be cast in person by the designated representatives of each member of the ASSOCIATION, and proxies shall not be used for any purpose.

4.0 ANNUAL AND SPECIAL MEETING OF MEMBERS

- 4.1 The Annual Meeting of members shall be held at the office of the ASSOCIATION, at 10:00 a.m. Eastern Standard Time, or at such other place and time as the Board of Directors may designate, on the first Saturday in April of each year for the purpose of electing Directors and of transacting such other business as may be authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.
- 4.2 Special Meetings of members shall be held whenever called by the President or other Officer of the ASSOCIATION in the absence of the President, or by two or more members of the Board of Directors.
- 4.3 Notice of all Meetings of Members, Regular or Special, shall be given by the President, Vice President, or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in the absence of said Officers, to each representative of each member, not less than fourteen (14) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each representative within said time. Any representative of a member may, by written waiver of notice signed by such representative, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. If any Meeting of members cannot be organized because a quorum has not attended, the representatives who are present may adjourn the Meeting from time to time until a property quorum is present.

5.0 BOARD OF DIRECTORS

- 5.1 The members of the Board of Directors of ASSOCIATION shall be appointed by the members at the Annual Meeting of membership in the following manner:
- 5.1.1 Snug Harbor Lakes Condominium Association, Inc. shall appoint three members of the Board of Directors.
- 5.1.2 Snug Harbor Village Homeowners' Association, Inc. shall appoint two members of the Board of Directors.
- 5.2 Each member of the Board of Directors shall serve a term of one (1) year or until his successor is appointed and qualified.

- 5.3 Any Director may be removed by the member responsible for the appointment of said Director.
- 5.4 Vacancies in the Board of Directors, whether created by resignation or removal of a Director, shall be filled by the member responsible for the appointment of the Director resigning or who has been removed, by delivering a written instrument to ASSOCIATION designating the person to fill said vacancy for the unexpired term thereof.
- 5.5 No Director shall receive any compensation for any services he may render to the ASSOCIATION. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 5.6 The organizational Meeting of a newly appointed Board of Directors shall be held within ten (10) days after their appointment, at such time and place as shall be fixed by the Directors at the Meeting at which they were appointed.
- 5.7 Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or telegram, at least seven (7) days prior to the date named for such meeting, unless notice is waived.
- 5.8 Special Meetings of the Directors may be called by the President and must be called by the Secretary after written request of one (1) member of the Board. Not less than seven (7) days' notice of a meeting shall be given to a Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the Special Meeting.
- 5.9 All Board of Directors' meetings shall be open to all members of a member ASSOCIATION.
- 5.10 A quorum at a Directors' meeting shall consist of all five (5) Directors. The acts of the Board approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Association Documents. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Association Documents, the Directors who are present may adjourn the meeting from time to time until a proper quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.11 The Presiding Officer at Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.
- 5.12 All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, and the Association Documents. Such powers and duties shall be exercised in accordance with said ASSOCIATION Documents.

## 6.0 OFFICERS

- 6.1 The executive officers of the ASSOCIATION shall be a President who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or Vice President. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.
- 6.2 The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, to assist in the conduct of the affairs of the ASSOCIATION.
- 6.3 The Secretary shall keep the Minutes of all proceedings of the Directors and members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring the seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.
- 6.4 The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members and the books of the ASSOCIATION in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer and such other duties as may be prescribed by the Board of Directors or the President.
- 6.5 The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude their contracting with a Director for the management of the ASSOCIATION.

## 7.0 FISCAL MANAGEMENT

- 7.1 All assessments levied against the members of the ASSOCIATION, unless otherwise specifically provided for in the Association Documents, shall be in such proportion that the amount of assessment levied against each member shall bear the same ratio to the total assessment made against all members as the number of members of an individual member association bears to the total number of members of all member associations combined.
- 7.2 The assessment levied against each member shall not be made less frequently than quarterly in amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses, all of the unpaid operating expenses previously incurred, and all payments required to be made pursuant to the provisions of the Recreation Area Purchase Agreement and the Recreation Area Note. This provision may not be amended or deleted without the prior written consent of the Seller under the Recreation Area Purchase Agreement and the Holder of the Recreation Area Note.
- 7.3 The Board of Directors of ASSOCIATION shall establish an annual



budget in advance of each fiscal year which shall correspond to the calendar year. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, maintenance, repair and replacement of ASSOCIATION property, and shall take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The proposed Annual Budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, if applicable, as follows:

7.3.1 Income

- 1) Membership Assessments
- 2) Rental income
- 3) Vending machine income
- 4) Other income

7.3.2 Expense

- 1) Administration of Association Property
- 2) Management fees
- 3) Maintenance
- 4) Taxes on Association property
- 5) Insurance
- 6) Utilities
- 7) Recreation Area Note and Mortgage Payments
- 8) Other expenses

7.3.3 Reserves

- 1) Reserve for roof replacement
- 2) Reserve for building painting
- 3) Reserve for pavement resurfacing
- 4) Reserve for tools and equipment replacement

7.4 The Board of Directors of ASSOCIATION, in establishing an annual budget for the ASSOCIATION, shall include therein as a common expense of the ASSOCIATION the cost of maintaining leaseholds, memberships, or other possessory or use interests in lands or facilities as may be now or hereafter acquired by lease or agreement in form and content and containing provisions satisfactory to the Board of Directors of ASSOCIATION.

7.5 The Board of Directors of ASSOCIATION, in establishing said annual budget for ASSOCIATION, shall include therein a sum to be collected and maintained as reserve accounts for capital expenditures and deferred maintenance. These accounts shall include but not be limited to roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon the estimated life and estimated replacement cost of each reserve item. This paragraph shall not apply to budgets in which one hundred (100%) percent of members of the ASSOCIATION, at a duly called meeting of the members of the ASSOCIATION, have determined for a fiscal year to provide no reserve or reserves less adequate than required by this paragraph. The amount collected and allocated to the reserve accounts from time to time shall be maintained in a separate account by the ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any money from such reserve fund for replacements to meet other needs or requirements of ASSOCIATION in operating or managing or maintaining Association Property in the event of emergencies or in the event that sums collected from the members of the ASSOCIATION are insufficient to meet the then financial requirements of ASSOCIATION, but it shall not be

a requirement that these moneys be used for such latter purposes, as a separate assessment may be levied therefor if deemed to be preferable by the Board of Directors.

- 7.6 The Board of Directors of ASSOCIATION, in establishing said Annual Budget, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress, when such sums may be used to meet deficiencies from time to time existing. The annual amount allocated to such operating reserve and collected therefor shall not exceed ten (10%) percent of the current annual assessment levied against the members of the ASSOCIATION. Upon accrual in said operating reserve of a sum equal to thirty (30%) percent of the current annual assessment, no further payments shall be collected from the members of the ASSOCIATION as a contribution to such operating reserve, unless such operating reserve shall be reduced below said thirty (30%) percent level, in which event contributions to such operating reserve may be included in the annual assessment so as to restore said operating reserve to an amount which will equal thirty (30%) of the current amount of said assessment.
- 7.7 Notice of the meeting of the Board of Directors at which the annual budget will be considered shall be given by the Secretary of the ASSOCIATION or other officer of the ASSOCIATION in the absence of the Secretary; such notice shall be given to each member together with a copy of the proposed annual budget not less than thirty (30) days nor more than sixty (60) days prior to such meeting, and such notice shall be written or printed and shall state the date, time and place of such meeting. Upon adoption of said annual budget by the Board of Directors of the ASSOCIATION, the assessments for said year shall be established based upon such budget.
- 7.8 Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay ASSOCIATION expenses, or in the event of emergency, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.
- 7.9 All moneys collected by ASSOCIATION shall be treated as the separate property of said ASSOCIATION, and such moneys may be applied by ASSOCIATION to the payment of any expenses of the ASSOCIATION, or to the proper undertaking of all acts and duties imposed upon it by virtue of the Association Documents, and as moneys for any assessment are paid to ASSOCIATION by any member, the same may be commingled with moneys paid to said ASSOCIATION by the other members. Although said funds and common surplus, including other assets of ASSOCIATION and any increments thereto or profits derived therefrom, or from the leasing or use of ASSOCIATION property, shall be held for the benefit of the members of the ASSOCIATION, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein.
- 7.10 The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid to ASSOCIATION on or before the due date for such payment. In the event any assessment or installment thereof shall be in default, a penalty equal to twenty-five (25%) percent of such delinquent assessment or installment shall be assessed, and the delinquent assessment or installment thereof due to ASSOCIATION shall bear interest at the rate of eighteen (18%) percent per annum until such delinquent assessment or installment thereof, and all interest

due thereon, has been paid in full to ASSOCIATION. All moneys owing to ASSOCIATION shall be due and payable at the main office of ASSOCIATION in Micco, Florida.

- 7.11 In the event that any member is in default in payment of any assessment or installment thereof owed to ASSOCIATION, such member shall be liable for all penalties and interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof, and penalties and interest thereon, including a reasonable attorney's fee, whether or not suit be brought.
- 7.12 No member may exempt itself or any of its members from liability for any assessment levied against such member by waiver of the use or enjoyment of any of the Association Property, or in any other way.
- 7.13 The ASSOCIATION shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the ASSOCIATION:
  - 7.13.1 A photocopy of the recorded Bylaws of the ASSOCIATION and all Amendments thereto;
  - 7.13.2 A certified copy of the Articles of Incorporation and all Amendments thereto;
  - 7.13.3 A book or books containing the minutes of all meetings of the ASSOCIATION, of the Board of Directors, and members, which minutes shall be retained for a period of seven (7) years;
  - 7.13.4 A copy of the current Rules of the ASSOCIATION;
  - 7.13.5 All current insurance policies maintained by the ASSOCIATION;
  - 7.13.6 A current copy of any management agreement, lease or other contract to which the ASSOCIATION is a party or under which the ASSOCIATION or the members have an obligation or responsibility;
  - 7.13.7 Bills of Sale or transfers for all property owned by the ASSOCIATION;
  - 7.13.8 Accounting records for the ASSOCIATION according to good accounting practices. All accounting records shall be maintained for a period of seven (7) years. The accounting records shall include but not be limited to:
    - 7.13.8.1 Accurate, itemized and detailed records of all receipts and expenditures;
    - 7.13.8.2 A current account and a monthly, bi-monthly or quarterly statement of the account for each Lot, designating the name of the member, the date and amount of each assessment, the amount paid upon the account, and the balance due;
    - 7.13.8.3 All audits, reviews, accounting statements and financial records of the ASSOCIATION; and
    - 7.13.8.4 All contracts for work to be performed.

Bids for work to be performed shall also be considered official records of the ASSOCIATION and shall be retained for a period of one (1) year after the work performed for which bids were received has been completed.

7.14 The official records of the ASSOCIATION shall be maintained in Brevard County, Florida.

7.15 The official records of the ASSOCIATION shall be open to inspection by any ASSOCIATION member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the ASSOCIATION records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make and obtain copies, at reasonable expense to the ASSOCIATION member.

7.16 The depository of ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys in such accounts shall be only by check signed by such persons as are authorized by the Directors.

7.17 Fidelity bonds shall be required by the Board of Directors from all Directors and Officers or employees of the ASSOCIATION handling or responsible for ASSOCIATION funds. The amount of such bond shall be determined by the Directors but shall be at least the amount of the total annual assessments against members for common expenses. The premiums of such bonds shall be paid by ASSOCIATION and shall be considered a common expense.

#### 8.0 AMENDMENTS TO BYLAWS

8.1 These Bylaws of the ASSOCIATION may be amended in accordance with the same requirements and the same procedures as set forth in Article 14.0 of the Articles of Incorporation, unless otherwise provided herein.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

SNUG HARBOR VILLAGE

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

TABLE OF CONTENTS

	<u>Page</u>
1.0 Real Property Subject to this Declaration	251
1.1 Legal Description	251
2.0 Definitions	251
3.0 Land Plan	253
3.1 Plat	253
3.2 Common Areas	253
3.3 General Easements	253
3.4 Drainage Easement	253
3.5 Sales Easement	253
4.0 Common Area	253
4.1 Conveyance	253
4.2 Use	253
4.3 Ownership and Management	254
4.4 Insurance	254
4.5 Termination	254
4.6 Condemnation	254
5.0 Snug Harbor Village Homeowners Association, Inc.	254
5.1 Creation of Association	254
5.2 Membership in Association	255
5.3 Right to Maintain Lots and Buildings Thereon	255
6.0 Assessments: Liability, Lien and Enforcement	255
6.1 Power of Assessment	255
6.2 Lien for Assessment	255
6.3 Notification of Mortgage Holder	256
6.4 Recreation Area Purchase Fund	256
6.5 Assessment Installments	258
7.0 Limitation on Use of Mobile Home Units: Establishment of Architectural Committee	258
7.1 Architectural Review Committee	258
7.2 Meetings of the ARC	260
7.3 Compensation of Members	261
7.4 Removal of Members	261
7.5 Powers and Duties of the ARC	261
7.6 Architectural Criteria and Building Restrictions	263
7.6.1 Residential Mobile, Modular or Manufactured Homes	263
7.6.2 Building Lines	263
7.6.3 Driveways	263
7.6.4 Landscaping	263
7.6.5 Trees	263
7.6.6 Non-Interference with Easements	264
7.6.7 Individual Sewage Disposal System	264
7.6.8 Air Conditioning Units	264
7.6.9 Antennae and Aerials	264
7.6.10 Clothes Drying Area	264
7.6.11 Litter, Trash, Garbage	264
7.6.12 Drainage	264
7.6.13 Signs	264
7.6.14 Limited Exception for Non-Conforming Uses	265
7.7 Lots	265
7.8 Children	266
7.9 Pets	266
7.10 Further Subdivision	266
7.11 Maintenance of Exteriors	266

7.12	Noxious Vegetation	266
7.13	Nuisances	266
7.14	Commercial and Recreation Vehicles	266
7.15	Maintenance and Storage of Boats and Vehicles	266
7.16	Livestock and Poultry	266
7.17	Oil and Mining Operations	266
7.18	Individual Water Supply	267
7.19	Individual Sewage Disposal System	267
7.20	Lawful Use	267
7.21	Leasing	267
7.22	Proviso	267
8.0	General Provisions	267
8.1	Incorporation of the Land Use Documents	267
8.2	Disputes	267
8.3	Enforcement	267
8.4	Indemnification	268
8.5	Notice to Owners	268
8.6	Captions	268
8.7	Context	268
8.8	Severability	268
8.9	Term	268
9.0	Amendment of Declaration of Covenants, Conditions and Restrictions	269
9.1	Procedure	269
9.2	Rights of Developer	269
9.3	Restrictions on Amendment	270

Prepared by and return to:  
LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

SNUG HARBOR VILLAGE

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS made this \_\_\_\_\_ day of \_\_\_\_\_, 1987, by SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation (the "Developer").

WHEREAS, Developer is the owner in fee simple of a portion of the "LAND" as herein defined and the improvements thereon.

WHEREAS, the Joining Owners are the owners in fee simple of that portion of the LAND and the improvements thereon not owned by the Developer.

WHEREAS, Developer and Joining Owners intend for the LAND to be developed and used as a planned residential community known as "SNUG HARBOR VILLAGE", and

WHEREAS, in order to develop and maintain SNUG HARBOR VILLAGE as a planned residential community and to preserve the values and amenities thereof, it is necessary to declare, commit and subject the LAND and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens and easements, and to delegate and assign to a corporation certain powers and duties of ownership, administration, management, operation, maintenance and comfort,

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, Developer and the Joining Owners hereby declares that the LAND shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens, liens, and easements set forth in this Declaration of Covenants, Conditions, and Restrictions.

1.0 REAL PROPERTY SUBJECT TO THIS DECLARATION

1.1 LEGAL DESCRIPTION. The real property subject to this Declaration shall be all of the land described as being part of and included within the plat of SNUG HARBOR VILLAGE according to the plat thereof recorded in Plat Book 29, Page 29, of the Public Records of Brevard County, Florida (the "Land") and any and all improvements now or hereafter constructed thereon.

2.0 DEFINITIONS

2.1 The following words and phrases, when used in this Declaration, shall have the following meaning:

2.1.1 "Articles" shall mean and refer to the Articles of Incorporation of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

2.1.2 "Association" shall mean and refer to SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not for Profit, its successors and assigns.



- 2.1.3 "Bylaws" shall mean and refer to the Bylaws of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.
- 2.1.4 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for SNUG HARBOR VILLAGE.
- 2.1.5 "Developer" shall mean and refer to SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, its successors and assigns.
- 2.1.6 "Joining Owners" shall mean and refer to those persons, firms and corporations that are the record title holders of lots within SNUG HARBOR VILLAGE other than Developer and who have either executed this Declaration of Covenants, Conditions and Restrictions or appropriate joinder agreements for the purpose of subjecting their various lots to the provisions and conditions of this Declarations.
- 2.1.7 "LAND" shall mean and refer to all of the land described as being part of, and included within the plat of SNUG HARBOR VILLAGE according to the plat thereof as recorded in Plat Book 29, Page 29, Public Records of Brevard County, Florida.
- 2.1.8 "Land Use Documents" shall mean and refer to these Articles of Incorporation, the Bylaws of the Association, and the Declaration of Covenants, Conditions, and Restrictions for SNUG HARBOR VILLAGE as the same may now exist or may hereafter be amended, together with the Rules and Regulations adopted from time to time by the Association. The Land Use Documents shall also include the Articles of Incorporation and Bylaws for the SNUG HARBOR MASTER ASSOCIATION, together with any restrictive covenants and/or Rules and Regulations which may be established or approved by said Association, the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.
- 2.1.9 "Lot" shall mean and refer to any plot of land shown on the plat of SNUG HARBOR VILLAGE and designated by a numerical designation.
- 2.1.10 "Member" shall mean and refer to those persons or entities entitled to membership in the Association as provided in these Articles of Incorporation and the Bylaws of the Association, and shall include the Developer, so long as the Developer owns at least one (1) Lot.
- 2.1.11 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- 2.1.12 "Rules" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the Association.
- 2.1.13 "SNUG HARBOR VILLAGE" shall mean and refer to the planned residential community developed or to be developed upon the "LAND" as hereinbefore defined and to be established in accordance with the laws, ordinances, rules and regulations of all governmental agencies having jurisdiction thereof.

### 3.0 LAND PLAN

- 3.1 Plat. The LAND has been surveyed, subdivided and platted according to the Plat into eighty-six (86) lots and the Common Areas. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. All of the Common Areas shall be conveyed to the Association in accordance with the terms and provisions of this Declaration.
- 3.2 Common Areas. The Common Areas shall consist of open areas shown and described on the Plat as Tract A.
- 3.3 General Easements. Developer has granted and the Plat reserves certain utility easements. Developer reserves the further right, for as long as Developer owns any Lot, to grant electric, telephone, gas, water, sewer, drainage, cable television, and any other utility or service easement or easements over and across the Common Areas or any portion thereof and over and across any Lot; provided, however, that any such easement granted over a Lot shall lie within an already existing easement or within five (5) feet of a front, rear or side line of such Lot; and further provided, however, that any such granted easement does not destroy the intended usage of the Lot or portion of the Common Area over which such easement is granted. The consent of the Association or the Owners of the Lots affected by such easements shall not be required.
- 3.4 Drainage Easement. Developer has granted and the Plat reserves certain drainage easements. There is hereby declared and granted to all members of the Association, their families, guests, invitees, and tenants an exclusive easement and right to use such areas, subject to the terms and conditions of the Land Use Documents. Said easement and right to use is not personal, but is appurtenant to and runs with the Lots, is solely for Owners, their family members, invitees, guests and tenants, and is not for the benefit of members of the public at large, and terminates automatically upon an Owner's no longer owning a lot and being a member of the Association.
- 3.5 Sales Easement. Notwithstanding any provision in this Declaration to the contrary, Developer reserves unto itself, for as long as it owns a Lot, an easement and right over, across and appurtenant to the Common Areas for access, ingress, egress and use to carry on development, place signs, park vehicles and carry on a sales and marketing program. Without limiting the foregoing, Developer can use the improvements located in the Common Areas for the purposes and in the manner aforesaid.
- 4.0 COMMON AREAS
- 4.1 Conveyance. Prior to the conveyance by Developer of any Lots, Developer shall convey to the Association all of the Common Areas subject to the (1) terms and conditions of the Land Use Documents, (2) applicable zoning ordinances, (3) real estate taxes for the year of such conveyance, (4) an easement for encroachments, (5) such facts as an accurate survey may show, and (6) any and all reservations, restrictions and easements of record.
- 4.2 Use. Each Owner is hereby granted an irrevocable, non-exclusive easement and right to use the Common Areas subject to the terms and conditions of this Declaration and any and all Rules promulgated by the Board of Directors of the Association. Said easement and right to use is not personal, but is appurtenant to and runs with the Lots, is solely for Owners,

their family members, invitees, guests and licensees, is not for the benefit of members of the public-at-large, and terminates automatically upon an Owner's no longer owning a Lot and being a member of the Association. In the event that a corporation, partnership, trust or other such entity is an Owner, then such entity shall file with the Association a certificate duly executed by such entity designating one family which shall have the benefit of such easement and right of use of the Common Areas.

- 4.3 Ownership and Management. Upon the conveyance to the Association of the Common Areas, the Common Areas may not be thereafter sold, conveyed, transferred, subdivided, or otherwise alienated by the Association without the approval of all Owners and institutional first mortgagees. Subject to the foregoing, the Association shall exercise all rights of ownership of the Common Areas, including, without limitation, the right to reserve or grant further easements upon or under any part of the Common Areas, and the Association shall administer, manage, operate, maintain, repair and replace as necessary all of the Common Areas and any improvements located thereon. The Board may promulgate rules and regulations and may thereafter modify, alter, amend, rescind, and augment any of the same as to the use, operation and enjoyment of the Common Areas.
- 4.4 Insurance. The Association shall obtain and maintain policies of insurance for the purpose of providing coverage for the Common Areas, consisting of casualty and hazard insurance for the then full replacement cost of the improvements located thereon, including such coverage against loss or damage by fire, vandalism, windstorm or water; comprehensive public liability insurance; and fidelity insurance against dishonest acts on the part of officers, directors and employees of the Association. Subject to the foregoing coverage, the Board shall determine the insurers, the policy limits, and the coverage and substantive provisions of such policies.
- 4.5 Termination. If and in the event of a termination of this Declaration, a dissolution of the Association, and a liquidation of the property of the Association, it becomes necessary to distribute the Common Areas in kind to the Owners, then the Common Areas shall be distributed and conveyed so as to vest in the Owner of each Lot a fractional undivided interest as a tenant in common in all of the Common Areas, the numerator of which fraction shall equal the number of Lots owned by such Owner and the denominator of which shall be the number of Lots located on the LAND.
- 4.6 Condemnation. In the event the Association receives any award or payment arising from any taking of the Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board, and the remaining balance thereof, if any, shall then be distributed equally among the Owners and mortgagees of Lots as their respective interests may appear.
- 5.0 SNUG HARBOR VILLAGE HOMEOWNERS ASSOCIATION, INC.
- 5.1 Creation of Association. To efficiently and effectively provide for the maintenance, management, and operation of the Subdivision and Association property by the owners of lots, a non-profit Florida corporation, known and designated as SNUG HARBOR VILLAGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as Association, has been organized. Said Association shall undertake and perform all acts and duties incident to the maintenance, management and operation of the Subdivision and

Association property in accordance with the terms and conditions of the Articles of Incorporation and Bylaws of Association, true copies of which are annexed hereto and expressly made a part hereof as Exhibits III and IV respectively.

5.2 Membership in Association. The owner, or owners of each lot shall automatically become members of the Association upon his, her, their or its acquisition of an ownership interest in a lot, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such lot, regardless of the means by which such ownership may be divested.

5.3 Right to Maintain Lots and Buildings Thereon. In order to preserve the beauty, quality and value of the LAND, the Association shall have the right and obligation to enter upon any Lot on which there exists a violation of any covenant, condition or restriction set forth in any of the Land Use Documents, to summarily abate, remove and cure such violation. Without limiting the foregoing, upon and during any such violation, the Association shall have the right to repair and paint building exteriors and fixtures attached thereto and to mow, maintain, and clean lawn areas. Developer hereby reserves and grants to the Association a perpetual easement appurtenant to, over and across the Lots for ingress and egress to so preserve and maintain the value of the LAND. Any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained. Such assessments shall be collected in the same manner as any other assessment levied by the Association.

#### 6.0 ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

##### 6.1 Power of Assessment

ASSOCIATION, by this Declaration of Covenants, Conditions and Restrictions, is given the authority to maintain, operate, and manage the Subdivision and Association property, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all lots. To properly maintain, operate and manage the Subdivision and Association property, ASSOCIATION will incur, for the mutual benefit of all of the owners of lots, costs and expenses which will be continuing or non-recurring, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses." The ASSOCIATION shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the payment of all common expenses and shall assess the members of the ASSOCIATION for said sums. The ASSOCIATION shall assess lot owners and/or lots in amounts not less than are required to provide funds in advance for the payment of all common expenses and other expenses of the ASSOCIATION and Subdivision and Association property, as and when due. The ASSOCIATION shall enforce the collection of said assessment so that at all times the solvency of the ASSOCIATION, under any definition, is maintained and assured.

##### 6.2 Lien for Assessment

The ASSOCIATION shall have a lien against each lot for any unpaid assessments levied against said lot and the owner thereof, and for penalties, late charges, and interest accruing thereon, which lien shall also secure reasonable attorney's fees incurred by the ASSOCIATION incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Brevard

County, Florida. The said lien shall be recorded among the Public Records of Brevard County, Florida by filing a claim therein which states the legal description of the lot, the name of the record owner, the amount claimed to be due, and the dates said amounts became due. Provided, however, that no such claim of lien shall continue to be valid for a period longer than one (1) 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, penalties, late charges, and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the ASSOCIATION, or by a managing agent of the ASSOCIATION. Upon full payment, the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at the owner's expense. All such liens shall be subordinate to the lien of institutional first mortgages, and all such liens may be foreclosed by suit brought in the name of the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the lot subject to the lien shall be required to pay a reasonable rental for the lot, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same. The ASSOCIATION, at its option, may also sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the lot as a result of a of the foreclosure of such first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to a lot as the result of a conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns shall not be liable for that share of the common expenses or assessments by the ASSOCIATION chargeable to the lot, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale.

#### 6.3 Notification of Mortgage Holder

The ASSOCIATION shall notify, in writing, the holder of a first mortgage encumbering a lot of any default in the payment of any assessments against said lot where said default shall continue for a period of fifteen (15) days after the date upon which it was due and payable; provided, however, that notice of such default need be given only where the holder of a first mortgage has notified the ASSOCIATION, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.

#### 6.4 Recreation Area Purchase Fund

6.4.1 Each lot OWNER except "Joining Owners" shall be and are hereby assessed the sum of Two Thousand Dollars and no/100 Cents (\$2,000.00) as a contribution to the ASSOCIATION. The proceeds of said assessments shall be used by the ASSOCIATION to pay the assessment made by SNUG HARBOR MASTER ASSOCIATION, INC. against the ASSOCIATION for the purpose of providing the necessary funds to enable SNUG HARBOR MASTER ASSOCIATION, INC. to purchase the RECREATION AREA pursuant to the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE attached hereto as Exhibit "I" and "II", respectively.

6.4.2 The Assessment for the RECREATION AREA PURCHASE shall bear interest at the rate of ten per cent (10%) per annum on the unpaid balance thereof, shall be payable in two hundred sixteen (216) equal consecutive monthly install-

ments of principal and interest. A lot owner may prepay this Assessment at any time in accordance with the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.

- 6.4.3 If a lot OWNER shall fail to pay the RECREATION AREA PURCHASE ASSESSMENT or any installment thereof, the SELLER under the RECREATION AREA PURCHASE AGREEMENT and/or the holder of the RECREATION AREA NOTE, in addition to any other remedies provided by law and the RECREATION AREA PURCHASE AGREEMENT and the RECREATION AREA NOTE shall have a lien against the lot of the defaulting owner for the remaining unpaid balance of the assessments and interest accruing thereon. In the event of such a default, the SELLER under the RECREATION AREA PURCHASE AGREEMENT and/or the holder of the RECREATION AREA NOTE shall have the right to accelerate the remaining balance due, with the then remaining principal balance together with accrued interest becoming immediately due and payable in full. Said lien shall also secure reasonable attorney's fees, at both the trial and appellate levels, together with all costs incurred incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. All such liens may be foreclosed in the same manner as a foreclosure of a mortgage on real property.
- 6.4.4 The foreclosure of said lien against a lot OWNER for his proportionate share of the RECREATION AREA PURCHASE ASSESSMENT shall not be considered or construed as a termination or cancellation of the RECREATION AREA PURCHASE AGREEMENT or RECREATION AREA NOTE or operate as an extinguishment of any other lien rights or remedies provided by said RECREATION AREA PURCHASE AGREEMENT or RECREATION AREA NOTE or by law. The lien herein provided shall be subordinate to the lien of any institutional first mortgage encumbering a lot. Notwithstanding anything contained herein to the contrary, in the event an institutional first mortgagee of record or other purchaser of a lot obtains title thereto as a result of the foreclosure, of an institutional first mortgage or where such institutional first mortgagee accepts a deed to such lot in lieu of foreclosure, such acquirer of title, its heirs, legal representatives, successors and assigns shall remain obligated for that portion of the assessment attributable to such lot as provided for herein remaining unpaid as of such date and interest thereon in accordance with the terms contained herein accruing subsequent to but not prior to the date such acquirer of title obtains title thereto to be paid in full in cash or in equal monthly payments of principal and interest as provided above; provided, however, that payments of such assessment attributable to or upon a lot shall be deferred and no interest shall accrue on such assessment for so long as such institutional first mortgagee shall continue to hold title to such unit and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee; provided, further, that such deferral of payment shall continue only for such time as the institutional first mortgagee shall remain the title holder of the unit and the same shall not be occupied by a tenant or lessee holding by, through or under the said institutional first mortgagee.
- 6.4.5 In the event of prepayment in full of said assessment, the ASSOCIATION shall deliver to the lot OWNER making such prepayment a receipt therefore in recordable form,

joined in by the holder of the RECREATION AREA NOTE, reflecting that no further assessments on account of the purchase price of the RECREATION AREA shall be made against the said unit.

- 6.4.6 The provisions of this Section 6.4 shall not be amended, modified or deleted from this Declaration of Covenants, Conditions and Restrictions, so long as any amounts are due under the provisions of the RECREATION AREA PURCHASE AGREEMENT or the RECREATION AREA NOTE without the prior written consent of the SELLER under the RECREATION AREA PURCHASE AGREEMENT and the holder of the RECREATION AREA NOTE.

6.5 Assessment Installments

The assessment levied against the OWNER of each lot and the lot shall be payable in quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of ASSOCIATION. However, in no event shall such assessments be levied against the OWNERS of lots less frequently than quarterly.

7.0 LIMITATION ON USE OF MOBILE HOME UNITS:  
ESTABLISHMENT OF ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review Committee

- 7.1.1 The Architectural Review Committee (hereinafter referred to as the "ARC") shall consist of five (5) Members. Each Member of the ARC, except those appointed by the Developer, shall be a member of the Association or shall be an authorized representative, officer, or employee of a corporate member of the Association.

- 7.1.2 Election of Members of the ARC shall be conducted in the following manner:

- 7.1.2.1 Developer shall, at the beginning of the election of Members to the ARC, designate and select that number of Members of the ARC which it shall be entitled to designate and select in accordance with the provisions of this Declaration, and upon such designation and selection by Developer by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by Developer shall be deemed and considered for all purposes Members of the ARC and shall thenceforth perform the offices and duties of such Members until their successors shall have been selected or elected in accordance with the provisions of this Declaration.

- 7.1.2.2 Developer shall be entitled to designate each Member of the ARC until such time as the Owners of Lots in the Subdivision own ten (10%) percent or more of the total Lots that ultimately will be included in the Subdivision. When the Owners of lots own ten (10%) percent or more of the total Lots that ultimately will be included in the Subdivision, the Lot Owners other than Developer shall be entitled to elect not less than two-

fifths (2/5) of the Members of the ARC. Lot Owners other than Developer shall be entitled to elect a majority of the Members of the ARC three (3) years after sales by Developer have been closed on fifty (50%) percent of the Lots that ultimately will be included in the Subdivision, or three (3) months after sales have been closed by the Developer on ninety (90%) percent of the Lots that ultimately will be included in the Subdivision, or when all of the Lots that ultimately will be included in the Subdivision have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever event occurs first. The Association, within sixty (60) days after Lot Owners other than Developer are entitled to elect either two-fifths (2/5) or a majority of the Members of the ARC, shall call a Meeting of the members of the Association for the purpose of electing said Members of the ARC. Notice of said Meeting of the members of the Association shall be given to each member in the manner prescribed in this Declaration, except that said notice shall be given not less than thirty (30) nor more than sixty (60) days prior to said Meeting. The Developer shall be entitled to elect not less than one Member of the ARC so long as Developer holds for sale in the ordinary course of business at least one (1%) percent of the Lots that will be included in the Subdivision.

- 7.1.2.3 All Members of the ARC whom Developer shall not be entitled to designate and select under the terms and provisions of this Declaration shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the Association immediately following the designation and election of the Members of the ARC by Developer.
- 7.1.2.4 Vacancies in the ARC may be filled until the date of the next Annual Meeting by the remaining Members, except that, should any vacancy in the ARC be created in any membership previously filled by a person designated and selected by Developer, such vacancy shall be filled by Developer designating and selecting, by written instrument, the successor Member to fill the vacated membership for the unexpired term thereof.
- 7.1.2.5 At the first Annual Meeting of the members of the Association held after the Owners of Lots other than Developer shall be entitled to elect all of the Members of the ARC, the members shall elect two Members to the ARC for a term of three (3) years, two Members for a term of two (2)



years, and one Member for a term of one (1) year. At each Annual Meeting thereafter, the members shall elect as many Members of the ARC as there are regular terms of Members expiring at that time, and the term of office of the Members of the ARC so elected at the Annual Meeting of members of the Association each year shall be for three (3) years or until their successors are duly elected and qualified, or until removed from office in accordance with this Declaration. Until such time as the Owners of Lots other than Developer shall be entitled to elect all of the Members of the ARC, the term of office for Members shall be one (1) year or until their successors are elected and qualified.

7.1.2.6 In the election of Members to the ARC, there shall be appurtenant to each Lot as many votes for Members as there are members to be selected, provided, however, that no member of the Association or Owner of any Lot may cast more than one (1) vote for any person nominated as a Member of the ARC, it being the intent hereof that voting for Members of the ARC shall be non-cumulative.

7.1.2.7 In the event that Developer, in accordance with the privilege granted unto it, selects any person or persons to serve on the ARC, the said Developer shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said ARC. Replacements of any person or persons designated by Developer to serve on the ARC shall be made by written instrument delivered to the Secretary of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said ARC. The removal of any Member of the ARC by the designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to the Secretary of the Association. Whenever Developer's right to designate and select a Member or Members of the ARC expires, the Developer forthwith shall cause its Member or Members then serving to resign.

## 7.2 Meetings of the ARC

7.2.1 Regular Meetings of the ARC may be held at such time and place as shall be determined from time to time by a majority of the Members. Notice of regular meetings shall be given to each Member personally or by mail, telephone or telegram, at least three (3) days prior to the date named for such meeting, unless notice is waived. Notice of all regular meetings of the Members of the ARC shall be posted in a conspicuous place within the Subdivision property at least forty-eight (48) hours in advance for the attention of all

Owners of Lots.

- 7.2.2 Special Meetings of the ARC may be called by any Member of the ARC. Not less than three (3) days' notice of a meeting shall be given to a Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of such special meetings of the ARC shall be posted in a conspicuous place within the Subdivision property at least forty-eight (48) hours in advance of the meeting for the attention of all Owners of Lots.
- 7.2.3 All meetings of the ARC shall be open to all Owners of Lots.
- 7.2.4 A quorum at an ARC meeting shall consist of the Members entitled to cast a majority of the votes of the entire Committee. The acts of the ARC approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the acts of the ARC. If any ARC meeting cannot be organized because a quorum has not attended, the Members who are present may adjourn the meeting from time to time until a proper quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 7.2.5 The Presiding Officer at ARC meetings shall be the Chairman of the Committee, who shall be elected by the Members. In the absence of the Presiding Officer, the Members present shall designate one of their number to preside.
- 7.3 Compensation of Members. No Member of the ARC shall be entitled to any compensation for services performed as a Member of the ARC.
- 7.4 Removal of Members. Subject to the provisions granting to the Developer the right to appoint and remove Members of the ARC, any Member or Members of the ARC may be recalled and removed from office with or without cause by the vote of the owners of a majority of all voting interests. A special meeting of the members of the Association may be called by the owners of ten (10%) percent of all voting interests, giving notice of the meeting as required for a meeting of Lot Owners, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled Member or Members of the ARC shall turn over to the ARC any and all records of the ARC in their possession within seventy-two (72) hours after the meeting.
- 7.5 Powers and Duties of the ARC
- 7.5.1 No mobile, modular or manufactured home, or other improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, cabana, carport, or screen enclosure, shall be erected, placed or maintained on any Lot; no landscaping or planting shall be commenced or maintained upon any Lot; and no addition, alteration, modification or change to any of the above shall be made without the prior written approval of the ARC.
- 7.5.2 Two (2) complete site plans shall be submitted to the ARC for its review, and no mobile, modular or manufactured home, accessory, add-on, or other

improvement, including landscaping, shall be commenced without prior approval of the ARC. Such site plans shall include the following:

- 7.5.2.1 The location, shape and dimensions of the mobile, modular or manufactured home, accessory, add-on, or other improvement, and their distances from all Lot boundaries.
  - 7.5.2.2 Grading plan for Lots, including the intended method to be utilized in disposing of water run-off, which method must be consistent with the overall drainage plan for the Subdivision and must meet the requirements of all governmental agencies having jurisdiction thereof.
  - 7.5.2.3 The location of all trees that are more than three inches (3") in diameter.
  - 7.5.2.4 The location of all drives and side walks.
  - 7.5.2.5 The location of all walls, fences, hedge rows or other screening.
  - 7.5.2.6 The location, size, and description of all plants, shrubs, trees and other landscaping.
  - 7.5.2.7 The ARC may also require the submission of additional information and materials as may be reasonably necessary for the ARC to evaluate the proposed mobile, modular or manufactured home, landscaping or alteration. The Board shall have the right to refuse to approve any proposed mobile, modular or manufactured home, accessory, add-on, landscaping, or alterations which in its sole discretion are not suitable or desirable.
- 7.5.3 Any and all approvals or disapprovals of the ARC shall be in writing and shall be delivered to the Board of Directors of Association and the respective Lot Owner. In the event the ARC fails to approve or to disapprove in writing any proposed mobile, modular or manufactured home, accessory, add-on, landscaping, or alterations within thirty (30) days after submission to the ARC of all required information and materials related thereto, then said mobile, modular or manufactured home, accessory, add-on, landscaping, or alteration shall be deemed to have been approved by the ARC. Further, if the landscaping or the construction of any improvement or structure is completed and the ARC does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the ARC.
- 7.5.4 The ARC shall promulgate such further rules and regulations as it deems necessary for the processing of applications to the ARC. The foregoing rules and regulations shall be subject to approval by the Board of Directors of Association. Without limiting the foregoing, no improvement or structures shall be constructed and no landscaping or planting shall be

undertaken which is in violation of any covenant or restriction set forth in this Declaration.

## 7.6 ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

7.6.1 Residential Mobile, Modular or Manufactured Homes. No building or structure shall be erected, placed, or permitted to remain on any Lot except one single-family mobile, modular or manufactured home. Notwithstanding the foregoing, cabanas, carports, and other structures accessory to the use of the family occupying the mobile, modular or manufactured home may be erected on the Lot upon approval by the ARC. All such mobile, modular or manufactured homes shall meet the following requirements:

- 7.6.1.1 Be of a width of not less than 12 feet;
- 7.6.1.2 Be of a length of not less than 36 feet;
- 7.6.1.3 Be inspected and approved as to age, appearance, condition and structural standards by the ARC;
- 7.6.1.4 Be installed on the Lot by an authorized installation agency approved by the ARC, and in the manner designated by the ARC. "Installation" as used in this subparagraph shall include but not be limited to leveling, blocking, tying down, removal or masking of hitch, skirting and installation of approved set of steps.

7.6.2 Building Lines. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet from the front lot line. On any Lot having a curved front unit line, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet to any point on said curved front lot line. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than seven and one-half (7 1/2) feet to any side lot line. On all Lots abutting the boundary of the Subdivision property, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than fifteen (15) feet to the rear lot line.

7.6.3 Driveways. All Lots shall have a paved driveway of stable and permanent construction of at least ten (10) feet in width. All driveways shall be constructed with concrete or asphalt unless otherwise specifically approved by the ARC.

7.6.4 Landscaping. A landscaping plan for each Lot shall be submitted to and approved by the ARC. In reviewing landscaping plans, the ARC shall encourage owners to submit plans which are consistent and harmonious with landscaping in the neighborhood. No artificial vegetation shall be permitted to remain on a Lot which may damage or interfere with the elevation or slope of the surface of the Lot, create erosion or sliding problems, or change the subdivision drainage system. Sod shall be required in the front and side yards of a Lot. Seeding or sprigging will be permitted in the rear yard of a Lot.

7.6.5 Trees. No tree greater than three (3) inches in

diameter and greater than five (5) feet in height above the natural grade of the Lot shall be cut or removed without the specific prior approval of the ARC. The ARC may require that any such trees removed from a Lot be transplanted to a Common Area at the expense of the respective Lot Owner.

- 7.6.6 Non-Interference with Easements. No structure, planting, or other material shall be placed or permitted to remain on a Lot which may damage or interfere with the installation and maintenance of utilities or drainage facilities located within the Subdivision.
- 7.6.7 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot.
- 7.6.8 Air Conditioning Units. No window or wall air conditioning units shall be permitted in any mobile, modular or manufactured home or other structure located on a Lot. Compressors and fans for central air conditioning systems which are located outside of the exterior of a mobile, modular or manufactured home shall be adequately walled, fenced or landscaped.
- 7.6.9 Antennae and Aerials. No antennae or aerials shall be placed upon any Lot or affixed to the exterior of any mobile, modular or manufactured home, and no antennae or aerial placed or affixed within a mobile, modular or manufactured home shall extend or protrude beyond the exteriors of such unit, without the prior approval of the ARC.
- 7.6.10 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a mobile, modular or manufactured home shall be constructed on a Lot, except that a collapsible umbrella clothes drying facility may be erected.
- 7.6.11 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any mobile, modular or manufactured home. No Owner shall sweep or throw onto a Lot from his mobile, modular or manufactured home any dirt or any other materials or otherwise litter in any way his Lot. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any Lot, except in closed sanitary containers. Such containers shall be kept in sanitary condition in an enclosed area attached to the mobile, modular or manufactured home and constructed in a manner approved by the ARC. Such containers shall be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the LAND.
- 7.6.12 Drainage. No change in elevation of any Lot shall be made which will cause undue hardship to adjoining property with respect to natural runoff of rainwater. Any change in elevation of a Lot shall be approved the the ARC.
- 7.6.13 Signs
  - 7.6.13.1 The size and design of all signs located on a Lot shall be subject to the approval of the ARC. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances:

- 7.6.13.2 Directional or traffic signs installed by the appropriate governmental authority or by Developer;
- 7.6.13.3 Developer may display signs on Lots;
- 7.6.13.4 One "For Sale" or "For Rent" sign not larger than one (1) square foot may be placed on a Lot by the Owner thereof;
- 7.6.13.5 A name and address of a size and design approved by the ARC.
- 7.6.1.6 The provisions of this section shall not apply to the Developer, who shall have the right to place "For Sale" and "For Rent" signs of Developer's choosing in connection with any unsold or unoccupied Lot it may own from time to time. The same right is reserved to any institutional first mortgagee which may become the Owner of a Lot, and to the Association as to any Lot which it may own.

7.6.14 Limited Exception for Non-Conforming Uses. The provisions contained in these Covenants, Conditions and Restrictions regarding the size, location or age of any mobile, modular or manufactured home, together with provisions for driveways, shall not be applicable to any existing mobile, modular or manufactured home located on a Lot at the time this Declaration of Covenants, Conditions and Restrictions and the exhibits thereto are recorded in the public records of Brevard County, Florida.

#### 7.7 Lots

- 7.7.1 Each Lot is hereby restricted for use by the Owner or Owners thereof, their immediate families, guests, servants, lessees and invitees.
- 7.7.2 No building or structure shall be erected, placed or permitted to remain on a Lot except one single family mobile, modular or manufactured home. Notwithstanding the foregoing, cabanas, carports and other structures necessary to the use of the family occupying the Lot may be erected on the Lot upon the approval of the ARC.
- 7.7.3 The occupancy of each mobile, modular or manufactured home originally designed to have one bedroom is hereby restricted to two (2) occupants. The occupancy of each mobile or modular home originally designed to two bedrooms is hereby restricted to four (4) occupants. It is the intention of this provision that the occupancy of each mobile, modular or manufactured home located on a Lot shall be restricted to two (2) persons for each bedroom for which the mobile, modular or manufactured home was originally designed.
- 7.7.4 In order that the Association may properly monitor the occupancy of all Lots, any Lot Owner who has a guest or guests residing on said owner's Lot for a period in excess of three (3) days shall register said guest or guests with the Association at the Association's office located in the Subdivision. Such registration shall consist of providing the Association the names, addresses and length of stay of each guest.

- 7.8 Children. No Lot Owner shall permit any person under the age of eighteen (18) years to reside permanently in any mobile, modular or manufactured home located on a Lot owned by them in the Subdivision. Should it become necessary, for any reason whatsoever, for a person under the age of eighteen (18) years of age to become a permanent resident in the household of any Lot Owner, said Lot Owner shall vacate the Lot owned by them within six (6) months of the date upon which the person under eighteen (18) years assumes residency with the Lot Owner. Children under the age of eighteen (18) years may visit and temporarily reside in a mobile, modular or manufactured home located on a Lot, provided such residency does not exceed thirty (30) days within any consecutive twelve month period.
- 7.9 Pets. No pets shall be maintained or kept on any of the Lots other than gold fish, tropical fish and the like, and such birds as canaries, parakeets and the like, provided that they are not kept, bred or maintained for a commercial use. Provided, however, that any current lot owner shall have the right to keep any pets which they currently have until said pet dies or is otherwise disposed of. Said pet may be replaced with a pet which complies with the provisions of this paragraph.
- 7.10 Further Subdivision. No Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots. In the event that a Lot is increased in size pursuant to the foregoing, all of the provisions of the Land Use Documents shall apply.
- 7.11 Maintenance of Exteriors. Each Owner shall maintain the exteriors of all structures on a Lot, and any and all fixtures attached thereto, in a sightly manner and shall maintain all gutters, downspouts and other such fixtures in a good working order.
- 7.12 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon a Lot. All Lots shall be maintained in a green and sightly manner, and all grass, weeds, or other vegetation shall not be permitted to exceed six (6) inches in height.
- 7.13 Nuisances. No Owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be carried on on his Lot any nuisance, any immoral or illegal activity, or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.
- 7.14 Commercial and Recreation Vehicles. No commercial vehicle of any kind shall park or be parked at any time on a Lot unless such commercial vehicle is in the process of being loaded or unloaded. Recreational vehicles, recreational trailers, and boats may be stored on any Lot as long as they have a current, valid sticker, and must be set in back of the mobile, modular or manufactured home or under an awning or carport attached to the mobile, modular or manufactured home.
- 7.15 Maintenance and Storage of Boats and Vehicles. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot.
- 7.16 Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except as provided for in paragraph 6.9 above.
- 7.17 Oil and Mining Operations. No oil drilling, quarrying or mining operations of any kind shall be permitted upon or under

any Lot, nor shall any wells, tunnels, shafts, derricks or other structures or excavations designed for use in boring for oil or natural gas be erected, maintained or permitted on any Lot.

- 7.18 Individual Water Supply. No individual water supply system shall be permitted on any Lot, except for a well and pump to provide water for a law sprinkler system.
- 7.19 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any Lot.
- 7.20 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any Lot or of the Common Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
- 7.21 Leasing. No lease shall have a term of less than six (6) months. No rooms may be rented and no transient tenants shall be accommodated on any Lot within the Subdivision, nor shall any lease of a Lot release or discharge the Owner thereof of compliance with any of his obligations and duties as a Lot Owner. All of the provisions of the Land Use Documents and rules and regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Lot as a tenant to the same extent as against a Lot Owner, and a covenant exists upon the part of each such tenant to abide by the rules and regulations of the Association. The terms and provisions of the Land Use Documents designating the Association as the Lot Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether specifically expressed in such agreement or not.
- 7.22 Proviso. Provided, however, that the until the Developer has completed all of the contemplated improvements and closed upon the sale of all the Lots in the Subdivision, neither the Lot Owners nor the Association shall interfere with the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Property as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, maintenance of models, showing of the property and the display of signs.

#### 8.0 GENERAL PROVISIONS

- 8.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Land Use Documents, including this Declaration, whether or not the incorporation of the terms and conditions of the Land Use Documents is specifically set forth by reference in such deeds, and acceptance by an owner of such a deed shall be deemed acceptance by such owner of all of the terms and conditions of the Land Use Documents.
- 8.2 Disputes. In the event there is any dispute as to whether the use of the property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the ARC, and the determination rendered by the ARC with respect to such dispute shall be final and binding on all parties thereto.
- 8.3 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, or the institutional first mortgagee, in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief, against any



person, firm or entity violating or attempting to violate any covenant or restriction herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

- 8.4 Indemnification. The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Common Areas, and from and against all costs, expenses, counsel fees, expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from any and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under this Declaration or of compelling the specific enforcement of the terms, conditions and covenants contained herein to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant or indemnification set forth in this Section shall be an Association expense.
- 8.5 Notice to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the owner on the records of the Association at the time of such mailing.
- 8.6 Captions. Article and Section captions inserted throughout this Declaration are intended only as a matter of convenience and for reference, and in no way shall such captions or headings define, limit, or in any way affect any of the terms or provisions of this Declaration.
- 8.7 Context. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa.
- 8.8 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Without limitation of the foregoing, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.
- 8.9 Term. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the land and inure to the benefit of Developer, the Association, the Owners, and the respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording of this Declaration in the Public Records of Brevard County, Florida, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior

to the termination of such ninety-nine (99) year term or to each such ten (10) year extension there is recorded in the Public Records of Brevard County, Florida, an instrument agreeing to terminate this Declaration, signed by two-thirds (2/3) of all Owners and two-thirds (2/3) of all institutional first mortgagees, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension during which such instrument was recorded.

9.0 AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS

9.1 Procedure

9.1.1 An Amendment or Amendments to this Declaration may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member notice of such Special Meeting, in accordance with the terms of the Bylaws of the Association.

9.1.2 At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members comprising not less than seventy-five (75%) percent of the membership in the Association.

9.1.3 Such Amendment or Amendments of this Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and the original or an executed copy of such Amendment or Amendments, so certified and executed with the same formalities as a Deed, shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording date indentifying the Declaration.

9.2 Rights of Developer

9.2.1 No alteration, amendment, or modification of the rights and privileges granted and reserved hereunder in favor of Developer shall be made without the written consent of Developer first being had and obtained.

9.2.2 Until such time as the Owners of Lots other than Developer shall be entitled to elect a majority of the Board of Directors of the Association, this Declaration may be amended by the Developer, by recording such Amendment in the Public Records of Brevard County, Florida, and no meeting of the membership nor any approval thereof need be had, provided that the Amendment does not increase the number of Lots to be located in the Subdivision nor alter the boundaries of the Common Property, nor change the configuration or

size of any Lot in any material fashion, or material alter or modify the appurtenances to such Lot.

9.3 Restrictions on Amendment

9.3.1 No alteration, amendment or modification of the rights and privileges granted and reserved hereunder in favor of SNUG HARBOR MASTER ASSOCIATION, INC., the Seller under the RECREATION AREA PURCHASE AGREEMENT or the Holder of the RECREATION AREA NOTE shall be made without the written consent of same first being had and obtained.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions, and Restrictions has been signed by Developer, the day and year first above set forth.

ATTEST:  
Corporate Seal

SNUG HARBOR LAKES DEVELOPMENT, INC.

*Victoria Dorado*  
VICTORIA DORADO  
Assistant Secretary

By: PAUL L. GOULD, President

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, PAUL L. GOULD and VICTORIA DORADO, the President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed, that the said instrument is the act and deed of said corporation, and that they affixed thereto the official seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)

)

)

Recreation Area Purchase Agreement

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

RECREATION AREA PURCHASE AGREEMENT

This Recreation Area Purchase Agreement, hereinafter referred to as "Purchase Agreement," entered into by and between SNUG HARBOR LAKES DEVELOPMENT, INC., hereinafter called the "Seller," and SNUG HARBOR MASTER ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Buyer."

W I T N E S S E T H :

1. Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, real property and improvements thereon more particularly described in Exhibit "A" attached hereto and made a part hereof, said lands lying and being in Brevard County, Florida, all pursuant to the terms and provisions hereof.

2. The agreed upon purchase price for the property is \$742,000.00. Seller recognizes and acknowledges that Buyer is a master association whose members are Snug Harbor Lakes Condominium Association, Inc. and Snug Harbor Village Homeowners' Association, Inc. Seller also recognizes and acknowledges that the recreational areas and facilities being purchased by the Buyer are for the use and benefit of the individual members of its member associations and that the Buyer will derive the monies necessary and required for the payment of the purchase price by assessing its individual member associations and the members of such associations, and that it is, therefore, essential that the purchase price be capable of division amongst the Buyer's member associations and their individual members, and that payment thereof be on such terms and provisions as shall take into account the nature of the association and the division of the purchase price among its membership.

3. Allocation of Purchase Price Among Members of Purchasing Association

a. The portion of the purchase price attributable to Snug Harbor Lakes Condominium Association, Inc. shall be \$678,000.00, which shall be allocated to its membership as follows:

(1) The Association shall allocate the sum of

\$2,000.00 to each mobile home unit in the condominium, excluding those units which are owned by JOINING OWNERS, as said term is defined in the Declaration of Condominium for Snug Harbor Lakes, a Condominium and their successors in title.

(2) No assessment shall be made against the mobile home unit owned by any JOINING OWNER or any NON-JOINING OWNER, as said terms are defined in the Declaration of Condominium of Snug Harbor Lakes, a Condominium, it being expressly understood and agreed that said joining owners and non-joining owners have previously paid their pro rata portion of the total purchase price of this property, and that the purchase price stated in this agreement has been reduced as a result of those prior contributions.

b. The portion of the purchase price attributable to Snug Harbor Village Homeowners' Association, Inc. shall be \$64,000.00, which shall be allocated as follows:

(1) The Association shall assess the sum of \$2,000.00 against each of the lots within the plat of Snug Harbor Village which are presently owned by the developer, Snug Harbor Lakes Development, Inc., and Snug Harbor Lakes Development, Inc. does hereby consent to said assessment.

(2) There shall be no assessment against any of the lots contained within the plat of Snug Harbor Village, except for those enumerated in paragraph 1, it being hereby agreed that the owners of the remaining lots contained within the plat of Snug Harbor Village which have been previously purchased have already paid their pro rata share of the purchase price, and the purchase price contained in this agreement has been reduced accordingly.

4. Payment of the Purchase Price. The entire purchase price of \$742,000.00 shall be paid by the Buyer, Snug Harbor Master Association, Inc., executing and delivering to Seller a promissory note in the full amount of the purchase price of \$742,000.00. Said note shall bear interest at the rate of ten (10%) percent per annum

and shall be payable in equal consecutive monthly installments of principal and interest of \$7,420.00, each such installment being applied first to accrued interest, with the remainder being applied to reduction of the balance of the principal, subject to the following terms and conditions:

a. Payments on account of that portion of the purchase attributable to a Mobile Home Unit located within Snug Harbor Lakes, a Condominium, or attributable to a lot within Snug Harbor Village, shall not commence until the mobile home unit or lot has been sold or conveyed by the developer, Snug Harbor Lakes Development, Inc., a Florida corporation. Upon such sale, payments on account of that portion of the purchase price attributable to said mobile home unit or lot shall commence on the first day of the next succeeding month. Said payment shall commence notwithstanding that Seller may continue to use portions of the recreational area for sales and management purposes.

b. Interest shall not commence to accrue on that portion of the purchase price attributable to a mobile home unit or lot until the first day of the next succeeding month after the unit has been sold and conveyed by the developer, Snug Harbor Lakes Development, Inc.

c. That portion of the purchase price attributable to a mobile home unit in Snug Harbor Lakes, a Condominium, or a lot in Snug Harbor Village shall be paid in two hundred sixteen (216) equal monthly installments of principal and interest, each such installment to be the sum of \$20.00 per month.

5. Right to Prepay. Subject to the limitations set forth below, the purchase price may be prepared by the Buyer in whole or in part at any time. A unit owner shall have the right to prepay that portion of the purchase price attributable to his Mobile Home Unit or lot, provided that such prepayment is made in full, and upon making such prepayment the said unit owner, his successors and assigns shall not be assessed or responsible for any further portion of the purchase price or interest accrued thereon, and the Buyer shall



promptly pay such prepaid amount to Seller. Upon payment thereof to Seller, the monthly payment on account of this obligation due and payable by the Buyer shall be reduced accordingly.

6. Title.

a. The conveyance of the recreational area to the Buyer shall be by statutory warranty deed and shall be subject to the following:

(1) All rights therein reserved to the Seller and others, as contained in the Declaration of Condominium for Snug Harbor Lakes, a Condominium;

(2) All easements granted by the Seller or joined in by the Seller for the purpose of providing for utilities ingress and egress, or other use designed to permit the full utilization and enjoyment of the recreational area by the Grantor and all those claiming by, through and under the Grantor and the membership of the Grantee;

(3) Taxes and other governmental assessments and impositions for the year 1988 and subject years;

(4) Zoning and other applicable governmental ordinances;

(5) Restrictions, limitations, reservations, reversions, easements, conditions and agreements of record.

b. All personal property shall be conveyed to Snug Harbor Master Association, Inc. by Seller by bill of sale, free and clear of all liens and encumbrances.

7. Condition of the Property. The property being conveyed, both real and personal, is being sold in "as is" condition.

8. Consent and Ratification of Agreement By Unit Owners.

Each and every person, whether natural or corporate, who shall acquire or take any title or interest whatsoever in or to a mobile home unit in Snug Harbor Lakes, a Condominium, or who shall acquire or take any title or interest whatsoever in or to a lot in Snug Harbor Village from the developer, Snug Harbor Lakes Development, Inc., its successors and assigns, by acceptance and/or the recordation of the deed, grant, assignment or other instrument

granting, conveying or providing for such interest, or by the exercise of the rights or uses granted therein, shall be deemed to have consented to and ratified the provisions of this Agreement to the same effect and extent as if such person or persons had executed the Agreement with formalities required in the deed, and shall be deemed to have subordinated and subjected each and every interest of such person to the terms of this Agreement and the Recreational Area Note.

9. Rights Reserved to Seller. Until the Seller, Snug Harbor Lakes Development, Inc., a Florida corporation, shall have completed development, promotion and sale of all of the mobile home units to be located in Snug Harbor Lakes, a Condominium, and has completed the development, promotion and sale of all of the lots included in the plat of Snug Harbor Village, Developer shall have the following rights with regard to the recreational area, notwithstanding any other provisions of this Agreement to the contrary, which rights shall survive the conveyance of the property from the Seller to the Buyer:

a. The right to use and occupy exclusively any portion of the recreational area designated as offices in the plans in the recreational area;

b. The right to use, occupy and demonstrate on a non-exclusive basis all of the recreational area for the purpose of promoting and aiding in the sale or rental of the Mobile Home Units contained in Snug Harbor Lakes, a Condominium, or the lots contained within the plat of Snug Harbor Village. Such rights shall not be exercised in an unreasonable manner not consistent with the right of the members of the Buyer to use, occupy and enjoy such portions of the recreational area.

c. Nothing herein contained shall serve in any way to reduce Buyer's obligations for the payments due under this Purchase Agreement or for the payment of taxes, repair and maintenance of the property.

10. A Florida Contract. This contract is to be construed and

enforced under the laws of the State of Florida.

11. Guarantors. As a part of the inducement to the Seller to make the conveyance provided for herein, the Buyer hereby designates the Seller and its successors and assigns with full power of substitution for the purpose of enforcing the obligation of any member association of the Buyer or the individual members of the member associations, to pay that portion of any assessments against such member attributable to him or payable toward the purchase price of the recreational area, or any other cost or obligation due and payable toward the purchase price on the recreational area, or any other cost or obligation due and payable pursuant to the terms and provisions hereof. Said power shall include the right in the Grantor and its successors and assigns to file such action or actions as it deems advisable and necessary against such defaulting member, in its own name or in the name of the grantee, and to collect in addition to any delinquent assessment attorneys' fees and court costs incurred, together with interest on any delinquent assessment at the rate of eighteen (18%) percent per annum. The Buyer further designates the Seller and its successors and assigns with full power of substitution for the purpose of making and enforcing assessments against the member associations of the Buyer, as well as the individual members of the member associations, to pay monies required to satisfy the obligations of the Buyer to the Grantor pursuant to the terms and provisions hereof, as well as to enforce any of the other terms and provisions hereof.

12. Duty of Buyer to Pay. It shall be the duty and obligation of the Buyer to assess its membership and to require that its individual member associations assess their membership for their pro rata portion of the cost of the recreation facilities, in accordance with the provisions of the applicable laws of the State of Florida dealing with condominiums, homeowners' associations, and non-profit corporations, and the individual documents governing the individual member associations, for such monies as shall be necessary to pay the monies and other obligations provided for in this Agreement, and to otherwise perform its covenants and promises contained herein.

13. Modification. Except as reserved to the Seller, neither this Agreement nor any terms hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

14. Headings. The headings of the sections, paragraphs and subdivisions of this Purchase Agreement are for convenience of reference only and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereon.

15. Invalid Provisions. In case any one or more of the covenants, agreements, terms, or provisions contained in this Purchase Agreement shall be held invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall in no way be affected, prejudiced or disturbed thereby.

16. Successors and Assigns. Whenever in this Purchase Agreement one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Purchase Agreement by or on behalf of the Seller, or by or on behalf of the Buyer, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. This Purchase Agreement shall not be assigned by the Buyer without the written approval of the Seller, but shall be freely assignable or transferrable in whole or in part by the Seller.

17. Entire Agreement. This instrument constitutes the entire agreement between the parties, and neither party has been induced by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises, or understandings whatsoever in any way touching the subject matter of this agreement which are not expressly contained herein.

18. Waiver of Rights. The failure of the Seller to enforce any covenants, obligations, or agreement of the Buyer herein contained shall not constitute a waiver of the right to do so

thereafter, not shall it constitute a waiver of the right to enforce any other covenants, obligations, or agreements herein contained.

19. Receipt for Full Payment. Upon full payment by a unit owner of that portion of the purchase price attributable to his mobile home unit, and upon payment of such funds to the Seller, the Association shall deliver to said unit owner a receipt therefor in recordable form, joined by the Seller, reflecting that no further assesment shall be made against the said unit in connection with the purchase price of the recreational area.

20. Prorations. Except where such items shall be an expense of the Buyer, taxes, insurance and other prorations shall be prorated as of the date of such conveyance to the Buyer and shall be computed on a daily basis.

21. Costs. Seller shall pay all costs of preparation of the warranty deed and other instruments of conveyance, and all costs of documentary stamps on the deed. Seller shall further be obligated to pay all costs of recording the deed and recording fees for recording of any other instruments, and shall further be obligated to pay the documentary stamps which are required to be affixed to the promissory note to be executed by the Buyer.

22. Copies. A copy of this Agreement, together with copies of the recreational area notes, shall be exhibited or delivered to each person contracting to acquire a mobile home unit in Snug Harbor Lakes, a Condominium, or a lot in Snug Harbor Village from Snug Harbor Lakes Development, Inc., for the purpose of making full disclosure of all the terms and provisions hereof. Each such person expressly agrees and consents that minor changes, deletions, additions and amendments may be made to this Agreement without further advice or notice to such person, for the purpose of correcting typographical errors, complying with the requirements of an institutional mortgagee, or for other reasons, provided such deletion, addition and/or adjustment shall not materially adversely affect the rights of such person or the Buyer hereunder.

23. Obligation of the Unit Owner. Notwithstanding any provision of this Agreement to the contrary, so long as an owner of a

Mobile Home Unit in Snug Harbor Lakes, a Condominium, or the owner of a lot in Snug Harbor Village shall pay that portion of the purchase price due and owing to the Seller attributable to his Mobile Home Unit or lot, and shall pay his proportionate share of the taxes, utilities, insurance, and other recreational area expenses as set forth herein to the Association, or, in the event of default by the Buyer, pay said amounts directly to the Seller, the Seller will not and may not enforce any of the rights which it might otherwise have against said Mobile Home Unit owner or lot owner under the terms and provisions hereof, notwithstanding that the Buyer is in default of this Agreement and/or that any other Mobile Home Unit owner or lot owner has failed to perform or keep its obligations as a member of the Buyer to pay his proportionate share of such recreational area expenses, or his proportionate share of the purchase price due and owing to the Seller under the terms and provisions hereof and the recreational area note.

24. Survival of Agreements. All representations, warranties and agreements made by the parties hereto contained herein or pursuant hereto shall survive the closing of the transaction provided for herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto this \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Attest:  
(Corporate Seal)

SNUG HARBOR LAKES  
DEVELOPMENT, INC.

\_\_\_\_\_  
Cheryl L. Silkoff

By: \_\_\_\_\_  
Paul L. Gould, President

EXHIBIT A

LEGAL DESCRIPTION

Parcel 64: Recreation Area

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run S 89°35'00" W along the North line of Barefoot Bay, as recorded in Plat Book 22, Page 120, Public Records of Brevard County, Florida, a distance of 1211.35 feet to the intersection of the centerline of Tern Drive; thence run N 0°25'00" W along said centerline a distance of 112.0 feet to the intersection of the centerline of Bannock Street; thence run S 89°35'00" W along said centerline a distance of 689.53 feet to the intersection of the centerline of Kyak Court; thence run N 0°38'31" W along said centerline a distance of 124.0 feet; thence run N 89°35'00" E a distance of 12.0 feet to the Point of Beginning of the herein described parcel; thence run N 0°38'31" W a distance of 497.43 feet to a Point of Curvature, thence Northeast along said curve, having a radius of 25.0 feet, concave to the Southeast, through a central angle of 80°03'36", an arc distance of 34.93 feet, thence run N 79°25'05" E a distance of 140.77 feet to a Point of Curvature, thence Northeast along said curve having a radius of 363.15 feet, concave to the Northwest, through a central angle of 29°42'43", an arc distance of 188.32 feet; thence run N 89°35'00" E a distance of 154.42 feet, thence run N 0°25'0" W a distance of 35.0 feet; thence run N 89°35'00" E a distance of 333.25 feet; thence run S 23°52'01" E a distance of 268.39 feet; thence run S 23°05'0" W a distance of 452.0 feet; thence run S 89°35'0" W a distance of 740.17 feet to the Point of Beginning.

---

THE REMAINDER OF THIS PAGE HAS BEEN DELIBERATELY LEFT BLANK

)

1

1

1

1

1

1

1

1

1

1

1

)

1

1

1



Recreation Area Note

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

RECREATION AREA NOTE

\$742,000.00

Brevard County, Florida

FOR VALUABLE CONSIDERATION, the undersigned promises to pay to the order of SNUG HARBOR LAKES DEVELOPMENT, INC., the sum of SEVEN HUNDRED FORTY-TWO THOUSAND (\$742,000.00) DOLLARS, together with interest thereon at the rate of ten (10%) percent per annum calculated in the manner hereinafter stated until final maturity, both principal and interest being payable in lawful money of the United States at 7600 U.S. #1, Micco, Florida 32958, or at such other place as may be designated by the holder in writing, from time to time.

This obligation shall be paid in consecutive equal monthly installments of principal and interest in the sum of SEVEN THOUSAND FIVE HUNDRED TWENTY and 00/100 (\$7,520.00) DOLLARS per month, each such installment to be applied first to accrued interest, with the remainder being applied to reduction of the balance of the principal; provided, however:

- (a) The portion of the principal obligation attributable to a Mobile Home Unit within SNUG HARBOR LAKES, a Condominium, and a Lot within SNUG HARBOR VILLAGE, a platted subdivision is TWO THOUSAND and 00/100 (\$2,000.00) DOLLARS.
- (b) Payment on account of that portion of the principal attributable to a Mobile Home Unit or Lot as aforesaid should not commence until the Mobile Home Unit or Lot has been sold and conveyed by SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida Corporation, or their successors, and shall thereafter commence on the first (1st) day of the next succeeding month.
- (c) Interest shall not commence to accrue on that portion of the principal attributable to a Mobile Home Unit or Lot as aforesaid until such time as the unit has been sold and conveyed by SNUG HARBOR LAKES DEVELOPMENT, INC., or their successors.
- (d) That portion of the principal attributable to a Mobile Home Unit or Lot aforesaid shall be paid in two hundred sixteen (216) equal consecutive monthly installments of principal and interest, each such installment to be in the sum of TWENTY and 00/100 (\$20.00) DOLLARS.
- (e) In the event an institutional first mortgagee shall foreclose its mortgage against a Mobile Home Unit or Lot and obtain title to same by public sale held as a result of such foreclosure suit, or in the event such institutional first mortgagee shall acquire title by conveyance in lieu of foreclosure, then so long as such institutional mortgagee shall continue to hold title to the said Mobile Home Unit or Lot, the payment on account of that portion of this Recreation Note attributable to such Mobile Home Unit or Lot shall be deferred and the term of this Recreation Area Note shall thereby be extended, but only as to the monthly payments attributable to such unit and for such period of time as shall equal the time of such reduction in the monthly payments as herein described and such

reduction in the monthly payments under this Recreation Area Note shall inure to the benefit of the institutional first mortgagee acquiring title to such Mobile Home Unit or Lot by crediting the amount thereof against the share of the common expenses of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. or SNUG HARBOR VILLAGE HOMEOWNER'S ASSOCIATION, INC. and, in particular, the assessments for the Recreation Area purchase pursuant to the provisions of those documents. Said reduction shall continue only for such time as the institutional first mortgagee shall remain the title holder of the Mobile Home Unit or Lot and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee and the said credit and reduction shall cease and terminate as of the date the said Mobile Home Unit or Lot shall be conveyed by the institutional first mortgagee or for such period of time as such Mobile Home Unit or Lot shall be occupied by a tenant or lessee holding by, through or under the institutional first mortgagee. Nothing contained herein shall be construed, in any manner, whatsoever, to operate or result in an extinguishment, termination or release of the obligation of the Maker hereof, in whole or in part, to make full payment of the obligation evidenced by this Recreational Area Note or accrued interest hereon except for interest accruing on that portion of the principal period as said Mobile Home Unit or Lot shall be held by said institutional first mortgagee as aforesaid and; provided, further, that nothing contained herein shall be construed, in any manner whatsoever, to operate as or result in a release or termination of the Holder's lien rights as set forth in the Declaration of Condominium for SNUG HARBOR LAKES, a Condominium or the Declaration of Covenants, Conditions and Restrictions for SNUG HARBOR VILLAGE, a Platted Subdivision.

- (f) Subject to the limitations set forth below, this Note may be prepaid by the maker, in whole or in part, at any time. A unit owner shall have the right to prepay that portion of the Note attributable to his Mobile Home Unit or Lot; provided, however, that no such prepayment by a Mobile Home Unit or Lot owner shall be made on or before January 15 of the calendar year following the closing of the purchase of such Mobile Home Unit or Lot; provided, further, that such prepayment is made in full and upon making such prepayment the said Mobile Home Unit owner or Lot owner, his successors and assigns, shall not be assessed or responsible for any further portion of the Note or interest accrued thereon and the maker shall promptly pay such prepaid amount to payee, and upon payment thereof to payee the monthly payment on account of this obligation due and payable by the maker shall be reduced accordingly.

In the event the maker shall fail to pay the sums of principal and interest as and when called for by this Note or within the period herein set forth, or if any Event of Default, as defined herein shall have occurred and be continuing, the payee may declare the entire principal balance of this Note then unpaid, and the interest accrued thereon, to be due and payable immediately upon declaration; such principal and interest shall forthwith become and be due and payable in full without notice or demand.

It shall be the duty and obligation of the maker to assess its membership, in accordance with the provisions of the applicable laws of the State of Florida dealing with condominiums, Declaration of Condominium, for SNUG HARBOR LAKES, a Condominium, the Declaration of Covenants, Conditions and Restrictions for SNUG HARBOR VILLAGE and the By-Laws of the maker for such monies as shall be necessary to pay the monies and other obligations provided for by this Note and to

otherwise perform its covenants and promises contained herein.

In the event the maker shall be dissolved, or its existence terminated, then those persons constituting the maker's membership, immediately prior to its termination or dissolution, shall jointly and severally be obligated to pay the remaining unpaid balance of this Note, if any, together with all interest accrued thereon in accordance with the terms and provisions hereof.

The failure of the payee to enforce any covenants, obligations or agreements of the maker herein contained shall not constitute a waiver of right to do so thereafter, nor shall it constitute a waiver of right to enforce any other covenant, obligation or agreement herein contained.

The maker and endorsers, hereafter becoming parties hereto, jointly and severally waive demand, notice of non-payment, protest, and do hereby consent to any extension, renewals or modifications of this Note, all without notice, and agree that they will remain liable hereunder and as said Note may be renewed, extended or modified until the debt evidenced hereby is paid in full. In the event the maker shall default in any payment of principal or interest called for under this Note, then from and after the date of such default, this Note shall bear interest at the highest lawful rate permitted to be paid under the laws of the State of Florida.

If this Note is in default and is placed in the hands of an attorney for collection, all makers or endorsers now or hereafter, becoming parties hereto, agree to pay reasonable attorneys' fees and all other costs for making collection.

Failure by the Mortgagor to duly observe any other covenants, conditions or agreements of this Note for thirty (30) days after written notice specifying such failure shall have been given to Maker by Holder.

In the event Maker voluntarily or involuntarily transfers title to any part of the Recreation Area without the prior written consent of the Holder of this Note, Holder may, at its option, declare the entire unpaid balance of the purchase price and the interest accrued thereon to be immediately due and payable and upon such declaration, such principal and interest shall forthwith become and be due and payable as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the purchase price.

As part of the inducement to the Holder to make the conveyance to the Maker creating this Purchase Money Note, the Maker hereby designates the Holder as its attorney-in-fact, with full power of substitution, for the purpose of enforcing the obligation of any member of the Maker to pay that portion of any assessment against it attributable to it or payable towards the obligations due and payable pursuant to the terms and provisions hereof. Said power shall include the right of the Holder to file such action or actions, as it deems advisable or necessary, against such defaulting member in its own name or in the name of the Maker, and to collect, in addition to any delinquent assessments, attorneys' fees and court costs incurred, together with interest on any delinquent assessment at the rate of eighteen (18%) percent per annum.

SNUG HARBOR MASTER ASSOCIATION, INC.

ATTEST:

By \_\_\_\_\_, President

Corporate Seal

*Victoria Orando*  
\_\_\_\_\_, Secretary

EXHIBIT II TO DECLARATION OF COVENANTS  
DECLARATION OF CONDOMINIUM

Page 285

ARTICLES OF INCORPORATION  
OF  
SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

ARTICLES OF INCORPORATION

TABLE OF CONTENTS

	<u>Page</u>
1.0 Definitions	289
2.0 Name of Corporation	290
3.0 Purpose of the Association	290
4.0 Powers of Corporation	291
5.0 Membership and Voting Rights	292
6.0 Term of Existence	293
7.0 Incorporators	293
8.0 Management of the Corporation	293
9.0 Indemnification of Officers and Directors	294
10.0 Principal Office	295
11.0 Initial Registered Office and Agent	295
12.0 Adoption of Bylaws	295
13.0 Amendments	295

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 18, 1987, as shown by the records of this office.

The document number of this corporation is N23971.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
18th day of December, 1987.



CR2E022 (8-87)

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.  
(A Corporation Not for Profit)

In order to form a corporation under and in accordance with the provisions of the law of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

1.0 DEFINITIONS

- 1.1 The following words and phrases, when used in these Articles, shall have the following meaning:
- 1.1.1 "Articles" shall mean and refer to the Articles of Incorporation of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.
  - 1.1.2 "Association" shall mean and refer to SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not for Profit, its successors and assigns.
  - 1.1.3 "Bylaws" shall mean and refer to the Bylaws of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.
  - 1.1.4 "Common Area" shall mean and refer to any plot of land shown on the plat of SNUG HARBOR VILLAGE and designated by an alphabetical designation or any property owned by the Association and not shown on the plat of SNUG HARBOR VILLAGE.
  - 1.1.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for SNUG HARBOR VILLAGE
  - 1.1.6 "Developer" shall mean and refer to SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida Corporation, its successors and assigns.
  - 1.1.7 "Joining Owners" shall mean and refer to those persons, firms and corporations that are the record title holders of lots within SNUG HARBOR VILLAGE other than Developer and who have either executed the Declaration of Covenants, Conditions and Restrictions or appropriate joinder agreements for the purpose of subjecting their various lots to the provisions and conditions of the Declaration.
  - 1.1.8 "LAND" shall mean and refer to all of the land described as being part of and included within the plat of SNUG HARBOR VILLAGE according to the plat thereof as recorded in Plat Book 29, Page 29, Public Records of Brevard County, Florida.
  - 1.1.9 "Land Use Documents" shall mean and refer to these Articles of Incorporation, the Bylaws of the Association, and the Declaration of Covenants, Conditions, and Restrictions for SNUG HARBOR VILLAGE



as the same may now exist or may hereafter be amended, together with the Rules and Regulations adopted from time to time by the Association. The Land Use Documents shall also include the Articles of Incorporation and Bylaws for the SNUG HARBOR MASTER ASSOCIATION, together with any restrictive covenants and/or Rules and Regulations which may be established or approved by said Association, the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.

- 1.1.10 "Lot" shall mean and refer to any plot of land shown on the plat of SNUG HARBOR VILLAGE and designated by a numerical designation.
- 1.1.11 "Member" shall mean and refer to those persons or entities entitled to membership in the Association as provided in these Articles of Incorporation and the Bylaws of the Association, and shall include the Developer, so long as the Developer owns at least one (1) lot.
- 1.1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- 1.1.13 "SNUG HARBOR VILLAGE" shall mean and refer to the planned residential community developed or to be developed upon the "LAND" as hereinbefore defined and to be established in accordance with the laws, ordinances, rules and regulations of all governmental agencies having jurisdiction thereof.
- 1.1.14 "Rules" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the Association.

## 2.0 NAME OF CORPORATION

### 2.1 The name of the corporation shall be:

SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

## 3.0 PURPOSE OF ASSOCIATION

### 3.1 The purposes and objects of the Association shall be as follows:

- 3.1.1 To maintain, repair, reconstruct, and operate all of the common areas of SNUG HARBOR VILLAGE.
- 3.1.2 To preserve and maintain the value, character, and condition of the lots and any improvements thereon in SNUG HARBOR VILLAGE.
- 3.1.3 To enforce the provisions of the Land Use Documents.
- 3.1.4 To provide such services to the Owners and Members of the Association as the Board of Directors of Association shall deem appropriate.
- 3.1.5 To undertake the performance of all acts and duties incident to the fulfillment of all of the purposes and objects of the Association, as well as those which may be directed by the terms, provisions, conditions and authorizations of the Land Use Documents.

- 3.1.6 To act as a member of the SNUG HARBOR MASTER ASSOCIATION, INC., a Florida Corporation Not for Profit, and to exercise its powers, duties, rights, and obligations pursuant to the Articles of Incorporation, Bylaws, Rules and Regulations, and any other documents establishing or imposing said powers, duties, rights and obligations upon SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

4.0 POWERS OF THE CORPORATION

- 4.1 The Corporation shall have all of the powers and privileges granted to Corporations Not for Profit under the laws pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida which may have been granted to it pursuant to the provisions of the Land Use Documents, including but not limited to the following:

- 4.1.1 The Association shall own, administer, manage, and operate the common areas, the improvements and personal property located thereon, pursuant to the provisions of the Land Use Documents.
- 4.1.2 To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Land Use Documents pertaining to SNUG HARBOR VILLAGE;
- 4.1.3 To acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Association;
- 4.1.4 To borrow money, and with the assent of two-thirds (2/3) of the members, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- 4.1.5 To dedicate, sell, or transfer all or any part of the lands owned by the Association to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the members, agreeing to such dedication, sale, or transfer.
- 4.1.6 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes, or to annex additional lands, provided that any such merger, consolidation, or annexation shall have the assent of two-thirds (2/3) of the members;
- 4.1.7 To make and establish reasonable rules and regulations and amendments thereto governing the use of lots and common areas within SNUG HARBOR VILLAGE;
- 4.1.8 To have and to exercise any and all powers, rights, and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida, by law, may now or hereafter have or exercise;

- 4.1.9 To levy against and collect assessments from owners and members of the Association to defray the common expenses of the Association as may be provided in the Land Use Documents, and for the maintenance, repair, replacement, management, and operation of the property of the Association, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including lots in SNUG HARBOR VILLAGE;
- 4.1.10 To levy against and collect assessments from members of the Association and against members' lots in order to pay the RECREATION AREA NOTE according to its terms and for the further purpose of paying assessments of SNUG HARBOR MASTER ASSOCIATION, INC. when due.
- 4.1.11 To maintain, repair, replace, operate and manage the property of the Association, including the right to reconstruct improvements after casualty and to make further improvement of the Association's property, and to grant easements, rights-of-way to third parties;
- 4.1.12 To contract for the management, repair, replacement, operation and management of the Association's property and to delegate to such contractor all of the powers and duties of the Association except those which may be required by the Land Use Documents to have approval of the Board of Directors or membership of the Association;
- 4.1.13 To enforce the provisions of the Land Use Documents, as well as any rules and regulations adopted pursuant thereto, as the same may be hereafter established or amended;
- 4.1.14 To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including recreational and communal facilities, whether or not contiguous to lands comprising SNUG HARBOR VILLAGE, to provide enjoyment, recreation, or other use or benefit to the members of the Association, all as may be deemed by the Board of Directors to be in the best interest of the Association;
- 4.1.14 To employ personnel, to retain independent contractors and professional personnel, and to enter into any supply, service, management or other contracts consistent with the purposes of the Association.

#### 5.0 MEMBERSHIP AND VOTING RIGHTS

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

- 5.1.1 The owners of lots in SNUG HARBOR VILLAGE shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 5.1.5 of Article 5.0 of these Articles of Incorporation.

5.1.2 Membership shall be established by the acquisition of fee title to a lot in SNUG HARBOR VILLAGE or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon said party's being divested of all such interest in any lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more lots, so long as such party shall retain title to or a fee ownership interest in any lot.

5.1.3 The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to said member's lot. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that same be expended, held or used for the benefit of the membership and for the purposes authorized herein and in the other Land Use Documents which may be hereafter adopted or amended.

5.1.4 On all matters on which the membership shall be entitled to vote, there shall be one vote for each lot, which vote may be exercise or cast in such manner as may be provided in the Bylaws of the Association. Should any member own more than one (1) lot, such member shall be entitled to exercise or cast one vote for each lot owned, in the manner provided in the Bylaws.

#### 6.0 TERM OF EXISTENCE

6.1 The Corporation shall have perpetual existence.

#### 7.0 INCORPORATORS

7.1 The names and addresses of the incorporators of this Corporation are as follows:

Lewis R. Pearce	2255 North Courtenay Parkway Merritt Island, FL 32953
-----------------	--

Marcia A. Day	2255 North Courtenay Parkway Merritt Island, FL 32953
---------------	--

Kay Gallop	2255 North Courtenay Parkway Merritt Island, FL 32953
------------	--

#### 8.0 MANAGEMENT OF THE CORPORATION

8.1 The affairs of the Corporation shall be administered by the Officers of the Corporation under the direction of the Board of Directors. The Board of Directors, at the time of the annual meeting and after their election by the members, shall convene and thereupon elect such Officers as the Board of Directors may deem appropriate. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent or such other managerial and supervisory personnel or entities to administer or assist in the maintenance, management and operation of the Association property and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director or Officer of the Corporation, as the case may be.

8.2 Directors: The number of members of the first Board of Directors of the Corporation shall be three (3). The number of

members of a succeeding Board shall be as provided from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected by the members of the Corporation at the Annual Meeting of the members as provided by the Bylaws of the Corporation. Each member of the Board of Directors shall be a member of the Corporation or shall be an authorized representative, officer or employee of a corporate member of the Corporation. The Developer may designate and select the person or persons to serve as a member or members of each said Board of Directors while the Developer is in control of the Association in the manner provided in the Bylaws of the Corporation. Any such person appointed by Developer to serve on the Board of Directors of the Corporation need not be an owner of a lot or a contract vendee thereof.

- 8.3 First Board of Directors: The names and post office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the Bylaws, and the laws of the State of Florida, shall hold office for the first year of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

Paul L. Gould	2255 N. Courtenay Parkway Merritt Island, FL 32953
Robert Roth	2255 N. Courtenay Parkway Merritt Island, FL 32953
Victoria Dorado	2255 N. Courtenay Parkway Merritt Island, FL 32953

- 8.4 Officers: The Board of Directors, at the time of the Annual Meeting and after their election by the members of the Corporation, shall convene and thereupon elect a President, Secretary, and Treasurer, and as many Vice Presidents, Assistant Secretaries, and Assistant Treasurers as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

- 8.5 First Officers: The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

PRESIDENT	Paul L. Gould
VICE PRESIDENT	Robert Roth
SECRETARY	Victoria Dorado
TREASURER	Victoria Dorado

9.0 INDEMNIFICATION OF OFFICERS AND DIRECTORS

- 9.1 Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that

any claim for reimbursement or indemnification herein shall apply only if the Board of Directors approves such indemnification and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

#### 10.0 PRINCIPAL OFFICE

10.0 The principal office of the Corporation shall be located at 7600 U.S. #1, Micco, Florida 32958, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### 11.0 INITIAL REGISTERED OFFICE AND AGENT

11.1 The street address of the initial registered office of the Corporation is 2255 North Courtenay Parkway, Merritt Island, Florida 32953. The name of the initial agent of this Corporation at that address is Lewis R. Pearce.

#### 12.0 ADOPTION OF BYLAWS

12.1 The original Bylaws of the Corporation shall be adopted by a majority vote of the members of the first Board of Directors of the Corporation present at the first meeting of said Board of Directors at which a quorum is present, and thereafter such Bylaws may be altered or rescinded only in such manner as said Bylaws may provide.

#### 13.0 AMENDMENTS

13.1 An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the lots in SNUG HARBOR VILLAGE, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting, in accordance with the provisions of the Bylaws of the Association. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members entitled to vote not less than seventy-five (75%) percent of the total votes in the Association in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with the said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date of which the same are so registered.

13.2 If all of the Directors and all of the members eligible to vote shall execute an instrument amending these Articles of Incorporation, the same shall constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall not be necessary for the meeting otherwise prescribed above to be held.

13.3 Notwithstanding anything contained herein to the contrary, the members may amend these Articles of Incorporation, without any act of the Directors, at a meeting for which notice of the changes to be made is given.

13.4 Notwithstanding the foregoing provisions of this Article, no Amendment to these Articles of Incorporation which shall abridge, amend or alter the right of Developer to designate and select members of each Board of Directors of the Corporation, as provided in Article 8.0 hereof, may be adopted or become effective without the prior written consent of Developer.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seal this \_\_\_\_ day of \_\_\_\_\_, 1987.

\_\_\_\_\_  
LEWIS R. PEARCE (SEAL)

\_\_\_\_\_  
MARCIA A. DAY (SEAL)

\_\_\_\_\_  
KAY GALLOP (SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared LEWIS R. PEARCE, who, being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this \_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared MARCIA A. DAY, who, being by me first duly sworn, acknowledged that she executed the foregoing Articles of Incorporation for the purposes therein expressed, this \_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared KAY GALLOP, who, being by me first duly sworn, acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed, this \_\_\_\_ day of \_\_\_\_\_, 1987.

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public





BYLAWS  
OF  
SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

BYLAWS

TABLE OF CONTENTS

	Page
1.0 Identity	300
2.0 Definitions	300
3.0 Membership, Voting, Quorum, Proxies	301
4.0 Annual and Special Meeting of Members	302
5.0 Board of Directors	303
6.0 Board of Directors of Snug Harbor Master Association, Inc.	306
7.0 Officers	308
8.0 Fiscal Management	309
9.0 Parliamentary Rules	316
10.0 Amendments to Bylaws	316

BYLAWS

OF

SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.

A Florida Corporation Not For Profit

1.0 IDENTITY

- 1.1 These are the Bylaws of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Corporation Not for Profit, incorporated under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the \_\_\_\_ day of \_\_\_\_\_, 1987, and which shall hereinafter be referred to as "ASSOCIATION."
- 1.2 The provisions of these Bylaws are applicable to the ASSOCIATION, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation of ASSOCIATION and Declaration of Covenants, Conditions, and Restrictions, which shall be controlling when in conflict herewith.
- 1.3 All members of the ASSOCIATION, present or future owners, tenants, future tenants, or their employees, shall be subject to all of the provisions of these Bylaws and all other Land Use Documents.

2.0 DEFINITIONS

- 2.1 The following words and phrases, when used in these Bylaws, shall have the following meaning:
  - 2.1.1 "Articles" shall mean and refer to the Articles of Incorporation of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.
  - 2.1.2 "Association" shall mean and refer to SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not for Profit, its successors and assigns.
  - 2.1.3 "Bylaws" shall mean and refer to the Bylaws of SNUG HARBOR VILLAGE HOMEOWNERS' ASSOCIATION, INC.
  - 2.1.4 "Common Area" shall mean and refer to any plot of land shown on the plat of SNUG HARBOR VILLAGE and designated by an alphabetical designation, or any property owned by the Association and not shown on the plat of SNUG HARBOR VILLAGE.
  - 2.1.5 "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for SNUG HARBOR VILLAGE.
  - 2.1.6 "Developer" shall mean and refer to SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida Corporation, its successors and assigns.
  - 2.1.7 "Joining Owners" shall mean and refer to those persons, firms and corporations that are the record title holders of lots within SNUG HARBOR VILLAGE other than Developer and who have either executed the Declaration of Covenants, Conditions and Restrictions or appropriate joinder agreements for the purpose of subjecting their various lots to the

provisions and conditions of the Declaration.

- 2.1.8 "LAND" shall mean and refer to all of the land described as being part of and included within the plat of SNUG HARBOR VILLAGE according to the plat thereof as recorded in Plat Book 29, Page 29, Public Records of Brevard County, Florida.
- 2.1.9 "Land Use Documents" shall mean and refer to these Bylaws, the Articles of Incorporation of the Association, and the Declaration of Covenants, Conditions, and Restrictions for SNUG HARBOR VILLAGE as the same may now exist or may hereafter be amended, together with the Rules and Regulations adopted from time to time by the Association. The Land Use Documents shall also include the Articles of Incorporation and Bylaws for the SNUG HARBOR MASTER ASSOCIATION together with any restrictive covenants and/or Rules and Regulations which may be established or approved by said Association, the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.
- 2.1.10 "Lot" shall mean and refer to any plot of land shown on the plat of SNUG HARBOR VILLAGE and designated by a numerical designation.
- 2.1.11 "Member" shall mean and refer to those persons or entities entitled to membership in the Association as provided in these Bylaws and the Articles of Incorporation of the Association, and shall include the Developer, so long as the Developer owns at least one (1) lot.
- 2.1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot, including contract sellers but excluding those having such interest merely as security for the performance of an obligation.
- 2.1.13 "Rules" shall mean and refer to any and all rules and regulations duly enacted and established by the Board of Directors of the Association.
- 2.1.14 "SNUG HARBOR VILLAGE" shall mean and refer to the planned residential community developed or to be developed upon the "Land" as hereinbefore defined and to be established in accordance with the laws, ordinances, rules and regulations of all governmental agencies having jurisdiction thereof.

### 3.0 MEMBERSHIP, VOTING, QUORUM, PROXIES

- 3.1 The qualifications of members, the manner of their admission to membership and termination of such membership, and voting by members, shall be as set forth in Article 5.0 of the Articles of Incorporation of the ASSOCIATION, the provisions of which are incorporated herein by reference.
- 3.2 The percentage of voting rights required to make decisions and to constitute a quorum at members' meetings shall be a majority of the voting interests of the entire membership, and decisions shall be made by owners of a majority of the voting interests represented at a meeting at which a quorum is present, unless otherwise provided in the Land Use Documents. The joinder of a member in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.
- 3.3 The vote of the owners of a lot owned by more than one person

shall be cast by the person named in a Certificate signed by all of the owners of the lot and filed with the Secretary of the ASSOCIATION, and such Certificate shall be valid until revoked by a subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose. The person named in any such Certificate shall have the right to designate a proxy or proxies to cast the vote of the owners of a lot who have executed such Certificate. Where a lot is owned by a husband and wife, each shall be treated and regarded as the agent of the other when in attendance at any membership meeting for the purpose of determining a quorum and casting a vote for each lot owned by them, without the necessity for filing of a Certificate.

3.4 Votes may be cast in person or by proxy. A proxy is defined to be any instrument in writing containing the following information:

- 3.4.1 The name and address of the member.
- 3.4.2 The name and address of the person appointed to vote on behalf of the member.
- 3.4.3 A designation of the meeting for which the proxy is to be used.
- 3.4.4 A brief description of the authority of the person designated to act on behalf of the member.
- 3.4.5 The proxy must be signed and dated by the member.

A proxy not containing all of the foregoing information shall be considered invalid and shall not be considered in determining the requirements for a quorum or for any other purpose. Proxies shall be valid only for the particular meeting designated thereon and for any lawfully adjourned meeting thereof, and must be filed with the Secretary at the time of the meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

3.5 Approval or disapproval by the lot owner upon any matters, whether or not the subject of an ASSOCIATION meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION meeting.

3.6 Except where otherwise required under the provisions of the Land Use Documents or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the lots represented at any duly called meeting of the members at which a quorum is present shall be binding upon the members.

4.0 ANNUAL AND SPECIAL MEETING OF MEMBERS

4.1 The Annual Meeting of members shall be held at the office of the ASSOCIATION, at 10:00 a.m. Eastern Standard Time, or at such other place and time as the Board of Directors may designate, on the first Saturday in April of each year for the purpose of electing Directors and of transacting such other business as may be authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

4.2 Special Meetings of members shall be held whenever called by the President or other Officer of the ASSOCIATION in the absence of the President, or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from members of the ASSOCIATION owning a majority of the voting interest in the ASSOCIATION.

4.3 Notice of all Meetings of Members, Regular or Special, shall be given by the President, Vice President, or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION in the absence of said Officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and purpose for which the meeting was called. Such notice shall be given to each member not less than fourteen (14) days, nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which said notice was received by him, and further indicating that said member waives the right to receive notice of such meeting by mail. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at said member's post office address as it appears on the records of the ASSOCIATION (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. If any Meeting of members cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, whenever this latter percentage of attendance may be required as set forth in the Land Use Documents, the members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a proper quorum is present.

4.4 The order of business at Annual Meetings of members, and as far as practical, at any other Meeting of members, shall be:

- 4.4.1 Calling of the roll and certifying of proxies;
- 4.4.2 Proof of notice of Meeting or waiver of notice;
- 4.4.3 Reading and disposal of any unapproved minutes;
- 4.4.4 Reports of Officers;
- 4.4.5 Reports of Committees;
- 4.4.6 Appointment of Inspectors of Election by Chairman;
- 4.4.7 Election of Directors;
- 4.4.8 Unfinished business;
- 4.4.9 New business;
- 4.4.10 Adjournment.

#### 5.0 BOARD OF DIRECTORS

5.1 The first Board of Directors of the ASSOCIATION shall consist of three (3) members. Succeeding Boards of Directors shall consist of at least three (3) but not more than seven (7) Directors. The number of Directors to be elected shall be determined by the Board of Directors not later than sixty (60) days prior to the Annual Meeting, which number shall be set forth in the Notice of the Annual Meeting. Each member of the Board of Directors, except those appointed by DEVELOPER, shall be a member of the ASSOCIATION, or shall be an authorized representative, officer, or employee of a corporate member of the ASSOCIATION.

5.2 Election of Directors shall be conducted in the following

manner:

- 5.2.1 DEVELOPER shall, at the beginning of the election of the Board of Directors, designate and select that number of members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these Bylaws, and upon such designation and selection by DEVELOPER by written instrument presented to the Meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Directors of the ASSOCIATION and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these Bylaws.
- 5.2.2 DEVELOPER shall be entitled to designate each member of the Board of Directors until such time as the OWNERS of lots in the ASSOCIATION own ten (10%) percent or more of the lots that will be operated ultimately by the ASSOCIATION. When the OWNERS of lots own ten (10%) percent or more of the lots that will ultimately be operated by the ASSOCIATION, the lot OWNERS other than DEVELOPER shall be entitled to elect not less than two-fifths (2/5) of the members of the Board of Directors. Lot OWNERS other than DEVELOPER shall be entitled to elect a majority of the members of the Board of Directors three (3) years after sales by the DEVELOPER have been closed on fifty (50%) percent of the lots that will be operated ultimately by the ASSOCIATION, or three (3) months after sales have been closed by the DEVELOPER on ninety (90%) percent of the lots that will be operated ultimately by the ASSOCIATION, or when all of the lots that will be operated ultimately by the ASSOCIATION have been completed and some of them have been sold and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever event occurs first. The ASSOCIATION, within sixty (60) days after the lot OWNERS other than DEVELOPER are entitled to elect either two-fifths (2/5) or a majority of the members of the Board of Directors, shall call a Meeting of the members of the ASSOCIATION for the purpose of electing said members of the Board of Directors. Notice of said Meeting of the members of the ASSOCIATION shall be given to each member in the manner prescribed in these Bylaws, except that said notice shall be given not less than thirty (30) nor more than forty (40) days prior to said Meeting. The DEVELOPER shall be entitled to elect not less than one member of the Board of Directors of the ASSOCIATION so long as DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the lots that will be operated ultimately by the ASSOCIATION.
- 5.2.3 All members of the Board of Directors whom DEVELOPER shall not be entitled to designate and select under the terms and provisions of these Bylaws shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and election of the members of the Board of Directors by DEVELOPER.
- 5.2.4 Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that, should any vacancy in the Board of Directors be created in any

directorship previously filled by a person designated and selected by DEVELOPER, such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument, the successor Director to fill the vacated directorship for the unexpired term thereof.

5.2.5 At the first Annual Meeting of the members held after the OWNERS of lots other than DEVELOPER shall be entitled to elect all of the members of the Board of Directors of the ASSOCIATION, the members shall elect two Directors for a term of three (3) years, two Directors for a term of two (2) years, and one Director for a term of one (1) year. At each Annual Meeting thereafter, the members shall elect as many Directors of the ASSOCIATION as there are regular terms of office of Directors expiring at that time, and the term of office of the Directors so elected at the Annual Meeting of members each year shall be for three (3) years or until their successors are duly elected and qualified, or until removed from office in accordance with the Articles of Incorporation or the Bylaws. Until such time as the OWNERS of lots other than DEVELOPER shall be entitled to elect all of the members of the Board of Directors of ASSOCIATION, the term of office for Directors shall be one (1) year or until their successors are elected and qualified.

5.2.6 In the election of Directors, there shall be appurtenant to each lot as many votes for Directors as there are Directors to be selected; provided, however, that no member or OWNER of any lot may cast more than one (1) vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

5.2.7 In the event that DEVELOPER, in accordance with the privilege granted unto it, selects any person or persons to serve on any Board of Directors of the ASSOCIATION, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacements of any person or persons designated by DEVELOPER to serve on Board of Directors of the ASSOCIATION shall be made by written instrument delivered to the Secretary of the ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said Board of Directors. The removal of any Director by the designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to the Secretary of the ASSOCIATION. Whenever DEVELOPER's right to designate and select a Director or Directors expires, the DEVELOPER forthwith shall cause any of its Director or Directors then serving to resign.

5.3 The organization Meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the Meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

5.4 Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director personally or by mail, telephone or



telegram, at least seven (7) days prior to the date named for such meeting, unless notice is waived.

- 5.5 Special Meetings of the Directors may be called by the President and must be called by the Secretary after written request of one-third (1/3) of the members of the Board. Not less than seven (7) days' notice of a meeting shall be given to a Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.
- 5.6 The notice for any regular or special meeting of the Board of Directors at which assessments against lot OWNERS are to be considered shall specifically contain a statement that assessments will be considered and the nature of any such assessments.
- 5.7 All Board of Directors meetings shall be open to all OWNERS of lots.
- 5.8 A quorum at a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Land Use Documents. If any Directors meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Land Use Documents, the Directors who are present may adjourn the meeting from time to time until a proper quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.
- 5.9 The Presiding Officer at Directors' meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.
- 5.10 Directors' fees, if any, shall be determined by the members of the ASSOCIATION.
- 5.11 All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Land Use Documents. Such powers and duties shall be exercised in accordance with said Land Use Documents.
- 5.12 Subject to the provisions granting to the DEVELOPER the right to appoint and remove members of the Board of Directors of ASSOCIATION, any member or members of the Board of Directors of ASSOCIATION may be recalled and removed from office with or without cause by the vote or agreement in writing by the OWNERS of a majority of all voting interests. A special meeting of the members of the ASSOCIATION may be called by the OWNERS of ten (10%) percent of all voting interests, giving notice of the meeting as required for a meeting of lot OWNERS, and the notice shall state the purpose of the meeting.
- 6.0 BOARD OF DIRECTORS OF SNUG HARBOR MASTER ASSOCIATION, INC.
- 6.1 ASSOCIATION, being one of the members of Snug Harbor Master Association, Inc. (hereinafter referred to as "MASTER ASSOCIATION"), is entitled to appoint two (2) members of the Board of Directors of the MASTER ASSOCIATION. These directors shall be elected annually by the members of ASSOCIATION in accordance with the provisions of these Bylaws. Each person

elected to serve on the Board of Directors of the MASTER ASSOCIATION, except those appointed by the Developer, shall be members of ASSOCIATION or shall be an authorized representative, officer, or employee of a corporate member of the ASSOCIATION.

6.2 The election of directors for the SNUG HARBOR MASTER ASSOCIATION, INC. shall be conducted in the following manner:

6.2.1 DEVELOPER shall, at the beginning of the elections of the representatives who shall serve as members of the Board of Directors of the MASTER ASSOCIATION, designate and select that number of members of the Board of Directors of the MASTER ASSOCIATION in accordance with the provisions of these Bylaws, and upon such designation and selection by DEVELOPER by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Director of the MASTER ASSOCIATION and shall thenceforth perform the offices and duties of such directors until their successors shall have been selected or elected in accordance with the provisions of these Bylaws.

6.2.2 DEVELOPER shall be entitled to designate each representative to the Board of Directors of the MASTER ASSOCIATION until such time as the OWNERS of lots in the ASSOCIATION own ten (10%) percent or more of the lots that are within SNUG HARBOR VILLAGE. When the OWNERS of lots own ten (10%) percent or more of the lots that will ultimately be operated by the ASSOCIATION, the lot owners other than DEVELOPER shall be entitled to elect one of the members of the Board of Directors. Lot owners other than DEVELOPER shall be entitled to elect a majority of the representatives to the Board of Directors of the MASTER ASSOCIATION three (3) years after sales by the DEVELOPER have been closed on fifty (50%) percent of the lots in SNUG HARBOR VILLAGE that will be operated ultimately by the ASSOCIATION, or three (3) months after sales have been closed by the DEVELOPER on ninety (90%) percent of the lots in SNUG HARBOR VILLAGE. The ASSOCIATION, within sixty (60) days after the lot OWNERS other than DEVELOPER are entitled to elect either one representative or a majority of the representatives of the Board of Directors of the MASTER ASSOCIATION, shall call a Meeting of the members of the ASSOCIATION for the purpose of electing said representatives to the Board of Directors of the MASTER ASSOCIATION. Notice of said Meeting of the members of the ASSOCIATION shall be given to each member in the manner prescribed in these Bylaws, except that said notice shall be given not less than thirty (30) nor more than forty (40) days prior to said Meeting. The DEVELOPER shall be entitled to elect not less than one member of the Board of Directors of the MASTER ASSOCIATION so long as DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the lots in SNUG HARBOR VILLAGE.

6.2.3 All members of the Board of Directors of the MASTER ASSOCIATION whom DEVELOPER shall not be entitled to designate and select under the terms and provisions of these Bylaws shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and election of the members of the Board of Directors of the MASTER ASSOCIATION by DEVELOPER.

- 6.2.4 Vacancies in the Board of Directors of the MASTER ASSOCIATION may be filled until the date of the next Annual Meeting by the remaining Directors, except that, should any vacancy in the Board of Directors be created in any directorship previously filled by a person designated and selected by DEVELOPER, such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument, the successor Director to fill the vacated directorship for the unexpired term thereof.
- 6.2.5 The term of office for Directors of the MASTER ASSOCIATION shall be one (1) year or until their successors are elected and qualified.
- 6.2.6 In the election of Directors of the MASTER ASSOCIATION, there shall be appurtenant to each lot as many votes for Directors as there are Directors to be selected, provided, however, that no member or OWNER of any lot may cast more than one (1) vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.
- 6.2.7 In the event that DEVELOPER, in accordance with the privilege granted unto it, selects any person or persons to serve on the Board of Directors of the MASTER ASSOCIATION, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacements of any person or persons designated by DEVELOPER to serve on the Board of Directors of the MASTER ASSOCIATION shall be made by written instrument delivered to the Secretary of the MASTER ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said Board of Directors. The removal of any Director by the designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to the Secretary of the MASTER ASSOCIATION. Whenever DEVELOPER's right to designate and select a Director or Directors expires, the DEVELOPER forthwith shall cause any of its Director or Directors then serving to resign.

#### 7.0 OFFICERS

- 7.1 The executive officers of the ASSOCIATION shall be a President who shall be a Director, a Vice President, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptively removed by vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or Vice President. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.
- 7.2 The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of a corporation, to assist in the conduct of the affairs of the ASSOCIATION.
- 7.3 The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and

exercise such other powers and perform such other duties as shall be prescribed by the Directors or the President.

- 7.4 The Secretary shall keep the Minutes of all proceedings of the Directors and members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring the seal when duly signed. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or the President.
- 7.5 The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members and the books of the ASSOCIATION in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer and such other duties as may be prescribed by the Board of Directors or the President.
- 7.6 The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude their contracting with a Director for the management of the ASSOCIATION.

#### 8.0 FISCAL MANAGEMENT

- 8.1 All assessments levied against the OWNERS of Lots and said Lots, unless otherwise specifically provided for in the Land Use Documents, shall be uniform, with each Lot OWNER paying 1/86 of the total assessment levied against all OWNERS of Lots and their Lots. Should ASSOCIATION be the OWNER of any Lot or Lots, the assessment which would otherwise be due and payable to ASSOCIATION by the OWNER of such Lot or Lots, reduced by the amount of income which may be derived from the leasing of such Lot or Lots by ASSOCIATION, shall be apportioned, and assessment therefor made among the OWNERS of all Lots which are not owned by ASSOCIATION.
- 8.2 The assessment levied against the OWNER of each Lot and his Lot shall be not made less frequently than quarterly in amounts not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses, and for all of the unpaid operating expenses previously incurred, all assessments made by SNUG HARBOR MASTER ASSOCIATION, INC. and all payments required to be made pursuant to the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.
- 8.3 The Board of Directors of ASSOCIATION shall establish an annual budget in advance of each fiscal year which shall correspond to the calendar year. Such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the ASSOCIATION and ASSOCIATION property, and shall take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. The proposed Annual Budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications, if applicable, as follows:
- 8.3.1 Income
- 1) Membership assessments
  - 2) Rental income
  - 3) Vending machine income

- 4) Other income

8.3.2 Expense

- 1) Administration of Association
- 2) Management fees
- 3) Maintenance
- 4) Taxes on Association property
- 5) Insurance
- 6) Utilities
- 7) Snug Harbor Master Association assessments
- 8) Snug Harbor Master Association Recreation Area Purchase assessment
- 9) Other expenses

8.4 The Board of Directors of ASSOCIATION, in establishing an annual budget for the proper operation, management and maintenance of the ASSOCIATION and ASSOCIATION property, shall include therein as a common expense of the ASSOCIATION the cost of maintaining leaseholds, memberships, or other possessory or use interests in lands or facilities as may be now or hereafter acquired by lease or agreement in form and content and containing provisions satisfactory to the Board of Directors of ASSOCIATION.

8.5 The Board of Directors of ASSOCIATION, in establishing said annual budget for operation, management and maintenance of ASSOCIATION, shall include therein a sum to be collected and maintained as general operating reserve which shall be used to provide a measure of financial stability during periods of special stress, when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by OWNERS of Lots, as a result of emergencies, or for other reasons placing financial stress upon ASSOCIATION. The annual amount allocated to such operating reserve and collected therefor shall not exceed ten (10%) percent of the current annual assessment levied against the OWNERS of all Lots and their Lots. Upon accrual in said operating reserve of a sum equal to thirty (30%) percent of the current annual assessment, no further payments shall be collected from the OWNERS of Lots as a contribution to such operating reserve, unless such operating reserve shall be reduced below said thirty (30%) percent level, in which event contributions to such operating reserve may be included in the annual assessment so as to restore said operating reserve to an amount which will equal thirty (30%) percent of the current annual amount of said assessment.

8.6 Notice of the meeting of the Board of Directors at which the annual budget will be considered shall be given by the Secretary of the ASSOCIATION or other officer of the ASSOCIATION in the absence of the Secretary; such notice shall be given to each member together with a copy of the proposed annual budget not less than thirty (30) days nor more than sixty (60) days prior to such meeting, and such notice shall be written or printed and shall state the date, time and place of such meeting. Upon adoption of said annual budget by the Board of Directors of the ASSOCIATION, the assessments for said year shall be established based upon such budget.

8.7 Should the Board of Directors adopt a budget which requires assessments against the OWNERS of Lots in any calendar year which are in excess of 115% of assessments for the preceding year, then upon the written request of members owning ten (10%) or more of the voting interests in the ASSOCIATION, the Secretary of the ASSOCIATION shall call a special meeting of the members of the ASSOCIATION within thirty (30) days, upon not less than ten (10) days' notice to each of the members of the ASSOCIATION. At the special meeting, the members of the ASSOCIATION shall consider and enact a budget. In determining

whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the ASSOCIATION property, anticipated expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to ASSOCIATION property. Provided, however, that so long as the DEVELOPER is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of a prior year's assessment without the approval of a majority of all voting interests in the Condominium.

- 8.8 Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the ASSOCIATION, or in the event of emergency, said Board of Directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.
- 8.9 All moneys collected by ASSOCIATION shall be treated as the separate property of said ASSOCIATION, and such moneys may be applied by ASSOCIATION to the payment of any expenses of operating, managing and maintaining the ASSOCIATION and ASSOCIATION property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the Land Use Documents, and as moneys for any assessment are paid to ASSOCIATION by any OWNER of a Lot, the same may be commingled with moneys paid to said ASSOCIATION by the other OWNERS of Lots. Although said funds and common surplus, including other assets of ASSOCIATION and any increments thereto or profits derived therefrom, or from the leasing or use of ASSOCIATION property, shall be held for the benefit of the members of the ASSOCIATION, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Lot. When the OWNER of a Lot shall cease to be a member of ASSOCIATION by reason of his divestment of ownership of such Lot, by whatever means, ASSOCIATION shall not be required to account to such OWNER for any share of the fund or assets of ASSOCIATION, or which may have been paid to ASSOCIATION by such OWNER, as all moneys which any OWNER has paid to ASSOCIATION shall be and construed an asset of said ASSOCIATION which may be used in the operation and management of the ASSOCIATION.
- 8.10 The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid to ASSOCIATION on or before the due date for such payment. In the event any assessment or installment thereof shall be in default, a penalty equal to twenty-five (25%) percent of such delinquent assessment or installment shall be assessed, and the delinquent assessment or installment thereof due to ASSOCIATION shall bear interest at the rate of eighteen (18%) percent per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION. All moneys owing to ASSOCIATION shall be due and payable at the main office of ASSOCIATION in Micco, Florida.
- 8.11 The OWNER or OWNERS of each Lot shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for payment of all assessments, regular or special, which may be levied by ASSOCIATION while such party or parties are OWNER or OWNERS of a Lot. In the event that any OWNER or OWNERS are in default in payment of any assessment or installment thereof owed to ASSOCIATION, such OWNER or OWNERS of any Lot shall be personally liable, jointly and severally, for all penalties and interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such

assessment or installment thereof, and penalties and interest thereon, including a reasonable attorney's fee, whether or not suit be brought.

8.12 No OWNER of a Lot may exempt himself from liability for any assessment levied against such OWNER and his Lot by waiver of the use or enjoyment of any of the ASSOCIATION property, or by abandonment of the Lot, or in any other way.

8.13 Recognizing that the necessity for providing proper operation and management of the ASSOCIATION and the Subdivision entails the continuing payment of costs and expenses therefor, which results in benefit to all of the OWNERS of Lots, and that the payment of such common expense represented by the assessments levied and collected by ASSOCIATION is necessary in order to preserve and protect the investment of the OWNER of each Lot, ASSOCIATION is hereby granted a lien upon such Lot, which lien shall secure and does secure the moneys due from all assessments now or hereafter levied against the OWNER of each Lot, which lien shall also secure all interest and penalties, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee which may be incurred by ASSOCIATION in enforcing this lien upon said Lot and its appurtenant undivided interest in COMMON PROPERTY. The lien granted to ASSOCIATION may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, ASSOCIATION shall be entitled to rental from the OWNER of any Lot from the date of foreclosure and shall, in addition, be entitled to the appointment of a receiver for said Lot without notice to the OWNER of such Lot. The rental required to be paid shall be equal to the rental charged on comparable type Lots in Brevard County, Florida. The lien granted to ASSOCIATION shall further secure such advances for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by ASSOCIATION in order to preserve and protect its lien, and ASSOCIATION shall further be entitled to interest at the rate of eighteen (18%) percent per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of a Lot, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted to ASSOCIATION, and shall acquire such interest in any Lot expressly subject to such lien rights.

8.14 The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a claim of lien stating the description of the lot encumbered thereby, the name of the record OWNER, the amount due and the date when due. The lien shall continue in effect for a period of one year after the claim of lien has been recorded, unless within that time an action to enforce that lien has been commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, penalties, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon 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. Such claims of lien shall be signed and verified by an officer or agent of ASSOCIATION. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

8.15 By recording a notice in substantially the following form,

a Lot OWNER or his agent or attorney may require the ASSOCIATION to enforce a recorded claim of lien against his lot:

Notice of Contest of Lien

TO: Snug Harbor Village Homeowners' Association, Inc.  
7600 U.S. #1  
Micco, Florida 32958

You are notified that the undersigned contests the claim of lien filed by you on \_\_\_\_\_ 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 \_\_\_\_\_, 19\_\_.

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.

- 8.16 In the event that any person, firm or corporation shall acquire title to any Lot by virtue of any foreclosure or judicial sale, foreclosing or resulting from the foreclosure of a first mortgage encumbering such Lot, or by deed in lieu of foreclosure, such person, firm or corporation so acquiring title shall be liable and obligated only for assessments as shall accrue and become due and payable for said Lot subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. In the event of the acquisition of title to a Lot by foreclosure or judicial sale or deed in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be absorbed and paid by all OWNERS of all Lots, excluding the unit responsible for the deficiency, as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement or collection of such payment by means other than foreclosure.
- 8.17 Whenever any Lot may be leased, sold, or mortgaged by the OWNER thereof, which lease or sale shall be concluded only upon compliance with other provisions of the Land Use Documents, ASSOCIATION, upon the written request of the OWNER of such Lot, shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the OWNER of such Lot. Such statement shall be executed by the President, Secretary or Treasurer of the ASSOCIATION, and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and ASSOCIATION shall be bound by such statement.
- 8.18 In the event that a Lot is to be leased, sold or mortgaged at the time when payment of any assessment against the OWNER of said Lot and such Lot due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by ASSOCIATION), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to the payment of any then delinquent assessment or installments



thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase, or mortgage proceeds are paid to the OWNER of any Lot who is responsible for payment of such delinquent assessment.

- 8.19 In any voluntary conveyance of the Lot, the Grantee shall be jointly and severally liable with Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of Grantee to recover from Grantor the amounts paid by Grantee therefor.
- 8.20 Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to it.
- 8.21 The ASSOCIATION shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the ASSOCIATION:
- 8.21.1 A photocopy of the recorded Declaration of Covenants, Conditions, and Restrictions, and all Amendments thereto;
  - 8.21.2 A photocopy of the recorded Bylaws of the ASSOCIATION and all Amendments thereto;
  - 8.21.3 A certified copy of the Articles of Incorporation and all Amendments thereto;
  - 8.21.4 A book or books containing the minutes of all meetings of the ASSOCIATION, of the Board of Directors, and Lot OWNERS, which minutes shall be retained for a period of seven (7) years;
  - 8.21.5 A copy of the current Rules of the ASSOCIATION;
  - 8.21.6 A current roster of all Lot OWNERS, their mailing addresses, unit identifications, voting certifications and, if known, their telephone numbers;
  - 8.21.7 All current insurance policies maintained by the ASSOCIATION;
  - 8.21.8 Bills of Sale or transfers for all property owned by the ASSOCIATION;
  - 8.21.9 Accounting records for the ASSOCIATION according to good accounting practices. All accounting records shall be maintained for a period of seven (7) years. The accounting records shall include but not be limited to:
    - 1) Accurate, itemized and detailed records of all receipts and expenditures;
    - 2) A current account and a monthly, bi-monthly or quarterly statement of the account for each Lot, designating the name of the Lot OWNER, the date and amount of each assessment, the amount paid upon the account, and the balance due;
    - 3) All audits, reviews, accounting statements and financial records of the ASSOCIATION; and
    - 4) All contracts for work to be performed. Bids

for work to be performed shall also be considered official records of the ASSOCIATION and shall be retained for a period of one (1) year after the work performed for which bids were received has been completed.

- 8.21.10 Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given;
- 8.22 The official records of the ASSOCIATION shall be maintained in Brevard County, Florida.
- 8.23 The official records of the ASSOCIATION shall be open to inspection by any ASSOCIATION member or the authorized representative of such member at all reasonable times. Failure to permit inspection of the ASSOCIATION records as provided herein entitles any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make and obtain copies, at reasonable expense to the ASSOCIATION member.
- 8.24 The Board of Directors of the ASSOCIATION shall, within sixty (60) days following the end of the calendar year or annually on such date as is otherwise provided in these Bylaws, cause to be mailed or furnished by personal delivery to each Lot OWNER a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:
  - 8.24.1 Costs for security;
  - 8.24.2 Professional and management fees and expenses;
  - 8.24.3 Taxes;
  - 8.24.4 Costs for recreation facilities;
  - 8.24.5 Expenses for refuse collection and utility services;
  - 8.24.6 Expenses for lawn care;
  - 8.24.7 Costs for building maintenance and repair;
  - 8.24.8 Insurance costs;
  - 8.24.9 Administrative and salary expenses;
  - 8.24.10 General reserves, maintenance reserves, and depreciation reserves.
- 8.25 The depository of ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys in such accounts shall be only by check signed by such persons as are authorized by the Directors.
- 8.26 Fidelity bonds shall be required by the Board of Directors from all Directors and Officers or employees of the ASSOCIATION handling or responsible for ASSOCIATION funds. The amount of such bond shall be determined by the Directors but shall be at least the amount of the total annual assessments against members for common expenses. The premiums of such bonds shall be paid by ASSOCIATION and shall be considered a common expense.

8.27 The ASSOCIATION shall cause to be prepared and kept minutes of all meetings of members of the ASSOCIATION, as well as all meetings of the Board of Directors. Such minutes shall be kept in a book which shall be available for inspection by any member of the ASSOCIATION or their authorized representative at any reasonable time. All such minutes shall be retained for a period of not less than seven (7) years.

9.0 PARLIAMENTARY RULES

9.0 Robert's Rules of Order (latest edition) shall govern the conduct of the corporate proceedings when not in conflict with the Articles of Incorporation and these Bylaws or the Statutes of the State of Florida.

10.0 AMENDMENTS TO BYLAWS

10.1 These Bylaws of the ASSOCIATION may be amended in accordance with the same requirements and the same procedures as set forth in Article 13 of the Articles of Incorporation. All such amendments shall be recorded in the same manner as provided for the recording of amendments to the Articles of Incorporation.



SNUG HARBOR LAKES

A

CONDOMINIUM

RIGHTS OF WAY DEED

Prepared By:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U.S. Highway #1  
Micco, FL 32958

Prepared By:  
LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Pkwy.  
Merritt Island, FL 32953

RIGHTS OF WAY DEED

GRANTOR: SNUG HARBOR LAKES DEVELOPMENT, INC.,  
A Florida Corporation  
7600 U. S. #1  
Micco, Florida 32958

GRANTEE: SNUG HARBOR MASTER ASSOCIATION, INC.,  
A Florida Corporation  
7600 U. S. #1  
Micco, Florida 32958

DATED:

LEGAL DESCRIPTION:

See Exhibit A attached hereto and incorporated herein by reference

THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:

1. Taxes and assessments for the year 1988 and subsequent years.
2. Zoning restrictions and other requirements imposed by governmental authority and public utility easements of record.
3. The restrictions that the Grantee shall restrict the use of the Rights of Way to the Owners of Mobile Home Units in Snug Harbor Lakes, a Condominium, Owners of parcels of land within the overall description of the land which could become part of the aforesaid condominium, which parcels have not joined the condominium all as described in the Declaration of Condominium of Snug Harbor Lakes, a Condominium, Owners of lots in Snug Harbor Village, a plated subdivision recorded in Plat Book 29, Page 29, Public Records of Brevard County, Florida, Snug Harbor Lakes Development, Inc. and representatives, guests and invitees of same.
4. Rights reserved unto Grantor and those holding by or through Grantor, and/or rights granted and/or reserved to others as set forth and/or appearing in the Declaration of Condominium for Snug Harbor Lakes, a Condominium and all exhibits attached thereto and made a part thereof, and the Declaration of Covenants, Conditions and Restrictions for Snug Harbor Village and all exhibits thereto, all as amended from time to time and as recorded in the Public Records of Brevard County, Florida.

The Grantor, for and in consideration of the sum of TEN DOLLARS, and other good and valuable considerations to the Grantor in hand paid by the Grantee, the receipt of which is acknowledged, has granted, bargained and sold to the grantee, and the grantee's heirs and assigns forever the land described above.

The Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Attest:  
INC.  
(Corporate Seal)

SNUG HARBOR LAKES DEVELOPMENT,

\_\_\_\_\_  
CHERYL L. SILKOFF, Secretary

By: \_\_\_\_\_ (SEAL)  
PAUL L. GOULD, President

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing warranty deed was acknowledged before me on \_\_\_\_\_, 19\_\_ by PAUL L. GOULD and CHERYL L. SILKOFF, President and Secretary respectively of SNUG HARBOR LAKES DEVELOPMENT, INC.

My Commission Expires:

(SEAL)

\_\_\_\_\_  
Notary Public

EXHIBIT A TO  
RIGHTS OF WAY DEED

LEGAL DESCRIPTIONS

Parcel No. 65: Chasta Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 344.73 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run N 23°52'01" W a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet, thence run N 89°35'00" E a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet; thence run S 23°52'01" E a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning.

Parcel No. 66: Cedar Bark Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet, thence run S 89°35'00" W a distance of 118.57 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run N 23°52'01" W a distance of 1154.06 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet; thence run N 89°35'00" E a distance of 80.66 feet to a Point of Curvature, thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 113°27'01", an arc distance of 49.50 feet, thence run S 23°52'01" E, a distance of 1154.06 feet to a Point of Curvature, thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 66°32'59", an arc distance of 29.04 feet to the Point of Beginning.

Parcel No. 67: Boxelder Road

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet to the Point of Beginning; thence run S 89°35'00" W a distance of 61.20 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 89°38'59", an arc distance of 39.12 feet; thence run N 0°03'59" W a distance of 186.08 feet to a Point of Curvature; thence along said curve, concave to the West having a radius of 92.63 feet, a central angle of 23°48'02", an arc distance of 38.48 feet; thence run N 23°52'01" W a distance of 921.44 feet to a



Point of Curvature; thence along said curve, concave to the Southwest having a radius of 25.0 feet, a central angle of  $66^{\circ}32'59''$ , an arc distance of 29.04 feet; thence run N  $89^{\circ}35'00''$  E a distance of 42.56 feet; thence run S  $23^{\circ}52'01''$  E a distance of 982.62 feet; thence run S  $00^{\circ}03'59''$  E a distance of 207.29 feet to the Point of Beginning.

Parcel No. 68: Great Bear Lake Drive

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 1001.42 feet to the Point of Beginning; thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet; thence run N  $0^{\circ}25'00''$  W a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 252.38 feet, a central angle of  $23^{\circ}30'00''$ , an arc distance of 103.51 feet; thence run N  $23^{\circ}05'00''$  E a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 168.0 feet, a central angle of  $46^{\circ}57'01''$ , an arc distance of 137.67 feet; thence run N  $23^{\circ}52'01''$  W a distance of 545.28 feet, to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, an arc distance of 29.04 feet; thence run N  $89^{\circ}35'00''$  E a distance of 80.66 feet to a Point of Curvature; thence along said curve, concave to the Southeast having a radius of 25.0 feet, a central angle of  $113^{\circ}27'01''$ , an arc distance of 49.50 feet; thence run S  $23^{\circ}52'01''$  E a distance of 513.18 feet to a Point of Curvature; thence along said curve, concave to the West, having a radius of 192.0 feet, a central angle of  $46^{\circ}57'01''$ , an arc distance of 157.33 feet; thence run S  $23^{\circ}05'00''$  W a distance of 351.09 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 228.38 feet, a central angle of  $23^{\circ}30'00''$ , an arc distance of 93.67 feet; thence run S  $0^{\circ}25'00''$  E a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $90^{\circ}00'00''$ , an arc distance of 39.27 feet to a Point of Beginning.

Parcel No. 69: Kyak Court

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 1864.09 feet to the Point of Beginning; thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$ , an arc distance of 39.37 feet; thence run N  $0^{\circ}38'31''$  W a distance of 571.27 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $99^{\circ}56'24''$ , an arc distance of 43.61 feet; thence run N  $79^{\circ}25'05''$  E a distance of 75.13 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $80^{\circ}03'36''$ , an arc distance of 34.93 feet; thence run S  $0^{\circ}38'31''$  E a distance of 584.53 feet, to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 70: Montauk Avenue

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet, thence run S  $89^{\circ}35'00''$  W a distance of 2312.09 feet to the Point of Beginning; thence continue S  $89^{\circ}35'00''$  W a distance of 74.0 feet to a Point of Curvature; thence

along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$ , an arc distance of 39.37 feet; thence run N  $0^{\circ}38'31''$  W a distance of 491.00 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $99^{\circ}56'24''$ , an arc distance of 43.61 feet; thence run S  $79^{\circ}25'05''$  W a distance of 152.28 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of  $80^{\circ}03'36''$  an arc distance of 34.93 feet; thence run N  $0^{\circ}38'31''$  W a distance of 75.13 feet, to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $99^{\circ}56'24''$  an arc distance of 43.61 feet; thence run N  $79^{\circ}25'05''$  E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of  $80^{\circ}03'36''$ , an arc distance of 34.93 feet; thence run N  $0^{\circ}38'31''$  W a distance of 505.77 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet; thence run N  $89^{\circ}35'00''$  E a distance of 74.0 feet, to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$ , an arc distance of 39.37 feet; thence run S  $00^{\circ}38'31''$  E a distance of 1071.90 feet to a Point of Curvature; thence along said curve, having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 71: Dracena Drive, Hammerstone Court

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N  $0^{\circ}03'59''$  W a distance of 124.0 feet; thence run S  $89^{\circ}35'00''$  W a distance of 2014.09 feet to a Point of Curvature; thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet; thence run N  $0^{\circ}38'31''$  W a distance of 544.39 feet to the Point of Beginning; thence continue N  $0^{\circ}38'31''$  W a distance of 75.13 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $99^{\circ}56'24''$ , an arc distance of 43.61 feet; thence run N  $79^{\circ}25'05''$  E a distance of 355.21 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 339.15 feet, a central angle of  $80^{\circ}03'36''$ , an arc distance of 473.90 feet; thence run N  $0^{\circ}38'31''$  W a distance of 66.09 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $89^{\circ}46'29''$ , an arc distance of 39.17 feet; thence run N  $89^{\circ}35'00''$  E a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $90^{\circ}13'31''$ , an arc distance of 39.37 feet; thence run S  $0^{\circ}38'31''$  E a distance of 65.79 feet, to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 363.15 feet, a central angle of  $14^{\circ}20'39''$ , an arc distance of 90.92 feet to a Point of Reverse Curve; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of  $104^{\circ}07'08''$ , an arc distance of 45.43 feet; thence run N  $89^{\circ}35'00''$  E a distance of 360.81 feet to a Point of Curve, thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of  $113^{\circ}27'01''$ , an arc distance of 49.50 feet; thence run S  $23^{\circ}52'01''$  E a distance of 80.66 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of  $66^{\circ}32'59''$ , an arc distance of 29.04 feet; thence run S  $89^{\circ}35'00''$  W a distance of 419.76 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $64^{\circ}14'28''$ , an arc distance of 28.03 feet to a Point of Reverse Curve; thence along said curve, concave to the Northwest, having a radius of 363.15 feet, a central angle of  $54^{\circ}04'33''$ , an arc distance of 342.74 feet; thence run S  $79^{\circ}25'05''$  W a distance of 368.18 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of  $80^{\circ}03'36''$ , an arc distance

of 34.93 feet to the Point of Beginning.

Parcel No. 72: Longhorn Avenue

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 2088.09 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 90°13'31", an arc distance of 39.37 feet; thence run N 0°38'31" W a distance of 531.13 feet to a Point of Curve; thence along said curve, concave to the Southwest having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run S 79°25'05" W a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 75.13 feet to a Point of Curvature; thence along the curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 99°56'24", an arc distance of 43.61 feet; thence run N 79°25'05" E a distance of 152.28 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 80°03'36", an arc distance of 34.93 feet; thence run N 0°38'31" W a distance of 465.64 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 36.65 feet; thence run S 88°27'28" E a distance of 38.23 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 92°11'03", an arc distance of 40.22 feet, thence run S 0°38'31" E a distance of 1070.60 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet to the Point of Beginning.

Parcel No. 73: Fox Hunter Circle

From the Southeast corner of the Northeast quarter of Section 10, Township 30 South, Range 38 East, Brevard County, Florida, run N 0°03'59" W a distance of 124.0 feet; thence run S 89°35'00" W a distance of 839.16 feet to the Point of Beginning; thence continue S 89°35'00" W a distance of 74.0 feet to a Point of Curvature; thence along said curve, concave to the Northwest having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run N 0°25'00" W a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 252.38 feet, a central angle of 23°30'00", an arc distance of 103.51 feet; thence run N 23°05'00" E a distance of 182.32 feet to a Point of Curvature; thence along said curve, forming a cul-de-sac, having a radius of 50.0 feet, a central angle of 246°30'00", an arc distance of 215.11 feet; thence run S 89°35'00" W a distance of 33.70 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 66°30'00", an arc distance of 29.02 feet; thence run S 23°05'00" W a distance of 100.10 feet to a Point of Curvature; thence along said curve, concave to the East, having a radius of 228.38 feet, a central angle of 23°30'00", an arc distance of 93.67 feet; thence run S 0°25'00" E a distance of 12.0 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet to the Point of Beginning.

Parcel No. 74: Bannock Street, Niantic Avenue, Bison Street

Beginning at the Southeast corner of the Northeast quarter of Section

10, Township 30 South, Range 38 East, Brevard County, Florida, thence run S 89°35'00" W a distance of 80.0 feet; thence run N 0°25'00" W a distance of 75.0 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run S 89°35'00" W a distance of 1056.40 feet to a Point of Curvature; thence along said curve, concave to the Southeast, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run S 0°25'00" E a distance of 75.0 feet; thence run S 89°35'00" W a distance of 50.0 feet; thence run N 0°25'00" W a distance of 75.0 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 90°00'00", an arc distance of 39.27 feet; thence run S 89°35'00" W a distance of 1273.94 feet to a Point of Curvature; thence along said curve, concave to the Northeast, having a radius of 49.0 feet, a central angle of 89°46'29", an arc distance of 76.78 feet; thence run N 0°38'31" W a distance of 449.58 feet to a Point of Curvature; thence along said curve, concave to the Southwest, having a radius of 25.0 feet, a central angle of 101°55'00", an arc distance of 44.47 feet; thence run S 77°26'29" W a distance of 71.64 feet; thence run N 0°38'31" W a distance of 24.53 feet, thence run N 77°26'29" E a distance of 82.19 feet to a Point of Curvature; thence along said curve, concave to the Northwest, having a radius of 25.0 feet, a central angle of 78°05'00", an arc distance of 34.07 feet; thence run N 0°38'31" W a distance of 595.88 feet; thence run N 89°35'00" E a distance of 460.25 feet; thence run S 88°27'28" E a distance of 384.60 feet; thence run N 89°35'00" E a distance of 1344.69 feet; thence run S 23°52'01" E a distance of 26.16 feet; thence run S 89°35'00" W a distance of 1355.51 feet; thence run N 88°27'28" W a distance of 384.60 feet; thence run S 89°35'00" W a distance of 410.65 feet to a Point of Curvature; thence along said curve, concave to the Southeast having a radius of 25.0 feet, a central angle of 90°13'31" an arc distance of 39.37 feet, thence run S 0°38'31" E a distance of 1071.89 feet to a Point of Curvature; thence along said curve, concave to the Northeast having a radius of 25.0 feet, a central angle of 89°46'29", an arc distance of 39.17 feet; thence run N 89°35'00" E a distance of 2536.09 feet; thence run S 0°03'59" E a distance of 124.0 feet to the Point of Beginning.

SNUG HARBOR LAKES, A CONDOMINIUM

Form Documents

Prepared by:

LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

Developer:

SNUG HARBOR LAKES  
DEVELOPMENT, INC.  
7600 U. S. #1  
Micco, FL 32958

This Instrument Prepared By:  
LEWIS R. PEARCE  
Attorney at Law  
2255 N. Courtenay Parkway  
Merritt Island, FL 32953

WARRANTY DEED

GRANTOR: SNUG HARBOR LAKES DEVELOPMENT, INC.,  
a Florida corporation

GRANTEE:

GRANTEE'S MAILING ADDRESS:

DATE:

LEGAL DESCRIPTION OF PROPERTY LOCATED IN BREVARD COUNTY, FLORIDA:

Unit No. \_\_\_\_\_, Section \_\_\_\_\_, Snug Harbor Lakes, A  
Condominium, according to the Declaration of Condominium,  
Recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, Public  
Records of Brevard County, Florida, together with all  
appurtenances thereto, including an undivided interest in  
the Common Property, as set forth in the Declaration of  
Condominium.

This conveyance is subject to the following:

1. Taxes and assessments for the year 19\_\_ and subsequent  
years.
2. Zoning, restrictions, prohibitions and other requirements  
imposed by governmental authority and public utility  
easements of record.
3. The Declaration of Condominium for Snug Harbor Lakes, a  
Condominium, and all exhibits thereto and amendments  
thereof.
4. That certain Declaration of Restrictions, Conditions,  
Covenants and Reservations affecting property in Snug  
Harbor Lakes, dated August 18, 1984, and recorded December  
4, 1984 in O.R. Book 2559, Page 2931, Public Records of  
Brevard County, Florida.
5. The Recreation Area Purchase Agreement and Note given by  
Snug Harbor Master Association, Inc. in favor of Snug  
Harbor Lakes Development, Inc., dated \_\_\_\_\_, 19\_\_ and  
recorded in O.R. Book \_\_\_\_\_, Page \_\_\_\_\_, Public Records of  
Brevard County, Florida.

The Grantor, for and in consideration of the sum of TEN DOLLARS, and  
other good and valuable considerations to the Grantor in hand paid by  
the Grantee, the receipt of which is acknowledged, has granted,  
bargained, and sold to the Grantee, and the Grantee's heirs and  
assigns forever the land described above. The Grantor does hereby  
fully warrant the title to said land, and will defend the same against  
the lawful claims of all persons whomsoever.

GRANTOR:

ATTEST:  
(CORPORATE SEAL)

SNUG HARBOR LAKES DEVELOPMENT, INC.

By: \_\_\_\_\_  
Victoria Dorado  
Assistant Secretary

By: \_\_\_\_\_  
Paul L. Gould, President

FORM DOCUMENTS  
DECLARATION OF CONDOMINIUM

Page 326

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing warranty deed was acknowledged before me on \_\_\_\_\_, 19\_\_ by PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
(SEAL)

ACKNOWLEDGMENT AND ACCEPTANCE BY GRANTEE(S)

Grantee(s) acknowledge(s) that Grantee(s) has/have read the Declaration of Condominium, and all exhibits attached thereto, understand(s) that each and every provision of the foregoing document is fair and reasonable, is made for the benefit of all owners of the Condominium and is essential to the successful operation and management of the subject condominium development; Grantee(s) covenant(s) to abide by each and every provision of said Declaration of Condominium, amendments thereof, if any, and all exhibits thereto.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(SEAL)  
(SEAL)

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the individual(s) described in and who executed the foregoing instrument, and freely and voluntarily executed the same for the purposes therein expressed.

WITNESS my hand and official seal all on this, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
(SEAL)

ACCEPTANCE, WAIVER, AND WARRANTY

Re: Unit No. \_\_\_\_\_, Section \_\_\_\_\_, SNUG HARBOR LAKES, A CONDOMINIUM according to the Declaration of Condominium thereof, recorded in Official Records Book No. \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Brevard County, Florida.

The undersigned Purchaser, having acquired title to the above-referred to Mobile Home Unit, does hereby acknowledge as follows:

1. That the Seller has performed its obligations under the Condominium Purchase Agreement.

2. That Purchaser has been advised that the condominium documents have been recorded in the Public Records of Brevard County, Florida; that Purchaser has had an opportunity to examine and read the said documents as recorded, consisting of the Declaration of Condominium of SNUG HARBOR LAKES, A Condominium, Articles of Incorporation, and Bylaws of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE and does hereby ratify and confirm all of the terms and provisions of said documents, as recorded, waiving all objections to the circumstances that the initial officers and directors of the afore-referred to Condominium Association are comprised of persons identified with, selected by or controlled by the Seller.

3. That the Mobile Home Unit, the mobile, modular or manufactured home, and condominium property have been examined by Purchaser, and Purchaser accepts the same, subject only to such warranties as have been expressly represented to survive the closing.

4. That the parties have relied upon the provision of this Acceptance, Waiver and Warranty in proceeding to close upon the above-referred to Condominium Unit.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

\_\_\_\_\_  
(PURCHASER)



MECHANICS LIEN AND POSSESSION AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF BREVARD

Before me, the undersigned authority, personally appeared PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, who being first duly sworn upon oath, depose and say that:

1. The undersigned is the owner of the following described real property, to wit:

Unit No. \_\_\_\_\_, Section \_\_\_\_\_, Snug Harbor Lakes, A Condominium, according to the Declaration of Condominium, Recorded in Official Records Book \_\_\_, Page \_\_\_, Public Records of Brevard County, Florida, together with all appurtenances thereto, including an undivided interest in the Common Property, as set forth in the Declaration of Condominium.

2. There are no outstanding contracts, including financing statements, either oral or written, for the furnishing of any labor or material to the land or the improvements thereon, other than:

NONE.

3. All labor, material or services, if any, were furnished, completed and in place not less than 90 days prior to the date of this affidavit, and all charges for any material or labor whenever furnished have been paid in full, and the undersigned has not received notice from any materialman, laborer, or subcontractor, pursuant to the provisions of F.S.A. Chapter 713.06.

4. The above real estate is free and clear of all liens (including Mechanic's, Materialman's or Laborer's Lien), encumbrances and claims of every nature, kind and description whatsoever, excepting for the lien of real estate taxes for the current year and subsequent years, except:

NONE.

5. There are no unpaid, delinquent or otherwise outstanding taxes, special assessments or other liens or charges which are not shown as existing liens by the public records.

6. The undersigned is in exclusive possession of said property, and no other parties have any claim to possession of the property.

7. There are no liens, chattel mortgages or retain title contracts affecting any personal property which might have been sold together with the above described property.

8. That no judgments have been obtained against any of the undersigned, either jointly or severally, which have not been satisfied in full as of the date hereof.

9. That no petition for bankruptcy, either voluntary or involuntary, is presently pending against any of the undersigned.

10. That no state or federal tax liens or jeopardy assessments are presently outstanding against any of the undersigned.

11. That no writs of execution, garnishment or attachment are presently outstanding against any of the undersigned.

Affiants do hereby jointly and severally agree to indemnify and hold Chicago Title Insurance Company harmless of and from any and all loss, costs, damage and expenses of every kind, including attorneys' fees at both the trial and appellate levels, which said Chicago Title Insurance Company shall or may suffer or become liable for under its policy now to be issued upon said real estate, on account of reliance on the statements made herein, including but not limited to any matters that may be recorded between the effective date of the Commitment above and the time of the recording of the instruments, described in said Commitment, to be insured.

DATED this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

ATTEST:  
CORPORATE SEAL

SNUG HARBOR LAKES DEVELOPMENT, INC.

\_\_\_\_\_  
VICTORIA DORADO  
Assistant Secretary

By: \_\_\_\_\_  
PAUL L. GOULD, President

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
(SEAL)

## GUARANTEE AGREEMENT

Each of the undersigned is executing this Guarantee Agreement to induce SNUG HARBOR LAKES DEVELOPMENT, INC. to sell certain recreational facilities to SNUG HARBOR MASTER ASSOCIATION, INC. and accept from said ASSOCIATION a promissory note in payment thereof. The terms and conditions of this guarantee shall be as follows:

1. GUARANTEE. The Guarantors, jointly and severally, unconditionally guarantee to SNUG HARBOR LAKES DEVELOPMENT, INC., its successors and assigns, the full payment and performance of all of SNUG HARBOR MASTER ASSOCIATION, INC. present and future indebtedness and obligations as set forth in the Recreation Area Note executed by said Association. This guarantee shall be limited to the sum of TWO THOUSAND and 00/100 (\$2,000.00) DOLLARS plus accrued interest thereon all as provided in the Recreation Area Note. A copy of same is attached hereto as Exhibit I.
2. RIGHTS OF LENDER. The Guarantor authorizes SNUG HARBOR LAKES DEVELOPMENT, INC. at any time in its discretion to alter any of terms of the Indebtedness and to accept additional or substituted security, to subordinate, compromise or release any security, to release SNUG HARBOR MASTER ASSOCIATION, INC. of its liability for all or any part of the Indebtedness, to release, substitute or add any one or more guarantors or endorsers, and to assign this Guarantee in whole or in part. SNUG HARBOR LAKES DEVELOPMENT, INC. may take any of the foregoing actions upon any terms and conditions as it may elect, without giving notice to any Guarantor or obtaining the consent of any Guarantor and without affecting the liability of any Guarantor to SNUG HARBOR LAKES DEVELOPMENT, INC.
3. INDEPENDENT OBLIGATIONS. Each Guarantor's obligations under this Guarantee are independent of those of SNUG HARBOR MASTER ASSOCIATION, INC. The Lender may bring a separate action against any one or more Guarantors without first proceeding against the SNUG HARBOR MASTER ASSOCIATION, INC. or any other person or any security held by SNUG HARBOR LAKES DEVELOPMENT, INC. and without pursuing any other remedy. SNUG HARBOR LAKES DEVELOPMENT, INC. rights under this Guarantee will not be exhausted by any action by it until all of the Indebtedness has been fully paid and performed.
4. WAIVERS OF DEFENSES. Each Guarantor waives:
  - (a) All statutes of limitation as a defense to any action brought against any Guarantor by SNUG HARBOR LAKES DEVELOPMENT, INC., to the fullest extent permitted by law;
  - (b) Any defense based upon any legal disability of SNUG HARBOR MASTER ASSOCIATION, INC. or any discharge or limitation of the liability of SNUG HARBOR MASTER ASSOCIATION, INC. to SNUG HARBOR LAKES DEVELOPMENT, INC., whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause;
  - (c) Presentment, demand, protest and notice of any kind;
  - (d) Any defense based upon or arising out of any defense which SNUG HARBOR MASTER ASSOCIATION, INC. may have to the payment or performance of any part of the Indebtedness; and
  - (e) All rights of subrogation, all rights to enforce any remedy that SNUG HARBOR LAKES DEVELOPMENT, INC. may have against SNUG HARBOR MASTER ASSOCIATION, INC., and all rights to participate in any security held by SNUG HARBOR LAKES DEVELOPMENT, INC. for the Indebtedness, until the Indebtedness has been paid and performed in full.
5. COSTS AND EXPENSES. Each Guarantor agrees to pay SNUG HARBOR

LAKES DEVELOPMENT, INC. reasonable out-of-pocket costs and expenses, including but not limited to reasonable attorneys' fees and disbursements incurred in any effort to collect or enforce any of the Indebtedness of this Guarantee, regardless whether a suit or other proceeding is instituted, and if instituted, for all trial, appellate, and other proceedings. Until paid to SNUG HARBOR LAKES DEVELOPMENT, INC., such sums will bear interest at the highest rate allowed by law.

6. DELAY: CUMULATIVE REMEDIES. No delay or failure by SNUG HARBOR LAKES DEVELOPMENT, INC. to exercise any right or remedy against SNUG HARBOR MASTER ASSOCIATION, INC. or any Guarantor will be construed as a waiver of that right or remedy. All remedies of SNUG HARBOR LAKES DEVELOPMENT, INC. against the Borrower and each Guarantor are cumulative.

7. VENUE. If any legal proceedings are commenced by either party, and which arise out of this agreement, the venue thereof shall be in Brevard County, Florida, and Guarantors waive any right of removal to the courts of any other jurisdiction or to a federal court to which they may be entitled.

8. MISCELLANEOUS. The invalidity or unenforceability of any one or more provisions of this Guarantee will not affect any other provision. This Guarantee will be governed by Florida law, and may be amended only by a written instrument executed by the Guarantors and SNUG HARBOR LAKES DEVELOPMENT, INC. The obligations of each Guarantor under this Guarantee will be joint and several. The provisions of this Guarantee will bind and benefit the heirs, personal representatives, successors and assigns of each Guarantor and SNUG HARBOR LAKES DEVELOPMENT, INC. Whenever the context requires, all terms used in the singular will be construed in the plural and vice versa, and each gender will include each other gender.

IN WITNESS WHEREOF, the undersigned Guarantors have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 1987.

GUARANTORS:

\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)  
\_\_\_\_\_(SEAL)

ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing Continuing Guarantee Agreement was acknowledged before me on \_\_\_\_\_, 1987 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)  
STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing Continuing Guarantee Agreement was acknowledged before me on \_\_\_\_\_, 1987 by \_\_\_\_\_.

GUARANTEE AGREEMENT  
DECLARATION OF CONDOMINIUM

89 FEB -8 PM 1:01

or other governmental agencies providing utility services of every kind and nature, as follows:

- 2.3.1 Easements are reserved through the CONDOMINIUM property as may be required for utility services in order to serve the CONDOMINIUM adequately.
- 2.3.2 In the event that any mobile, modular or manufactured home located on a MOBILE HOME UNIT shall encroach upon any of the COMMON PROPERTY or upon any other MOBILE HOME UNIT for any reason other than the intentional or negligent act of the MOBILE HOME UNIT OWNER, or ~~in the event that any COMMON PROPERTY shall encroach upon any MOBILE HOME UNIT,~~ then an easement shall exist to the extent of such an encroachment so long as the same shall exist.
- 2.3.3 There shall exist a perpetual easement of ingress to and egress from all MOBILE HOME UNITS over walks, terraces and other COMMON PROPERTY from and to the public highways bounding the CONDOMINIUM, and a perpetual right or easement, in common with all persons owning an interest in any MOBILE HOME UNIT in the CONDOMINIUM, to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to facilities as they now exist) located on the COMMON PROPERTY.
- 2.3.4 There shall exist a perpetual easement of ingress to and egress from any parcel of land located within the boundaries of the property described in Exhibit "A" and which may not be part of the condominium property, over the walks and streets which constitute part of the COMMON PROPERTY of the ASSOCIATION, from and to the public highways bounding the Condominium.
- 2.3.5 There shall be a perpetual easement in favor of Connecticut General Development Utilities, Inc., a Florida corporation, its successors and assigns, through the Condominium property as may be required for the providing of water, sewer, and other utility services in order to serve the Condominium adequately.
- 2.4 Mobile Home Units. MOBILE HOME UNIT, as the term is used herein, shall mean and comprise the real property consisting of the ~~----- (-----) separate,~~ individually identified MOBILE HOME mobile, modular or manufactured home sites which are designated in Exhibit "G" to this Declaration of Condominium.
- 2.5 Common Property. The COMMON PROPERTY of the CONDOMINIUM consists of all of the real property, improvements and facilities of the CONDOMINIUM other than the MOBILE HOMES UNITS, ~~as the same are hereinabove defined in Section 2.4 above,~~ and shall include easements through the MOBILE HOME UNITS for conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to the MOBILE HOME UNITS and COMMON PROPERTY, and easements of support in every portion of a MOBILE HOME UNIT which contributes to the support of improvements serving more than one (1) MOBILE HOME UNIT and shall further include all personal

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing Continuing Guarantee Agreement was acknowledged  
before me on \_\_\_\_\_, 1987 by \_\_\_\_\_.

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing Continuing Guarantee Agreement was acknowledged  
before me on \_\_\_\_\_, 1987 by \_\_\_\_\_.

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing Continuing Guarantee Agreement was acknowledged  
before me on \_\_\_\_\_, 1987 by \_\_\_\_\_.

My Commission Expires:  
(SEAL)

\_\_\_\_\_  
Notary Public

)

)



property held and maintained for the joint use and enjoyment of all the owners of MOBILE HOME UNITS.

2.6 Time Share Estates. No time-share estates will be created with respect to any MOBILE HOME UNIT in this CONDOMINIUM.

2.7 Ownership of MOBILE HOME UNITS and Appurtenant Interest in Common Property

2.7.1 Each MOBILE HOME UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each MOBILE HOME UNIT shall own as an appurtenance to the ownership of each said MOBILE HOME UNIT an undivided interest in the COMMON PROPERTY and COMMON SURPLUS, the amount of which is specifically set forth in Exhibit "H" to this Declaration. The percentage of undivided interest in COMMON PROPERTY and COMMON SURPLUS assigned to each MOBILE HOME UNIT shall not be changed except with the unanimous consent of all of the owners of all of the MOBILE HOME UNITS, except as may otherwise be provided herein.

2.7.2 Initially, the Condominium project will consist of 340 339 MOBILE HOME UNITS, as graphically described in Exhibit "G" attached hereto. The percentage of ownership of COMMON PROPERTY and COMMON SURPLUS shall be the same for all units in the Condominium, regardless of the number of units that may ultimately make up the Condominium.

2.7.3 In the event that additional units are added to the Condominium, as contemplated by this Declaration, then the percentage interest of each MOBILE HOME UNIT OWNER in the COMMON SURPLUS shall decrease proportionately, so that at all times the percentage of ownership of COMMON PROPERTY and COMMON SURPLUS is the same for all units.

2.7.4 Initially, the Condominium will consist of 344 339 units, and the ASSOCIATION will have a total of 344 339 votes to be cast by OWNERS of MOBILE HOME UNITS. As additional MOBILE HOME UNITS are added to the Condominium, the total number of votes to be cast by the OWNERS of MOBILE HOME UNITS shall increase by the number of units added. It is the intent that there shall be one vote for each MOBILE HOME UNIT in the Condominium. Voting shall be in accordance with the provisions therefor contained in this Declaration and in the Articles of Incorporation and Bylaws of ASSOCIATION.

2.8 Restriction Against Further Subdividing of Mobile Homes and Separate Conveyance of Appurtenant Common Property, Etc. No MOBILE HOME UNIT may be divided or subdivided into a smaller MOBILE HOME UNIT or smaller MOBILE HOME UNITS than as shown on Exhibit "G" attached hereto, nor shall any MOBILE HOME UNIT or portion thereof be added to or incorporated into any other MOBILE HOME UNIT. The undivided interest in the COMMON PROPERTY declared to be an appurtenance to each MOBILE HOME UNIT shall not be conveyed, devised, encumbered or otherwise dealt

with separately from said MOBILE HOME UNIT, and the undivided interest in COMMON PROPERTY appurtenant to each MOBILE HOME UNIT shall be deemed conveyed, devised, encumbered or otherwise included with the MOBILE HOME UNIT, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such MOBILE HOME UNIT. Any conveyance, mortgage or other instrument which purports to grant any right, interest or lien in, to, or upon a MOBILE HOME UNIT shall be null, void and of no effect insofar as the same purports to affect any interest in a MOBILE HOME UNIT and its appurtenant undivided interest in COMMON PROPERTY, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire MOBILE HOME UNIT. Any instrument conveying, devising, encumbering or otherwise dealing with any MOBILE HOME UNIT, whether by legal description or by the numerical designation assigned thereto in Exhibit "G", shall, without limitation or exception, be deemed and construed to affect the entire MOBILE HOME UNIT and its appurtenant undivided interest in the COMMON PROPERTY. The description in any instrument conveying, devising, encumbering or otherwise dealing with any MOBILE HOME UNIT and describing the MOBILE HOME UNIT by its unit number description and identifying this Declaration of Condominium shall be deemed to include any and all amendments to this Declaration of Condominium or to the Articles of Incorporation and Bylaws of the ASSOCIATION hereinafter identified, and it shall not be necessary for such description to specifically or generally refer to any such amendment or amendments. Nothing herein contained shall be construed as limiting or preventing ownership of any MOBILE HOME UNIT and its appurtenant undivided interest in the COMMON PROPERTY by more than one person or entity as tenants in common, joint tenants, or as a tenancy by the entirety.

- 2.9 Subject to Restrictions, Easements, Conditions, and Covenants. The MOBILE HOME UNITS and COMMON PROPERTY shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, governing the use of said MOBILE HOME UNITS and COMMON PROPERTY and setting forth the obligations and responsibilities incident to ownership of each MOBILE HOME UNIT and its appurtenant undivided interest in the COMMON PROPERTY, and said MOBILE HOME UNITS and COMMON PROPERTY are further declared to be subject to the restrictions, easements, conditions and limitations now of record affecting the land and improvements and the CONDOMINIUM.
- 2.10 Restraint Upon Separation and Partition of Common Property. Recognizing that the proper use of a MOBILE HOME UNIT by any owner or owners is dependent upon the use and enjoyment of the COMMON PROPERTY in common with the owners of all of the MOBILE HOME UNITS, and that it is in the interest of all owners of MOBILE HOME UNITS that the ownership of the COMMON PROPERTY be retained in common by owners of MOBILE HOME UNITS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON PROPERTY appurtenant to each MOBILE HOME UNIT shall remain undivided and that no owner of any MOBILE HOME UNIT shall bring or have any right to bring any action for partition or division.

B. Article 3.0 shall be amended to read as follows:

3.0 MAINTENANCE, ALTERATION AND IMPROVEMENT

3-1-1 3.1 Mobile-Home-Units Association Responsibility. The ASSOCIATION shall maintain, repair and replace at the ASSOCIATION's expense:

3-1-1-1 3.1.1 All COMMON PROPERTY;

3-1-1-2 3.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a MOBILE HOME UNIT that service part or parts of the CONDOMINIUM other than the MOBILE HOME UNIT within which such facilities are contained.

3-1-1-3 3.1.3 All incidental damage caused to a MOBILE HOME UNIT by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 3-1(A)-~~(1)-and-(2)~~ 3.1.1 and 3.1.2 above.

3-1-1-4 ~~All-portions-of-the-MOBILE-HOME-UNIT-except the-exterior-of-any-MOBILE-OR-MODULAR-HOME, structure-or-improvement-located-on-said-MOBILE-HOME-UNIT, the-cement-pads-or-parking areas-on-any-MOBILE-HOME-UNIT---It-is-the-intent-of-this-provision-that-the-ASSOCIATION shall-be-responsible-for-the-maintenance-of all-grass-and-planted-portions-of-all-MOBILE HOME-UNITS-~~

3-1-2 3.2 MOBILE HOME UNIT Owners' Responsibility. The responsibility of the MOBILE HOME UNIT OWNER for maintenance, repair and replacement shall be as follows:

3-1-2-1 3.2.1 To maintain, repair and replace, as the case may be, at owner's expense, any MOBILE-HOME UNIT mobile, modular or manufactured home, structure or improvements located on any MOBILE HOME UNIT, including any fixtures and/or their connections required to provide water, light, electric power, telephone, sewage and sanitary service to each MOBILE HOME UNIT and any mobile, modular or manufactured home, structure or improvements located thereon.

3.2.2 To maintain, repair and replace, as the case may be, at the owner's expense, all grass and planted portions of the MOBILE HOME UNIT. Any repair or replacement shall be subject to the provisions set forth in Section 7.0 of this Declaration of condominium.

3-1-2-2 3.2.3 A MOBILE HOME UNIT OWNER shall not paint or otherwise decorate, change, modify or alter the exterior of any mobile, modular or manufactured home, structure or improvement constructed on any MOBILE HOME UNIT without the prior written consent of the Architectural Review Committee as provided in Section 7.0 of this Declaration of Condominium.

3-1-2-3 3.2.4 To promptly report to ASSOCIATION any defect or need for repairs for which the ASSOCIATION is responsible.

3.2.5 The ASSOCIATION shall have the right, duty and obligation to enter upon any MOBILE HOME UNIT on which there exists a violation of this subsection for the purpose of abating, removing and curing such violation. In the event that the ASSOCIATION shall determine that a violation of this subsection exists, it shall send a notice to the MOBILE HOME UNIT OWNER specifying the violation, granting to the MOBILE HOME UNIT OWNER ten (10) days from the receipt of said notice in which to cure said violation, and advising said MOBILE HOME UNIT OWNER that failure to cure said violation will result in ASSOCIATION curing said violation with the cost thereof being assessed against UNIT OWNER. Said notice shall be sent by certified mail, return receipt requested. In the event that the MOBILE HOME UNIT OWNER shall fail to cure the violation of this subsection within the afore-described period, then ASSOCIATION is hereby authorized to and shall cure said violation. The power granted to ASSOCIATION by this paragraph shall include, but not be limited to, the right of the ASSOCIATION to perform any repair, maintenance or replacement required by this subsection to be performed by the MOBILE HOME UNIT OWNER. There is hereby granted to ASSOCIATION a non-exclusive, perpetual easement over, across and through each MOBILE HOME UNIT for ingress and egress to each MOBILE HOME UNIT for the purpose of carrying out the duties and obligations set forth herein. Any and all costs incurred by ASSOCIATION in performing its duties and obligations set forth herein shall be assessed against the MOBILE HOME UNIT on which the repairs, maintenance and replacement were performed. All such assessments shall be collected in the same manner as any other assessment levied by the ASSOCIATION.

3.3 Utility Lines. Connecticut General Development Utilities, Inc., a Florida corporation, its successors and assigns shall be responsible for the maintenance, repair, or replacement, as the case may be, for all water lines and mains between the water supply plant and the water meter located on each MOBILE HOME UNIT. Connecticut General Development Utilities, Inc., a Florida corporation, its successors and assigns shall be responsible for the maintenance, repair and replacement, as the case may be, of all sewer lines and mains between the lateral connection to the individual MOBILE HOME UNIT and the corporation's sewage treatment plant.

3-2 3.4 Alteration and Improvement of Common Property. After completion of the improvements included in the COMMON PROPERTY which are contemplated in the Declaration, there shall be no alteration or further improvement of COMMON PROPERTY without the prior approval, in writing, by record owners of sixty-six-and-two-thirds (~~66-2/3~~%) percent a majority of all MOBILE HOME UNIT OWNERS in the CONDOMINIUM. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any MOBILE HOME UNIT OWNER without his consent. This paragraph shall have no application to the rights vested in the DEVELOPER pursuant to the provisions of this Declaration.

3.5 Amendment. Notwithstanding the other provisions of Declaration of Condominium regarding amendments hereto, the provisions of this Section 3.0 and Sections 2.4, 2.5 shall not be amended without

consent of a majority of the owners of MOBILE HOME UNITS other than the DEVELOPER.

C. Article 5.0 shall be amended to read as follows:

5.0 ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT

5.1 Power of Assessment. ASSOCIATION, by this Declaration of Condominium, is given the authority to maintain, operate and manage the CONDOMINIUM, it being recognized that the delegation of such duties to one entity is in the best interest of the owners of all MOBILE HOME UNITS. To properly maintain, operate and manage the CONDOMINIUM, ASSOCIATION will incur, for the mutual benefit of all of the owners of MOBILE HOME UNITS, costs and expenses which will be continuing or non-recurring, as the case may be, which costs and expenses are sometimes herein referred to as "common expenses." The ASSOCIATION shall fix and determine from time to time the sum or sums of money necessary and adequate to provide for the payment of all common expenses and shall assess the members of the ASSOCIATION for said sums. The ASSOCIATION shall assess MOBILE HOME UNIT OWNERS and/or MOBILE HOME UNITS in amounts not less than are required to provide funds in advance for the payment of all common expenses and other expenses of the ASSOCIATION and CONDOMINIUM, as and when due. The ASSOCIATION shall enforce the collection of said assessment so that at all times the solvency of the ASSOCIATION, under any definition, is maintained and assured. The assessment to MOBILE HOME UNIT OWNERS for both continuing and non-recurring common expenses of the ASSOCIATION, exclusive of the Recreation Area Purchase Assessment provided for in section 5.6 of this Declaration shall not exceed \$22.50 per month during the period of time that the DEVELOPER has the right to select or designate the majority of the members of the Board of Directors of ASSOCIATION, which period of time is set forth in the Articles of Incorporation and By-laws of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION INC., which are attached to the Declaration of Condominium as Exhibits I and J, respectively.

5.2 Lien for Assessment. The ASSOCIATION shall have a lien against each MOBILE HOME UNIT for any unpaid assessments levied against said UNIT and the owner thereof, ~~and-for-penalties,-late-charges,-and~~ interest accruing thereon, ~~which-lien shall-also-secure-and~~ reasonable attorney's fees and costs incurred by the ASSOCIATION incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated, provided, however, that no lien for assessments shall become effective until recorded in the Public Records of Brevard County, Florida. The said lien shall be recorded among the Public Records of Brevard County, Florida by filing a claim therein which states the legal description of the MOBILE HOME UNIT, the name of the record owner, the amount claimed to be due, and the dates said amounts became due. Provided, however, that no such claim of lien shall continue to be valid for a period longer than one (1) 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, ~~penalties,-late-charges,-and~~ attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of final judgment of foreclosure. Such claims of lien shall be signed and verified by an officer of the ASSOCIATION,

or by a managing agent of the ASSOCIATION. Upon full payment, the party making payment shall be entitled to a recordable Satisfaction of Lien, to be prepared and recorded at the owner's expense. All such liens shall be subordinate to the lien of institutional first mortgages, and all such liens may be foreclosed by suit brought in the name of the ASSOCIATION in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the MOBILE HOME UNIT subject to the lien shall be required to pay a reasonable rental for the MOBILE HOME UNIT, and the ASSOCIATION shall be entitled to the appointment of a receiver to collect the same. The ASSOCIATION, at its option, may also sue to recover a money judgment for unpaid assessments without thereby waiving the lien securing the same. In the event a mortgagee of a first mortgage of record shall obtain title to the MOBILE HOME UNIT as a result of a foreclosure of such first mortgage, or in the event an institutional mortgagee as to a first mortgage of record shall obtain title to a MOBILE HOME UNIT as the result of a conveyance in lieu of foreclosure of such first mortgage, such acquirer of title, its successors and assigns shall not be liable for that share of the common expenses or assessments by the ASSOCIATION chargeable to the MOBILE HOME UNIT, or the owner thereof, which became due prior to the acquisition of title by such institutional mortgagee or purchaser at foreclosure sale.

- 5.3 Developer's Liability for Assessments. During the period for which the DEVELOPER has guaranteed that the assessments made against the owners of all MOBILE HOME UNITS ~~shall not exceed a stipulated amount, which period shall be stated in the contract for sale and purchase as provided in Section 5.1 of this Declaration~~ the DEVELOPER shall be excused from the payment of its share of the common expense in respect to those units owned by the DEVELOPER. However, the DEVELOPER shall be responsible to pay any amount of common expenses incurred during the guaranteed period in excess of that which shall be produced by the assessment at the guaranteed level receivable from other owners of MOBILE HOME UNITS.
- 5.4 Notification of Mortgage Holder. The ASSOCIATION shall notify, in writing, the holder of a first mortgage encumbering a MOBILE HOME UNIT of any default in the payment of any assessments against said MOBILE HOME UNIT where said default shall continue for a period of fifteen (15) days after the date upon which it was due and payable; provided, however, that notice of such default need be given only where the holder of a first mortgage has notified the ASSOCIATION, in writing, of the existence thereof, such notice to include the name and address of the mortgagee.
- 5.5 Working Capital Fund. The funds represented by the payment of the sum of One Hundred Fifty (\$150.00) Dollars paid by the purchaser of each MOBILE HOME UNIT at the time of conveyance of the MOBILE HOME UNIT by the DEVELOPER shall be a working capital fund of the ASSOCIATION and may not be utilized for start-up expenses or common expenses incurred prior to the expiration of the period during which the DEVELOPER has guaranteed that the percentage of common expenses attributable to MOBILE HOME UNIT OWNERS will not exceed a stated amount. After the expiration of that period, these funds may be used for any purpose for which the ASSOCIATION could levy an assessment pursuant to the provisions of this Declaration and the Exhibits hereto.

5.6 Recreation Area Purchase Fund

5.6.1 Each MOBILE HOME UNIT OWNER except "Joining Owners", as identified in Exhibit "C" to this Declaration and "Non-Joining Owners" as identified in Exhibit "E" to this Declaration, shall be and are hereby assessed the sum of Two Thousand Dollars and no/100 Cents (\$2,000.00) as a contribution to the ASSOCIATION. This Assessment shall accrue and become a lien on each MOBILE HOME UNIT at the time said MOBILE HOME UNIT is sold and conveyed by DEVELOPER and shall remain a lien against the individual MOBILE HOME UNIT until paid. The proceeds of said assessments shall be used by the ASSOCIATION to pay the assessment made by SNUG HARBOR MASTER ASSOCIATION, INC. against the ASSOCIATION for the purpose of providing the necessary funds to enable SNUG HARBOR MASTER ASSOCIATION, INC. to purchase the RECREATION AREA pursuant to the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE attached hereto as Exhibit "K" and "L" respectively.

5.6.2 The Assessment for the RECREATION AREA PURCHASE shall bear interest at the rate of ten per cent (10%) per annum on the unpaid balance thereof, shall be payable in two hundred sixteen (216) consecutive monthly installments of principal and interest. A MOBILE HOME UNIT OWNER may prepay this Assessment at any time in accordance with the provisions of the RECREATION AREA PURCHASE AGREEMENT and RECREATION AREA NOTE.

5.6.3 If a MOBILE HOME UNIT OWNER shall fail to pay the RECREATION AREA PURCHASE ASSESSMENT or any installment thereof, the SELLER under the RECREATION AREA PURCHASE AGREEMENT and/or the holder of the RECREATION AREA NOTE, in addition to any other remedies provided by law and the RECREATION AREA PURCHASE AGREEMENT and the RECREATION AREA NOTE shall have a lien against the MOBILE HOME UNIT of the defaulting owner for the remaining unpaid balance of the assessments and interest accruing thereon. In the event of such a default, the SELLER under the RECREATION AREA PURCHASE AGREEMENT and/or the holder of the RECREATION AREA NOTE shall have the right to accelerate the remaining balance due, with the then remaining principal balance together with accrued interest becoming immediately due and payable in full. Said lien shall also secure reasonable attorney's fees, at both the trial and appellate levels, together with all costs incurred incident to the collection of such assessment of or enforcement of such lien, whether or not legal proceedings are initiated. All such liens may be foreclosed in the same manner as a foreclosure of a mortgage on real property.

5.6.4 The foreclosure of said lien against a MOBILE HOME UNIT OWNER for his proportionate share of the RECREATION AREA PURCHASE ASSESSMENT shall not be considered or construed as a termination or cancellation of the RECREATION

AREA PURCHASE AGREEMENT or RECREATION AREA NOTE or operate as an extinguishment of any other lien rights or remedies provided by said RECREATION AREA PURCHASE AGREEMENT or RECREATION AREA NOTE or by law. The lien herein provided shall be subordinate to the lien of any institutional first mortgage encumbering a MOBILE HOME UNIT. Notwithstanding anything contained herein to the contrary, in the event an institutional first mortgagee of record or other purchaser of a MOBILE HOME UNIT obtains title thereto as a result of the foreclosure, of an institutional first mortgage or whether such institutional first mortgagee accepts a deed to such MOBILE HOME UNIT in lieu of foreclosure, such acquirer of title, its heirs, legal representatives, successors and assigns shall remain obligated for that portion of the assessment attributable to such MOBILE HOME UNIT as provided for herein remaining unpaid as of such date and interest thereon in accordance with the terms contained herein accruing subsequent to but not prior to the date such acquirer of title obtains title thereto to be paid in full in cash or in equal monthly payments of principal and interest as provided above; provided, however, that payments of such assessment attributable to or upon a MOBILE HOME UNIT shall be deferred and no interest shall accrue on such assessment for so long as such institutional first mortgagee shall continue to hold title to such unit and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee; provided, further, that such deferral of payment shall continue only for such time as the institutional first mortgagee shall remain the title holder of the unit and the same shall not be occupied by a tenant or lessee holding by, through or under the said institutional first mortgagee.

5.6.5

It is the intention of the SELLER under the RECREATION AREA PURCHASE AGREEMENT, the holder of the RECREATION AREA NOTE, the ASSOCIATION and the MOBILE HOME UNIT OWNERS that the provisions of Florida Statute 718.116(6) or any amendment, revision or addition thereto or any similar provision heretofore or hereafter adopted pertaining to the termination or extinguishment of the obligation of a MOBILE HOME UNIT OWNER for prior assessments in the event of foreclosure or conveyance in lieu of foreclosure of an institutional first mortgage shall not be applicable to the assessment provided for in this subparagraph, other than for interest thereon accruing prior to the date such mortgagee acquires title thereto, and, if so applicable, the ASSOCIATION shall and does hereby agree and each MOBILE HOME UNIT OWNER by acceptance of title to such MOBILE HOME UNIT in foreclosure or acceptance of such deed in lieu of foreclosure agrees that upon such conveyance to such acquirer of title, the ASSOCIATION shall thereupon reassess such MOBILE HOME UNIT for that portion of the assessment provided for herein attributable to



such MOBILE HOME UNIT remaining unpaid as of such date plus interest thereon accruing subsequent to such date of conveyance to be paid in full, in cash or in equal monthly payments of principal and interest as provided herein, and each such acquirer of title shall and does hereby consent to the imposition of such assessment.

5.6.6 In the event of prepayment in full of said assessment, the ASSOCIATION shall deliver to the MOBILE HOME UNIT OWNER making such prepayment a receipt therefore in recordable form, joined in by the holder of the RECREATION AREA NOTE, reflecting that no further assessments on account of the purchase price of the RECREATION AREA shall be made against the said unit.

5.6.7 The provisions of this Section 5.6 shall not be amended, modified or deleted from this Declaration of Condominium, so long as any amounts are due under the provisions of the RECREATION AREA PURCHASE AGREEMENT or the RECREATION AREA NOTE without the prior written consent of the SELLER under the RECREATION AREA PURCHASE AGREEMENT and the holder of the RECREATION AREA NOTE.

5.7 Assessment Installments. The assessment levied against the OWNER of each MOBILE HOME UNIT and the MOBILE HOME UNIT shall be payable in quarterly or monthly installments, or in such other installments and at such times as may be determined by the Board of Directors of ASSOCIATION. However, in no event shall such assessments be levied against the OWNERS of MOBILE HOME UNITS less frequently than quarterly.

D. Article 6.0, Paragraph 6.2 shall be amended to read as follows:

6.2 Coverage

6.2.1 All Buildings and improvements upon the COMMON PROPERTY shall be insured in an amount equal to the maximum insurable replacement value, excluding the foundation and excavation costs, as determined annually by the Board of Directors. All personal property included in the COMMON PROPERTY shall be insured for its full replacement value, as shall be determined annually by the board of Directors of the ASSOCIATION. Coverage shall afford protection against:

6.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage or other perils endorsement, subject to such deductible provision as the Board of Directors of the ASSOCIATION may approve; and

6.2.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the build-

ings of the land, including but not limited to vandalism, malicious mischief, windstorm and water damage.

- 6.2.2 Public liability and property damage insurance in such amounts and with such coverage as shall be required by the Board of Directors of the ASSOCIATION, including but not limited to hired automobile and non-owned automobile coverage, and with cross-liability endorsements to cover the liabilities of the MOBILE HOME UNIT OWNERS as a group to a MOBILE HOME UNIT OWNER.
- 6.2.3 Worker's Compensation Insurance to meet the requirements of law.
- 6.2.4 Such other insurance as the Board of Directors of the ASSOCIATION shall determine, from time to time, to be desirable.
- 6.2.5 All liability insurance maintained by ASSOCIATION shall contain liability endorsements to cover liability of all OWNERS of MOBILE HOME UNITS OWNERS jointly and severally. In any legal action in which the ASSOCIATION may be exposed to liability in excess of its insurance coverage protecting it and the owners of MOBILE HOME UNITS OWNERS, the ASSOCIATION shall give notice of the possible excess exposure within a reasonable time to all owners of MOBILE HOME UNITS who may be exposed to the liability, and each such owner shall have the right to intervene and defend any such legal action.

E. Article 7.0 shall be amended to read as follows:

7.0 LIMITATION ON USE OF MOBILE HOME UNITS: ESTABLISHMENT OF ARCHITECTURAL REVIEW COMMITTEE

7.1 Architectural Review Committee

- 7.1.1 The Architectural Review Committee (hereinafter referred to as the "ARC") shall consist of five (5) members. Each member of the ARC, except those appointed by the DEVELOPER, shall be a member of the ASSOCIATION or shall be an authorized representative, officer, or employee of a corporate member of the ASSOCIATION.
- 7.1.2 Election of members of the ARC shall be conducted in the following manner:
  - 7.1.2.1 DEVELOPER shall, at the beginning of the election of Members to the ARC, designate and select that number of Members of the ARC which it shall be entitled to designate and select in accordance with the provisions of this Declaration, and upon such designa-

tion and selection by DEVELOPER by written instrument presented to the meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Members of the ARC and shall thenceforth perform the offices and duties of such members until their successors shall have been selected or elected in accordance with the provisions of this Declaration.

- 7.1.2.2 DEVELOPER shall be entitled to designate each Member of the ARC until such time as the owners of MOBILE HOME UNITS in the CONDOMINIUM own ten (10%) percent or more of the total MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM. When the owners of MOBILE HOME UNITS own ten (10%) percent or more of the total MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM, the MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect not less than two-fifths (2/5) of the Members of the ARC. MOBILE HOME UNIT OWNERS other than DEVELOPER shall be entitled to elect a majority of the Members of the ARC three (3) years after sales by DEVELOPER have been closed on fifty (50%) percent of the MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM, or three (3) months after sales have been closed by the DEVELOPER on ninety (90%) percent of the MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM, or when all of the MOBILE HOME UNITS that ultimately will be included in the CONDOMINIUM have been completed and some of them have been sold and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business, whichever event occurs first. The ASSOCIATION, within sixty (60) days after the MOBILE HOME UNIT OWNERS other than DEVELOPER are entitled to elect either two-fifths (2/5) or a majority of the members of the ARC, shall call a Meeting of the members of the ASSOCIATION for the purpose of electing said Members of the ARC. Notice of said Meeting

of the members of the ASSOCIATION shall be given to each member in the manner prescribed in this Declaration, except that said notice shall be given not less than (60) days prior to said Meeting. The DEVELOPER shall be entitled to elect not less than one Member of the ARC so long as DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the MOBILE HOME UNITS that will be included in the CONDOMINIUM.

7.1.2.3 All Members of the ARC whom DEVELOPER shall not be entitled to designate and select under the terms and provisions of this Declaration shall be elected by a plurality of the votes cast at the Annual Meeting of the members of the ASSOCIATION immediately following the designation and election of the members of the ARC by DEVELOPER.

7.1.2.4 Vacancies in the ARC may be filled until the date of the next Annual Meeting by the remaining Members, except that, should any vacancy in the ARC be created in any membership previously filled by a person designated and selected by DEVELOPER, such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument, the successor Member to fill the vacated directorship for the unexpired term thereof.

7.1.2.5 At the first Annual Meeting of the members held after the owners of MOBILE HOME UNITS other than DEVELOPER shall be entitled to elect all of the Members of the ARC, the members shall elect two Members for a term of three (3) years, two Members for a term of two (2) years, and one Member for a term of one (1) year. At each Annual Meeting thereafter, the members shall elect as many Members of the ARC as there are regular terms of Members expiring at that time, and the term of office of the Members of the ARC so elected at the Annual Meeting of members of the ASSOCIATION each year shall be for three (3) years or until their successors are duly elected and qualified, or until removed

from office in accordance with this Declaration. Until such time as the owners of MOBILE HOME UNITS other than DEVELOPER shall be entitled to elect all of the Members of the ARC, the term of office for Members shall be one (1) year or until their successors are elected and qualified.

7.1.2.6 In the election of Members to the ARC, there shall be appurtenant to each MOBILE HOME UNIT as many votes for Members as there are Members to be selected, provided, however, that no member of the ASSOCIATION or owner of any MOBILE HOME UNIT may cast more than one (1) vote for any person nominated as a Member of the ARC, it being the intent hereof that voting for Members of the ARC shall be non-cumulative.

7.1.2.7 In the event that DEVELOPER, in accordance with the privilege granted unto it, selects any person or persons to serve on the ARC, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said ARC. Replacements of any person or persons designated by DEVELOPER to serve on the ARC shall be made by written instrument delivered to the Secretary of the ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the person so removed from said ARC. The removal of any Member of the ARC by the designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to the Secretary of the ASSOCIATION. Whenever Developer's right to designate and select a member or Members of the ARC expires, the DEVELOPER forthwith shall cause its Member or Members then serving to resign.

#### 7.1.3 Meetings of the ARC

7.1.3.1 Regular Meetings of the ARC may be held at such time and place as shall be determined from time to time by a majority of the Members. Notice of

regular meetings shall be given to each Member personally or by mail, telephone or telegram, at least three (3) days prior to the date named for such meeting, unless notice is waived. Notice of all regular meetings of the Members of the ARC shall be posted in a conspicuous place on the CONDOMINIUM property at least forty-eight (48) hours in advance for the attention of all owners of MOBILE HOME UNITS.

7.1.3.2 Special Meetings of the ARC may be called by any Member of the ARC. Not less than three (3) days' notice of a meeting shall be given to a Member, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice of such special meetings of the ARC shall be posted in a conspicuous place on the CONDOMINIUM property at least forty-eight (48) hours in advance of the meeting for the attention of all owners of MOBILE HOME UNITS.

7.1.3.3 All meetings of the ARC shall be open to all owners of MOBILE HOME UNITS.

7.1.3.4 A quorum at an ARC meeting shall consist of the Members entitled to cast a majority of the votes of the entire Committee. The acts of the ARC approved by a majority of the Members present at a meeting at which a quorum is present shall constitute the acts of the ARC. If any ARC meeting cannot be organized because a quorum has not attended, the Members who are present may adjourn the meeting from time to time until a proper quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

7.1.3.5 The Presiding Officer at ARC meetings shall be the Chairman of the Committee, who shall be elected by the Members. In the absence of the Presiding Officer, the Members present shall designate one of their number to preside.

7.1.4 No Member of the ARC shall be entitled to any compensation for services performed as a Member of the ARC.

7.1.5 Subject to the provisions granting to the DEVELOPER the right to appoint and remove Members of the ARC, any Member or Members of the ARC may be recalled and removed from office with or without cause by the vote of the owners of a majority of all voting interests. A special meeting of the members of the ASSOCIATION may be called by the owners of ten (10%) percent of all voting interests, giving notice of the meeting as required for a meeting of MOBILE HOME UNIT OWNERS, and the notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately, and the recalled Member or Members of the ARC shall turn over to the ARC any and all records of the ARC in their possession within seventy-two (72) hours after the meeting.

7.1.6 Powers and Duties of the ARC

7.1.6.1 No mobile home or other improvement or structure of any kind, including, without limitation, any building, wall, fence, swimming pool, cabana, carport, or screen enclosure, shall be erected, placed or maintained on any MOBILE HOME UNIT; no landscaping or planting shall be commenced or maintained upon any MOBILE HOME UNIT; and no addition, alteration, modification or change to any of the above shall be made without the prior written approval of the ARC.

7.1.6.2 Two (2) complete site plans shall be submitted to the ARC for its review, and no mobile or modular home, accessory, add-on, or other improvement, including landscaping, shall be commenced without prior approval of the ARC. Such site plans shall include the following:

7.1.6.2.1 The location, shape and dimensions of the mobile, modular, or manufactured home, accessory, add-on, or other improvement, and their distances from all MOBILE HOME UNIT boundaries.

7.1.6.3.2 Grading Drainage plan for MOBILE HOME UNITS, including the intended method to be utilized in disposing of water run-off, which method must be consistent with the overall drainage plan for the CONDOMINIUM.

7.1.6.2.3 The final floor elevation of each mobile, modular or manufactured home to be placed upon the MOBILE HOME UNIT which final floor elevation shall be no less than thirty-three (33) inches nor more than forty-five (45) inches above the crown of the road abutting said MOBILE HOME UNIT and further, the final grade elevation adjacent to the installed mobile, modular, or manufactured home which shall also be the driveway surface in the carport area shall be no less than twelve (12) inches, nor more than twenty-four (24) inches above the crown of the road abutting such MOBILE HOME UNIT. Notwithstanding anything herein contained to the contrary, clearance under the iron frame of a mobile, modular, or manufactured home, between the iron frame and the undisturbed soil shall be no less than sixteen (16) inches or more than twenty-four (24) inches.

7.1.6.2.34 The location of all trees that are more than three inches (3") in diameter.

7.1.6.2.45 The location of all drives and sidewalks.



7.1.6.2.56 The location of all walls, fences, hedge rows or other screening.

7.1.6.2.67 The location, size, and description of all plants, shrubs, trees and other landscaping. The amount of landscaping shall meet all minimum county requirements as to number and type of plants to be used.

7.1.6.2.78 The ARC may also require the submission of additional information and materials as may be reasonably necessary for the ARC to evaluate the proposed mobile, modular or manufactured home, landscaping or alteration. The Board shall have the right to refuse to approve any proposed mobile, modular or manufactured home, accessory, add-on, landscaping, or alterations which in its sole discretion are not suitable or desirable

7.1.6.3 Any and all approvals or disapprovals of the ARC shall be in writing and shall be delivered to the Board of Directors of ASSOCIATION and the respective MOBILE HOME UNIT OWNER. In the event the ARC fails to approve or to disapprove in writing any proposed mobile, modular or manufactured home, accessory, add-on, landscaping, or alterations within ~~thirty-(30)~~ seven (7) days after submission to the ARC of all required information and materials related thereto, then said mobile modular or manufactured home accessory, add-on, landscaping, or alteration shall be deemed to have been approved by the ARC. Further, if the landscaping or the construction of any improvement or structure is completed and the ARC does not indicate disapproval thereof for a period of sixty (60) days after the completion of

such construction or landscaping, then such construction or landscaping shall be deemed to have been approved by the ARC.

- 7.1.6.4. The ARC shall promulgate such further rules and regulations as it deems necessary for the processing of applications to the ARC. The foregoing rules and regulations shall be subject to approval by the Board of Directors of ASSOCIATION. Without limiting the foregoing, no improvement or structures shall be constructed and no landscaping or planting shall be undertaken which is in violation of any covenant or restriction set forth in this Declaration.

## 7.2 ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

- 7.2.1 Residential Mobile and Modular Homes. No building or structure shall be erected, placed or permitted to remain on any MOBILE HOME UNIT except one single-family mobile, modular or manufactured home. Notwithstanding the foregoing, cabanas, carports, and other structures accessory to the use of the family occupying the mobile, modular or manufactured home may be erected on the MOBILE HOME UNIT upon approval by the ARC. All such mobile, modular or manufactured homes shall meet the following requirements.

- 7.2.1.1 Be of a width of not less than 12 23 feet, except that in Section G where the width shall not be less than 12 feet.
- 7.2.1.2 Be of a length of not less than 36 32 feet.
- 7.2.1.3 Be inspected and approved as to age, appearance, condition and structural standards by the ARC. Provided, however, that the ARC shall not approve any mobile, modular or manufactured home which was manufactured more than three years prior to the date application is made to the ARC for approval of installation.
- 7.2.1.4 Be installed on the MOBILE HOME UNIT by a lawfully licensed installation agency, and in the manner designated by the ARC. "Installation" as used in this subparagraph shall include but not be limited to leveling, blocking, tying down, removal or masking of hitch, skirting and installation of approved set of steps.
- 7.2.1.5 Have horizontal siding, stucco skirting and concrete steps.

- 7.2.1.6 Have a shingled roof unless a roof of a different type is expressly approved by the ARC.
- 7.2.1.7 Contain a minimum of five hundred (500) square feet of living area.
- 7.2.2 Building Lines. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet from the front unit line. On any MOBILE HOME UNIT having a curved front unit line, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet to any point on said curved unit line. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than seven and one-half (7 1/2) feet to any side unit line. On all MOBILE HOME UNITS abutting the boundary of the CONDOMINIUM property, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than fifteen (15) feet to the rear unit line. On all interior MOBILE HOME UNITS, no mobile, modular or manufactured home or other structures or improvement shall be located nearer than seven and one-half (7 1/2) feet to the rear unit line.
- 7.2.3 Driveways. All MOBILE HOME UNITS shall have a paved driveway of ~~stable and permanent concrete~~ construction of at least ten ~~eleven~~ (10 ~~11~~) feet in width. ~~All driveways shall be constructed with concrete or asphalt unless otherwise specifically approved by the ARC.~~
- 7.2.4 Landscaping. A landscaping plan for each MOBILE HOME UNIT shall be submitted to and approved by the ARC. In reviewing landscaping plans, the ARC shall ~~encourage owners to submit plans which are consistent and harmonious with landscaping in the neighborhood~~ make certain that all plans are in compliance with this Declaration of Condominium and all exhibits thereto as well as all rules and regulations adopted by the ASSOCIATION. No artificial vegetation shall be permitted to remain on a MOBILE HOME UNIT which may damage or interfere with the elevation or slope of the surface of the MOBILE HOME UNIT, create erosion or sliding problems, or change the subdivision drainage system of the Condominium. Sod shall be required in the front and side yards of a MOBILE HOME UNIT. Seeding or sprigging will be permitted in the rear yard of a MOBILE HOME UNIT.
- 7.2.5 Trees. No tree greater than three (3) inches in diameter and greater than five (5) feet in height above the natural grade of the MOBILE HOME UNIT shall be cut or removed without the specific prior approval of the ARC. The ARC may require that any such trees removed from a MOBILE HOME UNIT be transplanted to a Common Area at the expense of the respective MOBILE HOME UNIT OWNER. Provided, however, that all trees located in the area to be occupied by the house pad, driveway, utility room or utility easement area may be removed

regardless of size of said tree and the ARC shall not require that said trees be transplanted.

- 7.2.6 Non-Interference with Easements. No structure, planting, or other material shall be placed or permitted to remain on a MOBILE HOME UNIT which may damage or interfere with the installation and maintenance of utilities or drainage facilities located within the CONDOMINIUM.
- 7.2.7 Individual Sewage Disposal System. No individual sewage disposal system shall be permitted on any MOBILE HOME UNIT.
- 7.2.8 Air Conditioning Units. No window or wall air conditioning units shall be permitted in any mobile home or other structure located on a MOBILE HOME UNIT. Compressors and fans for central air conditioning systems which are located outside of the exterior of a mobile or modular home shall be adequately walled, fenced-or landscaped.
- 7.2.9 Antennae and Aerials. No antennae, or aerials, satellite dishes or other devices or structures for the transmission and/or reception of radio or television signals shall be placed upon any MOBILE HOME UNIT or affixed to the exterior of any mobile, modular or manufactured home, and no antennae, or aerial, satellite dish or other device or structure for the transmission and/or reception of radio or television signals placed or affixed within a mobile, modular or manufactured home shall extend or protrude beyond the exteriors of such unit, ~~without the prior approval of the ARC.~~
- 7.2.10 Clothes Drying Area. No clotheslines or other facilities or apparatus for the drying of clothes outside of a mobile, modular or manufactured home or utility building shall be constructed on a MOBILE HOME UNIT, except that a collapsible or retractable umbrella clothes drying facility may be erected.
- 7.2.11 Litter, Trash, Garbage. No articles of personal property shall be hung or shaken from the doors or windows of any mobile home. No owner shall sweep or throw onto a MOBILE HOME UNIT from his mobile home any dirt or any other materials or otherwise litter in any way his MOBILE HOME UNIT. No garbage, trash, refuse, or rubbish shall be deposited, dumped, or kept on any MOBILE HOME UNIT, except in closed sanitary containers. Such containers shall be kept in sanitary condition in an enclosed area attached to the mobile home and constructed in a manner approved by the ARC. Such containers shall be placed on the MOBILE HOME UNIT for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the land.
- 7.2.12 Drainage. No change in elevation of any MOBILE HOME UNIT shall be made which will cause undue hardship to adjoining property with re-

spect to natural runoff of rainwater. Any change in elevation of a MOBILE HOME UNIT shall be approved by the ARC.

7.2.13 Signs.

- 7.2.13.1 The size and design of all signs located on a MOBILE HOME UNIT shall be subject to the approval of the ARC. No sign of any kind shall be displayed to general view on any MOBILE HOME UNIT except under the following circumstances:
- 7-2-13-1-1 7.2.13.2 Directional or traffic signs installed by the appropriate governmental authority or by DEVELOPER;
- 7-2-13-1-2 7.2.13.3 DEVELOPER may display signs on MOBILE HOME UNITS;
- 7-2-13-1-3 7.2.13.4 A maximum of one "For Sale" or "For Rent" sign not larger than one (1)-square-foot two (2) feet square may be placed on a MOBILE HOME UNIT by the owner thereof;
- 7-2-13-1-4 7.2.13.5 A name and address of a size and design approved by the ARC.
- 7-2-13-1-5 7.2.13.6 The provisions of this section shall not apply to the DEVELOPER, who shall have the right to place "For Sale" and "For Rent" signs of DEVELOPER's choosing in connection with any unsold or unoccupied MOBILE HOME UNIT it may own from time to time. The same right is reserved to any institutional first mortgagee which may become the owner of a MOBILE HOME UNIT, and to the ASSOCIATION as to any MOBILE HOME UNIT which it may own.

7.2.14 Fences and Walls. No fences or walls shall be constructed or installed upon any MOBILE HOME UNIT.

7.2.15 Swimming Pools. No swimming pool, either in-ground or above-ground, shall be located, installed, or constructed on any MOBILE HOME UNIT, except MOBILE HOME UNITS located in Section "W" of the Condominium. All swimming pools constructed in Section W of the Condominium shall be in-ground, shall be screened and shall be installed in accordance with all county requirements.

7.2.16 Wells. No well shall be drilled or installed on any MOBILE HOME UNIT without the prior written consent of Connecticut General Development Utilities, Inc. being first obtained. This provision is for the sole benefit of Connecticut General Development Utilities, Inc., its successors and assigns, the sole supplier of potable water to all MOBILE HOME UNITS in the Condominium and may not be modified or deleted from this Declaration of Condominium without the prior written consent of

Connecticut General Utilities Development, Inc. being first had and obtained.

7-2-i4

7.2.17

Limited Exception for Non-Conforming Uses.  
The Provisions contained in these Covenants, Conditions and Restrictions regarding the size, location and age of any mobile, modular or manufactured home, together with provisions for driveways, shall not be applicable to any existing mobile, modular or manufactured home located on a MOBILE HOME UNIT at the time the Declaration of Condominium and the exhibits thereto are recorded in the public records of Brevard County, Florida. Any mobile, modular or manufactured home located on a MOBILE HOME UNIT at the time this Declaration of Condominium is recorded and which is a non-conforming use may be altered, expanded or replaced provided that such alteration or expansion does not increase the degree of such non-conformity and provided further that such alteration or expansion does not violate the then existing zoning ordinances of Brevard County, Florida, or any municipality having jurisdiction.

### 7.3 Mobile Home Units

7.3.1 Each MOBILE HOME UNIT is hereby restricted for use by the owner or owners thereof, their immediate families, guests, servants, lessees and invitees.

7.3.2 No building or structure shall be erected, placed or permitted to remain on a MOBILE HOME UNIT except one single family mobile, modular or manufactured home. Notwithstanding the foregoing, cabanas, carports and other structures necessary to the use of the family occupying the MOBILE HOME may be erected on the MOBILE HOME UNIT upon the approval of the ARC.

7.3.3 The occupancy of each MOBILE HOME originally designed to have one bedroom is hereby restricted to two (2) occupants. The occupancy of each MOBILE HOME originally designed to two bedrooms is hereby restricted to four (4) occupants. ~~It is the intention of this provision that the occupancy of each MOBILE HOME located on a MOBILE HOME UNIT shall be restricted to two (2) persons for each bedroom for which the mobile home was originally designed.~~ Regardless of the number of bedrooms within a mobile, modular or manufactured home located on a MOBILE HOME UNIT, the occupancy of said home shall be restricted to a maximum of four (4) persons, exclusive of guests, which are otherwise provided for in these documents.

7.3.4 In order that the ASSOCIATION may properly monitor the occupancy of all MOBILE HOME UNITS, any MOBILE HOME UNIT OWNER who has a guest or guests residing on said owner's MOBILE HOME UNIT for a period in excess of three (3) days shall register said guest or guests with the ASSOCIATION at the ASSOCIATION's office located in the CONDOMINIUM. Such registration shall consist of providing

the ASSOCIATION the names, addresses and length of stay of each guest.

7.4 Children:--No MOBILE-HOME-UNIT-Owner shall permit any person under the age of eighteen (18) years to reside permanently in any mobile, modular or manufactured home located on a MOBILE-HOME-UNIT owned by them in the Condominium:--Should it become necessary, for any reason whatsoever, for a person under the age of eighteen (18) years of age to become a permanent resident in the household of any MOBILE-HOME-UNIT-Owner, said MOBILE-HOME-UNIT-Owner shall vacate the MOBILE-HOME-UNIT owned by them within six (6) months of the date upon which the person under eighteen (18) years assumes residency with the MOBILE-HOME-UNIT-Owner:--Children under the age of eighteen (18) years may visit and temporarily reside in a mobile, modular or manufactured home located on a MOBILE-HOME-UNIT, provided such residency does not exceed thirty (30) days within any consecutive twelve month period. Age Restriction. At least one (1) permanent resident of each MOBILE HOME UNIT shall be over the age of forty-five (45) years; provided, however, that if the death or dissolution of marriage of a person permanently residing in a MOBILE HOME UNIT leaves only a person or persons under the age of forty-five (45) years as continuing permanent residents of the same MOBILE HOME UNIT, such surviving or divorced persons may continue to occupy the said MOBILE HOME UNIT. Notwithstanding any other provision of this section, no MOBILE HOME UNIT Owner shall permit any person under the age of eighteen (18) years to reside permanently in any mobile, modular, or manufactured home located on a MOBILE HOME UNIT owned by them in the subdivision. Should it become necessary, for any reason whatsoever, for a person under the age of eighteen (18) years to become a permanent resident in the household of a MOBILE HOME UNIT Owner, or said Owner's tenant, guest, invitee or licensee, said MOBILE HOME UNIT Owner shall vacate the MOBILE HOME UNIT owned by him/her or shall cause his/her tenant, guest, invitee, or licensee to vacate said lot or any mobile, modular or manufactured home located thereon within six (6) months of the date upon which the person eighteen (18) years assumes residence on any MOBILE HOME UNIT. Children under the age of eighteen (18) years may visit and temporarily reside in a mobile, modular or manufactured home located on a MOBILE HOME UNIT, provided that such residency does not exceed thirty (30) days within any consecutive twelve (12) month period.

#### 7.5 Pets

No pets shall be maintained or kept on any of the MOBILE-HOME-UNITS other than gold fish, tropical fish and the like, and such birds as canaries, parakeets and the like, provided that they are not kept, breed or maintained for a commercial use:--Provided, however, that JOINING-OWNER shall have the right to keep any pets which they currently have until said pet dies or is otherwise disposed of:--Said pet may be replaced with a pet which complies with the provisions of this paragraph:

7.5.1 No pets shall be maintained or kept on any of the MOBILE HOME UNITS other than the following:

7.5.1.1 Goldfish, tropical fish, and the like:

- 7.5.1.2 Birds such as canaries, parakeets and the like:
- 7.5.1.3 Not more than one (1) cat:
- 7.5.1.4 Not more than one (1) dog, other than a "seeing eye" or "guide" dog for the visually impaired: provided, however, that no dog other than a "seeing eye" or "guide" dog for the visually impaired, shall exceed twenty (20) pounds in weight.
- 7.5.1.5 No animal of any kind whatsoever shall be kept, bred or maintained for a commercial purpose.
- 7.5.2 The owner of any pet in the Condominium shall be required to comply with the following:
  - 7.5.2.1 No pet shall be permitted to run at large or left unattended (whether leashed or not) outside of the mobile, modular or manufactured home occupied by the owner of such pet:
  - 7.5.2.2 All pets shall be exercised while outside of the owner's mobile, modular or manufactured home only while on a leash.
  - 7.5.2.3 Any excrement deposited by any pet outside of the mobile, modular or manufactured home occupied by the owner of the pet shall be immediately picked up and disposed of by the pet owner.
  - 7.5.2.4 Any pet owner violating the provisions of this Section shall be given written notice of such violation by the Board of Directors of the ASSOCIATION. If any pet owner receives three (3) notices of violation from the ASSOCIATION within a six (6) month period, such owner shall be required to dispose of such pet or permanently remove such pet from the boundaries of the Condominium property within fifteen (15) days next after receipt of such third notice. The ASSOCIATION and any MOBILE HOME UNIT OWNER shall have the express right to enforce the provisions of this Section regarding disposal of pets by bringing an appropriate action for injunctive relief in a court of competent jurisdiction in Brevard County, Florida.
- 7.5.3 Notwithstanding any other provision of this Section, any JOINING OWNER shall have the right to keep and maintain any pet which exists as of the date of recording of this Declaration of Condominium until such pet dies or is otherwise disposed of. Any such non-conforming pet may be replaced with a pet



which complies with the provisions of this Section.

- 7.6 Common Property. The use of COMMON PROPERTY by the owner or owners of all MOBILE HOME UNITS, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the ASSOCIATION.
- 7.7 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents. All parts of the MOBILE HOME UNITS 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 MOBILE HOME UNIT OWNER shall permit any use of his MOBILE HOME UNIT or make any use of the COMMON PROPERTY that will increase the cost of insurance upon the CONDOMINIUM property.
- 7.8 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any MOBILE HOME UNIT or of the COMMON PROPERTY, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed; provided, however, that any requirement for conformance to the Brevard County Zoning Ordinances shall not apply to any existing MOBILE HOME UNIT of a JOINING OWNER if non-conformance with the said zoning ordinance results from the action of the DEVELOPER or was permitted by Brevard County, Florida, through the issuance of a building permit and/or a certificate of occupancy prior to the recording of this Declaration of Condominium. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the CONDOMINIUM property shall be the same as the responsibility for the maintenance and repair of the property concerned.
- 7.9 Leasing Mobile Home Units. No lease, rental agreement or other agreement for occupancy of a MOBILE HOME UNIT by a person other than the OWNER shall have a term of less than ninety (90) days. No rooms may be rented and no transient tenants shall be accommodated in any MOBILE HOME UNIT or any mobile, modular or manufactured home located thereon, nor shall any lease of a MOBILE HOME UNIT release or discharge the owner thereof of compliance with any of his obligations and duties as a MOBILE HOME UNIT OWNER. All of the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws, and rules and regulations of the ASSOCIATION pertaining to use and occupancy shall be applicable and enforceable against any person occupying a MOBILE HOME UNIT as a tenant to the same extent as against a MOBILE HOME UNIT OWNER, and a covenant upon the part of each such tenant to abide by the rules and regulations of the ASSOCIATION, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation, and Bylaws and designating the ASSOCIATION as the MOBILE HOME UNIT OWNER's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether specifically expressed in such agreement or not. All leases or rental agreements entered into by the DEVELOPER for the rental

of any MOBILE HOME UNIT owned by the DEVELOPER shall comply with the provisions of this Section.

7.10 Parking Spaces. No truck or other commercial vehicle, boats, trailers, boat trailers, campers or trailers of every other description shall be parked on any parking space or on any MOBILE HOME UNIT except with the written consent of the Board-of-Directors-of-ASSOCIATION ARC. This prohibition of on parking shall not apply to temporary parking of trucks, and commercial vehicles, such as for pickup, delivery, and other commercial services for the ASSOCIATION, MOBILE HOME UNIT OWNERS and residents. MOBILE HOME UNIT OWNERS shall be permitted to park boat trailers, campers and recreational vehicles on a MOBILE HOME UNIT for up to twelve (12) hours for purposes of loading, unloading and cleaning the same. This provision shall not in any way prevent a MOBILE HOME UNIT OWNER from parking one of the designated vehicles in a total enclosed garage which is located on a MOBILE HOME UNIT.

7.12 Maintenance of Vegetation. No MOBILE HOME UNIT OWNER shall permit the growth of noxious weeds or vegetation upon a MOBILE HOME UNIT. All MOBILE HOME UNITS shall be maintained in a green and sightly manner, and all grass, weeds, or other vegetation shall not be permitted to exceed six (6) inches in height, except for trees and decorative shrubs.

7.13 Amendment. Notwithstanding the other provisions of Declaration of Condominium regarding amendments hereto, the provisions of this Article 7.0 shall not be amended without the consent of a majority of the owners of MOBILE HOME UNITS other than the DEVELOPER.

7-11 7.14 Regulation. Reasonable regulations concerning the use of Condominium property may be made and amended from time to time by the ASSOCIATION in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the ASSOCIATION to all MOBILE HOME UNIT OWNERS and residents of the Condominium upon request.

7-12 7.15 Proviso. Provided, however, that until the DEVELOPER has completed all of the contemplated improvements and closed upon the sale of all the MOBILE HOME UNITS in the CONDOMINIUM, neither the MOBILE HOME UNIT OWNERS nor the ASSOCIATION, nor the use of CONDOMINIUM property shall interfere with the contemplated improvements and the sale of the MOBILE HOME UNITS. DEVELOPER may make such use of the unsold MOBILE HOME UNITS and COMMON PROPERTY as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, maintenance of models, showing of the property and the display of signs.

F. Article 9, paragraph 9.4 shall be amended to read as follows:

9.4 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a MOBILE HOME UNIT OWNER or the ASSOCIATION to comply with the terms of the Declaration, Articles of Incorporation of the ASSOCIATION, the Bylaws of the ASSOCIATION, any and all exhibits to those documents or the Rules and Regulations adopted by the ASSOCIATION pursuant to them, as they all as may be amended from time to time, the prevailing party successful moving party seeking to enforce such published requirement shall be entitled to recover the costs of the proceeding, together with such reasonable

attorney's fees as may be awarded by the Court, including fees in any appellate proceeding, provided, however, that no attorney's fees shall be recovered against the ASSOCIATION in any such action.

- G. Article 10.0, paragraph 10.1, subparagraph 10.1.2 shall be amended to read as follows:

10.1.2 At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members comprising not less than seventy-five-{75%}-percent a majority of the membership in the ASSOCIATION..

- H. Article 14.0, paragraph 14.1 shall be amended to read as follows:

14.1 Right to Purchase and Sell Mobile Home Units. DEVELOPER shall have the absolute right to purchase, sell or lease any MOBILE HOME UNIT from or to any person, firm or corporation, upon any terms and conditions deemed by DEVELOPER to be in its own best interests, and any such purchase, sale or lease shall be free from the right of first refusal and right of redemption elsewhere herein granted to ASSOCIATION, and further, the sale or lease of any MOBILE HOME UNIT to a party approved by DEVELOPER shall be free of said right of first refusal and right of redemption granted to ASSOCIATION and shall be treated and regarded in the same manner as though such sale, purchase and/or lease were made to or by DEVELOPER, the term "lease" including sublease. Nothing in this Section shall relieve the DEVELOPER of complying with the provisions of Section 7.9 of this Declaration of Condominium.

IN WITNESS WHEREOF, the DEVELOPER, SNUG HARBOR LAKES DEVELOPMENT, INC., has caused these presents to be signed and sealed this 16<sup>th</sup> day of January, 1989.

Attest:  
Corporate Seal

Victoria Dorado  
Victoria Dorado  
Assistant Secretary

SNUG HARBOR LAKES  
DEVELOPMENT, INC.

By: Paul L. Gould  
Paul L. Gould  
President

STATE OF CALIFORNIA

COUNTY OF Monterey



On this 16<sup>th</sup> day of January, in the year 1989,  
ss. Seth Brickner, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared Paul L. Gould - only,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be  
the person .... whose name is Paul L. Gould,  
subscribed to this instrument, and acknowledged that .... he .... executed it.  
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal  
in the Monterey County of California on the date set forth above  
in this certificate.

This document is only a general form which may be proper for use in simple transactions and on no way SOS, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Paul L. Gould  
Notary Public, State of California  
My commission expires October 16, 1992

Cowdery's Form No. 32 — Acknowledgement to Notary Public — Individuals — (C.C. Sec. 1189) — (Rev. 1/83)

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared VICTORIA DORADO, Assistant Secretary of SNUG HARBOR LAKES DEVELOPMENT, INC., to me well known to be the person described in and who executed the foregoing instrument, and they acknowledge before me that they executed the same.

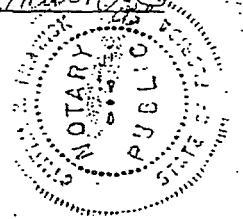
WITNESS my hand and official seal in the county and state last aforesaid, on February 3, 1989.

*Cynthia R. Tawney*  
Notary Public

My Commission Expires:

(Seal)

NOTARY PUBLIC, STATE OF FLORIDA.  
MY COMMISSION EXPIRES: NOV. 8, 1992.  
WITNESS THRU NOTARY PUBLIC UNDERWRITER.



AMENDED EXHIBIT I  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
SNUG HARBOR LAKES

AMENDMENT TO ARTICLES OF INCORPORATION

OF

SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not for Profit)

We, \_\_\_\_\_ and \_\_\_\_\_, President and Secretary, respectively, of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, do hereby certify that at a special meeting of the Board of Directors of the Association held on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, the Board of Directors, by a unanimous vote, did approve and recommend to the members of the Association certain amendments to the Articles of Incorporation of Association and at a specially called meeting of the members of the Association held on the \_\_\_\_\_ day of \_\_\_\_\_, 1988, by an affirmative vote of one hundred per cent (100%) of the total votes in the Association, the members did approve the following amendments to the Articles of Incorporation of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC.

Article 4.0 of the Articles of Incorporation is hereby amended to read as follows:

4.0 MEMBERSHIP AND VOTING RIGHTS

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

4.1.1 The owners of MOBILE HOME UNITS in the CONDOMINIUM shall be members of the ASSOCIATION, and no other persons or entities shall be entitled to membership, except as provided in Paragraph 4.1.5 of Article 4.0 of these Articles.

4.1.2 Membership shall be established by the acquisition of fee title to a MOBILE HOME UNIT in the CONDOMINIUM or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon said party's being divested of all such interest in any MOBILE HOME UNIT, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more MOBILE HOME UNITS, so long as such party shall retain title to or a fee ownership interest in any MOBILE HOME UNIT.

4.1.3 The interest of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to said member's MOBILE HOME UNIT. The funds and assets of the ASSOCIATION subject to the limitation that some be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and the Bylaws which may be hereafter adopted.

4.1.4 On all matters on which the membership shall be entitled to vote, ~~there shall be a total of one hundred votes to be cast. Said votes shall be apportioned and cast in accordance with the~~

percentage--of--ownership--of--COMMON--PROPERTY  
apportioned--to--each--MOBILE--HOME--UNIT,--which  
percentage-of-ownership-is-delineated-in-Exhibit  
"H"--to--the--Declaration-of-Condominium. there  
shall be one vote for each MOBILE HOME UNIT in the  
Condominium which vote may be exercised and cast  
by the owner or owners of each MOBILE HOME UNIT or  
their properly designated proxy in such manner as  
may be provided in the Bylaws hereafter adopted by  
the ASSOCIATION. Should any member own more than  
one (1) MOBILE HOME UNIT, such member shall be  
entitled to exercise or cast as many votes as may  
be allocated to the MOBILE HOME UNITS owned by  
owns MOBILE HOME UNITS, in the manner provided by  
said Bylaws in the Bylaws. —

- 4.1.5 Until such time as the CONDOMINIUM is submitted to CONDOMINIUM ownership by the recordation of a Declaration of Condominium, the membership of the Corporation shall be comprised of incorporators of the Corporation, each of which shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

Article 12.0 of the Articles of Incorporation is hereby amended to read as follows:

#### 12.0 AMENDMENTS

- 12.1 An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the corporation acting upon a vote of the majority of the Directors, or by the members of the Corporation owning a majority of the MOBILE HOME UNITS in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting, in accordance with the provisions of the Bylaws of the ASSOCIATION. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the members entitled to vote not less than seventy-five--(75%) a majority of the total votes in the ASSOCIATION in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments to these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary or State of the State of Florida, and upon the registration of such Amendment or Amendments with the said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date of which the same are so registered.
- 12.2 If all of the Directors and all of the members eligible to vote shall execute an instrument amending these Articles of Incorporation, the same shall constitute, when duly registered in the Office of the Secretary of State, a valid amendment to these Articles of Incorporation, and it shall

not be necessary for the meeting otherwise prescribed above to be held.

12.3 Notwithstanding anything contained herein to the contrary, the members may amend these Articles of Incorporation, without any act of the Directors, at a meeting for which notice of the changes to be made is given.

12.4 Notwithstanding the foregoing provisions of this Article, no Amendment to these Articles of Incorporation which shall abridge, amend or alter the right of DEVELOPER to designate and select members of each Board of Directors of the Corporation, as provided in Article 7.0 hereof, may be adopted or become effective without the prior written consent of DEVELOPER.

IN WITNESS WHEREOF, SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 1988

Attest:  
Corporate Seal

SNUG HARBOR MASTER  
ASSOCIATION, INC.

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known to be the President and Secretary, respectively, of SNUG HARBOR MASTER ASSOCIATION, INC., described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid, on \_\_\_\_\_, 1988.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(SEAL)



AMENDED EXHIBIT K  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
SNUG HARBOR LAKES

RECREATION AREA PURCHASE AGREEMENT

This Recreation Area Purchase Agreement, hereinafter referred to as "Purchase Agreement", entered into by and between SNUG HARBOR LAKES DEVELOPMENT, INC., hereinafter called the "Seller", and SNUG HARBOR MASTER ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "Buyer".

W I T N E S S E T H:

1. Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, real property and improvements thereon more particularly described in Exhibit "A" attached hereto and made a part hereof, said lands lying and being in Brevard County, Florida, all pursuant to the terms and provisions hereof.
2. The agreed upon purchase price for the property is \$742,000.00. Seller recognizes and acknowledges that Buyer is a master association whose members are Snug Harbor Lakes Condominium Association, Inc. and Snug Harbor Village Homeowners' Association, Inc. Seller also recognizes and acknowledges that the recreational areas and facilities being purchased by the Buyer are for the use and benefit of the individual members of its member associations and that the Buyer will derive the monies necessary and required for the payment of the purchase price by assessing its individual member associations and the members of such associations, and that it is, therefore, essential that the purchase price be capable of division amongst the Buyer's member associations and their individual members, and that payment thereof be on such terms and provisions as shall take into account the nature of the association and the division of the purchase price among its membership.

3. Allocation of Purchase Price Among Members of Purchasing Association

a. The portion of the purchase price attributable to Snug Harbor Lakes Condominium Association, Inc. shall be \$678,000.00, which shall be allocated to its membership as follows:

(1) The Association shall allocate the sum of \$2,000.00 to each MOBILE HOME UNIT in the condominium, excluding those units which are owned by JOINING OWNERS, as said term is defined in the Declaration of Condominium for Snug Harbor Lakes, a Condominium and their successors in title.

(2) No assessment shall be made against the MOBILE HOME UNIT owned by any JOINING OWNER or any NON-JOINING OWNER, as said terms are defined in the Declaration of Condominium of Snug Harbor Lakes, a Condominium, it being expressly understood and agreed that said joining owners and non-joining owners have previously paid their pro rata portion of the total purchase price of this property, and that the purchase price stated in this agreement has been reduced as a result of those prior contributions.

b. The portion of the purchase price attributable to Snug Harbor Village Homeowners' Association, Inc. shall be \$64,000.00, which shall be allocated as follows:

(1) The Association shall assess the sum of \$2,000.00 against each of the LOTS within the plat of Snug Harbor Village which are presently owned by the Estate of Harry Gould and said Estate does hereby consent to said assessment.

(2) There shall be no assessment against any of the LOTS contained within the plat of Snug Harbor Village, except for those enumerated in paragraph 1, it being hereby agreed that the owners of the remaining LOTS contained within the plat of Snug Harbor Village which have been previously purchased have already paid their pro rata share of the purchase price, and the purchase price contained in this agreement has been reduced accordingly.

4. Payment of the Purchase Price. The entire purchase price of \$742,000.00 shall be paid by the Buyer, Snug Harbor Master Association, Inc., executing and delivering to Seller a promissory note in the full amount of the purchase price of \$742,000.00. Said note shall bear interest at the rate of ten (10%) percent per annum and ~~shall be payable in equal consecutive monthly installments of principal and interest of \$7,420.00, each installment being applied first to accrued interest, with the remainder being applied to reduction of the balance of the principal, subject to~~ calculated in the manner hereinafter stated until final maturity. The note shall be paid in monthly installments of principal and interest in accordance with the following terms and conditions:

a. That portion of the principal obligation attributable to a MOBILE HOME UNIT within Snug Harbor Lakes, a Condominium, with the exception of MOBILE HOME UNITS owned by joining and non-joining owners, and each LOT within Snug Harbor Village, a platted subdivision, owned by the Estate of Harry Gould, shall be Two Thousand and 00/100 (\$2,000.00) Dollars.

a. b. Payments on account of that portion of the purchase price attributable to a MOBILE HOME UNIT

located within Snug Harbor Lakes, a Condominium, or attributable to a LOT within Snug Harbor Village, shall not commence until the MOBILE HOME UNIT has been sold or conveyed by the developer, Snug Harbor Lakes Development, Inc., a--Florida corporation; or until the LOT is sold or conveyed by the Estate of Harry Gould. Upon such sale, payments on account of that portion of the purchase price attributable to said MOBILE HOME UNIT or LOT shall commence on the first day of the next succeeding month. Said payment shall commence notwithstanding that Seller may continue to use portions of the recreational area for sales and management purposes.

b- c. Interest shall not commence to accrue on that portion of the purchase price attributable to a MOBILE HOME UNIT or LOT until the first day of the next succeeding month after the unit has been sold and conveyed. ~~by the developer, Snug Harbor Lakes Development, Inc.~~

c- d. That portion of the purchase price attributable to a MOBILE HOME UNIT in Snug Harbor Lakes, a Condominium, or a LOT in Snug Harbor Village shall be paid in two hundred sixteen (216) <sup>or</sup> equal monthly installments of principal and interest, each such installment to be the sum of \$20.00 per month.

e. In the event an institutional first mortgagee shall foreclose its mortgage against a MOBILE HOME UNIT or LOT and obtain title to same by public sale held as a result of such foreclosure suit, or in the event such institutional first mortgagee shall acquire title by conveyance in lieu of foreclosure, then so long as such institutional mortgagee shall continue to hold title to the said MOBILE HOME UNIT or LOT, the payment on account of that portion of this Recreation Area Note

attributable to such MOBILE HOME UNIT or LOT shall be deferred and the term of this Recreation Area Note shall thereby be extended, but only as to the monthly payments attributable to such unit and for such period of time as shall equal the time of such reduction in the monthly payments as herein described and such reduction in the monthly payments under this Recreation Area Note shall inure to the benefit of the institutional first mortgagee acquiring title to such MOBILE HOME UNIT or LOT by crediting the amount thereof against the share of the common expenses of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. or SNUG HARBOR VILLAGE HOMEOWNER'S ASSOCIATION, INC. and, in particular, the assessments for the Recreation Area purchase pursuant to the provisions of those documents. Said reduction shall continue only for such time as the institutional first mortgagee shall remain the title holder of the MOBILE HOME UNIT or LOT and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee and the said credit and reduction shall cease and terminate as of the date the said MOBILE HOME UNIT or LOT shall be conveyed by the institutional first mortgagee or for such period of time as such MOBILE HOME UNIT or LOT shall be occupied by a tenant or lessee holding by, through or under the institutional first mortgagee. Nothing contained herein shall be construed, in any manner, whatsoever, to operate or result in an extinguishment, termination or release of the obligation of the Maker hereof, in whole or in part, to make full payment of the obligation evidenced by this Recreational Area Note or accrued interest hereon except for interest

accruing on that portion of the principal for such period as said MOBILE HOME UNIT or LOT shall be held by said institutional first mortgagee as aforesaid and; provided, further, that nothing contained herein shall be construed, in any manner whatsoever, to operate as or result in a release or termination of the Holder's lien rights as set forth in the Declaration of Condominium for SNUG HARBOR LAKES, a Condominium or the Declaration of Covenants, Conditions and Restrictions for SNUG HARBOR VILLAGE, a Platted Subdivision.

- 5- f. Right-to-Prepay. Subject to the limitations set forth below, the purchase price may be prepaid prepared by the Buyer in whole or in part at any time. A MOBILE HOME UNIT Owner or LOT Owner shall have the right to prepay that portion of the purchase price attributable to his MOBILE HOME UNIT or LOT, provided that such prepayment is made in full, and upon making such prepayment the said unit owner, his successors and assigns shall not be assessed or responsible for any further portion of the purchase price or interest accrued thereon, and the Buyer shall promptly pay such prepaid amount to Seller. Upon payment thereof to Seller, the monthly payment on account of this obligation due and payable by the Buyer shall be reduced accordingly.

5. Restriction on Transfer. That so long as any sums are due under the Recreation Area Note, Buyer shall not in any way encumber the property described in Exhibit "A" or sell, transfer or dedicate said property. In the event any one of the foregoing events takes place, the holder of the Recreation Area Note shall have the right to accelerate the remaining balance due, with the entire remaining principal balance due under the Recreation Area Note together with accrued interest

becoming immediately due and payable in full. In addition, should any one of the foregoing events occur, the holder of the Recreation Area Note shall have a lien against all MOBILE HOME UNITS with Snug Harbor Lakes, a Condominium, and all LOTS within Snug Harbor Village for the remaining unpaid balance of Recreation Area Note and interest accruing thereon. Provided, however, that said lien shall not attach to any MOBILE HOME UNIT within Snug Harbor Lakes, a Condominium, or any LOT within Snug Harbor Village which has either been released from the obligation under this Agreement or the Recreation Area Note or was never subject to the obligations set forth herein or in the Recreation Area Note. Said lien shall also secure reasonable attorney's fees, at both the trial and appellate levels, together with all costs incurred incident to the collection of the sums due under the terms of the Recreation Area Note or enforcement of said lien, whether or not legal proceedings are commenced. All such liens may be foreclosed in the same manner as a foreclosure of a mortgage on real property.

6. Title.    a- The conveyance of the recreational area to the Buyer shall be by statutory warranty deed and shall be subject to the following:
- (1) (a) All rights therein reserved to the Seller and others, as contained in the Declaration of Condominium for Snug Harbor Lakes, a Condominium;
  - (2) (b) All easements granted by the Seller or joined in by the Seller for the purpose of providing for utilities, ingress and egress, or other use designed to permit the full utilization and enjoyment of the recreational area by the Grantor and all those claiming by, through and under the Grantor and the membership of the Grantee;
  - (3) (c) Taxes and other governmental assessments and impositions for the year 1988 and subject years;



(4) (d) Zoning and other applicable governmental ordinances;

(5) (e) Restrictions, limitations, reservations, reversions, easements, conditions and agreements of record.

~~b.---All personal property shall be conveyed to Snug Harbor Master Association, Inc. by seller by bill of sale, and clear of all liens and encumbrances.~~

7. Condition of the Property. The property being conveyed, ~~both real and personal~~, is being sold in "as is" condition.

8. Consent and Ratification of Agreement By Unit Owners.

Each and every person, whether natural or corporate, who shall acquire or take any title or interest whatsoever in or to a MOBILE HOME UNIT in Snug Harbor Lakes, a Condominium, from the developer, Snug Harbor Lakes Development, Inc., its successors and assigns, or who shall acquire or take any title or interest whatsoever in or to a LOT in Snug Harbor Village from the Estate of Harry Gould, its successors and assigns. by acceptance and/or the recordation of the deed, grant, assignment or other instrument granting, conveying or providing for such interest, or by the exercise of the rights or uses granted therein, shall be deemed to have consented to and ratified the provisions of this Agreement to the same effect and extent as if such person or persons had executed the Agreement with formalities required in the deed, and shall be deemed to have subordinated and subjected each and every interest of such person to the terms of this Agreement and the Recreational Area Note.

9. Rights Reserved to Seller. Until the ~~Seller~~, Snug Harbor Lakes Development, Inc., ~~a Florida corporation~~, shall have completed development, promotion and sale of all of the Mobile Home Units to be located in Snug

Harbor Lakes, a Condominium, and until the Estate of Harry Gould has completed the development, promotion and sale of all of the Lots included in the plat of Snug Harbor Village, Snug Harbor Lakes Development, Inc. and the Estate of Harry Gould Developer shall each have the following rights with regard to the recreational area, notwithstanding any other provisions of this Agreement to the contrary, which rights shall survive the conveyance of the property from the Seller to the Buyer:

- a. The right to use and occupy exclusively any portion of one of the areas within the recreation area designated as offices in the plans of the Recreational Area.
  - b. The right to use, occupy and demonstrate on a non-exclusive basis all of the recreational area for the purpose of promoting and aiding in the sale or rental of the MOBILE HOME UNITS contained in Snug Harbor Lakes, a Condominium, or the LOTS contained within the plat of Snug Harbor Village. Such rights shall not be exercised in an unreasonable manner, not consistent with the right of the members of the Buyer to use, occupy and enjoy such portions of the recreational area.
  - c. Nothing herein contained shall serve in any way to reduce Buyer's obligations for the payments due under this Purchase Agreement or for the payment of taxes, repair and maintenance of the property.
10. A Florida Contract. This contract is to be construed and enforced under the laws of the State of Florida.
11. Guarantors. As a part of the inducement to the Seller to make the conveyance provided for herein, the Buyer hereby designates the Seller and its successors and assigns with full power of substitution for the purpose of enforcing the obligation of any member association of the Buyer or the individual members of the member

13. Modification. Except as reserved to the Seller, neither this Agreement nor any terms hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.
14. Headings. The headings of the sections, paragraphs and subdivisions of this Purchase Agreement are for convenience of reference only and are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereon.
15. Invalid Provisions. In case any one or more of the covenants, agreements, terms, or provisions contained in this Purchase Agreement shall be held invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein shall in no way be affected, prejudiced or disturbed thereby.
16. Successors and Assigns. Whenever in this Purchase Agreement one of the parties hereto is named or referred to, the successors and assigns of such party shall be included, and all covenants and agreements contained in this Purchase Agreement by or on behalf of the Seller, or by or on behalf of the Buyer, shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not. This Purchase Agreement shall not be assigned by the Buyer without the written approval of the Seller, but shall be freely assignable or transferrable in whole or in part by the Seller.
17. Entire Agreement. This instrument constitutes the entire agreement between the parties, and neither party has been induced by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises, or understandings whatsoever in any way touching the

associations, to pay that portion of any assessments against such member attributable to him or payable toward the purchase price of the recreational area, or any other cost or obligation due and payable toward the purchase price on the recreational area, or any other cost or obligation due and payable pursuant to the terms and provisions hereof. Said power shall include the right in the Grantor and its successors and assigns to file such action or actions as it deems advisable and necessary against such defaulting member, in its own name or in the name of the grantee, and to collect in addition to any delinquent assessment attorneys' fees and court costs incurred, together with interest on any delinquent assessment at the rate of eighteen (18%) percent per annum. The Buyer further designates the Seller and its successors and assigns with full power of substitution for the purpose of making and enforcing assessments against the member associations of the Buyer, as well as the individual members of the member associations, to pay monies required to satisfy the obligations of the Buyer to the Grantor pursuant to the terms and provisions hereof, as well as to enforce any of the other terms and provisions hereof.

12. Duty of Buyer to Pay. It shall be the duty and obligation of the Buyer to assess its membership and to require that its individual member associations assess their membership for their pro rata portion of the cost of the recreation facilities, in accordance with the provisions of the applicable laws of the State of Florida dealing with condominiums, homeowners' associations, and non-profit corporations, and the individual documents governing the individual member associations, for such monies as shall be necessary to pay the monies and other obligations provided for in this Agreement, and to otherwise perform its covenants and promises contained herein.

subject matter of this agreement which are not expressly contained herein.

18. Waiver of Rights. The failure of the Seller to enforce any covenants, obligations, or agreement of the Buyer herein contained shall not constitute a waiver of the right to do so thereafter, nor shall it constitute a waiver of the right to enforce any other covenants, obligations, or agreements herein contained.
19. Receipt for Full Payment. Upon full payment by a unit owner of that portion of the purchase price attributable to his Mobile Home Unit, and upon payment of such funds to the Seller, the Association shall deliver said unit owner a receipt therefor in recordable form, joined by the Seller, reflecting that no further assessment shall be made against the said unit in connection with the purchase price of the recreational area.
20. Prorations. Except where such items shall be an expense of the Buyer, taxes, insurance and other prorations shall be prorated as of the date of such conveyance to the Buyer and shall be computed on a daily basis.
21. Costs. Seller shall pay all costs of preparation of the warranty deed and other instruments of conveyance, and all costs of documentary stamps on the deed. Seller shall further be obligated to pay all costs of recording the deed and recording fees for recording of any other instruments, and shall further be obligated to pay the documentary stamps which are required to be affixed to the promissory note to be executed by the Buyer.
22. Copies. A copy of this Agreement, together with copies of the recreational area notes, shall be exhibited or delivered to each person contracting to acquire a Mobile Home Unit in Snug Harbor Lakes, a Condominium, or a Lot in Snug Harbor Village for the purpose of

making full disclosure of all the terms and provisions hereof. Each such person expressly agrees and consents that minor changes, deletions, additions and amendments may be made to this Agreement without further advice or notice to such person, for the purpose of correcting typographical errors, complying with the requirements of an institutional mortgagee, or for other reasons, provided such deletion, addition and/or adjustment shall not materially adversely affect the rights of such person or the Buyer hereunder.

23. Obligation of the Unit Owner. Notwithstanding any provision of this Agreement to the contrary, so long as an owner of a Mobile Home Unit in Snug Harbor Lakes, a Condominium, or the owner of a Lot in Snug Harbor Village shall pay that portion of the purchase price due and owing to the Seller attributable to his Mobile Home Unit or Lot, and shall pay his proportionate share of the taxes, utilities, insurance, and other recreational area expenses as set forth herein to the Association, or, in the event of default by the Buyer, pay said amounts directly to the Seller, the Seller will not and may not enforce any of the rights which it might otherwise have against said Mobile Home Unit owner or Lot owner under the terms and provisions hereof, notwithstanding that the Buyer is in default of this Agreement and/or that any other Mobile Home Unit owner or Lot owner has failed to perform or keep its obligations as a member of the Buyer to pay his proportionate share of such recreational area expenses, or his proportionate share of the purchase price due and owing to the Seller under the terms and provisions hereof and the recreational area note.

24. Survival of Agreements. All representations, warranties and agreements made by the parties hereto

AMENDED EXHIBIT L  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
SNUG HARBOR LAKES

OFF. REC.  
2979

PAGE  
0963





## DECLARATION OF CONDOMINIUM

## RECREATION AREA NOTE

\$742,000.00

Brevard County, Florida

FOR VALUABLE CONSIDERATION, the undersigned promises to pay to the order of SNUG HARBOR LAKES DEVELOPMENT, INC., the sum of SEVEN HUNDRED FORTY-TWO THOUSAND (\$742,000.00) DOLLARS, together with interest thereon at the rate of ten (10%) percent per annum calculated in the manner hereinafter stated until final maturity, both principal and interest being payable in lawful money of the United States at 7600 U.S. #1, Micco, Florida 32958, or at such other place as may be designated by the holder in writing, from time to time.

This obligation shall be paid in installments of principal and interest in accordance with the following terms and conditions:

- (a) The portion of the principal obligation attributable to a Mobile Home Unit within SNUG HARBOR LAKES, a Condominium, and each Lot presently owned by Snug-Harbor Lakes--Development--Inc., the Estate of Harry Gould within SNUG HARBOR VILLAGE, a platted subdivision is TWO THOUSAND AND 00/100 (\$2,000.00) dollars.
- (b) Payment on account of that portion of the principal attributable to a Mobile Home Unit or Lot as aforesaid shall not commence until the Mobile Home Unit or Lot has been sold and conveyed by SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida Corporation, or the Lot has been sold or conveyed by the Estate of Harry Gould or their successors, and shall thereafter commence on the first (1st) day of the next succeeding month.
- (c) Interest shall not commence to accrue on that portion of the principal attributable to a Mobile Home Unit or Lot as aforesaid until such time as the unit Mobile Home Unit or Lot has been sold and conveyed by SNUG HARBOR LAKES DEVELOPMENT, INC., or the Lot has been sold by the Estate of Harry Gould, or their successors.
- (d) That portion of the principal attributable to a Mobile Home Unit or Lot aforesaid shall be paid in two hundred sixteen (16) equal consecutive monthly installments of principal and interest, each such installment to be in the sum of TWENTY and 00/100 (\$20.00) DOLLARS.
- (e) In the event an institutional first mortgagee shall foreclose its mortgage against a Mobile Home Unit or Lot and obtain title to same by public sale held as a result of such foreclosure suit, or in the event such institutional first mortgagee shall acquire title by conveyance in lieu of foreclosure, then so long as such institutional mortgagee shall continue to hold title to the said Mobile Home Unit or Lot, the payment on account of that portion of this Recreation Note attributable to such Mobile Home Unit or Lot shall be deferred and the term of this Recreation Area Note shall thereby be extended, but only as to the monthly payments attributable to such unit or lot and for such period of time as shall equal the time of such reduction in the monthly payments as herein described and such reduction in the monthly payments under this Recreation Area Note shall inure to the benefit of the institutional first mortgagee acquiring title to such Mobile Home Unit or Lot by crediting the amount thereof

against the share of the common expenses of SNUG HARBOR LAKES CONDOMINIUM ASSOCIATION, INC. or SNUG HARBOR VILLAGE HOMEOWNER'S ASSOCIATION, INC. and, in particular, the assessments for the Recreation Area purchase pursuant to the provisions of those documents. Said reduction shall continue only for such time as the institutional first mortgagee shall remain the title holder of the Mobile Home Unit or Lot and the same shall not be occupied by a tenant or lessee holding under, by or through the said institutional first mortgagee and the said credit and reduction shall cease and terminate as of the date the said Mobile Home Unit or Lot shall be conveyed by the institutional first mortgagee or for such period of time as such Mobile Home Unit or Lot shall be occupied by a tenant or lessee holding by, through or under the institutional first mortgagee. Nothing contained herein shall be construed, in any manner, whatsoever, to operate or result in an extinguishment, termination or release of the obligation of the Maker hereof, in whole or in part, to make full payment of the obligation evidenced by this Recreational Area Note or accrued interest hereon except for interest accruing on that portion of the principal for such period as said Mobile Home Unit or Lot shall be held by said institutional first mortgagee as aforesaid and; provided, further, that nothing contained herein shall be construed, in any manner whatsoever, to operate as or result in a release or termination of the Holder's lien rights as set forth in the Declaration of Condominium for SNUG HARBOR LAKES, a Condominium or the Declaration of Covenants, Conditions and Restrictions for SNUG HARBOR VILLAGE, a Platted Subdivision.

- (f) Subject to the limitations set forth below, this Note may be prepaid by the maker, in whole or in part, at any time. A Mobile Home Unit owner or a Lot owner shall have the right to prepay that portion of the Note attributable to his Mobile Home Unit or Lot; provided, however, that no such prepayment by a Mobile Home Unit or Lot owner shall be made on or before January 15 of the calendar year following the closing of the purchase of such Mobile Home Unit or Lot; provided, further, that such prepayment is made in full and upon making such prepayment the said Mobile Home Unit owner or Lot owner, his successors and assigns, shall not be assessed or responsible for any further portion of the Note or interest accrued thereon and the maker shall promptly pay such prepaid amount to payee, and upon payment thereof to payee the monthly payment on account of this obligation due and payable by the maker shall be reduced accordingly.

In the event the maker shall fail to pay the sums of principal and interest as and when called for by this Note or within the period herein set forth, or if any Event of Default, as defined herein shall have occurred and be continuing, the payee may declare the entire principal balance of this Note then unpaid, and the interest accrued thereon, to be due and payable immediately upon declaration; such principal and interest shall forthwith become and be due and payable in full without notice or demand.

It shall be the duty and obligation of the maker to assess its membership, in accordance with the provisions of the applicable laws of the State of Florida dealing with condominiums, the Declaration of Condominium, for SNUG HARBOR LAKES, a Condominium, the Declaration of Covenants, Conditions and Restrictions for SNUG HARBOR VILLAGE and the By-Laws of the maker for such monies as shall be necessary to pay the monies and other obligations provided for by this Note and to otherwise perform its covenants and promises contained herein.

In the event the maker shall be dissolved, or its existence terminated, then those persons constituting the maker's membership, immediately prior to its termination or dissolution, shall jointly and severally be obligated to pay the remaining unpaid balance of this Note, if any, together with all interest accrued thereon in accordance with the terms and provisions hereof.

The failure of the payee to enforce any covenants, obligations or agreements of the maker herein contained shall not constitute a waiver of right to do so thereafter, nor shall it constitute a waiver of right to enforce any other covenant, obligation or agreement herein contained.

The maker and endorsers, hereafter becoming parties hereto, jointly and severally waive demand, notice of non-payment, protest, and do hereby consent to any extension, renewals or modifications of this Note, all without notice, and agree that they will remain liable hereunder and as said Note may be renewed, extended or modified until the debt evidenced hereby is paid in full. In the event the maker shall default in any payment of principal or interest called for under this Note, then from and after the date of such default, this Note shall bear interest at the highest lawful rate permitted to be paid under the laws of the State of Florida.

If this Note is in default and is placed in the hands of an attorney for collection, all makers or endorsers now or hereafter, becoming parties hereto, agree to pay reasonable attorneys' fees and all other costs for making collection.

Failure by the Mortgagor to duly observe any other covenants, conditions or agreements of this Note for thirty (30) days after written notice specifying such failure shall have been given to Maker by Holder.

In the event Maker voluntarily or involuntarily transfers title to any part of the Recreation Area without the prior written consent of the Holder of this Note, Holder may, at its option, declare the entire unpaid balance of the purchase price and the interest accrued thereon to be immediately due and payable and upon such declaration, such principal and interest shall forthwith become and be due and payable as fully and to the same effect as if the date of such declaration were the date originally specified for the maturity of the unpaid balance of the purchase price.

As part of the inducement to the Holder to make the conveyance to the Maker creating this Purchase Money Note, the Maker hereby designates the Holder as its attorney-in-fact, with full power of substitution, for the purpose of enforcing the obligation of any member of the Maker to pay that portion of any assessment against it attributable to it or payable towards the obligations due and payable pursuant to the terms and provisions hereof. Said power shall include the right of the Holder to file such action or actions, as it deems advisable or necessary, against such defaulting member in its own name or in the name of the Maker, and to collect, in addition to any delinquent assessments, attorneys' fees and court costs incurred, together with interest on any delinquent assessment at the rate of ~~eighteen~~ eight percent per annum ~~highest lawful rate permitted to be paid~~ highest lawful rate permitted to be paid under the laws of the State of Florida.

SNUG HARBOR MASTER ASSOCIATION, INC.

By /s/ PAUL L. GOULD  
PAUL L. GOULD, President

ATTEST:

Corporate Seal

/s/ VICTORIA DORADO  
VICTORIA DORADO, ~~SECRETARY~~ OR

RECREATION AREA NOTE  
DECLARATION OF CONDOMINIUM

PAGE

0966

Page 3



2  
 1300  
 2  
 7600 US 1  
 Micco, FL 32926  
 AMENDMENT TO DECLARATION  
 OF CONDOMINIUM OF  
 SNUG HARBOR LAKES, A CONDOMINIUM  
 RECORDED AND VERIFIED  
 IN THE PUBLIC RECORDS OF  
 BREVARD COUNTY, FLA.

We, Paul L. Gould and Victoria Dorado, President and Assistant Secretary, respectively, of Snug Harbor Lakes Development, Inc., developer of Snug Harbor Lakes, a Condominium and exhibits thereto of Snug Harbor Lakes, a Condominium recorded in O.R. Book 2880, Page 1567, Public Records of Brevard County, Florida, do hereby amend said Declaration of Condominium as follows:

- 7.4 Age Restriction: A minimum of eighty (80%) percent of all units in Snug Harbor Lakes, a Condominium shall be reserved for permanent residents where at least one (1) resident of each MOBILE HOME UNIT shall be over the age of fifty-five (55) years. The remaining twenty (20%) percent shall be reserved for permanent residents where at least one (1) resident of each MOBILE HOME UNIT shall be over the age of forty-five (45) years; provided, however, that if the death or dissolution of marriage of a person permanently residing in a MOBILE HOME UNIT leaves only a person or persons under the age of forty-five (45) years as continuing permanent residents of the same MOBILE HOME UNIT, such surviving or divorced persons may continue to occupy the said MOBILE HOME UNIT. Notwithstanding any other provision of this section, no MOBILE HOME UNIT owner shall permit any person under the age of eighteen (18) years to reside permanently in any mobile, modular or manufactured home located on a MOBILE HOME UNIT owned by them in the subdivision. Should it become necessary, for any reason whatsoever, for a person under the age of eighteen (18) years to become a permanent resident in the household of a MOBILE HOME UNIT owner, or said owner's tenant, guest, invitee or licensee, said MOBILE HOME UNIT owner shall vacate the MOBILE HOME UNIT owned by him/her or shall cause his/her tenant, guest, invitee, or licensee to vacate said lot or any mobile, modular or manufactured home located thereto within six (6) months of the date upon which the person eighteen (18) years assumes residence on any MOBILE HOME UNIT. Children under the age of eighteen (18) years may visit and temporarily reside in a mobile home located on a MOBILE HOME UNIT, provided that such residence does not exceed thirty (30) days within any consecutive twelve (12) month period.

It is the intention of this amendment to comply with the Fair Housing Amendments of 1988 (H.R. 1158). Snug Harbor Lakes, a Condominium shall adhere to Article 7.4 so that Snug Harbor Lakes, a Condominium can meet the age requirement needed to qualify for an exemption status stated in the provision of 100.304 of the Fair Housing Amendments of 1988 (H.R. 1158).

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this 10<sup>TH</sup> day of March, 1989.

ATTEST:  
 CORPORATE SEAL  
Victoria Dorado  
 Victoria Dorado  
 Assistant Secretary

SNUG HARBOR LAKES DEVELOPMENT, INC.

By: Paul L. Gould  
 Paul L. Gould, President

OFF. REC.

2984

PAGE

07 MAR 10 PM 4:00

RECORDED AND RETURNED  
CLERK OF DISTRICT COURT  
BREVARD COUNTY FLA.

AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OF  
SNUG HARBOR LAKES, A CONDOMINIUM

# PGS. 1  
TRUST FUND \$ 1.00  
REC. FEE \$ 5.00  
DOC. ST. \$  
INT. TAX \$  
SER. CHG. \$  
REFUND \$  
# HOMES 3  
RECORDING AS  
PLAT FOR CLASS  
OF CONDOMINIUM & DOC  
STAMPES INCLUDING  
STATE & INTEREST  
Clerk Circuit Court  
Brevard Co. Florida

We, Paul L. Gould and Victoria Dorado, President and Assistant Secretary, respectively, of Snug Harbor Lakes Development, Inc., Developer of Snug Harbor Lakes, a Condominium and exhibits thereto of Snug Harbor Lakes, a Condominium recorded in O.R. Book 2880, Page 1567, Public Records of Brevard County, Florida, do hereby amend said Declaration of Condominium as follows:

7.2.2 Building Lines. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet from the front unit line. On any MOBILE HOME UNIT having a curved front unit line, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than twenty (20) feet to any point on said curved front unit line. No mobile, modular or manufactured home or other structure or improvement shall be located nearer than seven and one-half (7 1/2) feet to any side unit line. On all MOBILE HOME UNITS abutting the boundary of the CONDOMINIUM property, no mobile, modular or manufactured home or other structure or improvement shall be located nearer than ~~fifteen~~ (15) seven and one-half (7 1/2) feet to the rear unit line. On all interior MOBILE HOME UNITS, no mobile, modular or manufactured home or other structures or improvement shall be located nearer than seven and one-half (7 1/2) feet to the rear unit line.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this 10th day of August, 1989.

ATTEST:  
CORPORATE SEAL  
Victoria Dorado  
Victoria Dorado  
Assistant Secretary

SNUG HARBOR LAKES DEVELOPMENT, INC.  
By: Paul L. Gould  
Paul L. Gould, President

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, the undersigned officers duly authorized to administer oaths and take acknowledgments, personally appeared PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of August, 1989.

Robin Gillette  
Notary Public  
State of Florida  
Notary Public, State of Florida  
My Commission Expires Sept. 27, 1992

My Commission Expires:

AMENDDOC.-21

OFF. REC.

3011

PAGE

4653

Vickie Dorado  
Snug Harbor  
7600 U.S. 1  
Micco, FL. 32976

711374

89 AUG 14 AM 8:38

AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OF  
SNUG HARBOR LAKES, A CONDOMINIUM

We, Paul L. Gould and Victoria Dorado, President and Assistant Secretary, respectively, of Snug Harbor Lakes Development, Inc., Developer of Snug Harbor Lakes, a Condominium and exhibits thereto of Snug Harbor Lakes, a Condominium recorded in O.R. Book 2880, Page 1567, Public Records of Brevard County, Florida, do hereby amend said Declaration of Condominium as follows:

7.2.2.1 PROJECTIONS INTO SIDE YARDS.

Bays, porches and planters, all of which occupy not over one-third the length of the side wall, may project into a required side yard not more than two and one half feet in any case. In no case shall any projection violate any county zoning regulation.

10<sup>th</sup> IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this day of April, 1990.

ATTEST:  
CORPORATE SEAL

Victoria Dorado  
Victoria Dorado  
Assistant Secretary

SNUG HARBOR LAKES DEVELOPMENT, INC.

By: Paul L. Gould  
Paul L. Gould

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, the undersigned officers duly authorized to administer oaths and take acknowledgments, personally appeared PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10<sup>th</sup> day of April, 1990.

Robyn Hillotte  
Notary Public  
State of Florida



My Commission Expires: Notary Public, State of Florida  
My Commission Expires Sept. 27, 1992

AMENDDOC.-21

# POS. 1 # NAMES 2  
TRUST FUND \$ 5.00 REC'D PAYMENT AS  
REC FEE \$ 5.00 INDICATED FOR CLERK'S  
DOC ST. \$        PC INJUNCTION & DOC  
INT TAX \$        STAMP TAXES INCLUDING  
SEQ. CHG. \$        PENALTY & INTEREST  
RETURN \$        Clerk Circuit Court  
Brevard Co., Florida

Vickie Dorado  
7600 U.S. #1  
Mico, Florida 32976  
664-1000

6.04

AMENDMENT TO THE DECLARATION

OF CONDOMINIUM OF

SNUG HARBOR LAKES, A CONDOMINIUM

TAX \_\_\_\_\_  
CISE TAX \_\_\_\_\_  
ERY CHRG \_\_\_\_\_  
TIME \_\_\_\_\_

RECORDED  
AND  
VERIFIED

We, Paul L. Gould and Victoria Dorado, President and Assistant Secretary, respectively, of Snug Harbor Lakes Development, Inc., Developer of Snug Harbor Lakes, a Condominium and exhibits thereto of Snug Harbor Lakes, a Condominium recorded in O.R. Book 2880, Page 1567, Public Records of Brevard County, Florida, do hereby amend said Declaration of Condominium as follows:

7.2.8 Air Conditioner Units. No window or wall air conditioning units shall be permitted in any part of the mobile or modular home unit served by the central air conditioner system or in bedrooms, living rooms, dining rooms, family rooms, kitchens, morning or breakfast rooms, dinettes, hallways, laundry and/or bonus rooms, bathrooms or closets. Window or wall air conditioning units shall be permitted in Florida rooms or storage sheds only, with no window or wall air conditioning unit facing towards the street side of the home, and shall not cause a nuisance or be unsightly as determined by and in a manner approved by the ARC in its sole discretion. Each window or wall air conditioning unit installation shall require specific prior approval of the ARC. Compressors and fans for central air conditioning systems which are located outside of the exterior of a mobile or modular home shall be adequately landscaped.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this 20<sup>th</sup> day of April, 1992.

ATTEST:  
CORPORATE SEAL

Victoria Dorado  
Victoria Dorado  
Assistant Secretary

SNUG HARBOR LAKES DEVELOPMENT, INC.

BY: Paul L. Gould  
Paul L. Gould, President

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, the undersigned officers duly authorized to administer oaths and take acknowledgments, personally appeared PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 20<sup>th</sup> day of April, 1992.

The following form of identification from PAUL L. GOULD Driver License and VICTORIA DORADO Driver License were seen and an oath was taken.

Robert G. Gillette  
Notary Public  
State of Florida

Expires: \_\_\_\_\_

Notary Public, State of Florida  
My Commission Expires Sept. 27, 1992

191062

92 JUN -8 PM 1:05

BK3206PG3343



COPY

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF SNUG HARBOR LAKES A CONDOMINIUM

We, PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., Developer of SNUG HARBOR LAKES, a condominium, in accordance with the provisions of the Declaration of Condominium and exhibits hereto of SNUG HARBOR LAKES, a condominium, recorded in Official Records Book 2880, Page 1526 of the Public Records of Brevard County, Florida and amended by that certain amendment thereto recorded in Official Records Book 2979, Page 0915 of the Public Records of Brevard County, Florida do hereby amend the said Declaration of Condominium as follows:

A. A new section 7.2.15.1 is hereby added to the said Declaration, which new section shall read as follows:

"7.2.15.1 Spas.

Not more than one spa (also known under the trade name of Jacuzzi) shall be allowed on all mobile home units. The size and location of any spa shall be approved by the ARC prior to installation. In reviewing the size and location of any proposed spa installation the ARC shall make certain that the spa shall be concealed from the view of adjoining property and from the view of any adjoining street.

B. Sections 7.5.1.3 and 7.5.1.4 of the said Declaration shall be amended to read as follows:

"7.5.1.3 Not more than two (2) cats.

"7.5.1.4 Not more than two (2) dogs.

C. That certain affidavit regarding Units (or Lots) 6 and 7, Section O, SNUG HARBOR LAKES, a condominium prepared by Hugh Smith, Jr. and recorded at Official Records Book 3017, Page 4453 of the Public Records of Brevard County, Florida is hereby incorporated into the said Declaration of Condominium. The said affidavit is also attached to this amendment as Exhibit A hereof.

The dimensions of the said Unit 6, Section O, which were originally recorded at Official Records Book 2880, Page 1699 of the Public Records of Brevard County, Florida, are hereby amended to conform with the dimensions shown on the survey of Exhibit B to this amendment.

PREPARED BY ARC RETURN TO:  
F. H. DARLOW, Esquire, CLERK OF COURT, P.A.,  
121-123 Fifth Avenue, P. O. Box 93548, MIAMI, FL 33163

The dimensions of the said Unit 7, Section 0, which were originally recorded at Official Records Book 2820, Page 1700 of the Public Records of Brevard County, Florida, are hereby amended to conform with the dimensions shown on the survey of Exhibit C to this amendment.

IT WITNESS WHEREOF, the Developer, SNUG HARBOR LAKES DEVELOPMENT, INC. has caused this instrument to be executed to this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

SNUG HARBOR LAKES DEVELOPMENT  
INC.

By: \_\_\_\_\_

Paul L. Gould, President

ATTEST:

\_\_\_\_\_  
Victoria Dorado, Assistant  
Secretary

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared PAUL L. GOULD to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF FLORIDA )  
COUNTY OF BREVARD )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared VICTORIA DORADO to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 1990.

\_\_\_\_\_  
NOTARY PUBLIC

29-594

92 DEC -7 PM 2:40

Recorded and Verified Brevard County, FL  
 # Pgs. 3 # Names 2  
 Trust Fund 200 Rec Fee 13.00  
 Stamp-Mtg \_\_\_\_\_ Exclsa Tx \_\_\_\_\_  
 Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
 Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
SNUG HARBOR LAKES, A CONDOMINIUM

THIS AMENDMENT, made this 4th day of December, 1992 by SNUG Harbor Lakes Development, Inc., a Florida corporation, hereinafter called "Developer", for themselves, their successors and assigns;

WHEREAS, Developer recorded in the Public Records of Brevard County, Florida, that certain Declaration of Condominium of SNUG HARBOR LAKES, a Condominium, said Declaration being recorded in Official Record Book 2880, Page 1687, Public Records of Brevard County, Florida and;

WHEREAS, Article 2.2 of said Declaration provides that the same may be amended and provides for alteration of boundaries;

NOW THEREFORE, the Declaration of Condominium of SNUG HARBOR LAKES, a Condominium, is hereby amended in the following respect:

The Developer has decided to alter the North property line of Lot 10, Section V, and the South property line of Lot 1, Section W, creating rectangular lots, as shown on Exhibits "A" and "B" attached hereto and made a part hereof are hereby added to said Declaration of Condominium as replacements to pages #140 and #141 of the original Declaration of Condominium.

There are easements that go with the property line as shown on said Section W and V of said Condominium Documents, and that these easements now go with the new property lines created.

In all other respects, the Declaration of Condominium is to remain as filed and amended.

IN WITNESS WHEREOF, the Developer and Declarer, SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, has executed this Amendment to the Declaration of Condominium of SNUG HARBOR LAKES, a Condominium, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

SNUG HARBOR LAKES DEVELOPMENT, INC.,  
a Florida corporation

By: Victoria Dorado  
Victoria Dorado, Vice President

Victoria Dorado  
Victoria Dorado, Asst. Secretary

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victoria Dorado, personally known to me to be the Vice President and Assistant Secretary of SNUG HARBOR LAKES DEVELOPMENT, INC., who did not take an oath, and acknowledged executing the foregoing instrument freely and voluntarily under authority duly vested in her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 4th day of December, 1992.

(Notary Seal)

This instrument prepared by:  
S. Carpenito  
COMMERCIAL TITLE SERVICES, INC.  
1627 U.S. Highway 1  
Sebastian, FL 32958

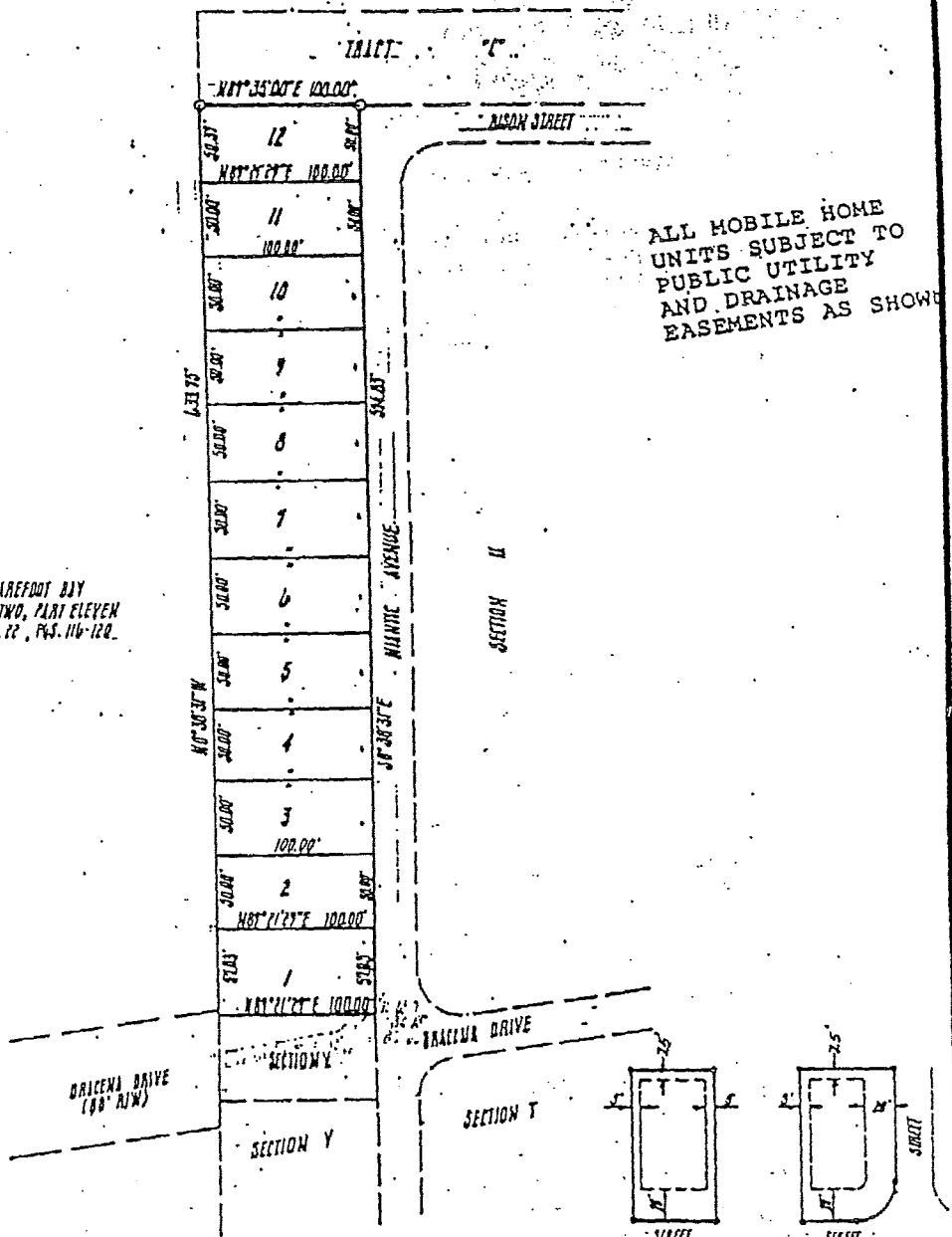
BK 0250 PG 3709

Kimberly A. Brown  
Kimberly A. Brown  
NOTARY PUBLIC  
MY COM. EXPIRES 12/31/93  
BONDED

Sebastian, FL 32958  
Highway One

BK3126PG1424

BALEFOOT BAY  
UNIT TWO, PLAT ELEVEN  
P.B. 12, P. 143, 116-122



**SURVEYOR'S NOTES:**

Bearings based on PLAT OF SURVEY FOR UNIT TWO, PLAT ELEVEN, P.B. 12, P. 143, 116-122. Elevations based on \_\_\_\_\_  
 Legal description per \_\_\_\_\_

TYPICAL LOT EASEMENTS  
FOR PUBLIC UTILITIES AND DRAINAGE  
(BASED ON 1978 SURVEY)

**PLAT OF SURVEY for:**

SECTION X:  
SHOW ALTERN LINES, A CIRCUMFERENCE

SHEET \_\_\_\_\_ OF \_\_\_\_\_ SHEETS.

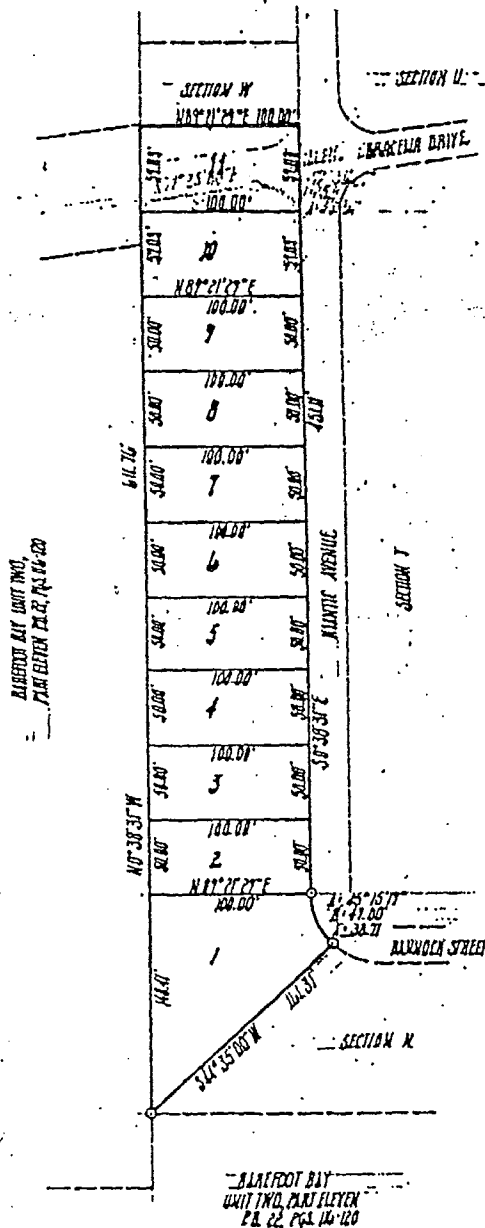
Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

*Hugh Smith, Jr.*  
 Hugh Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named herein. It is not valid without the embossed Surveyor's Seal.

DWN. BY: *JK*      CHK. BY:      SCALE: 1" = 100'

REVISION	DATE	BY	JOHN
1	11/10/78	JK	JOHN
<p><b>HUGH J. SMITH AND ASSOCIATES, INC.</b>          1400 Palm Bay Road, Palm Bay, Florida 32909          206-734-3840</p>			



ALL MOBILE HOME  
UNITS SUBJECT TO  
PUBLIC UTILITY  
AND DRAINAGE  
EASEMENTS AS HC

TYPICAL LAT EASEMENTS  
FOR PUBLIC UTILITIES AND HIGHWAY  
(REVISED 1/1/71) (8-1111)  
SURVEYOR'S NOTES:

Bearings based on PLAT NO. 1142701 BY UNIT TWO, PLAT 11574 28 22, P. 3, 11-702 Elevations based on

Legal description per

## PLAT OF SURVEY for:

SECTION V  
JAMES H. HARRIS, A COMPANY LIMITED

SEP 11 1974

Certified true and correct to the best of my knowledge and belief and in conformity with applicable minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes.

Harold Smith Jr.  
Harold Smith, Jr., Florida Professional Land Surveyor No. 1781

This survey is prepared and certified for the exclusive use of the client named hereon. It is not valid without the embossed Surveyor's Seal.

DWN, BY: JMC

CHK, BY:

SCALE: 1"=100'

ALVISTO DAVIS	NO. 1	DATE	JOB NO.
---------------	-------	------	---------

HUGH J. SMITH, LAND SURVEYING, INC.

1400 Palm Bay Road, NE  
Palm Bay, Florida 32909  
(804) 724-2948

THIS PROPERTY HAS NOT BEEN ABSTRACTED BY  
BUREAU FOR EASEMENTS AND/OR RIGHTS OF  
WAY OF RECORD.

EXHIBIT "B"

2/2/21

19.50

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
SNUG HARBOR LAKES, A CONDOMINIUM

Mark Circuit Court  
Recorded and Verified Brevard County, FL  
# Pages 2 # Maps 2  
Trust Fund 2.50 Pre Fee 17.00  
Stamp Fee \_\_\_\_\_ Excise Tax \_\_\_\_\_  
Service Chg \_\_\_\_\_ Int Tx \_\_\_\_\_  
Refund \_\_\_\_\_

THIS AMENDMENT, made this 18th day of December, 1992 by SNUG HARBOR DEVELOPMENT, INC., a Florida corporation, hereinafter called "Developer", for themselves, their successors and assigns;

WHEREAS, Developer recorded in the Public Records of Brevard County, Florida, that certain Declaration of Condominium of SNUG HARBOR LAKES, a Condominium, said Declaration being recorded in Official Record Book 2880, Page 1567, Public Records of Brevard County, Florida, as amended; and

WHEREAS, Article 2.2 of said Declaration and amendments provide that the same may be amended and provide for alteration of boundaries by the Developer; and

WHEREAS, that portion of Dracena Drive shown on survey in said Declaration between Lot 10, Section V, and Lot 1, Section W, was not included within the legal description of "Parcel 71 Dracena Drive" and therefore was included within the dedication of land to the condominium; and

WHEREAS, said portion of Dracena Drive was contemplated but never constructed; and

WHEREAS, the Developer desires to change the width of Lots 27, 28 and 29, Section O, to 66.67 feet and eliminate Lot 26, Section O; and

WHEREAS the Developer desires to maintain the same total number of lots; and

WHEREAS, the boundary lines of Lot 10, Section V, and Lot 1, Section W, were altered by previous amendment in Official Record Book 3250, Page 3709, Public Records of Brevard County, Florida;

NOW THEREFORE, the Developer hereby amends the Declaration of Condominium by combining the eliminated portion of Dracena Drive and remaining portions of Lots 10, Section V, and Lot 1, Section W, to create a new lot numbered Lot 11, Section V, as shown on attached Exhibit "A", replacing Page 140 of the Declaration of Condominium; and

Developer also hereby changes the width of Lots 27, 28 and 29, Section O, to 66.67 feet and eliminates Lot 26, Section O, as shown on attached Exhibit "B", replacing Page 133 of the Declaration of Condominium.

In all other respects the Declaration of Condominium is to remain as filed and amended.

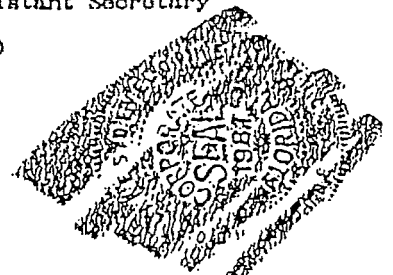
IN WITNESS WHEREOF, the Developer and Declarer, SNUG HARBOR LAKES DEVELOPMENT, INC., a Florida corporation, has executed this Amendment to the Declaration of Condominium of SNUG HARBOR LAKES, a Condominium, on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

SNUG HARBOR LAKES DEVELOPMENT, INC.  
a Florida corporation

Kimberly A. Brown  
Witness KIMBERLY A. BROWN  
Rancy E. Dias  
Witness RANCY E. DIAS

By: Victoria Dorado  
Victoria Dorado, Vice-President  
and Assistant Secretary  
(Corporate Seal)



BK0257PG3404

305407

92 DEC 31 PM 3:35

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 18th day of December 1992 by Victoria Dorado, Vice-President and Assistant Secretary, who is personally known to me and who did not take an oath, and executed same under authority duly vested in her by said corporation and that the seal affixed hereto is the true corporation seal of said corporation.

IMBERLY A. BROWN

Notary's Printed Name

(Notary Seal)

This instrument prepared by:  
Victoria Dorado  
SNUG HARBOR LAKES DEVELOPMENT, INC.  
7600 U.S. #1  
Micco, FL 32958

Return: COMMERCIAL TITLE SERVICES, INC.  
1827 U.S. Highway 1  
Sebastian, FL 32958

Imberly A. Brown  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: June 3, 1995.  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.





RETURN TO:  
Vickie Dorado  
7600 U.S. #1  
Micco, Florida 32976  
664-1000

*Landy Campbell* Clerk Circuit Court  
Recorded and Verified Brevard County, FL  
# Pgs. \_\_\_\_\_ # Names 2  
Trust Fund 1.00 Rec Fee 5.00  
Stamp-Deed \_\_\_\_\_ Exclss Tx \_\_\_\_\_  
Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

AMENDMENT TO THE DECLARATION

OF CONDOMINIUM OF

SNUG HARBOR LAKES, A CONDOMINIUM

We, Paul L. Gould and Victoria Dorado, President and Assistant Secretary, respectively, of Snug Harbor Lakes Development, Inc., Developer of Snug Harbor Lakes, a Condominium and exhibits thereto of Snug Harbor Lakes, a Condominium recorded in O.R. Book 2880, Page 1567, Public Records of Brevard County, Florida, do hereby amend said Declaration of Condominium as follows:

- 8.2.4 Screening Fees. The ASSOCIATION may require the deposit of a reasonable screening fee simultaneously with the giving of the notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the ASSOCIATION'S credit and character report expenses in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee to be a sum not to exceed one hundred (\$100.00) dollars.

IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this 26<sup>th</sup> day of April, 1993.

ATTEST:  
CORPORATE SEAL

SNUG HARBOR LAKES DEVELOPMENT, INC.

Victoria Dorado  
Victoria Dorado  
Assistant Secretary

BY: Paul L. Gould  
Paul L. Gould, President

STATE OF FLORIDA)  
COUNTY OF BREVARD)

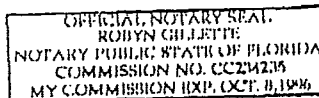
I HEREBY CERTIFY that on this day before me, the undersigned officers duly authorized to administer oaths and take acknowledgments, personally appeared PAUL L. GOULD and VICTORIA DORADO, President and Assistant Secretary, respectively, of SNUG HARBOR LAKES DEVELOPMENT, INC., and they acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26<sup>th</sup> day of April, 1993.

The following form of identification from PAUL L. GOULD Driver License and VICTORIA DORADO Driver License were seen and an oath was taken.

Robyn Gillette  
Notary Public  
State of Florida

My Commission Expires:



AMENDDOC.-22

BK0287P03320

Return to: Snug Harbor  
7600 U.S. #1  
Micco, Florida 32976

*Handy* Clerk Circuit Court  
Recorded and Verified Brevard County, FL  
# Prs. 1 # Names 2  
Trust Fund 1.00 Rec Fee 5.00  
Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OF  
SNUG HARBOR LAKES, A CONDOMINIUM

We, Robert L. Gould and Victoria Dorado, Vice President and Assistant Secretary, respectively, of Snug Harbor Lakes Development, Inc., Developer of Snug Harbor Lakes, a Condominium and exhibits thereto of Snug Harbor Lakes, a Condominium, recorded in Official Record Book 2880, Page 1567, Public Records of Brevard County, Florida, do hereby add a new Section 14.5 to the Declaration of Condominium, to read as follows:

"14.5 Exemption from Approval of the ARC. The DEVELOPER is hereby exempt from having to obtain the approval of the ARC pursuant to other provisions of the Declaration, with respect to any MOBILE HOME UNIT sold or leased by the DEVELOPER and any mobile, modular or manufactured home placed thereon in connection with the sale or lease."

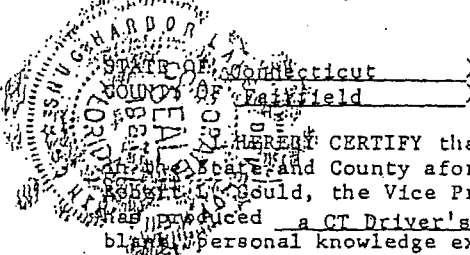
Seventh IN WITNESS WHEREOF, the DEVELOPER has executed this Declaration this day of April, 1994.

ATTEST:  
CORPORATE SEAL

Victoria Dorado  
Victoria Dorado  
Assistant Secretary

SNUG HARBOR LAKES  
DEVELOPMENT, INC.

By: Robert L. Gould  
Robert L. Gould  
Vice President



I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert L. Gould, the Vice President of SNUG HARBOR LAKES DEVELOPMENT, INC., who has produced a CT Driver's License # 092003642 as identification (if left blank, personal knowledge existed) and who did take an oath.

WITNESS my signature and official seal at Newtown, CT, in the County of Fairfield, State of Connecticut, this 7th day of April, 1994.

NOTARY PUBLIC:

Sign Maureen B. Blyden  
Print Maureen B. Blyden  
State of Connecticut

My Commission Expires: 6-30-98.

STATE OF Florida  
COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victoria Dorado, the Assistant Secretary of SNUG HARBOR LAKES DEVELOPMENT, INC., who has produced \_\_\_\_\_ as identification (if left blank, personal knowledge existed) and who did take an oath.

WITNESS my signature and official seal at Micco, FL, in the County of Brevard, State of Florida, this 8th day of April, 1994.

NOTARY PUBLIC:

Sign Robyn Gillette  
Print Robyn Gillette  
State of Florida at Large (Seal)

My Commission Expires: 10-8-96

BK3082PG4850

OFFICIAL NOTARY SEAL  
ROBYN GILLETTE  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. EC234235  
MY COMMISSION EXP. OCT. 8, 1996

Amendment to the By-Laws of Snug Harbor Lakes, a Condominium

We, James Arpino, Alfred Brandt, Mortimer Rothstein, Joseph Aronofsky and Robert Keough as the Board of Directors for Snug Harbor Lakes, a Condominium recorded in O.R. Book 2880, Page 1567, Public Records of Brevard County, Florida, in accordance with the provisions of the Declaration of Condominium and all amendments thereto, and as voted at the Annual Meeting of Members held on April 14, 2001, do hereby amend the By-Laws of Snug Harbor Lakes as follows:

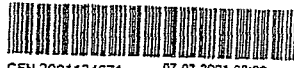
Article 3.0 of the By-Laws to be amended to read:

3.1 The Annual Meeting of members shall be held at the office of the ASSOCIATION, at 10:00 a.m. Eastern Standard Time, or at such other place and time as the board of Directors may designate, on the first Saturday in ~~April~~ February of each year for the purpose of electing directors and of transacting such other business as may be authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding business day.

In WITNESS WHEREOF, the Board of Directors has executed this declaration this 3<sup>RD</sup> day of JULY, 2001.

ATTEST

STATE OF FLORIDA  
COUNTY OF BREVARD



CFN 2001134671 07-03-2001 08:02 am  
OR Book/Page: 4372 / 3582

Signed, sealed and delivered  
In the presence of

Bonnie B. Sweet  
WITNESS Bonnie B. Sweet

SB Reckneridge  
WITNESS

Scott Ellis

Clerk Of Courts, Brevard County

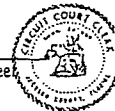
#Pgs: 1	#Names: 2	
Trust: 1.00	Rec: 5.00	Serv: 0.00
Excise: 0.00		Excise: 0.00
Mfg: 0.00		Int Tax: 0.00

BY James Arpino  
HC James Arpino, President  
Snug Harbor Lakes Condominium

The foregoing instrument was acknowledged before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgements, personally appeared James Arpino to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same this 3 day of July, 2001

FLDL

Bonnie B. Sweet  
Notary Public - Bonnie B. Sweet



State of Florida  
DEPUTY CLERK per F.S. 695.03/52.50  
Scott Ellis, Clerk  
Brevard County, Florida



CERTIFICATE OF AMENDMENT

TO  
BYLAWS  
OF

Scott Ellis  
Clerk Of Courts, Brevard County  
#Pg: 4 #Names: 2  
Trust: 2.50 Rec: 17.00 Serv: 0.00  
Mtg: 0.00 Excise: 0.00  
Int Tax: 0.00

SNUG HARBOR MASTER ASSOCIATION, INC.

HC ↑

THE UNDERSIGNED Directors and Officers of the SNUG HARBOR MASTER ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain certain property serving both SNUG HARBOR LAKES, a Condominium, as established by the Declaration of Condominium for SNUG HARBOR LAKES, a Condominium, recorded at O.R. Book 2880, Page 1567, et. seq., and serving SNUG HARBOR VILLAGE, as established by the Amended Declaration of Protective Covenants, Conditions and Use Restrictions for SNUG HARBOR VILLAGE, recorded at O.R. Book 3066, Page 3687, et. seq., all in the Public Records of Brevard County, Florida, certify and confirm that the following amendments to the Bylaws of SNUG HARBOR MASTER ASSOCIATION, INC., which Bylaws are recorded at O.R. Book 2880, Page 1775, et. seq., Public Records of Brevard County, Florida, were adopted unanimously by all such directors and officers as evidenced by their signatures affixed hereto. The undersigned certify and confirm that these amendments were adopted in accordance with the Master Association documents and applicable law.

Additions indicated by underlining  
Deletions indicated by strike-through  
Unaffected, omitted, language indicated by ...

3.0 MEMBERSHIP, VOTING, QUORUM, PROXIES

...

- 3.2 The percentage of voting rights required to make decisions and to constitute a quorum at members' meetings shall be ~~one hundred (100%)~~ at least sixty percent (60%) of the ~~director~~ representatives of each member of the ASSOCIATION, so long as said quorum is comprised of at least one director representative from each ASSOCIATION member, and decisions shall be made by a majority of the representatives present at a meeting at which a quorum is present, unless otherwise provided in the Association Documents.

...

5.0 BOARD OF DIRECTORS

...

This Instrument Prepared By:  
C. JOHN CHRISTENSEN, ESQ.  
Becker & Poliakoff, P.A.  
2500 Maitland Center Parkway, Suite 209  
Maitland, FL 32751

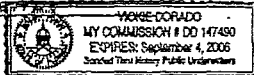
Ruth Flanagan  
Print RUTH FLANAGAN  
Vickie Dorado  
Print VICKIE DORADO

By: Rita Legere  
RITA LEGERE, Secretary  
Address 5615 Algonquin Plm  
Miami, Fla 33191

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared RITA LEGERE, to me personally known to be the Secretary of SNUG HARBOR MASTER ASSOCIATION, INC., or having produced personally known as identification and did/did not take an oath, and she acknowledged before me that she freely and voluntarily executed the same as such officer, under authority vested in her by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20 day of September, 2002.

Vickie Dorado  
Notary Public, State of Florida at Large.  
Printed Name: VICKIE DORADO  
My commission expires: 

Leo Butera  
Print LEO BUTERA  
Vickie Dorado  
Print VICKIE DORADO

By: Eugene Yenawine  
EUGENE YENAWINE, Director  
Address 3300 Barnard St  
Miami FL 33126

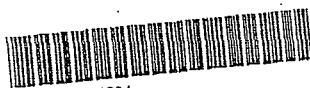
STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared EUGENE YENAWINE, to me personally known to be a Director of SNUG HARBOR MASTER ASSOCIATION, INC., or having produced personally known as identification and did/did not take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such director, under authority vested in him by said Corporation.

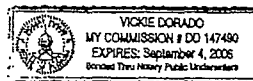
WITNESS my hand and official Seal in the State and County last aforesaid, this 22 day of September, 2002.

Vickie Dorado  
Notary Public, State of Florida at Large.  
Printed Name: VICKIE DORADO  
My commission expires:

131278\_1.DOC



CFN 2002241084  
OR Book/Page: 4692 / 3203



5.10. A quorum at a Directors' meeting shall consist of at least sixty percent (60%) of all five (5) Directors, so long as said quorum is comprised of at least one director representative from each Association member. The acts of the Board approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Association Documents. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required as set forth in the Association Documents, the Directors who are present may adjourn the meeting from time to time until a proper quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

(The remainder of the Bylaws is unchanged.)

Executed this 18 day of September, 2002.



CFN 2002241084  
OR Book/Page: 4692 / 3201

Signed, sealed and delivered  
in the presence of witnesses:

SNUG HARBOR MASTER  
ASSOCIATION, INC.

Juanita M. Cox  
Print Juanita M. Cox  
Vickie Dorado  
Print VICKIE DORADO

By: Theodore Wood  
THEODORE WOOD, President  
Address 7576 Chaste Rd  
Mico, FL 32976

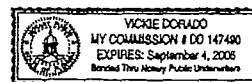
(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared THEODORE WOOD, to me personally known to be the President of SNUG HARBOR MASTER ASSOCIATION, INC., or having produced personally known as identification and did/did not take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 18 day of September, 2002.

Vickie Dorado  
Notary Public, State of Florida at Large.  
Printed Name: VICKIE DORADO  
My commission expires:



Joan LaDucere  
Print JOAN LADUCER  
Vickie Dorado  
Print VICKIE DORADO

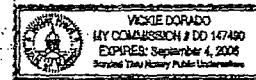
By: Reinhart Anderson  
REINHART ANDERSON, Vice-President  
Address: 7525 N. Miami Ave.  
MIAMI, FL 33176

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared REINHART ANDERSON, to me personally known to be the Vice-President of SNUG HARBOR MASTER ASSOCIATION, INC., or having produced personally known as identification and did not take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 28 day of September, 2002.

Vickie Dorado  
Notary Public, State of Florida at Large.  
Printed Name: VICKIE DORADO  
My commission expires:



Shirley A. Pranceur  
Print SHIRLEY A. PRANCEUR  
Vickie Dorado  
Print VICKIE DORADO

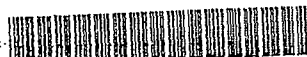
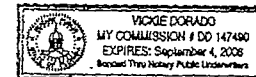
By: Robert E. Arsenault  
ROBERT ARSENAULT, Treasurer  
Address: 7534 Agawam Rd.  
MIAMI, FL 33176

STATE OF FLORIDA )  
COUNTY OF BREVARD )

BEFORE ME, the undersigned authority, personally appeared ROBERT ARSENAULT, to me personally known to be the Treasurer of SNUG HARBOR MASTER ASSOCIATION, INC., or having produced personally known as identification and did not take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 28 day of September, 2002.

Vickie Dorado  
Notary Public, State of Florida at Large.  
Printed Name: VICKIE DORADO  
My commission expires:



CFN 2002241084  
OR Book/Page: 4692 / 3202