

PEPPERTREE EAST CONDOMINIUM OWNERS ASSOCIATION
RULES OF CONDUCT FOR RESIDENTS AND GUESTS

- EACH UNIT IS ASSIGNED ONE OUTSIDE PARKING SPACE FOR SINGLE CAR USE PLUS A DESIGNATED GARAGE AREA. GUEST PARKING IS NOT AVAILABLE.
 - NO PARKING IN AREAS OTHER THAN DESIGNATED PARKING SPACES. DO NOT PARK BETWEEN GARAGE BUILDINGS OR AGAINST THE SOUTH FENCE.
 - OUTSIDE PARKING IS FOR AUTOMOBILES OR MOTORCYCLES ONLY. ALL OTHER VEHICLES OR OBJECTS ARE TO BE STORED INSIDE. NO BOATS ALLOWED.
 - GARBAGE AND TRASH MUST BE PLACED IN THE CONTAINERS PROVIDED AND LIDS ARE TO BE FIRMLY IN PLACE. THIS INCLUDES TRASH OR GARBAGE IN PLASTIC BAGS. ANY CONTAINER MAY BE USED.
 - BOXES MUST BE CRUSHED OR BROKEN DOWN AND PLACED IN THE CONTAINERS.
 - PARENTS ARE TO CONTROL TRASH OR GARBAGE REMOVAL BY CHILDREN.
 - OVERSIZE REFUSE MAY BE ARRANGED FOR BY CALLING HARRIS SANITATION. 321-953-6302
 - CONDOMINIUM UNITS MAY HAVE A MAXIMUM OF TWO, FOUR-LEGGED PETS (DOG, CAT, OR BOTH) NOT TO EXCEED TWENTY POUNDS EACH.
 - DOGS OUTSIDE MUST BE LEASHED BUT MAY NOT BE CHAINED DOWN.
 - ANIMAL DROPPINGS ARE TO BE CLEANED UP IMMEDIATELY IF DOGS ARE WALKED ON THE CONDOMINIUM GROUNDS.
 - NO BICYCLES, SKATEBOARDS, ETC., MAY BE RIDDEN ON THE SIDEWALKS.
 - PARKING AND DRIVEWAY AREAS ARE NOT TO BE USED AS A PLAYGROUND.
 - VOLUME LEVELS OF HI-FI EQUIPMENT, RADIOS, TELEVISIONS, AND MUSICAL INSTRUMENTS ARE TO BE KEPT AT LEVELS WHICH ARE ACCEPTABLE TO NEIGHBORS.
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- COMMON GARAGE DOORS ARE TO BE KEPT CLOSED AND LOCKED WHEN GARAGES ARE UNATTENDED. ALL DOORS LEADING TO GARAGES ARE TO BE CLOSED WHEN UNATTENDED.
 - GENERAL APPEARANCE OF COMMON GROUNDS IS TO BE KEPT UNCLUTTERED. FRONT DOOR AREAS ARE NOT TO BE USED FOR STORAGE OF BARBEQUE GRILLS, BICYCLES, BEACH CHAIRS, ETC.

NOTED 1300
 BY THE
 SEC. OF
 RECORDS
 BREVARD COUNTY, FLORIDA
 MAY 13 1986

RECORDED AND INDEXED
 BREVARD COUNTY, FLORIDA
 MAY 13 1986

PREPARED BY & RETURN TO:
 E. C. (SCOTT) WRIGHT, ESQ.
 101 S. Miramar Ave.
 Indian Shaloe, FL 32903

CERTIFICATE OF AMENDMENT TO DECLARATION
 OF CONDOMINIUM

PEPPERTREE EAST CONDOMINIUM

WHEREAS, the members of the PEPPERTREE EAST CONDOMINIUM, INC., desire to amend the Declaration of Condominium of PEPPERTREE EAST CONDOMINIUM, pursuant to Article VIII of said Declaration of Condominium, and

WHEREAS, a meeting of the membership was held May 13, 1986, and

WHEREAS, the amendments set forth below were approved in the manner set forth by the Declaration of Condominium and Bylaws of PEPPERTREE EAST CONDOMINIUM, INC.

NOW, THEREFORE, the Declaration of Condominium of PEPPERTREE EAST CONDOMINIUM, recorded in Official Records Book 1926, Page 505, Public Records of Brevard County, Florida, is amended as follows:

Chapter V, Article 1 is amended to read as follows:

Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees, and tenants. No unit may be occupied on a permanent basis by more than four (4) persons, consisting of not more than two (2) adults (over age eighteen (18)) and two (2) minor children (under age eighteen (18)). The minor children shall be the natural or adoptive offspring of one or both of the adults. Whether or not an individual is residing in a unit on a permanent basis shall be determined from the particular circumstances of each case. In any event, an individual residing on the premises for a continuous period of more than fourteen (14) days in any six (6) month period shall be presumed to be a permanent resident.

The eighth complete paragraph of Article 2 under Chapter V is amended as follows:

An apartment owner has the right to rent his apartment, provided that no unit may be rented for a term of less than three (3) months or more than one (1) time in any calendar year. Upon a majority vote of the Board of Directors, these rental restrictions may be waived. Waivers shall be considered by the Board only in unusual and compelling circumstances constituting extreme hardship upon the apartment owner. Each application for a waiver of the rental restrictions shall be in writing from the apartment owner and shall set forth a full and complete statement of all facts and circumstances upon which the apartment owner's request for a waiver is based. No waiver granted by the Board of Directors shall be considered as a precedent for subsequent waiver requests, nor shall granting any waiver request affect the association's ability to subsequently enforce the

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terms of these rental restrictions.

The eleventh complete paragraph of Article 2 under Chapter 2 is amended as follows:

All sales, transfers, leases, or any other disposition of condominium units shall be subject to the written approval of the Association in accordance with its By-Laws. Each owner shall furnish to the Association notice in writing of his intention to accept a bona fide offer to purchase, lease, or otherwise dispose of his unit together with written evidence thereof within seven (7) days prior to the effective date of such disposition and the Association shall then have seven (7) days from the receipt thereof within which to approve or disapprove the same. If disapproved, the Association shall have the option to purchase or lease or otherwise acquire upon the same terms and conditions under which the owner intended to sell or lease. Notice in writing of the exercise of this option to purchase or lease will also be delivered within seven (7) days from the receipt of the aforesaid written notice required to be given to the Board of Directors and sale or conveyance or lease thereof will be completed diligently and within a reasonable time thereafter. The approval by the Board of Directors of the Association in any instance of any such sale or lease shall not constitute, or be deemed to be a waiver of the necessity for such consent or approval to any further conveyance or lease or to any assignment or subletting of any previously approved lease. Failure of the Association to exercise its option after receipt of written notice by an owner of his intent to sell or lease within a period of seven (7) days shall be deemed consent by the Association to the transaction specified and owner shall be free to consummate the particular sale or lease. The subletting of said unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of owners under the Condominium Plan covenants shall continue, notwithstanding the fact that they may have leased or rented said interest as provided hereby. The owner shall accompany the initial notice required under this paragraph with a non-refundable fee of fifty dollars (\$50.00) payable to the association. The fee shall be used to meet and defray the expenses incident the response to a unit owner's notice of intention to sell, transfer, lease or to otherwise dispose of any interest in a unit. In the event said fee is not received by the Association within thirty (30) days following closing upon the approved sale of an apartment, the association may recover said fee from the selling apartment owner as well as all costs of collection including attorney's fees whether suit be brought or not.

Section 5(a) of the By-Laws is amended as follows:

The Treasurer shall have custody of all property of the Association including

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funds, securities and evidence of indebtedness. He shall keep the books of

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indebtedness. He shall keep the books of the Association in accordance with good accounting practices. No less than quarterly the Treasurer shall submit to the Board of Directors, a written report of income, disbursements and cash on hand. The report shall be made a part of the Association's permanent record.

PEPPERTREE EAST CONDOMINIUM, INC.

Dated: 6-16-86By: Scott Potter
Scott Potter, President

Attest:

Jeannette Potter
Jeannette Potter, Secretary

STATE OF FLORIDA:

COUNTY OF BREVARD:

BEFORE ME, this day, personally appeared SCOTT POTTER and JEANNETTE POTTER, to me well known and known to me to be the President and Secretary, respectively, of PEPPERTREE EAST CONDOMINIUM, INC., and the persons described in the foregoing instrument, and they acknowledged to and before me according to law, that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 16 day of June, 1986.



Judith Cox Cochill
Notary Public
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
COMMISSION EXPIRES MAY 31 1987
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OFF. REC. 1926 PAGE 505

CHAPTER I
ESTABLISHMENT OF A CONDOMINIUM

Article 1:

THE NAME by which this Condominium is to be identified is:
PEPPERTREE EAST CONDOMINIUM

Article 2:

THE PURPOSE of the Declaration is to submit the lands described in this instrument and improvements on such lands to the Condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1975, hereinafter called the "Condominium Act".

Article 3:

THE LANDS owned by the Developer which, by this instrument, are submitted to the Condominium form of ownership, are the lands lying in Brevard County, Florida, which are fully described in the exhibit attached hereto, made a part hereof, and marked as "Exhibit A", which lands are hereinafter called, "the land".

Article 4:

THE DEVELOPER is the owner of the fee simple title to said real property situated in the Town of Melbourne Beach, in the county of Brevard, and in the State of Florida, on which property the Developer is constructing, or has constructed, four (4) buildings: (a) one building containing six (6) apartments; (b) another building containing six (6) apartments; (c) one building containing eight (8) garage stalls; (d) another building containing eight (8) garage stalls, together with other appurtenant improvements as hereinafter described in Chapter 11, Section 2, of this Declaration; and developer does hereby submit the described real property, together with the improvements thereon, to Condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known as THE PEPPERTREE EAST CONDOMINIUM, hereinafter referred to as "the Condominium".

Article 5:

Section 1: THE DEFINITIONS contained in the Florida Condominium Act are incorporated herein by reference and shall be the definitions of like terms as used in this Declaration and the exhibits attached hereto, unless other definitions are specifically set forth.

(1) The term "apartment" shall be synonymous with the term "Unit" as defined in said Act.

(2) The term "Apartment Owner" shall be synonymous with the term "Unit Owner" as defined in said Act.

(3) The term "Condominium Parcel" shall mean a unit together with the undivided share in the common elements which are appurtenant to the unit.

Section 2: The use of the masculine gender in the Declaration shall be deemed to refer to the feminine or neuter gender whenever the context may require.

-2-

EXHIBIT A

REC 1926 PAGE 506

Section 3: The use of the singular and plural in this Declaration shall be taken to mean the other whenever the context may require.

Section 4: The captions herein are inserted only as a matter of convenience, and for reference, and in no way define, limit, or describe the scope of the Declaration nor the intent of any provision hereof.

CHAPTER II

DESCRIPTION OF CONDOMINIUM

Article 1:

The Condominium is established and described as follows:

Section 1: A Boundary Survey and Plot Plan of the land, as described in Exhibit "A", is depicted in Exhibit "B". The proposed improvements located thereon, showing their respective locations and dimensions, is attached hereto, made a part of and marked as Exhibit "B 1".

Section 2: The said Boundary Survey and Plot Plan, the garage parking and floor plans, as hereinafter described, together with the wording of the Declaration is a correct representation of the proposed improvements described and there can be determined therefrom the identification, location, dimensions, and size of the limited and common elements, and of each apartment. Upon substantial completion of the construction of the Condominium, a Surveyors Certificate, prepared by a registered land surveyor,

registered in the State of Florida, will be attached hereto, made a part of hereof and then so marked as Exhibit "C". This will certify that the above stated Boundary Survey and Plot Plan, the garage, parking and floor plans are an accurate representation of the improvements.

Article 2:

Section 1: The Condominium includes two (2) apartment buildings. Said buildings consist of two (2) floors and contain six (6) apartments each. The Condominium also includes two (2) garage buildings and common elements. Other improvements include landscaping, automobile parking areas and private roads, all of which are part of the common elements.

(1) Floor Plans and elevations, showing common elements, and the location and dimensions of each apartment, are attached hereto, made a part hereof, and marked as Exhibit "D". For the purpose of identification, all the apartments in the building are given identifying numbers, and no apartment bears the same identifying number as the other apartments bear. Common elements which are appurtenant to the apartments bear the same identifying number as the respective apartment.

1. Apartment Boundaries shall be as follows:

Upper Boundary shall be the horizontal plane of the undecorated finished ceiling of the second floor, extended to an intersection with the perimetrical boundaries.

Lower Boundary shall be the horizontal plane of the undecorated finished floor of the first floor, extended to an intersection with the perimetrical boundaries.

Perimetrical Boundaries shall be the vertical planes to the undecorated finished interior walls bounding the apartment extended to an intersection with the upper and lower boundaries.

Each apartment will include that part of the building that lies within the boundaries of apartment and the real portion as shown on the attached Exhibit "D".

-3-

OFFICE 1926 PAGE 507
RECS

Each apartment will also include an enclosed garage area and outside parking space as shown on the attached Exhibit "B", which area shall be part of the correspondingly numbered apartment. Garage and outside parking spaces are subject to reassignment at the Developer's discretion until all units are sold.

(2) The garage and parking Plan is attached hereto, made a part hereof and marked as Exhibit "B1".

(3) The Common Elements of the Condominium consist of all of the real property, improvements and facilities of the Condominium other than the apartments and garage areas, as the same are herein defined, and shall include outside parking areas, walkways, all landscaped areas, easements through apartments for conduits, pipes, plumbing, ducts, wiring, and other elements for the furnishing of utility service to the apartments, and common elements and easements of support in every portion of an apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of all apartments.

The water distribution system and sewer collection system that is located on or about the said real property is a common element of the Condominium and shall be maintained as any other common element.

(4) Upon date of recording this Declaration of Condominium, the construction thereof will not be substantially completed. Upon substantial completion of construction, the Developer or the Association shall amend the Declaration to include the certificate of a Surveyor authorized to practice in Florida that the construction of the improvements is substantially complete so that the material together with the provisions of the Declaration of Condominium describing the Condominium Property is an accurate representation of the location and dimension of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Article 3:

Section 1: Easements are reserved through the Condominium property as may be required for utility services in order to adequately serve this Condominium for which the Association has operating responsibilities; provided, however, such easements through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approval in writing by the apartment owner is obtained.

Section 2: (1) All owners of units shall have as an appurtenance to their units a perpetual easement for ingress and egress from their units over walks 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 unit in the Condominium to the use and enjoyment of all public portions of the buildings and to other common facilities located on or about the common property.

(2) All units and the common property shall be subject to a perpetual easement in gross granted to the Association and its successors for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association as set forth herein; provided, however, that access to the apartments shall be only at reasonable times.

Section 3: The Developer reserves an easement over, upon, and under the portion of the land of this Condominium used as a road and for utility purposes for ingress and egress, and for a means of providing utility services.

- 4 -

DEED 1326 AND 508

Section 4: All property covered by the exhibits attached hereto shall be subject to a perpetual easement for any encroachment which now exists or hereafter may exist caused by settlement or movement of the building and encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists.

Article 4:

The developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, as long as it owns the apartments so altered. If the Developer shall make any changes in apartments, as herein authorized, such changes will be reflected by an amendment to this Declaration; and if more than one (1) apartment is concerned, the Developer will apportion between apartments the shares in the common elements appurtenant to the apartments concerned. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, as hereinafter defined, apartment owners or lienors or mortgagees of apartments or of the Condominium, whether or not elsewhere required for an amendment.

CHAPTER III

OWNERSHIP OF CONDOMINIUM

Article 1:

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership, and the owner or owners of each apartment shall own an undivided share in the common elements, and an appurtenance to the ownership of each apartment of the Condominium, and the percentage attributable to each is set forth in the schedule attached hereto, made a part hereof, and marked as Exhibit "E". The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit, and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which described only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an interest in the entire area described as common area.

Article 2:

The Developer, and each subsequent owner of any interest in a

unit and in the common property, by acceptance of a conveyance or instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this Condominium apartment project is terminated according to the provisions hereof or by law. The fee title to each apartment shall include both the apartment and its undivided interest in the common elements; said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instruments of conveyance or encumbrance may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to each apartment will be null and void. Any owner may freely convey an interest in a unit together with an undivided interest in the common elements subject to the provisions in this Declaration.

- 5 -

OFFICE 1926 PAGE 500
RECS

CHAPTER IV

ADMINISTRATION OF CONDOMINIUM

Article 1: The Association

Section 1: Operation and Management

The operation and management of the Condominium shall be administered by PEPPERTREE EAST CONDOMINIUM, INC., a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Corporation" or "Association". Said Association shall have all the powers and duties incident to the operation of the Condominium as set forth in this Declaration and the Association's By-Laws and Articles of Incorporation, as well as all of the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said By-Laws and Articles of Incorporation. True and correct copies of the Articles of Incorporation of the PEPPERTREE EAST CONDOMINIUM, INC., and the By-Laws of said Association are attached hereto, made a part hereof, and marked as "Exhibit F" and "Exhibit G", respectively.

Anything in this Declaration, or the exhibits attached hereto to the contrary notwithstanding, the provisions of this Declaration and exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the Condominium or the levying of assessments is concerned, until actual management of the Condominium project is delevered and turned over by the developer to the Association, which shall not be later than January 1, 1990. Until a turnover is perfected as set out above,

January 1, 1988, until a turn-over is completed, the Developer shall retain management of the Condominium project, and in so doing, shall collect all assessments, the same being paid to the developer during this interim period. The maintenance fee, while the Developer is managing the Condominium, shall be a uniform \$45.00 per month per parcel. Upon the turning over of the management of the Condominium project to the owners, the individual unit owners will be at that time liable for their respective common expenses as contemplated in this Declaration. The Developer shall, during this management interim, have a lien on each Condominium parcel for any unpaid assessments thereon and shall have the same legal remedies against the said parcel and individual owner or owners thereof as that available to the Association under the provisions of this Declaration for like non-payment. This right to a lien shall survive the date of turn-over.

Upon turning over the management of the Condominium project to the owners through their Corporation or Association, the Developer shall deposit with the Corporation or Association prepaid common expenses and shall then automatically be released of any and all types of liability to the individual owner(s) or the Corporation or Association.

The Developer shall notify each owner of its intent to turn over the management to the owners not less than fifteen (15) nor more than thirty (30) days prior to the date of said turn-over. Notice shall be sent to the owners' addresses for such purpose; said addresses having been previously given to the Developer; and the time of notice shall commence upon mailing. Notwithstanding anything that may be stated to the contrary in this Declaration, the Articles of Incorporation, or the By-Laws, at the time of turnover, the owners shall have an Owner's Meeting and approve Directors of the operating Association, said Directors shall in turn carry out the business of the Association pursuant to this Declaration, said Articles of Incorporation, and By-Laws.

Section 2: Membership

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the

CEED RECS 1926 PAGE 510

exhibits hereto shall automatically terminate when they no longer own such interest. Interests owned by persons other than the Developer shall be evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida. The Developer shall be deemed to be an owner to those units in which it holds title by virtue of this Declaration.

In those instances where an apartment is sold under an Agreement or Contract or Deed, which shall have been recorded in the Public Records of Brevard County, Florida, the vendee under said Agreement or Contract shall be deemed to be an owner of the respective unit in this condominium.

Section 3: Voting

There shall be a total of twelve (12) votes to be cast by the owners of the Condominium units in the Condominium.

Such votes shall be apportioned and cast as follows:

The owner of each Condominium parcel shall be entitled to cast one (1) vote.

Where a Condominium unit is owned by the Association, no vote shall be allowed for such Condominium unit, nor shall such Condominium unit(s) be considered in determining quorums or percentages of votes required under this Declaration of Condominium or documents related thereto.

Where a Condominium parcel is owned by more than one (1) person, all the owners thereof shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such Condominium parcel of which he is a part owner until such authorization shall have been changed in writing.

The term "Owner" as used in this Section 3 shall be deemed to include the Developer.

Whenever the decision of an apartment owner is required upon any matter, such decision will be expressed by the same person who would cast the vote of such owner if in any Association meeting, unless the joinder of the record owners is specifically required by this Declaration.

Section 4: Board of Directors

All of the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association.

Said Board of Directors shall consist of Twelve (12) members. However, notwithstanding anything stated herein to the contrary, the first Board of Directors of the Association may consist of any two (2) individuals.

Each director shall be the owner of a Condominium unit (or partial owner of a Condominium unit where such unit is owned by a Corporation, including the Developer, any duly elected officer or officers of any owner-corporation may be elected a Director or Directors.

OFFICE
RECS 1926 PAGE 511

Article 2: Common Expenses and Common Surplus

Section 1: Budget

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and common property and public liability insurance for the common property; operating expenses, maintenance expenses, repairs, utilities, replacement reserve and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying any item in the annual assessment as to said item in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Directors may provide for an operating reserve not to exceed 105% of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of a percentage pursuant to Exhibit "H" herein, of the common expenses as determined in said budget.

Section 2: Common Surplus

The common surplus of the Association shall be owned by the apartment owners in the same proportions as their percentage of ownership in all of the common elements; said percentages of ownership are set forth in Exhibit "I".

The share 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 their respective apartment.

The proceeds from the sale of any properties or assets of the Association shall be held or distributed to the benefit of the members in the same proportion as their interest in all of the common elements.

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

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

Each owner of each unit shall be personally liable,

the record owner of such unit, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs, including attorney's fees incurred to collect the delinquent assessments as to said unit. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its liens for such assessments. Such assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum until paid.

-8-

OFFICE
RECS 1926 PAGE 512

The Association shall have a lien on each Condominium parcel and upon all tangible personal property located within said Condominium unit for any unpaid assessments and interest thereon which has been assessed against the unit owner of such Condominium parcel. The said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, of a claim of lien stating the description of the Condominium parcel, the name of the record owner, the amount due and payable and the date when due; and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are payable and due when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the Association. Where such liens shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interest of the Association. The delinquent owner shall pay all costs, including reasonable attorney's fees, incurred by the Association incident to the collection of such assessments, together with all sums advanced and paid by the Association pertaining to said parcel, such as for taxes, mortgages and insurance. The lien shall be deemed to cover said additional costs and advances. Filing of one action shall not be a bar to the filing of other actions. The Association, through its Board of Directors, will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable

rental for the apartment, and the plaintiff in such case closure will be entitled to the appointment of a receiver to collect same from the apartment owner or occupant or both.

Where a first mortgagee of record or other purchaser of a Condominium unit obtains title to the Condominium parcel as a result of foreclosure of the first mortgage, or a deed in lieu of said foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such Condominium parcel or chargeable to the former unit owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

Any person who acquires an interest in an apartment, except as hereinabove described, will not be entitled to its occupancy or to the enjoyment of its common elements, until all unpaid assessments due and owing by the former owner have been paid.

The Association will have the right to assign its claim of lien and lien rights for the recovery of any unpaid assessments to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

Special assessments may be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of the

-9-

DEED RECS 1926 PAGE 513

Condominium and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance. However, a special assessment which is not connected with an actual operation, managerial or maintenance expense of the Condominium, shall not be levied without the prior approval of the members owning at least 60% of the apartments in the Condominium.

Section 3: Common Expenses

The common expenses of the Condominium shall be shared by the apartment owners in the same proportions as their percentages of ownership in the common elements; said percentages of ownership are set forth in Exhibit "E", attached hereto.

Maintenance and usual repairs

Each apartment owner shall bear the costs of and be responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures and all other appliances or equipment, and their connections required to provide water.

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

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments. Should any damage be caused to any apartment by reason of any work which may be caused to be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

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

The Board of Directors may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair. Any contract for maintenance of the Condominium property entered into while the Developer is managing the Condominium is subject to approval by the Board of Directors elected immediately subsequent to the turn-over, set forth in this Declaration.

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

-10-

OPEN
RECS 1926 PAGE 314

Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside an apartment

or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the Corporation's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction all the apartment owners shall be specially assessed to make up the deficiency irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is an apartment owners responsibility to maintain.

Reconstruction and unusual repairs

If any part of the Condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner;

If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner provided in Chapter VI hereof, that the Condominium shall be terminated;

If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined, in the manner provided in Chapter VI hereof, that the Condominium shall be terminated;

If the damaged improvement is the apartment building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as provided in Chapter VI hereof, unless within sixty (60) days after the casualty the owners of 80% of the common elements agree in writing to such reconstruction or repair.

The Insurance Trustee may rely upon a Certificate of the Association made by the President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired;

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, or if not, then according to Plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 60% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld;

If the damage is only to those parts of one (1) apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the association. Any restoration, repair or reconstruction made necessary through a casualty restoration or repair shall be commenced and completed as

casualty, restoration, or repair, shall be made expeditiously as reasonably possible.

-11-

OFFER RECS 1926 PAGE 515

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

The funds necessary to cover an deductible amount under an insurance policy against which a claim is made shall be a common expense.

The funds for payment of costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners shall be disbursed in payment of such costs in the following manner:

If costs of reconstruction and repair which are the responsibility of the Association are more than \$5,000.00 then the sums paid under assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the apartment owner shall be paid by the Insurance to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds disbursed in the manner hereafter provided for reconstruction and repair of major damage.

-12-

DEPT 1926 PAGE 518
RECS

If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of distribution to a beneficial owner which is not in excess of assessments paid by such owner in the construction fund shall not be made payable to any mortgagee.

Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not the costs shall be paid by apartment owners upon assessments

not sums paid by apartment owners. It shall be deposited by the Association with such Insurance Trustee, nor to determine whether the distribution and disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction funds, so requires the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

This Subparagraph shall be construed to be a covenant for the benefit of institutional mortgagees, defined as Savings and Loan Associations, licensed State and National banks, Insurance Companies, and VA-FHA approved lenders, and may be enforced by an institutional mortgagee having a mortgage on the Condominium unit.

Taxes During Initial Year

In the event that during the year in which the Condominium is established, real property taxes are assessed against the Condominium property as a whole, such taxes shall be charged against the individual apartment units in the same proportion as common expenses, and such taxes shall be prorated by and between the Developer and the unit owner as of the time of the sale of the respective unit.

-13-

Article 3: Insurance

OFFER 1926 PAGE 517
RECS

The insurance, other than title insurance, which shall be carried upon the Condominium property, and the property of the apartment owners, shall be governed by the following provisions:

Section 1: Authority to Purchase

All insurance policies upon the Condominium property shall be purchased by the Association, and the named insured shall be the Association individually and as agent for the apartment owners, without naming them and their mortgagees. Provisions shall be made for the issuance of the mortgage endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payment for losses thereunder by the insurer shall be made to the Insurance Trustee hereafter designated, and all policies and endorsements shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

The insurer shall be an insurance company authorized to do business in the State of Florida and said insurance must be purchased through an agent having a place of business in Brevard County, Florida.

Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

Section 2: Coverage

Casualty

All buildings and improvements upon the land shall be insured to an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire or other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, vandalism and malicious mischief.

Public Liability

Coverage shall be 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 coverages, and with cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

Workmen's Compensation

Coverage shall be adequate to meet the requirements of the laws of the State of Florida and of the United States of America.

Other Insurance

Such other insurance shall be obtained as the Board of Directors of the Association shall determine from time to time to be desirable.

-14-

OFFICE
RECS 1926 PAGE 518Section 3: Insurance Proceeds

All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to any bank in Florida with trust powers as may be designated as Insurance Trustee by the Board of Directors of the Association, which Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

Proceeds on account of damage to common elements, an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

Proceeds on account of damage to apartment units shall be held in the following undivided shares:

Where the building is to be restored for the owners of damaged units in the proportion to the cost of repairing the damage suffered by each unit owner; which cost shall be determined by the Association;

When the building is not to be restored, an individual share for each unit owner, such share being the same as the individual share in the common elements appurtenant to his unit.

In the event a mortgagee endorsement has been issued to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired; and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except distributions thereof made to a unit owner and mortgagee pursuant to the provisions of this Declaration.

Proceeds received by the Insurance

Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

All expenses of the Insurance Trustee shall be first paid or provision made thereof;

If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of mortgagees of a unit and may be enforced by such mortgagee.

-15-

OFFICE
RECS 1926 PAGE 519

In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

Section 4: Association as Agent

The Association is hereby irrevocably appointed agent for each unit owner, and for each owner of a mortgage or other lien upon a unit, and for each owner of any other interest in the Condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims.

CHAPTER V

RESTRICTIONS OF CONDOMINIUM

Article 1: Occupancy Restrictions

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

and tenants. There shall be no restriction upon the age or number of children per unit.

Article 2: Use Restrictions

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

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

Owners of the Condominium units shall be permitted to have no more than two (2) four-legged pets, either a dog, cat, or both. No other pets shall be permitted, other than birds, such as canaries or parakeets, and fish, such as goldfish and tropical varieties. No pets of any kind shall be raised for commercial purposes. No pet shall exceed twenty (20) pounds in weight. No dog or cat shall be permitted outside the owner's respective unit(s) unless on a leash not more than six (6) feet long. Pets shall only be walked in such areas as may be designated by the Board of Directors, and the individual owners shall be responsible for cleaning up after their respective pets. No owner shall leave a pet unattended or permit a pet to become a nuisance.

No sign, advertisement or notice of any type shall be shown upon the common property or any unit, except as provided under uniform regulations promulgated by the Association. This paragraph shall not apply to the Developer or institutional first mortgagees.

-16-

REC-1926 520

An owner shall not place or cause to be placed in or on sidewalks and other project areas and facilities of similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit on or through the

It is prohibited to dust or clean rugs from windows or by beating on the exterior of the project. It is further prohibited to hang garments, rugs or other items from the windows of the project.

No exterior parking space may be used for any purpose other than parking automobiles or motorcycles. Trailers or boats may be

parked within the garages. No other vehicles or objects shall be parked or placed upon such portions of the Condominium property unless permitted by the Board of Directors. No parking space shall be used by any person other than occupants of the Condominium who are actual residents or by a guest or visitor, and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

An apartment owner has the right to rent his apartment, the duration of said rental to be left to the discretion of the unit owner. See paragraph 10.1 of the Declaration.

No owner of an apartment shall make any structural modification or alteration of the apartment except in accordance with specifications which have been submitted to and approved in writing by the Association.

Further, no owner shall cause any improvement or changes to be made on or to the exterior of the apartment building, including painting or other decoration, the installation of awnings, shutters, electric wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the apartment building. Further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment, excepting, however, an apartment owner may enclose his patio area with a screen porch providing the following requirements are met: (1) All enclosure must be identical in size and design, (2) All enclosures must be in accordance with plans and specifications as approved by the Association, and (3) Until the management of the Condominium has been turned over to the Association by the Developer, no such enclosures shall be permitted, unless approved by the Developer.

All sales, transfers, leases or any other disposition of condominium units shall be subject to the written approval of the Association in accordance with its By-Laws. Each owner shall furnish to the Association notice in writing of his intention to accept a bona fide offer to purchase, lease or otherwise dispose of his unit together with written evidence thereof within seven (7) days prior to the effective date of such disposition and the Association shall then have seven (7) days from the receipt thereof within which to approve or disapprove the same. If disapproved, the Association shall have the option to purchase or lease or otherwise acquire upon the same terms and conditions under which the owner intended to sell or lease. Notice in writing of the exercise of this option of purchase or lease will also be delivered within seven (7) days from the receipt of the aforesaid written notice required to be given to the Board of Directors and sale or conveyance or lease thereof will be completed diligently and within a reasonable time thereafter. The approval by the Board of Directors of the Association in any instance of any such sale or lease shall not constitute or be deemed to be a waiver of the necessity for such consent or approval to any further conveyance or lease or to any assignment or subletting of any previously approved lease. Failure of the Association to exercise its option after receipt of written notice by an owner of his intent to sell or lease within a period of seven (7) days shall be deemed consent by the Association to the transaction specified, and owner shall be free to consummate the particular sale or lease. The subletting of said unit shall be subject to the same limitations as are applicable to the sale or lease thereof. The liability of owners under the

leasing or renting said interest, notwithstanding the Condominium Plan covenants shall continue, notwithstanding that they may have leased or rented said interest as provided her

-17-

OFFICE
RECS 1926 PAGE 521

Should any unit become encumbered by a first mortgage as security in good faith for value, the holder of such mortgage, upon becoming the owner of such unit through whatever means, or the seller at any sale under a power of sale therein contained, shall have the unqualified right to sell, lease or otherwise dispose of said interest, and the fee ownership of said unit without offer to the Association notwithstanding the above provisions, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the Condominium Plan.

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

Reasonable regulations concerning the use and occupancy of the Condominium property may be made and amended from time to time by the Board of Directors of the Association as provided by its Articles of Incorporation and By-Laws. A violation of these regulations and restrictions shall be the same as if there was a violation of other provisions of this Declaration.

The Board of Directors or the agents of the Association may enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within the units or the common property, or in case of emergency threatening units of common property, to determine compliance with these restrictions, reservations, covenants, conditions, and easements and the By-Laws of the Association; provided, however, that access to the apartments shall be made only at reasonable times.

CHAPTER VI

TERMINATION OF CONDOMINIUM

Article 1:

This Condominium shall terminate upon written agreement(s) fully recorded of all Unit owners, first mortgagees of record and other Lien holders as may be required by law, consenting to such termination.

Article 2:

Such termination shall be effective upon recordation in the Public Records of Brevard County, Florida, a certificate by the Association certifying to such fact that all unit owners, first mortgagees and other lien holders as may be required by

first mortgagees and the law, have made an agreement to terminate this Condominium and that such agreement(s) are recorded in the Public Records of Brevard County, Florida. This certificate shall be signed by the President and Secretary, and shall have annexed thereto a certified copy of resolution of the Board of Directors of the Association authorizing the execution and recordation thereof.

Article 3:

EFFECT OF TERMINATION. Upon termination of the Condominium, the apartment owners shall own the condominium property and the assets of the Association as tenants in common, their respective interests as tenants in common being the same as their respective interests in the common elements. The Mortgagee and Lienor of an apartment shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common.

- 18 -

OFFICE RECS 1926 PAGE 523

A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to the meeting. Except as elsewhere provided, such approvals must be by not less than 60% of the votes of the entire membership of the Association.

PROVISIO: That with the consent of all institutional first mortgagees, the Developer reserve the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of the Declaration of Condominium, until 80% of the units have been sold and titled out to individual purchasers; and further provided that no amendment will discriminate against any apartment owner nor against any apartment nor class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses (except as reserved to the Developer), unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction And Unusual Repair", "Sale Of Apartments", or "Amendments", unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendments.

PROVISIO: Notwithstanding anything that may be stated to the contrary in the Declaration, the rights of the Developer shall not be modified without prior written consent of the

not be amended or modified without the approval of the Developer.

CHAPTER IX

WAIVER

The failure of the Corporation, its Board of Directors, or any apartment owner, or any institutional first mortgagee to enforce any right, provision, covenant, restriction or condition of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation of the Peppertree East Condominium, Inc., or the By-Laws of the Peppertree East Condominium, Inc., or the failure to insist upon the compliance with the same, shall not constitute a waiver of the Corporation, its Board of Directors, such apartment owners or institutional first mortgagees, to enforce such right, provision, covenant, restriction or condition, or insist upon the compliance with the same in the future.

CHAPTER X

CONSTRUCTION

The provisions of this Declaration of Condominium shall be literally construed as to effectuate its purpose. The invalidity in whole or part of any covenant, restriction, section, subsection, paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of the Declaration of Condominium, the Articles of Incorporation, By-Laws, and regulations shall not affect the validity of the remaining portions.

-20-

OFFICE
RECS 1926 PAGE 522

CHAPTER VII

COMPLIANCE AND DEFAULT

Article 1:

Each apartment owner or owners will be governed by, and will comply with the terms and provisions of this Declaration of Condominium, the Articles of Incorporation of the Peppertree East Condominium, Inc., and the By-Laws of the Association and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time.

Article 2:

Failure of an apartment owner to comply with the documents stated in Article 1 of this chapter and all regulations will entitle the Association, its Board of Directors or apartment owners to the following relief, in addition to the remedies provided by the Condominium Act or otherwise:

An apartment owner will pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

In a proceeding arising because of an alleged failure on the part of an apartment owner or the Association to comply with the terms of this Declaration of Condominium, the Articles of Incorporation, or the By-Laws of the Association and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the cost of the proceeding and such reasonable attorney's fees as may be awarded by the Court.

The failure of the Association or its Board of Directors or of any apartment owner to enforce any covenants, restrictions or provisions of the Condominium Act, this Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws of the Association and the rules and regulations adopted pursuant to those documents, will not constitute a waiver of the right to do so thereafter.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a licensed State and National Bank, Savings and Loan Association, Insurance Company, or VA-FHA approved lender authorized to transact business in the State of Florida and engaged in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association and the Owner or Owners of any part of said Condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The Purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, except a purchaser who is the Developer or an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action.

CHAPTER VIII

AMENDMENTS

Article 1:

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

CHAPTER XI

OFFICE
RECS 1926 PAGE 524ENCROACHMENTS

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

CHAPTER XII

ASSOCIATION TO MAINTAIN

REGISTER OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a register setting forth the names and mailing addresses of all owners of apartments in the Condominium, and any purchaser or transferee of an apartment; prior to occupancy, shall notify the Association of his interest in such apartment. All owners shall notify the Association of the name of any party holding a mortgage upon any apartment and the names of all lessees, prior to occupancy by lessee.

CHAPTER XIII

ESCROW FOR INSURANCE PREMIUMS

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

CHAPTER XIV

ADDITION, ALTERATIONS ORIMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board of Directors the Condominium property shall require additions, alterations or improvements in excess of the usual items of maintenance, but which are related to the maintenance and up-keep of the Condominium project, such as painting of the building, and the making of such additions, alterations, or improvements shall be approved by a majority of the apartment owners. The Board of Directors shall proceed with such additions, alterations, or improvements and shall specially assess all apartment owners for the cost thereof as a common expense; provided, however, no single special assessment shall exceed 10% of the current regular

be levied for improvements which shall exceed 10% of the current annual assessment, unless prior written consent is received from over 60% of all voting members.

-21-

OFFICE RECS 1026 PAGE 525

CHAPTER XV

REMEDIES FOR VIOLATIONS

For a violation or a breach of any provisions of this Declaration by a person claiming by, through, or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or any institutional first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. The prevailing party in such litigation shall collect all costs and attorney's fees from the defaulting party. In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the Condominium structure a violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the Association shall then make the necessary repairs or improvements where such violations occurred, so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

CHAPTER XVI

AMENDMENT OF THIS DECLARATION

Unless otherwise provided in the declaration as originally recorded, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter the appurtenances to such unit, nor change the

alter or modify the apportionment of the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereon shall join in the execution of an amendment. If it shall appear through a scrivener's error that a unit has not been designated an appropriate undivided share of the common elements or that all of the common expenses or interest in common surplus, or all of the common elements in the condominium have not been distributed in the declaration, such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fail to equal one hundred percent (100%) (or if it shall appear that through such error more than one hundred percent (100%) of common elements, or common expenses or ownership of the common surplus shall have been distributed) such error may be corrected by the filing of an amendment to the declaration, executed by the association and the owners of the units and the owners of liens thereon, for which modification in the shares of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such an amendment.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 14th day of AUGUST, 1978.

Signed, sealed and delivered in the presence of:

Timothy J. Davis
Edmond L. Elly

Charles R. Bollinger
CHARLES R. BOLLINGER
Virginia K. Bollinger
VIRGINIA K. BOLLINGER

-22-

OFFL
RECS 1926 PAGE 526

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared CHARLES R. BOLLINGER and VIRGINIA K. BOLLINGER, his wife, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

Kathleen M. Perry
KATHLEEN M. PERRY

NOTARY PUBLIC

My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires May 14, 1982
Bonded By American Insurance Co.

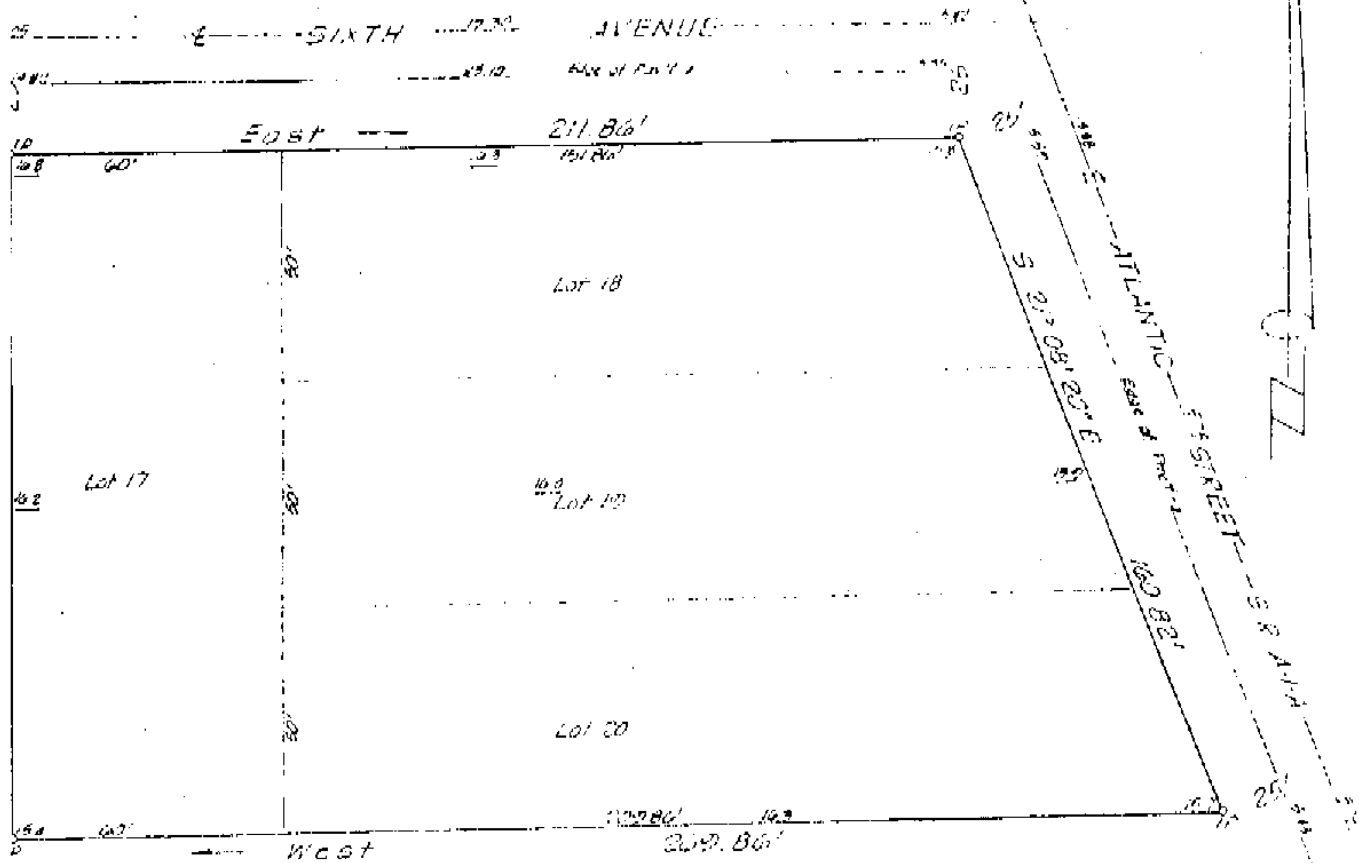


-23-

OFFICE
RECS 1926 PAGE 527EXHIBIT "A"

LOTS 17,18,19,20, Block 34, Wilcox
Plat of Melbourne Beach, Florida,
as recorded in Plat Book 1, Page 58,
of the Public Records of Brevard County,
Florida, together with improvements
thereon.

OFFICE 1926 PAGE 528



Note Elevations based on National Geodetic Vertical Datum

PLAT OF SURVEY FOR B. & B. CONST.

DESCRIPTION: Lots 17, 18, 19 & 20, Block 34, WILCOX PLAT OF MELBOURNE BEACH, as recorded in Plat Book 1, Page 58, Public Records of Brevard County, Florida

Date March 14, 1978

Scale: 1"=30'

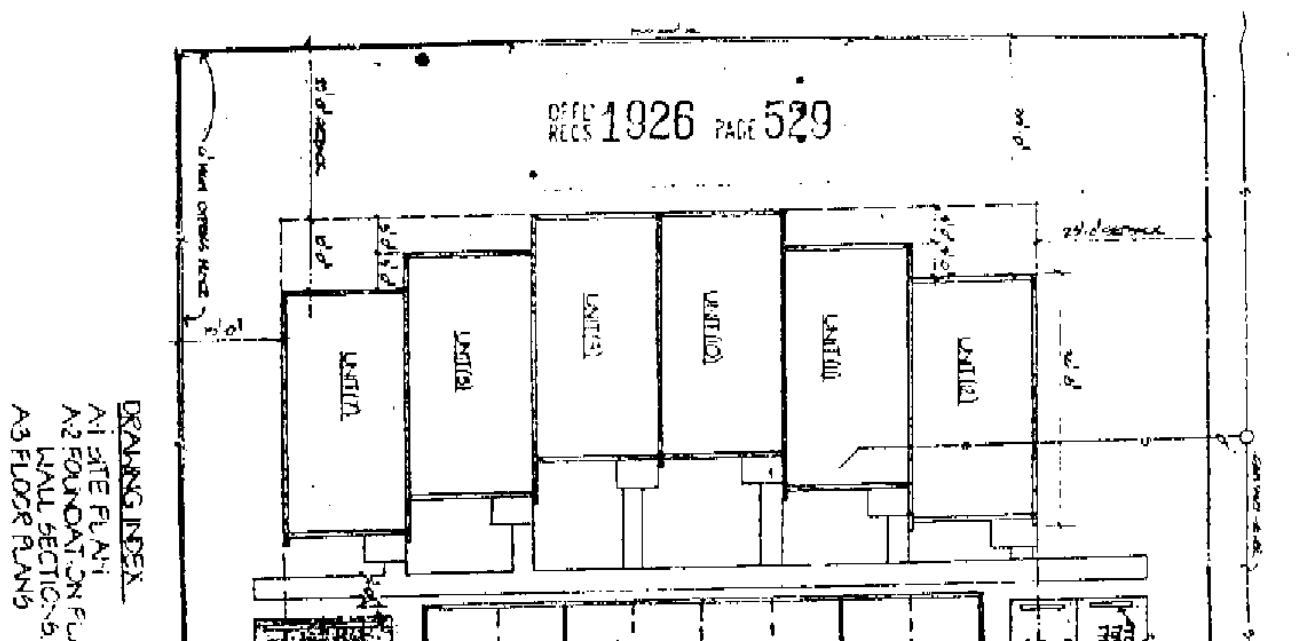
Job No 78-234

Certified correct to the best of my knowledge and belief:
BUCKNER REALTY AND SURVEYING, INC.
 By: C.A. Buckner Reg. Land Surveyor No. 1083
 C.A. Buckner Pres.

BUCKNER REALTY AND SURVEYING, INC.
EAU GALLIE, FLORIDA

SURVEYOR'S NOTE:
 THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE
 OF THE CLIENT FOR WHOM IT IS VALID ONLY WHEN
 IMBOSSED WITH THE SURVEYOR'S SEAL.

EXHIBIT "A-1"

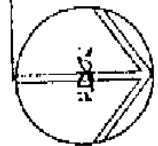


7

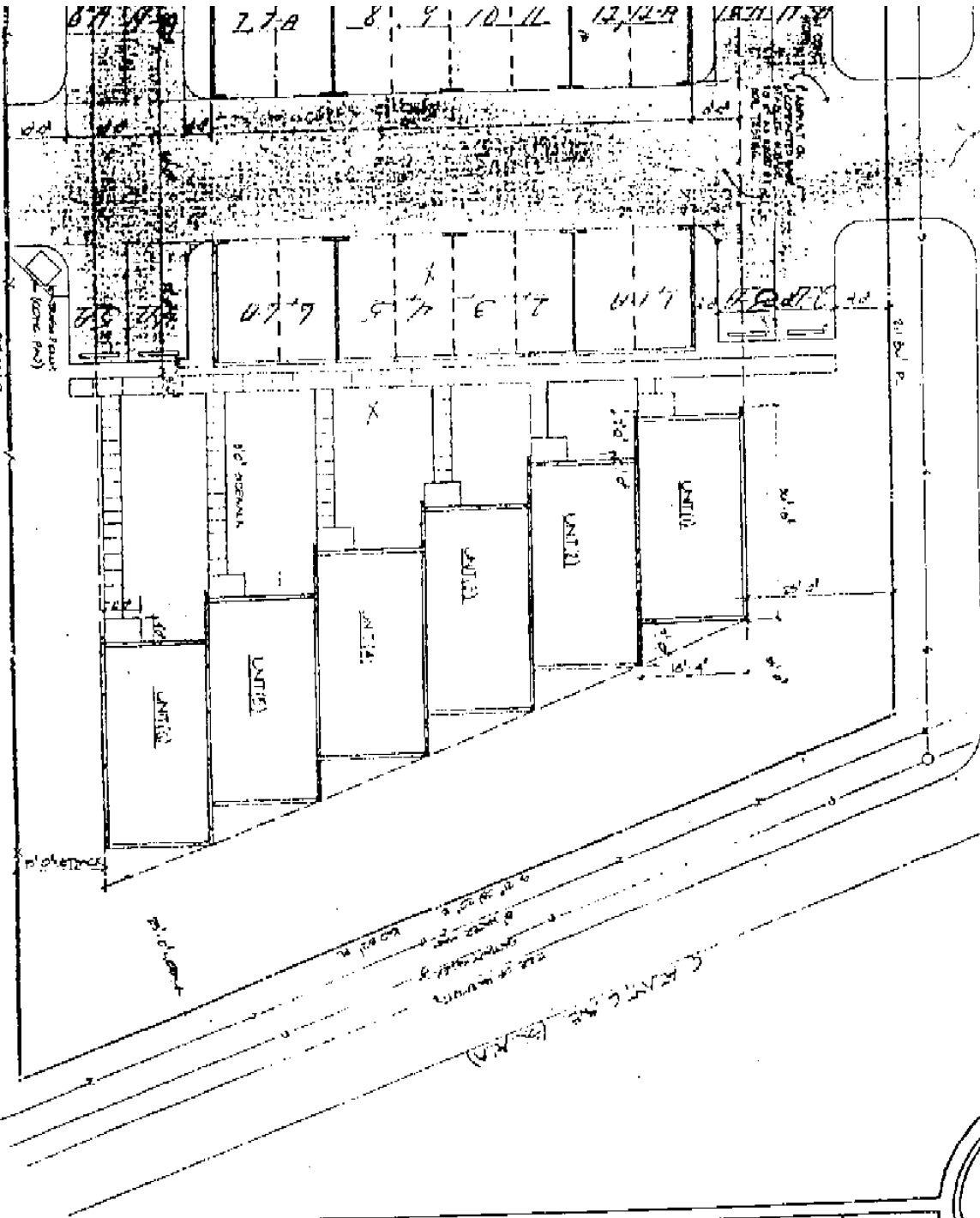
A5 ELEVATIONS, BLDG SECT SCHEDULES
 A6 HVAC ELECTRICAL PLUMBING
 A7 DATA SETS AND ELEVATIONS WALL SECTIONS
 A8 DRAINAGE SCHEDULE

57.2.2.1

1.0.0.0



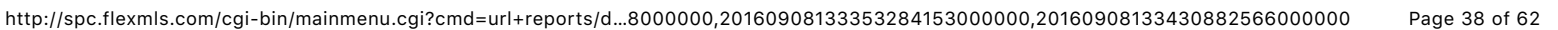
SET 13



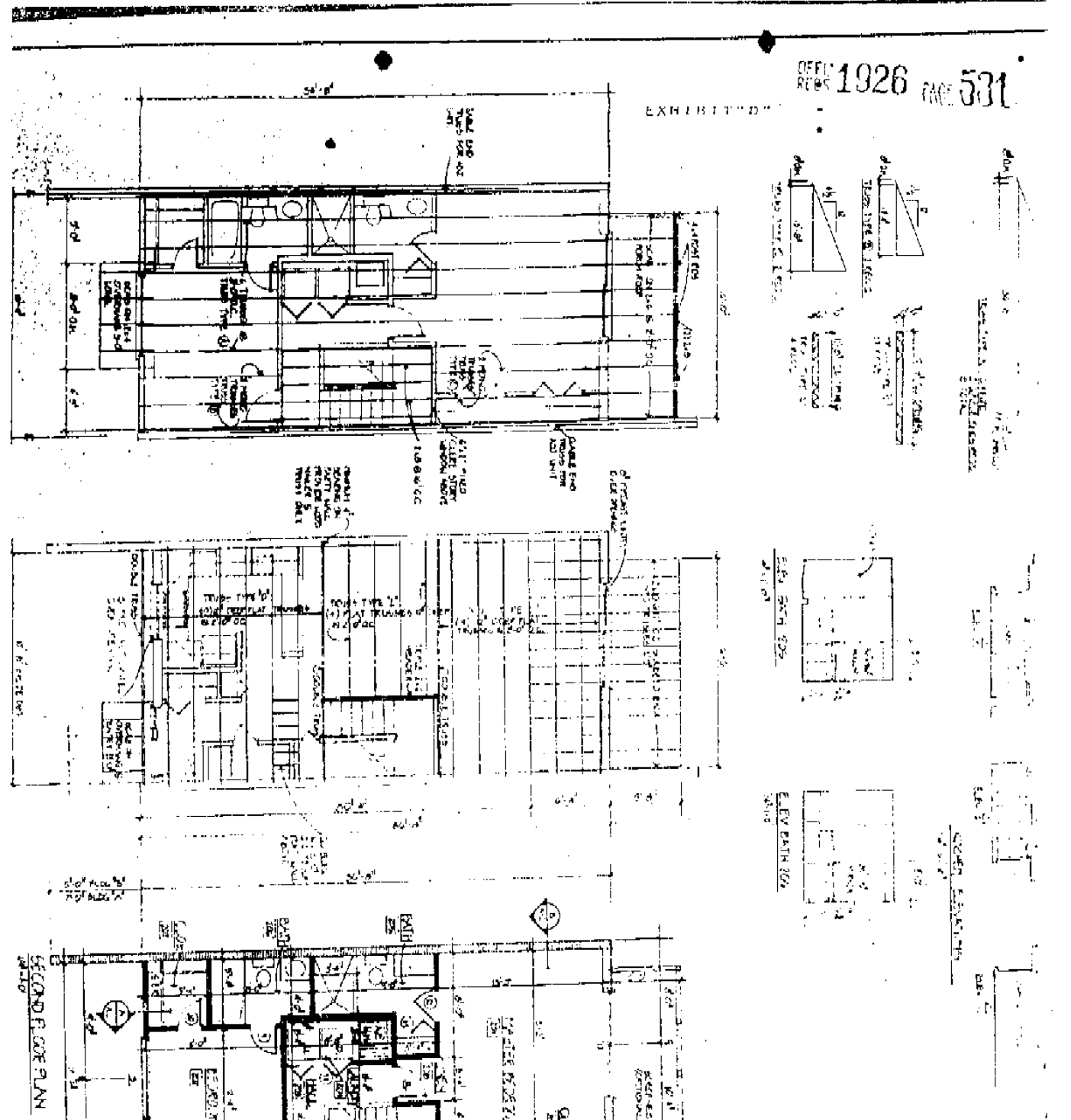
<p>A1</p>	<p>PEPPERTREE EAST TOWNHOMES A CONDOMINIUM FOR D&D CONSTRUCTION CO MELBOURNE BEACH FLORIDA</p>	<p>ATLANTIC ARCHITECTS GROUP, INC. 1000 N. W. 10th Ave. Suite 1000 Fort Lauderdale, FL 33304 (954) 561-1000 atlanticarchitects.com</p>
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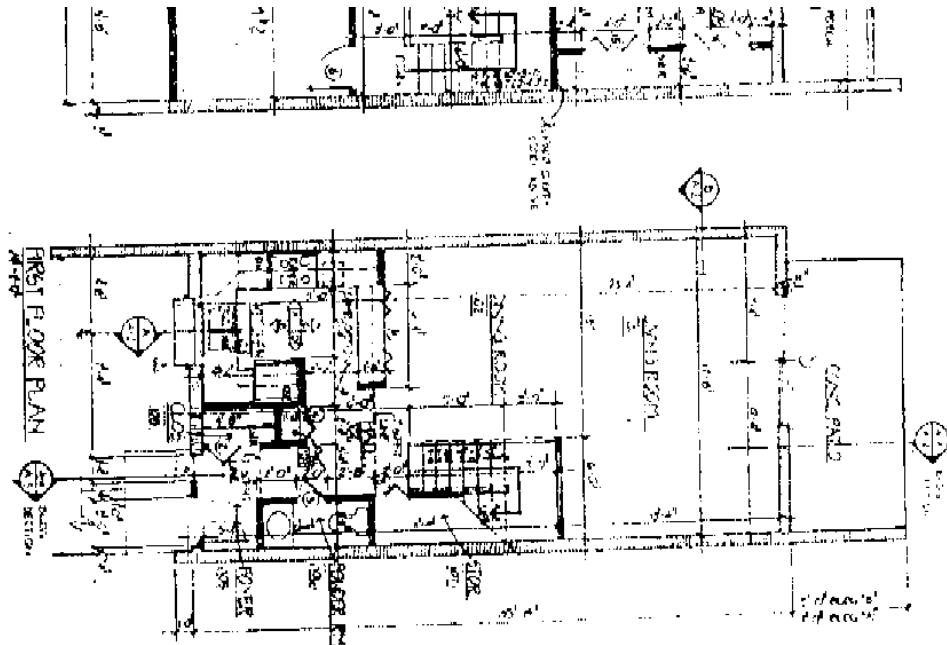
EXHIBIT "D"

OFFICIAL COPY



<p>PEPPERTREE EAST TOWNHOMES</p> <p>A CONDOMINIUM FOR D&B CONSTRUCTION CO</p> <p>MIAMI BEACH FLORIDA</p>				<p>ATLANTIC ARCHITECTS GROUP, INC.</p> <p>JAMES A. MACBEE ROBY A. SUMAN ROBERT J. DIAMOND</p> <p>547 15TH AVENUE N. ATLANTIC AVENUE 33000 (305) 755-5841</p>	
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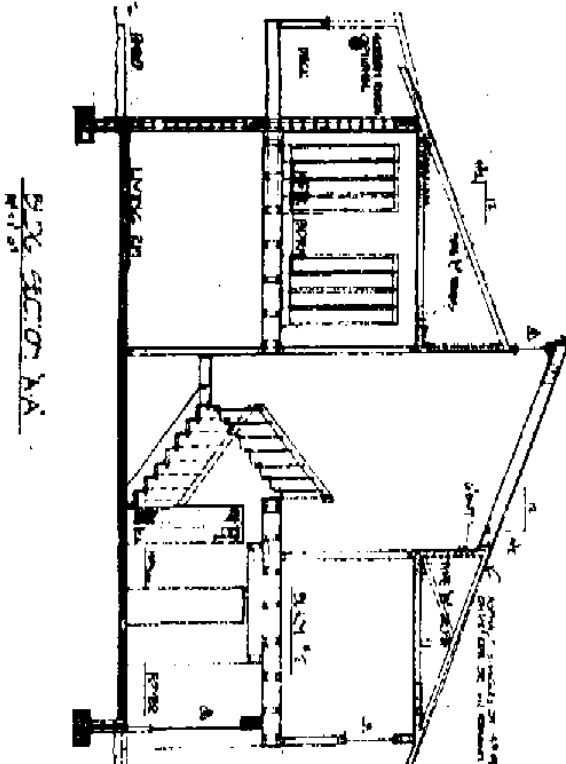


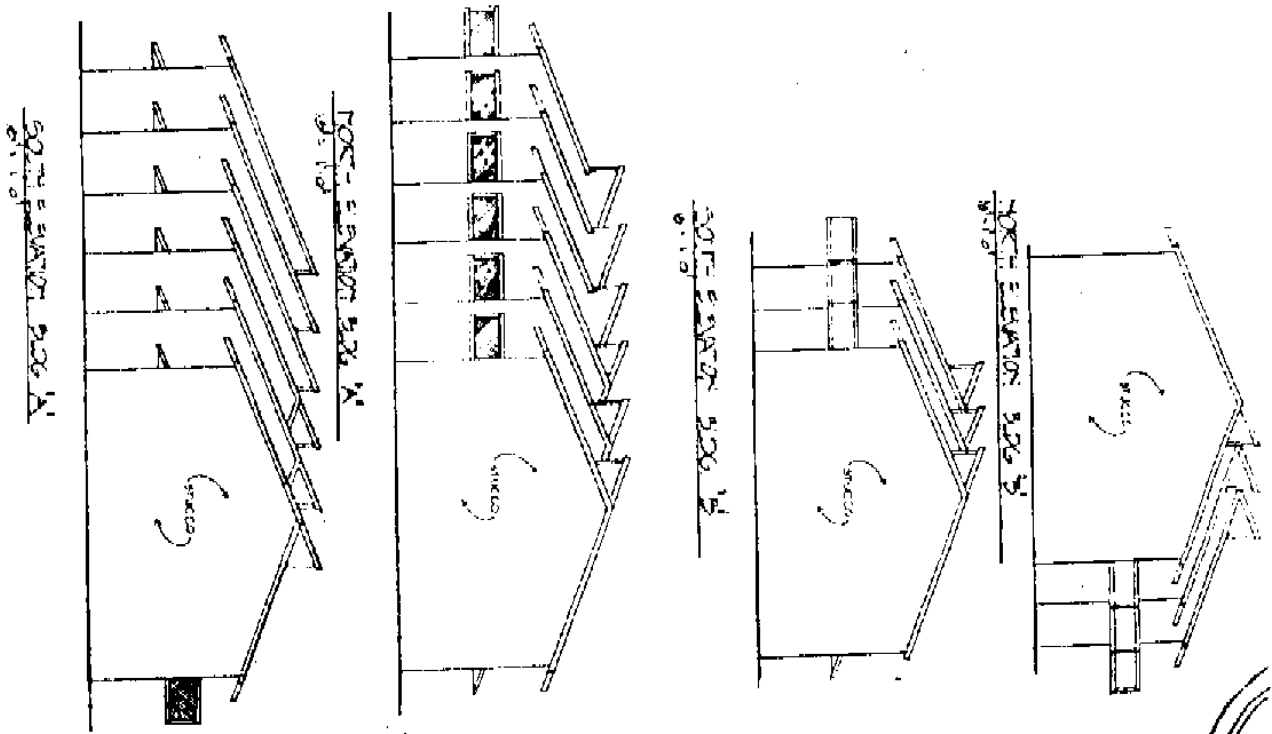


PEPPERTREE EAST TOWNHOMES A CONDOMINIUM FOR D&B CONSTRUCTION CO. MELBOURNE BEACH, FLORIDA		ATLANTIC ARCHITECTS GROUP, INC. 10000 BAYVIEW BLVD., SUITE 1000 BAYVIEW, FLORIDA 33414 (407) 255-0000	
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EXHIBIT "D"

DEAL 1926 PAGE 532



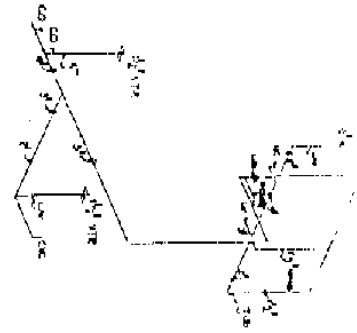
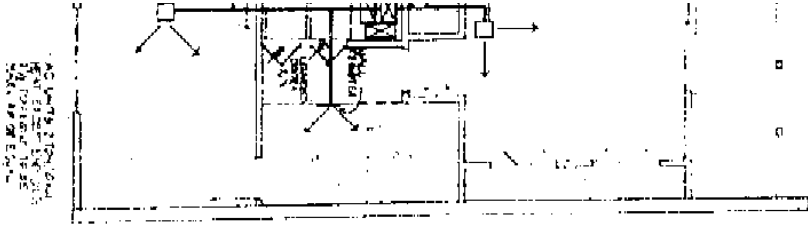
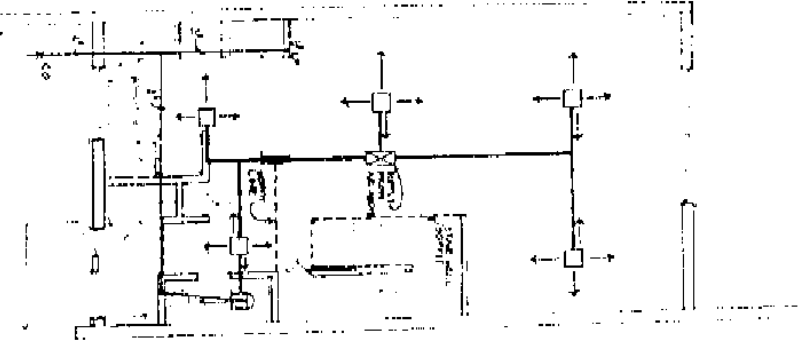
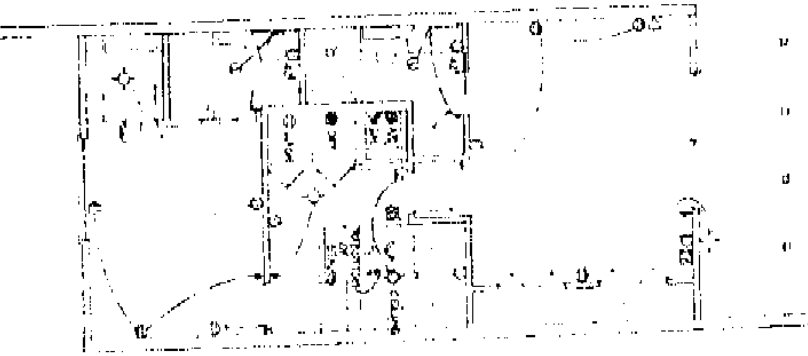
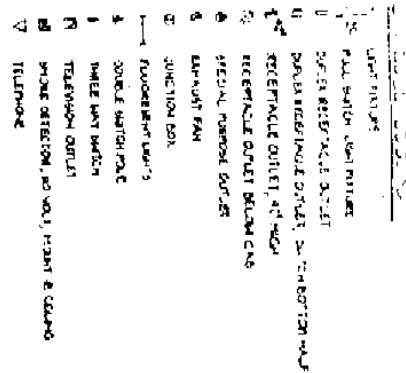
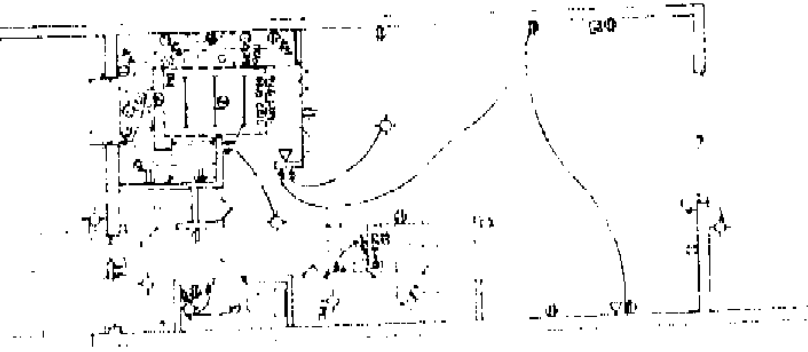


A5	300' X	ATLANTIC ARCHITECTS GROUP, INC. JAMES E. MERRILL MARY A. SUMAN ROBERT J. DIAMOND 1000 10TH AVENUE ATLANTIC ARCHITECTS GROUP 404.735.3441
	300' X	
	300' X	
	300' X	

DEPT 1926 PAGE 533

EXHIBIT "D"

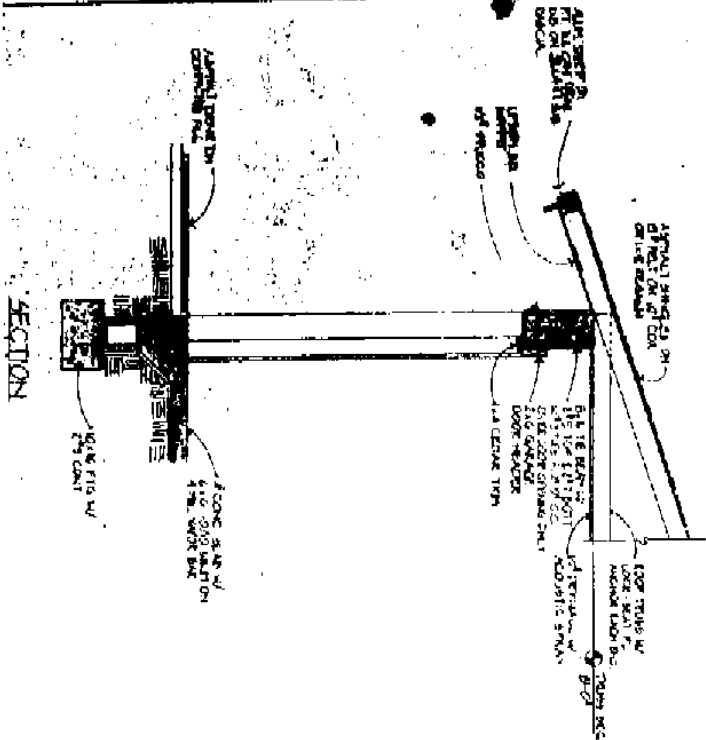


TYPICAL FLUMBING
RISER DIAGRAM1ST FLOOR PLAN2ND FLOOR PLAN3RD FLOOR PLAN, ELECTRICAL4TH FLOOR PLAN, ELECTRICAL

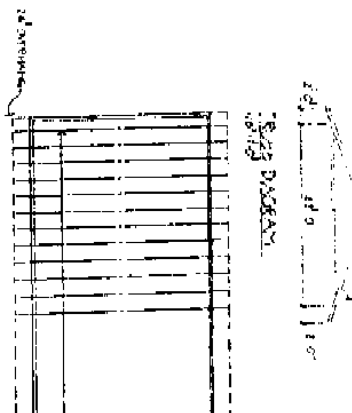
FRONT ELEVATION



NOTES



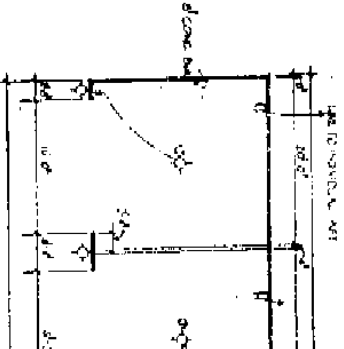
SECTION



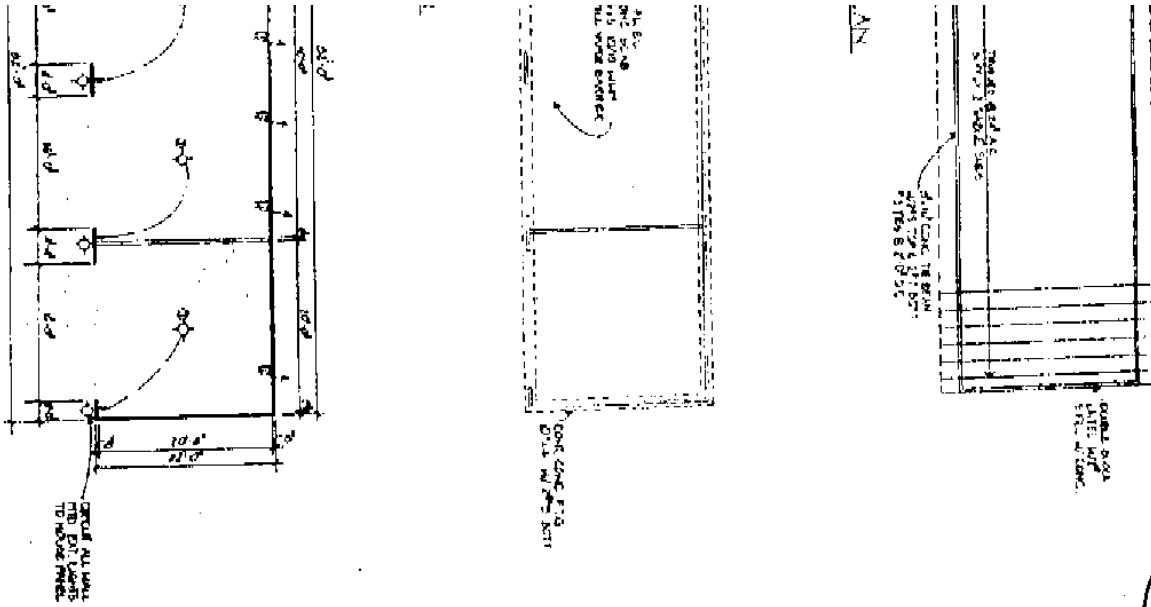
GRAND ROOF FRAMING
10-1-0



GARNET FOUNDATION PLAN
V.5.1-1-08



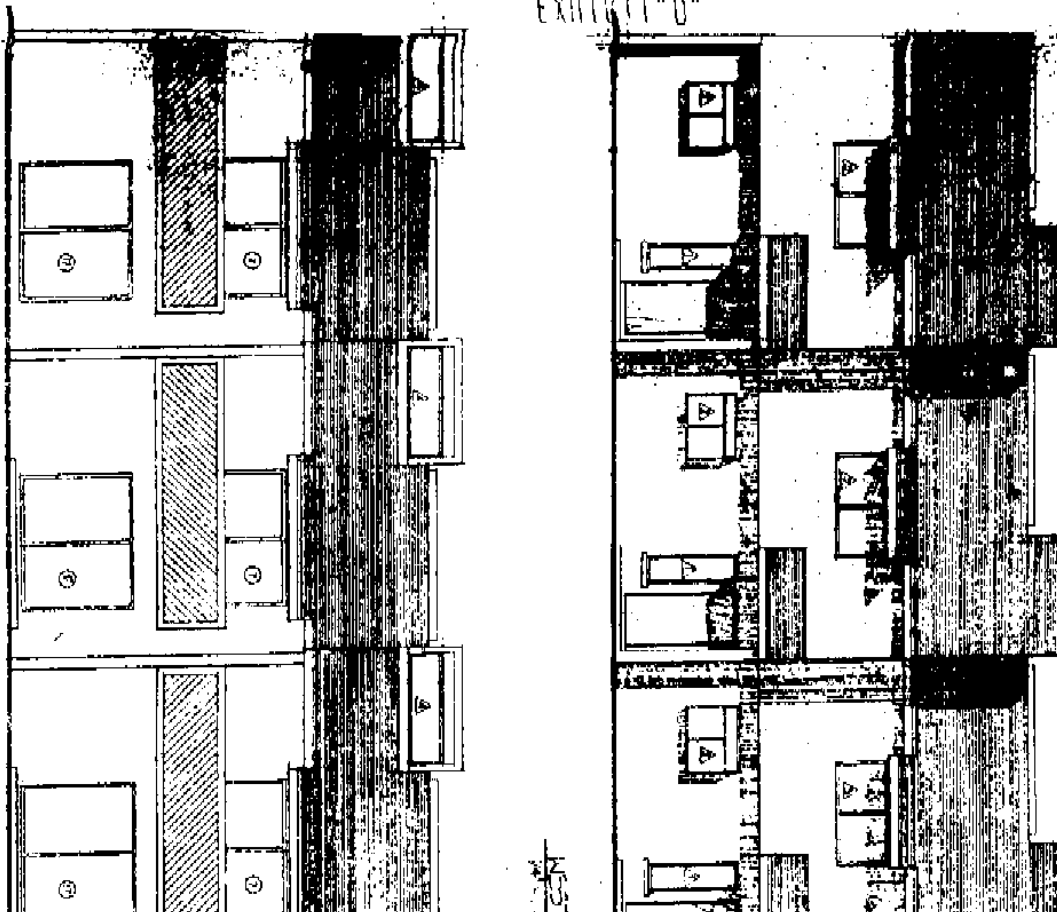
GARAGE FLOOR PLAN
10-1-40



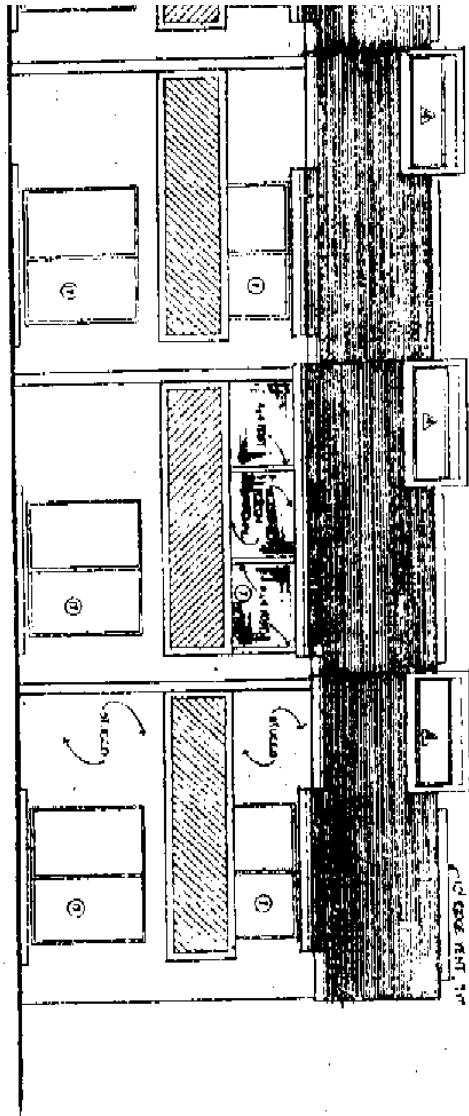
	PEPPERTREE EAST TOWNHOMES A CONDOMINIUM FOR D&D CONSTRUCTION CO FLORIDA	ATLANTIC ARCHITECTS GROUP, INC. principal architect 1401 14th Avenue, Suite 1000, Fort Lauderdale, FL 33304 (954) 575-1100
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REELS 1026 PAGE 535

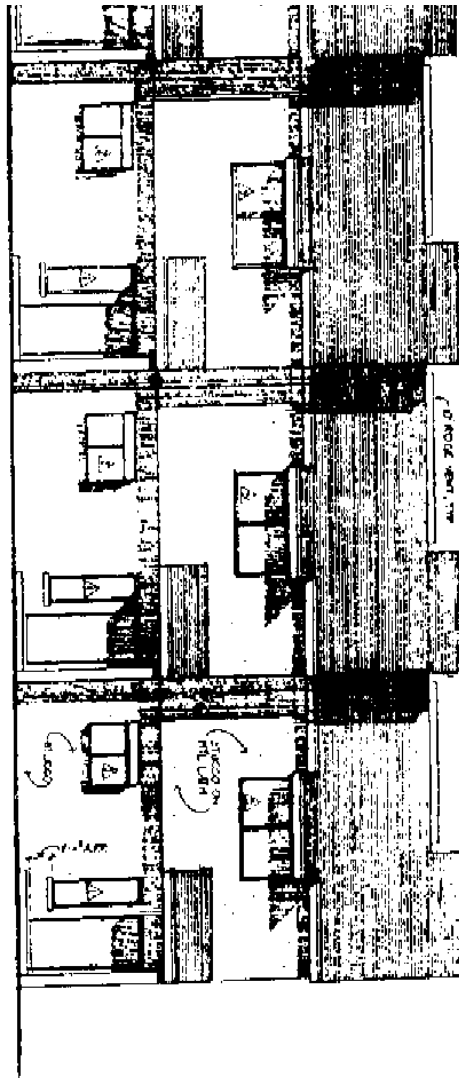
EXHIBIT "D"



SECTION (A-A)

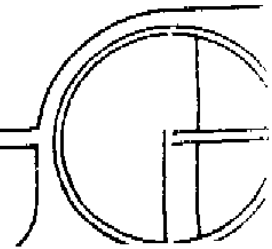


SECTION (B-B)



PEPPER TREE EAST TOWNHOMES
A CONDOMINIUM FOR D4D CONSTRUCTION CO.

ATLANTIC ARCHITECTS GROUP, INC.
james e. mitchell, principal architect
robert j. diamond, principal architect



OFF
RECS 1926 PAGE 536

EXHIBIT "E"

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Unit 1

1/12%

Unit 2	1/12%
Unit 3	1/12%
Unit 4	1/12%
Unit 5	1/12%
Unit 6	1/12%
Unit 7	1/12%
Unit 8	1/12%
Unit 9	1/12%
Unit 10	1/12%
Unit 11	1/12%
Unit 12	1/12%

OPEN 1926 PAGE 037

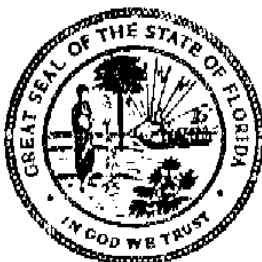
State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

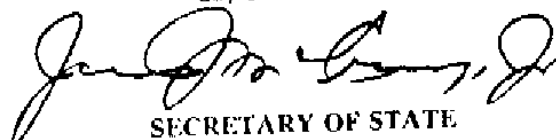
EXHIBIT "F"

I certify that the following is a true and correct copy of Articles of Incorporation of PEPPERTREE EAST CONDOMINIUM, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on July 26, 1978, as shown by the records of this office.

The charter number for this corporation is 743723.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
31st day of July, 1978.


SECRETARY OF STATE

CER 101 7 17-78

OFFICE
RECS 1926 PAGE 538APPROVED
AND
FILED
JUL 26 12 53 PM 1978
FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
PEPPERTREE EAST CONDOMINIUM, INC.
(A Corporation Not For Profit)

In order to form a corporation under and in accordance with the provisions of the laws 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:

ARTICLE I

The name of the proposed corporation shall be PEPPERTREE EAST CONDOMINIUM, INC., hereinafter referred to as "Association" or "Corporation".

ARTICLE II

The purposes and objects of the corporation shall be to administer the operation and management of a condominium to be established by CHARLES R. BOLLINGER and VIRGINIA K. BOLLINGER, hereinafter referred to as "Developer", the condominium apartment complex to be established in accordance with the laws of the State of Florida upon the following described real property situate, lying, and being in Brevard County, Florida, to-wit:

Lots 17,18,19,20; Block 34, Wilcox Plat of Melbourne Beach, as recorded in Plat Book 1, Page 58 of the Public Records of Brevard County, Florida, together with improvements thereon.

and to undertake the performance of the acts and duties incident to the administration of the operation and management of the condominium in accordance with the terms, provisions, conditions, and authorizations contained in these Articles, and which may be contained in the Declaration of Condominium which will be recorded in 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; and to own, operate, lease land and facilities of every

OFFICE RECS 1926 PAGE 539

nature. The Association shall make no distribution of income to its members, directors, or officers.

ARTICLE III

The powers of the Association shall include and be governed by the following provisions:

The Association shall have all of the common-law statutory powers of a corporation not for profit in conflict with the terms of these Articles.

The Association shall have all the powers and duties set forth in the Condominium Act, except as limited by these Articles and the Declaration of Condominium, and all the powers and duties reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time.

ARTICLE IV

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

1. The owners of all apartment units in the condominium shall be members of the Association and no other persons or entities shall be entitled to membership, except as provided in these Articles. The developer shall be deemed owner for all purposes for each apartment unit to which the developer holds a fee ownership interest.

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

ARTICLE V

The corporation shall have perpetual existence.

OFFICE RECS 1926 PAGE 540

ARTICLE VI

The principal office of the corporation shall be located at 101 N. Shannon Avenue, Indialantic, Florida, 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.

ARTICLE VII

These articles of Incorporation may not be amended except by majority vote of the members of the Association.

The By-Laws of the Corporation may be made, altered, or rescinded by the members of the Association and by no one else.

ARTICLE VIII

The affairs of the Corporation shall be administered by the following officers:

President	William R. Black
Vice President	Charles R. Bollinger
Secretary	Kathleen M. Perry

and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium, and the affairs of the 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.

ARTICLE IX

The affairs of the corporation shall be managed by the

members of members of the first Board

Board of Directors. The number of members of Directors of the corporation shall be three (3). The number of succeeding Boards of Directors shall be composed of twelve (12) members as provided from time to time by the By-Laws of the corporation, and may be increased or decreased as authorized by the laws of the State of Florida. The members of the corporation shall approve the twelve (12) members of the Board of

-3-

OFFICE RECS 1926 PAGE 541

Directors as appointed by each of the apartment units.

The Directors named in these Articles will serve until the first election of directors and any vacancies in their number occurring before the first election will be filled by the remaining directors. Notwithstanding the foregoing, the first appointment of Directors by the apartment unit owners will not be held until after the Developer has closed the sales of all the condominium units in the Condominium established by it upon the lands described in Article II hereof, or until it elects to terminate its control of the Association, or until it elects to terminate its control of the Association, or until January 1, 1981, whichever first occurs.

ARTICLE X

The names and post office addresses of the first Board of Directors, who, subject to the provisions of these Articles, By-Laws, and the laws of the State of Florida, shall hold office for the first years of the Corporation's existence, or until their successors are elected and have qualified, are as follows:

NAME

ADDRESS

William R. Black 60 Miami Avenue, Indialantic, Florida
Charles R. Bollinger 101 N. Shannon Av, Indialantic, Florida
Kathleen M. Perry 90 Miami Avenue, Indialantic, Florida

ARTICLE XI

Notwithstanding the foregoing provisions of these Articles, no amendment or amendments to these Articles shall abridge, amend or alter the provisions hereof, may be adopted or become effective without the prior written consent of CHARLES R. BOLLINGER.

ARTICLE XII

The name and address of the resident agent of this corporation is as follows:

CHARLES R. BOLLINGER 101 N. Shannon Ave., Indialantic, Florida

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seal this 20 day of July 1978.

-4-

OFFL
RECS 1926 PAGE 542

William R. Black
WILLIAM R. BLACK

Charles R. Bollinger
CHARLES R. BOLLINGER


Kathleen M. Perry
KATHLEEN M. PERRY

STATE OF FLORIDA
County of Brevard

country of _____

BEFORE ME personally appeared CHARLES R. BOLLINGER,
WILLIAM R. BLACK, and KATHLEEN M. PERRY, to me well known
and known to me to be the persons described in and who executed
the foregoing instrument, and they acknowledged to and before
me that they executed said instrument, Articles of Incorporation,
for the purposes therein expressed.

WITNESS my hand and official seal this 20 day
of JULY, 1978.


NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 3, 1980
Bonded By American Fidelity & Casualty Company

- 5 -

DEF 1020

RECS 1020 PAGE 043

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said act:

First - That PEPPERTREE EAST CONDOMINIUM, INC.

DESIRING to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Indialantic, County of Brevard, State of Florida has named CHARLES R. BOLLINGER located at 101 N. Shannon Ave City of Indialantic, County of Brevard State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (Must Be Signed by Designated Agent)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping said office open.

BY: Charles R. Bollinger
CHARLES R. BOLLINGER
(Resident Agent)

Corp-83

2-16-72

OFFER
RECS 1926 PAGE 544

EXHIBIT "G"

BY-LAWS

OF

PEPPERTREE EAST CONDOMINIUM, INC.

(A Corporation Not For Profit)

1. IDENTITY

These are the By-Laws of the PEPPERTREE EAST CONDOMINIUM, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the offices of the Secretary of State the

PEPPERTREE EAST CONDOMINIUM, INC., hereinafter called "Association" or "Corporation", has been organized for the purposes of administering the operations and management of the condominium apartment project established or to be established in accordance with the "Condominium Act of the State of Florida", by CHARLES R. BOLLINGER and VIRGINIA K. BOLLINGER, his wife, hereinafter called "Developer", upon the lands described in said Articles of Incorporation, situate, lying, and being in Brevard County, Florida. It is anticipated that there will be one condominium which will be established by said corporation on such land.

(a) The provisions of these By-Laws are applicable to said condominium and the terms and provisions hereof are expressly subject to the effects of the terms, provisions, conditions, and authorizations contained in the Articles of Incorporation, and which may be contained in the Declaration of Condominium which is to be recorded in the Public Records of Brevard County, Florida. The terms and provisions of said Articles of Incorporation and Declaration of Condominium are to be controlling when the same may be in conflict herewith.

(b) All present or future owners, tenants, future tenants, or their employees, or any other persons that might use said condominium or any of the facilities thereof in any manner are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.

(c) The mere acquisition or rental of any of the family units (hereinafter referred to as "Units") of the project or the mere act of occupancy of any of said units will signify that these By-Laws, Charter provisions, and regulations in the Declaration of Condominium are accepted, ratified, and will be complied with.

(d) The fiscal year of the Association shall be the calendar year.

(e) The "seal" of the Association shall bear the name of the Association, the word "Florida", the words, "a corporation not for profit", and the year 197 .

(f) The office of the Association shall be at

(g) Anything in these By-Laws to the contrary notwithstanding, the said By-Laws shall not become applicable or effective, insofar as the management of the condominium project is concerned, until actual management of the condominium project is delivered and turned over to this non-profit corporation; the management

OFFICE
RECS 1926 PAGE 545

of said condominium project being vested in the Developer until a turnover is perfected, which shall be no later than January 1, 1980. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing, shall collect all assessments, the same being payable to the Developer during this interim.

2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

(a) The qualifications of members, the manner of their admission to membership, and termination of such membership, and the voting by members, shall be as set forth in Article IV of Articles of Incorporation of the Association; the provisions of which Article IV of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum of members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. Joinder of members in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such persons, for the purpose of determining a quorum.

(c) The votes of the owners of an apartment unit owned by more than one (1) person or by any corporation or other entity, shall be cast by the person named in the written notice signed by all of the owners of the apartment until filed with the Secretary of the Association; and such written notice shall be valid until revoked by subsequent written notice. If such written notice is not on file or not produced at the meeting, the votes of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose.

(d) Any units owned by the Association shall not be entitled to a vote as a member or be considered in determining requirement for a quorum, nor for any other purpose.

(e) Any vote may be cast in person or by proxy. Proxies shall be valid only for a particular meeting designated thereon, and must be filed with the Secretary before the appointed time of the meeting.

(f) Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of the Association's meeting, shall be the same person who would cast the vote of such owner if in an Association meeting.

(g) Except that where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called member's meeting at which a quorum is present will be binding for all members.

(h) Meeting of the Board of Administration shall be open to all unit owners and notices of meetings shall be posted 48 hours in advance of said meeting, except for emergencies.

-2-

OFFICE 1926 PAGE 546
RECS

3. BOARD OF DIRECTORS AND OFFICERS

(a) The Board of Directors shall be made up of

twelve (12) members, each apartment unit to be entitled to have one of its residents as a Director, said Director to be determined by residents of said apartment unit.

(b) Each Director duly elected at the first annual meeting of the members, and at each annual member's meeting thereafter shall serve the term of one (1) year or until his successor is duly elected.

(c) The organization meeting of the 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, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

(d) The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board.

(e) Upon an affirmative vote of a majority of the Board of Directors, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors or any special meeting of the Board called for such purpose.

(f) Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors but at least six bi-monthly meetings shall be held during each calendar year. Notice of regular meetings shall be given to each Director, either personally, by mail, telephone or telegram, at least ten (10) days prior to the day named for such meeting unless notice is waived.

(g) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of two Directors. Not less than three days' notice of a meeting shall be given to each Director, personally by mail, telephone or telegram, which notice shall state the time, place, and purpose of the meeting.

(h) Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be waived of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

(i) a quorum of a Directors meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board, namely seven (7). The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute an act of the Board of Directors except as specifically otherwise provided in the Articles of Incorporation, By-Laws, or Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of Directors required to constitute a quorum for particular purposes has not

-3-

OFFICE RECS 1926 PAGE 547

attended, whenever the latter percentage of attendance may be required, Directors who are present may adjourn the meeting from time to time, until a quorum or required percentage of attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(j) The presiding officer of Directors meetings shall be the President. In the absence of the President, the Vice-President shall preside.

(k) Directors's fees, if any, shall be determined by the members.

(l) All the powers and duties of the Association shall be exercised by the Board of Directors, including all those existing under the common law and statutes, Articles of Incorporation of the Association, these By-Laws, and the Declaration of Condominium; such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws, and the Declaration of Condominium and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy, and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

(ii) The maintenance, repair, replacement, operation of management of the condominium wherever the same is required to be done and accomplished by the Association for the benefit of its members.

(iii) Reconstruction of improvements after casualty, and further improvement of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in the condominium, so long as such regulation or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium.

(v) To approve or disapprove proposed purchasers and lessees of apartment units in the manner specified in the Declaration of Condominium.

(vi) To acquire, operate, lease, manage and otherwise trade and deal with the property, real and personal, including apartment units of the condominium, as may be necessary or convenient in operating and managing the condominium, and in accomplishing the purposes set for in the Declaration of Condominium.

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

-4-

OFFICE
RECS 1926 PAGE 548

(viii) To enforce by legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and any regulations hereinafter promulgated governing the uses of the property in the condominium.

(ix) To pay all taxes and assessments which are liens against any part of the condominium other than the apartment units and the appurtenances thereto, and to assess the same against the members of their respective apartment units subject to such liens.

(x) To carry insurance for the protection of the members and the Association against casualty and liability.

(xi) To pay all costs of power, water, sewer, and other utility services rendered to the condominium and not billed to the owner of the separate apartment units; and

(xii) To employ personnel to perform the services required for proper administration of the Association.

(m) The undertaking and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

4. OFFICERS.

(a) The principal officers of the Association shall be President, Vice-President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an assistant Treasurer, an assistant Secretary and such other officers as in their judgement may be necessary.

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

(c) The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall, from time to time, be imposed upon him by the Board of Directors.

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