

DECLARATION OF CONDOMINIUM,
RESTRICTIONS, RESERVATIONS,
COVENANTS, CONDITIONS AND EASEMENTS

OF

BARBIZON
A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM, Restrictions, reservations, covenants, conditions and easements, made this 18TH day of OCTOBER, 1976, by FREEDOM CENTER, INC., a corporation chartered under the laws of the State of Florida, hereinafter called the "Developer", for itself, its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns.

W I T N E S S E T H :

THAT WHEREAS, the Developer is the owner of the following described real property located in Brevard County, Florida, to-wit:

Those certain lands as shown on the survey sketch attached hereto and more particularly described as:

A portion of Lots 2, 3, 12 and 13, Block 5, Cape Canaveral Beach Gardens Unit No. 2, as recorded in Plat Book 17, Page 82, Public Records of Brevard County, Florida

The Developer has had the above described property surveyed consisting of one two-story building complex consisting of 30 living units numbered 1 through 30 inclusive. The remaining part of the above described lands which is not within any living unit shall be known as Lot "Common", and shall be the "common property" or "common elements", and

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WHEREAS, the Developer desires to submit the above described real property and the improvements to be constructed thereon to condominium ownership and use pursuant to Chapter 711, Florida Statutes 1971, hereinafter called "The Condominium Act"; and

WHEREAS, all the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof except, however, if Developer shall convey all of the property designated as BARBIZON, a condominium, to a corporate grantee, then and in any such event, said immediate grantee shall be considered as Developer herein for all intents and purposes. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Property as herein defined.

NOW, THEREFORE, the said FREEDOM CENTER, INC., a corporation chartered under the laws of the State of Florida, hereby makes the following declarations, restrictions, reservations, covenants, conditions and easements:

1. That certain real property located in Brevard County, Florida, described above, together with the improvements constructed thereon, is hereby submitted to condominium ownership and use.

2. The name by which the condominium is to be identified shall be, BARBIZON, A CONDOMINIUM.

3. The terms used in the Declaration and in the Exhibits thereto shall have the meanings stated in Section 711.03 Florida Statutes 1971, and as follows:

(A) "Association" shall mean BARBIZON CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the laws of the State of Florida, and its successors.

(B) "Common expenses" shall include:

(1) (a) Expenses of Administration;

(b) Expenses of maintenance, operation, repair or replacement of the common elements and any portions of the units to be maintained by the Association;

(c) Expenses of maintaining and operating any other property or improvements in which the Association owns an interest and which property or improvements are reasonably related to the operation of the Condominium; and

(d) Reasonable reserves for replacement of the items set forth in subparagraphs (b) and (c) of this paragraph 3(B)(1).

(2) Expenses declared to be common expenses by the provisions of this Declaration or by the Bylaws of the Association.

(3) Any valid charge against the Condominium property as a whole.

4. The Condominium is described as follows:

(A) A survey and plot plan of the land locating and showing the improvements to be constructed thereon is recorded in Map Book _____, Pages _____, inclusive.

(B) Each of the condominium units is composed of dwelling units as designated and shown on Exhibit "A" as recorded in Map Book _____, Pages _____, inclusive, Public Records of Brevard County, Florida, but where there is attached to the building a balcony, loggia, terrace, canopy, stairway, or other portion of the building serving only the unit being bounded, the boundary of such unit shall be deemed to exclude all of such structures and any fixtures thereon. Each unit is and shall continue to be identified by number as shown on said Exhibit "A" so that no unit bears the same designation as does any other unit. As reflected on Exhibit "A", each unit shall consist of all spaces and improvements lying between the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and below the undecorated and/or unfinished inner surfaces of the ceilings of each dwelling unit, and further including all spaces and improvements lying between the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further including all pipes, ducts, wires, conduits, and other facilities running through any interior wall or partition for the furnishing of utility services to individual units and common property. All property included in this condominium which is not within any living unit shall be deemed common property or common

elements, and has been designated as Lot "Common", and hereafter the term "common property" or "common elements" shall include and be synonymous with Lot "Common".

(C) The common elements shall include the land and all other parts of the condominium not included within the units.

5. Such easements are reserved throughout the Condominium property as may be required for utility services needed to serve the condominium adequately. All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over stairs, terraces, balconies, walks and other common property from and to the parking areas and public streets bounding BARBIZON, a condominium, and a perpetual right or easement, in common with all persons owning an interest in any unit in BARBIZON, a condominium, to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to utilities as they now exist) located in the common property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter exist caused by settlement or movement of the building and encroachments shall continue until such encroachment no longer exists.

All units and the common property shall be subject to a perpetual easement in gross being granted to BARBIZON CONDOMINIUM ASSOCIATION, INC., and its successors for ingress and egress for

the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

6. The owner of each unit shall own a share and certain interests in the common elements, which share and interests are appurtenant to his unit, including the following items:

(A) An undivided share in the common elements which shall be the percentage interest set forth and assigned to each unit in that certain schedule which is attached hereto and marked Exhibit "B".

(B) Membership in the Association, and an undivided share in the funds and assets held by the Association which share shall correspond to the percentage interest assigned to each unit as set forth in Exhibit "B".

(C) The common elements include parking spaces for automobiles of the unit owners and their guests. Parking spaces will not be assigned, but will be available for use pursuant to the regulations of the Association; provided, however, that in no event shall said regulations provide less than one parking space per unit.

7. Each unit owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements and common surplus appurtenant to its unit.

8. The operation of the condominium shall be by BARBIZON CONDOMINIUM ASSOCIATION, INC., a corporation not for profit

organized under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

(A) A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C", and by this reference made a part hereof.

(B) The Bylaws of the Association shall be the Bylaws of the condominium. A copy of said Bylaws is attached hereto as Exhibit "D" and by this reference made a part thereof.

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

(D) There shall be a total of thirty (30) votes to be cast by the owners of the condominium units. Such votes shall be apportioned as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be

entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner", as used herein, shall be deemed to include the Developer.

(E) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association consisting of five (5) members, who are all to be elected annually by the members entitled to vote. Each director shall be the owner of a condominium unit (or partial owner of a condominium where such unit is owned by more than one individual), or if a unit is owned by a corporation, any duly elected officer or officers of an owner corporation may be elected a director or directors.

(F) Notwithstanding the duties of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by other unit owners or persons.

(G) A member's share in the funds and assets held by the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

9. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and/or improvement, shall be as follows:

(A) Units

- (1) The Association shall maintain, repair and replace, at the Association's expense, all portions of a unit, except interior surfaces, contributing to the support of the building containing said unit, which portions shall include, but not be limited to the outside walls of the building and all fixtures on its exterior, boundary walls of the unit, floor and ceiling slabs, load-bearing columns and load-bearing walls, all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of the unit maintained by the Association, and all such facilities contained within the unit which service a part or parts of the condominium other than the unit within which contained. All incidental damage caused to a unit by such work shall be repaired promptly at the expense of the Association.
- (2) A unit owner shall maintain, repair and replace at his expense all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his unit and which may now or hereafter be situated in his unit. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all interior wall, exterior doors, windows, ceiling and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place or maintain in his unit. Wherever the maintenance, repair and replacement of any items for which the owner of a unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such unit be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the

applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. No unit owner or resident of the Condominium shall paint, decorate or otherwise change the appearance of any portion of the exterior of any building without the written consent of the Association and consent of the mortgagees of record. Each unit owner shall promptly report to the Association any defect or need for repairs for which the Association is responsible.

- (3) Except as hereinbefore reserved to Developer, no alteration or addition shall be made to any portion of a unit or building which is to be maintained and repaired by the Association, without first obtaining the written approval of all owners whose units are to be affected and the approval of the Board of Directors of the Association. A copy of plans for any such alteration or addition prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to commencement of the work.

(B) Common Elements

- (1) The maintenance and operation of the common elements and any other property or improvements in which the Association owns an interest shall be the responsibility of the Association.
- (2) There shall be no alteration or further improvement of said common elements without prior written approval of the owners of not less than fifty percent (50%) of the common elements. No such alteration or improvement shall interfere with the rights of any unit owner without his consent. No assessment for the cost of any such work shall be levied against any institution investor which acquires title as a result of owning a mortgage upon a Condominium parcel, regardless of whether title is acquired by deed from the mortgagor or through foreclosure proceedings, unless such owner shall approve

the alteration or improvement in writing. The portion of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to the total common elements less the part owned by the institutional investor or investors.

To facilitate and carry out the obligations of the Association for maintenance, repair and replacement as set forth in this Paragraph 9, there is reserved unto the Association the right to enter in and upon any unit at any reasonable time.

10. The making and collection of assessments against unit owners by the Association for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

(A) 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 the common property, and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, if any, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

(B) The portion of the total regular annual assessment for each fiscal year assessed against each unit (and the

interest in Lot "Common" appurtenant thereto), and all members owning an interest in each unit, (except there shall be no assessment against a unit owned by the Association which is being used or to be used as the Condominium Manager's unit) shall be a sum equal to the percentage that each unit bears to the common elements as set forth in Exhibit "B" and his share in the common surplus shall be a like percentage.

(C) After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12th) of the annual assessment shall be due and payable in advance to the Association on the first day of each month regardless of whether or not members are sent or actually receive a written notice thereof. In addition, the Association shall have the power to levy special assessments against each unit, if necessary, to cover special expenses and shall have the power to levy other special assessments as provided herein which shall be on a percentage basis hereinabove provided.

(D) The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after

their due date, BARBIZON CONDOMINIUM ASSOCIATION, INC., may elect to declare all past due installments of maintenance and all installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the Association shall have the right to foreclose its lien for such assessments.

(E) 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.

(F) The Association shall have a lien on each condominium parcel (the term "Condominium Parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida, of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of

Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced. In the event any legal proceedings are instituted to foreclose a lien for assessments, the Association upon bringing such proceedings shall be entitled as a matter of right to the appointment of a receiver, who shall be entitled immediately to take possession of said unit under the supervision of the Court conducting the foreclosure proceeding, and in the event the receiver allows the owner of the unit to remain on the subject property, the owner shall pay a reasonable rental for the unit to the receiver for the benefit of the Association and the owner, said rental to be applied first to the payment of delinquent assessment, Court costs, attorneys' fees and to any mortgagee of record to the extent deemed necessary to cure any delinquency or default, and any other fees,

and then to the owner.

(G) As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purpose of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association, insurance company or real estate investment trust authorized to transact business in the State of Florida. Upon the recordation of the Certificate of title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for assessments due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

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

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

(J) The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform and shall in no event exceed six (6) months' assessment.

(K) Anything in this Declaration or its exhibits to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto shall not become applicable or binding insofar as the management of the condominium or the levying of assessments is concerned (except for the non-liability of institutional first mortgagees for past due assessments, as set forth in Paragraph 10 (G), until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than December 31, 1976; provided, however, if on said date the Developer has not deeded to individual purchasers more than eighty percent (80%) of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage

of condominium parcels have been deeded to individual purchasers. While the Developer shall retain management of the condominium project, it shall collect all assessments, the same being payable to the Developer during this interim, and the Developer shall be assessed on unsold units only for that part of the common expenses for maintenance and operations which are in excess of the sums collected by assessments against the owners of other units. During this interim the Developer will not be liable for any accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments and interest thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

11. The use of the condominium property and other property and improvements in which the Association owns an interest shall be in accordance with the following provisions so long as the condominium exists and the buildings containing the condominium units remain in useful condition upon the land:

(A) Each of the units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. Except as hereinbefore reserved to Developer, no unit may be divided or subdivided into a smaller unit, nor any

portion thereof sold or otherwise transferred without first amending this Declaration as hereinabove provided to show the changes to be effected in the units. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall be conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an interest in the entire area described as Lot "Common". The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Property under the laws of the State of Florida as it exists now or hereinafter until this condominium project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one integral unit subject to the written consent of any institutional mortgagee having an interest therein. All assessments and voting rights, however, shall be calculated as if

such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are units used as one.

(B) The common elements and any property in which the Association owns an interest shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment and use of the residents of the condominium.

(C) No nuisances shall be allowed or permitted upon the condominium property or any property in which the Association owns an interest, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the condominium property or any property in which the Association owns an interest by the residents thereof be allowed or permitted. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed or permitted to exist. No unit owner shall make or permit any use of his unit or make or permit any use of the common elements or any property in which the Association owns an interest which will increase the cost of insurance on the property.

(D) No immoral, improper, offensive or unlawful use shall be made of the condominium property or any property in which the Association owns an interest, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental

bodies having jurisdiction shall be observed.

(E) After approval by the Association as hereinafter required, units may be rented, provided the occupancy is only by a single family, and provided further that all requirements of Paragraph 11 above are met. No rooms or parts of a unit may be rented, and no transient tenants may be accommodated.

(F) Reasonable regulations concerning the use of the condominium property and other property in which the Association owns an interest may be made and amended from time to time by the Association in the manner provided in its Articles of Incorporation and Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners, mortgagees of record and residents of the condominium upon request.

(G) Until Developer has completed all of the contemplated improvements and closed the sales of all the units in the condominium, neither the unit owners, contract purchasers nor the Association, shall interfere with the completion of the contemplated improvements or the sale of the units. Developer may make such use of any unsold units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, display of signs, and storage of materials.

12. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer

shall be subject to the following provisions as long as the condominium exists and the buildings containing the condominium units remain in useful condition upon the land, which provisions each unit owner covenants to observe:

(A) Transfers subject to approval:

- (1) No unit owner may dispose of a unit or any interest in a unit by sale without approval of the Association except to his or her spouse or another member of the Association.
- (2) No unit owner may dispose of a unit or any interest in a unit by lease without approval of the Association except to his or her spouse or another member of the Association.
- (3) If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.
- (4) If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.
- (5) If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

(B) The approval of the Association that is required for the transfer or ownership of units shall be obtained in the following manner:

(1) Notice to Association.

- (a) A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the Association notice of such intention in writing, together with the name and address of

the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

- (b) A unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.
 - (c) A unit owner who has obtained his title by gift, devise or inheritance or any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
 - (d) If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.
- (2) Certificate of approval.
- (a) If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or

disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Brevard County, Florida, at the expense of the purchaser.

- (b) If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee, or shall be recorded in the Public Records of Brevard County, Florida, at the expense of the lessee.
 - (c) If the unit owner giving notice has acquired his title by gift, devise or inheritance or any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Brevard County, Florida, at the expense of the unit owner.
- (3) Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the unit owner or purchaser of a unit is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

(C) If the Association shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

- (1) If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit concerned by the Association or a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:
 - (a) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the unit, and a judgment of special performance of the sale may be entered in any court of competent jurisdiction. The expenses of the arbitration shall be paid by the Association.
 - (b) The purchase price shall be paid in cash, provided however, that if there is an already existing institutional mortgage encumbering the subject unit, then the purchaser, if acceptable to the institutional mortgagee, may assume the institutional mortgage and pay cash to the seller for the latter's equity.
 - (c) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

- (d) A certificate of the Association executed by its President and Secretary, approving the purchaser shall be recorded in the Public Records of Brevard County, Florida, at the expense of the purchaser.
- (e) If the Association shall fail to purchase or provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved by the Association and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Brevard County, Florida, at the expense of the purchaser.
- (2) If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, and the lease shall not be made.
- (3) If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement to purchase the unit by the Association or by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:
 - (a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a

judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

- (b) The purchase price shall be paid in cash, provided however, that if there is an already existing institutional mortgage encumbering the subject unit, then the purchaser, if acceptable to the institutional mortgagee, may assume the institutional mortgage and pay cash to the seller for the latter's equity.
- (c) The sale shall be closed within thirty (30) days following the determination of the sale price.
- (d) A certificate of the Association executed by its President and Secretary approving the purchaser shall be recorded in the Public Records of Brevard County, Florida, at the expense of the purchaser.
- (e) If the Association shall fail to purchase or provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Brevard County, Florida, at the expense of the unit owner.

(D) No unit owner may mortgage his unit nor any interest in it without the approval of the Association except to a bank, life insurance company, savings and loan association, real estate investment trust or other institutional lender or institutional investor, or to a vendor to secure a portion or all of the purchase

price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

(E) The foregoing provisions of this Paragraph 12 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust or other institutional lender or institutional investor that acquires its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust or other institutional lender or institutional investor that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

(F) Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

(G) Nothing contained in this Paragraph 12 shall preclude or prevent the Association from itself being a purchaser in lieu of furnishing a purchaser as provided for herein; provided however, such purchase by the Association shall be on the same terms and conditions which would have to be met by any other purchaser hereunder.

13. Each unit owner and every resident of the condominium

shall be subject to and shall comply with the terms and conditions of this Declaration and the exhibits thereto and all regulations from time to time adopted pursuant to said documents, and all amendments thereto. Failure of a unit owner or resident of the condominium to comply with the terms and conditions of said documents or regulations shall entitle the Association and/or other unit owners to institute an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof in addition to the remedies provided by The Condominium Act and by law. Furthermore,

(A) Each unit owner shall be liable for the expense of any maintenance, repair or replacement of the condominium property or any property in which the Association owns an interest rendered necessary by his willful action or negligence or by the willful action or negligence of any member of his family or their guests, employees, agents or lessees, but only to the extent that such expense is not defrayed by the proceeds of insurance carried by the Association. Each unit owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of his unit or its appurtenances, or of the common elements or any property in which the Association owns an interest, by said owner or any resident of the unit.

(B) In any proceeding arising out of an alleged failure of

a unit owner or resident of the condominium to comply with the aforementioned documents or regulations, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

(C) The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the aforementioned documents or regulations shall not constitute a waiver of the right to do so thereafter.

(D) Every unit owner shall further conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of units and common property which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using his property shall do likewise.

(E) An owner shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common property or in case of emergency threatening units or the common property, to determine compliance with these Restrictions, Reservations, Covenants, Conditions and Easements and the Bylaws of the Association.

(F) An owner shall show no sign, advertisement or notice of any type on the common property or his unit and erect no exterior antennas and aerials except as provided under uniform regulations promulgated by the Association. This sub-paragraph

shall not apply to the Developer and/or institutional first mortgagees.

14. This Declaration of Condominium may be amended only in the following manner:

(A) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the members of the Association at which a proposed amendment is to be considered.

(B) 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 or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting. Approval of a proposed amendment must be either by:

- (1) Not less than seventy-five percent (75%) of the entire membership of the Board of Directors and not less than seventy-five percent (75%) of the votes of the members of the Association voting at the particular meeting; or
- (2) Not less than seventy-five percent (75%) of the votes of the entire membership of the Association; or
- (3) All of the Directors (not just all of the Directors present), until the first election of the Board of Directors provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

(C) No amendment may be adopted which discriminates against

any unit owner or against any unit or class or group of units, unless the unit owners so affected consent thereto, and no amendment shall change or alter any unit or the share in the common elements appurtenant thereto, nor increase the unit owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of the mortgages on such unit shall join in the execution of the amendment. Neither shall an amendment make any change in Paragraph 15 hereof (dealing with insurance), nor in Paragraph 16 hereof (dealing with repair and reconstruction after casualty), unless the record owners of all mortgages upon the condominium property shall join in the execution of the amendment.

(D) Paragraph 17 of the Declaration (dealing with termination of the condominium) may not be amended except upon written approval of all record owners of units in the condominium and all record owners of liens or mortgages on the condominium property.

(E) A copy of each amendment adopted as hereinbefore provided shall be attached to a certificate certifying that said amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. Said copy and certificate shall be recorded by the Association in the Public Records of Brevard County, Florida, and an amendment shall be effective when said documents are so recorded.

15. The casualty and liability insurance which shall be carried upon the condominium property and the property of the

Association and the unit owners shall be governed by the following provisions:

(A) All insurance policies covering the condominium property and any property in which the Association owns an interest shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their respective interests may appear, and provisions shall be made for the issuance of mortgagee endorsements to the mortgagees of the unit owners. Unit owners may obtain insurance coverage at their own expense upon their real and personal property and for their personal liability.

(B) Coverage.

- (1) All buildings and improvements upon the condominium property and any property in which the Association owns an interest, and all personal property included in the common elements, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and 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 and improvements similar in construction, location and use as the buildings and improvements on the land, including, but not limited to, vandalism and malicious mischief.
- (2) Public liability insurance shall be purchased in such amounts and with such coverage as shall, from time to time, be required by the

Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverage, and cross liability endorsements to cover liability of the unit owners as a group to a single unit owner.

- (3) Such workmen's compensation coverage as may be required by law.
- (4) Flood insurance as determined by minimum standards.
- (5) Such other insurance as the Board of Directors may from time to time deem to be necessary.

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

(D) All insurance policies purchased by the Association shall provide that all proceeds paid as a result of property loss or damage shall be paid to the Association in trust, nevertheless, for the purposes and parties as set forth in this Paragraph 15. Proceeds paid on account of damage or loss to the common elements or to property or improvements in which the Association owns an interest shall be held by the Association for the benefit of the unit owners and their mortgagees, with each unit owner having an undivided share therein, such share being the same as the undivided share in the common elements appurtenant to his unit. Proceeds paid on account of damage or loss to all or a portion of the common elements surrounding a given unit or units shall be held for the benefit of the owners of units, the surrounding or abutting common elements of which were so damaged, and their respective

mortgagees as their interest may appear, in proportion to the cost of repairing or reconstructing such damaged common elements as they relate to the particular unit or units affected by such damage. Proceeds paid on account of total destruction of all buildings containing condominium units in BARBIZON, a condominium, shall be held for the benefit of each unit owner and his mortgagee as their respective interests may appear, in the proportion of the undivided share in the common elements appurtenant to his unit. In the event that a mortgage endorsement has been issued with respect to a unit, the share of the unit owner shall be held by the Association in trust for the mortgagee and the unit owner as their respective interests may appear.

(E) Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the unit owners in the following manner:

- (1) If the loss or damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be used to defray the cost of such repair or reconstruction. Any proceeds remaining after the cost of such work has been defrayed shall be distributed to all unit owners and their mortgagees as their respective interests may appear, in the proportion of the undivided share in the common elements appurtenant to their respective units, remittances to each of such unit owners and their respective mortgagees being payable jointly to them. This paragraph constitutes a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.
- (2) If it is determined in the manner hereinafter

provided that the damage for which the proceeds are paid shall not be repaired or reconstructed, the proceeds shall be distributed to the unit owners and their mortgagees as their respective interests may appear in the proportion of the undivided share in the common elements appurtenant to their respective units, remittances to each of such unit owners and their respective mortgagees being payable jointly to them. This paragraph constitutes a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(F) The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon any unit and for each owner of any other interest in the condominium property or any property in which the Association owns an interest, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of such claims.

16. If any part of the condominium property or any property in which the Association owns an interest shall suffer loss or damage by casualty, whether or not it shall be repaired or reconstructed shall be determined in the following manner:

(A) If the damaged property is a part of the common elements or any property in which the Association owns an interest, it shall be repaired or reconstructed, unless it is determined in the manner hereinafter provided that the condominium shall be terminated.

(B) If the damaged properties are buildings contain-

ing condominium units, the damage shall be repaired or reconstructed if units to which twenty percent (20%) or more of the common elements of BARBIZON, a condominium, are appurtenant are found by the Board of Directors of the Association to be tenantable, unless within sixty (60) days after the loss or damage it is determined in the manner hereinafter provided that the condominium shall be terminated. The damaged property will not be repaired or reconstructed if units to which more than eighty percent (80%) of the common elements of BARBIZON are appurtenant are found by the Board of Directors to be not tenantable, and in such case the condominium will be terminated without agreement as hereinafter provided unless within sixty (60) days after the loss or damage the owners of eighty percent (80%) of the mortgagees of record agree in writing, to such repair or reconstruction.

(C) Any repair or reconstruction must be substantially in accordance with the plans and specifications for the original improvement; or if not, then according to plans and specifications approved by the Board of Directors of the Association and, if the damaged property is a building containing condominium units, by the owners of all units and mortgagees of record, the surrounding or abutting common elements of which were so damaged, which approval shall not be unreasonably withheld.

(D) If the loss or damage is only to those parts of a unit or units for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be

responsible for repair and reconstruction. In all other instances the responsibility for repair and reconstruction after casualty shall be that of the Association.

(E) Immediately after a determination is made to repair or reconstruct damage to property for which the Association has the responsibility for repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost of the repair or reconstruction.

(F) If the insurance proceeds received by the Association are insufficient to defray the estimated cost of repair of the common elements or any property in which the Association owns an interest, or if at any time during repair or reconstruction, the funds for payment of the costs of repair or reconstruction are insufficient, assessments shall be made against all unit owners in the proportion of the undivided share in the common elements appurtenant to their respective units, in sufficient amount to provide the necessary funds.

17. The condominium may be terminated in the following manner:

(A) If it is determined in the manner hereinbefore provided that a building or buildings containing condominium units shall not be repaired or reconstructed because of damage or destruction, the condominium will be terminated without agreement.

(B) The condominium may be terminated at any time upon written approval of all record owners of units in the condominium

and all record owners of liens or mortgages on the condominium property. Said approval shall be delivered to the Secretary of the Association by each such owner, lienor or mortgagee, and the Association shall then prepare, execute with the formalities required for a deed, and cause to be recorded in the Public Records of Brevard County, Florida, a document terminating the condominium, together with a certificate executed by the officers of the Association certifying that unanimous consent of all such owners, lienors and mortgagees has been received by it in accordance with the terms of this Declaration. The termination shall become effective when said document and certificate have been so recorded.

(C) The Board of Directors of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association, and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in direct proportion that the original acquisition price of the respective units bear to the aggregate sales price for all condominium units, together with the

common elements appurtenant thereto, which comprise BARBIZON, a condominium.

(D) Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority and, upon such payment being made all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Directors of the Association shall proceed to liquidate and dissolve the Corporation, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

18. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, real estate investment trust or insurance company 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 said mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

19. There are Limited Common Elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, such as balconies and patios directly accessible only through an individual unit. These Limited Common Elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant. Expenses of maintenance, repair or replacement relating to such Limited Common Elements shall be treated as and paid for as a part of the common expenses of the Association, except, however, the expense of maintenance, repair, or replacement made necessary by the act of any unit owner, shall be borne by said unit owner.

20. Whenever notice is required under the terms of this Declaration of Condominium such notice shall be given in writing to

the Secretary of the Association or to the unit owner, as the case may be, by personal delivery to such Secretary or unit owner or by depositing such notice with postage prepaid in the United States mails, certified, with return receipt requested, addressed to the Association or to a unit owner as follows:

Association: BARBIZON CONDOMINIUM ASSOCIATION, INC.
8701 Astronaut Boulevard
Cape Canaveral, Florida

Unit Owner: as the Unit Owner's address appears on the books of the association.

Mortgagee: as the address of the mortgagees appear on the books of the association.

Notice served on the Secretary in the aforesaid manner shall constitute notice to the Association.

21. The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, word or other provision of this Declaration or any exhibit thereto shall not affect the validity of the remaining portions of said documents.

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

under any member.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

FREEDOM CENTER, INC.

Burchelle J. Bashaw

By: Carl M. McIntire
Carl McIntire, President

Barbara A. Kohnert

Attest: Burchelle J. Bashaw
Burchelle J. Bashaw, Secretary
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, a notary public, personally appeared BURCHELLE J. BASHAW, well known to me to be the President and Secretary, respectively of FREEDOM CENTER, INC., and they severally acknowledge executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 18th day of October, 1976.

Don M. Lasker
Notary Public, State of Florida
at Large.

My Commission Expires: FLORIDA
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES NOV 30 1978
(SEAL) GENERAL INSURANCE UNDERWRITERS.

STATE OF NEW JERSEY

COUNTY OF CAMDEN

I HEREBY CERTIFY that on this day, before me, a notary public, personally appeared CARL McINTIRE, well known to me to be the President, respectively of FREEDOM CENTER, INC., and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 15th day of COCK, 1976.

Paul Barker
Attorney at Law
State of New Jersey

CERTIFICATE OF SURVEYOR

FOR

BARBIZON APARTMENTS, A CONDOMINIUM

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

THE UNDERSIGNED, A SURVEYOR, DULY AUTHORIZED TO PRACTICE UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS DESCRIBED IS SUFFICIENTLY COMPLETE SO THAT SUCH MATERIAL, I.E., SURVEY EXHIBIT "A", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM OF BARBIZON APARTMENTS, A CONDOMINIUM, RELATING TO MATTERS OF SURVEY, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED, AND FURTHER THAT WITH SUCH MATERIAL THERE CAN BE DETERMINE THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS, AND OF EACH UNIT, AND WHERE APPLICABLE, THE LIMITED COMMON ELEMENTS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS 8TH. DAY OF JULY, A.D., 1976.

ALLEN ENGINEERING, INC.

BY:

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

SWORN TO AND SUBSCRIBED BEFORE
ME THIS 8TH. DAY OF JULY, A.D., 1976

Harold M. Bosch
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MARCH 26, 1979

EXHIBIT "A"

LEGAL DESCRIPTION FOR:

BARBIZON APARTMENTS, A CONDOMINIUM

A PORTION OF LOTS 2, 3, 12 AND 13, BLOCK 5; "CAPE CANAVERAL GARDENS UNIT NO. 2" AS RECORDED IN PLAT BOOK 17, PAGE 82, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 5 A DISTANCE OF 122.36 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CIRCULAR CURVE AND BEARING S 15° 53' 40" E OF THE CENTER OF SAID CURVE; THENCE FOR A FIRST COURSE PROCEED NORTHEASTERLY ALONG A CIRCULAR CURVE DIVERGING TO THE LEFT AND HAVING FOR ITS COMPONENT PARTS A RADIUS OF 337.37 FEET AND A CENTRAL ANGLE OF 22° 11' 13" FOR AN ARC DISTANCE OF 130.64 FEET; THENCE FOR A SECOND COURSE RUN S 38° 04' 53" E AND RADIAL TO THE AFOREDESCRIBED COURSE A DISTANCE OF 88.46 FEET; THENCE FOR A THIRD COURSE RUN S 1° 10' 00" E A DISTANCE OF 175.02 FEET; THENCE FOR A FOURTH COURSE RUN S 63° 14' 00" W A DISTANCE OF 42.44 FEET; THENCE FOR A FIFTH COURSE RUN S 82° 20' 25" W A DISTANCE OF 132.58 FEET; THENCE FOR A SIXTH COURSE RUN N 1° 10' 00" W A DISTANCE OF 222.53 FEET TO THE POINT OF BEGINNING.

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

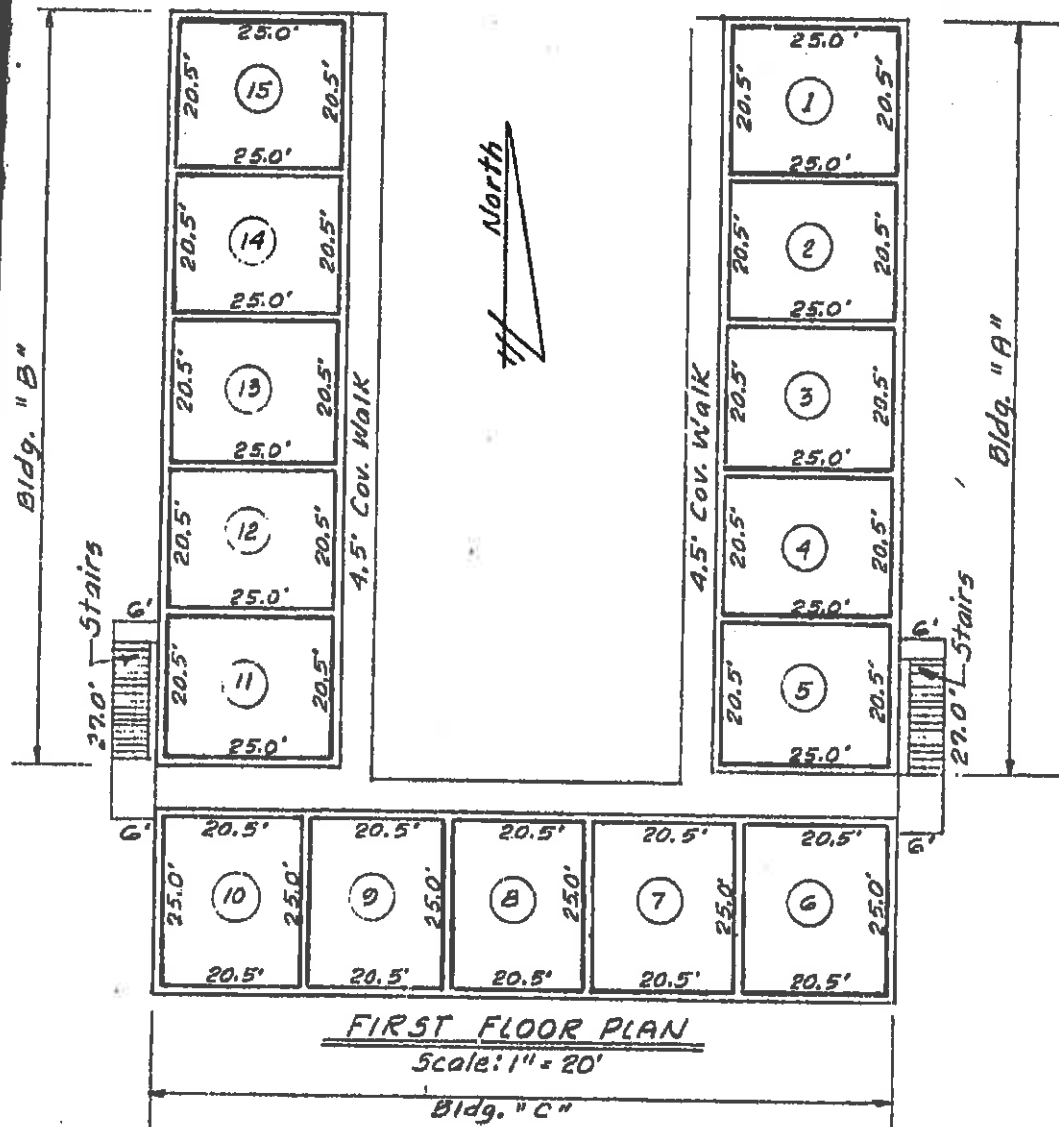
OFFICE RECORDS 1671 PAGE 176



- I HEREBY CERTIFY: THAT THE ATTACHED SKETCH OF SURVEY OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY SURVEYED UNDER MY DIRECTION.

SHEET 3 OF 7

BARBIZON APARTMENTS, A CONDOMINIUM



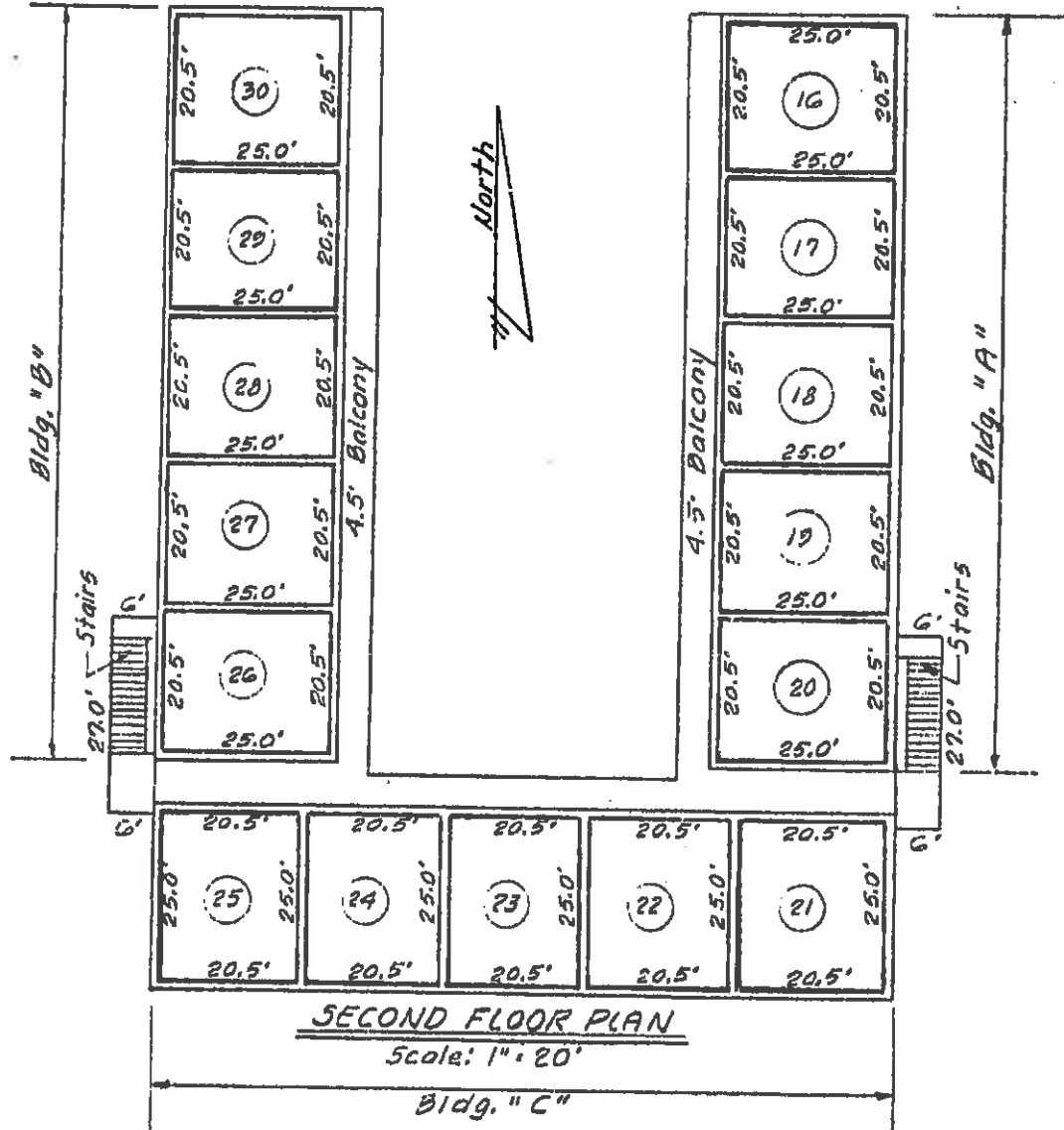
SURVEYOR'S NOTES:

1. 6 INDICATED UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCH WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDINGS SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISH FLOOR ELEVATIONS OF THE UNITS ARE BASED ON N.G.S. SEA LEVEL DATUM AND ARE AS FOLLOWS:

UNITS 1 THROUGH 5	=	9.18 FEET
UNITS 6 THROUGH 10	=	9.14 FEET
UNITS 11 THROUGH 15	=	9.23 FEET
7. THE FINISH CEILING ELEVATIONS OF THE UNITS ARE BASED ON N.G.S. SEA LEVEL DATUM AND ARE AS FOLLOWS:

UNITS 1 THROUGH 5	=	17.18 FEET
UNITS 6 THROUGH 10	=	17.14 FEET
UNITS 11 THROUGH 15	=	17.23 FEET

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

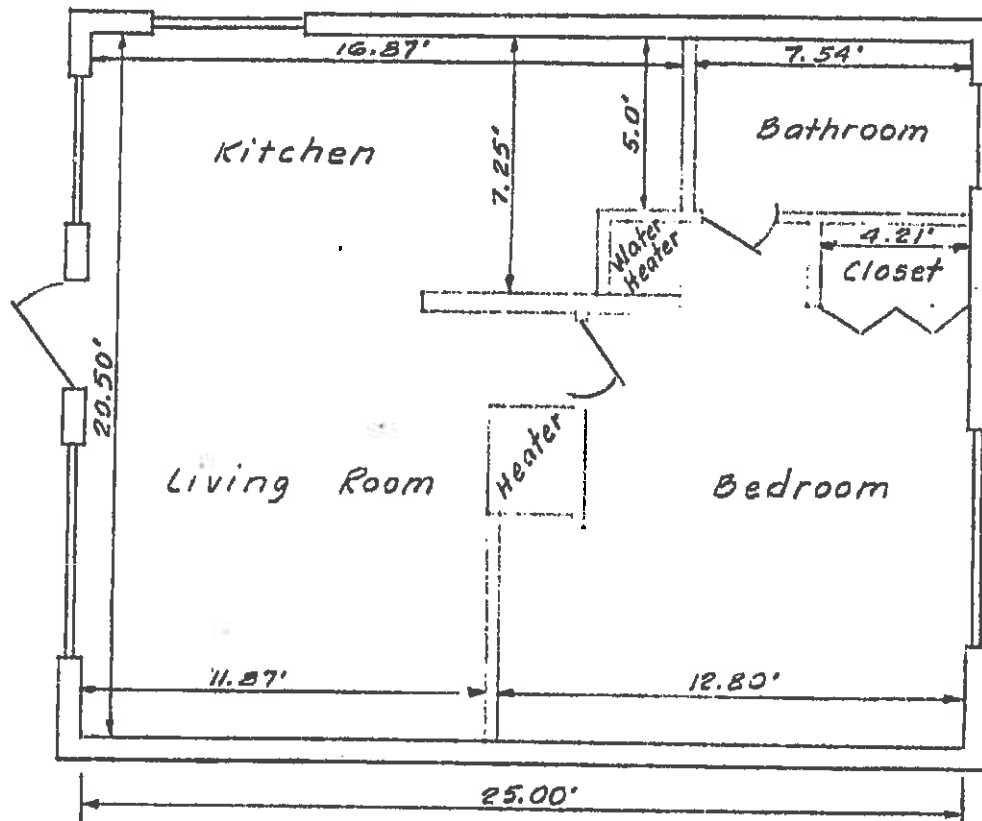


SURVEYOR'S NOTES:

1. (16) INDICATED UNIT NUMBER DESIGNATION.
2. ALL WALLS SHOWN ARE 8 INCH WIDE.
3. THE HORIZONTAL LIMITS OF THE UNITS ARE DEFINED BY THE HEAVY DARK LINES SHOWN.
4. THE VERTICAL LIMITS OF THE UNITS ARE DEFINED AS THE SPACE BETWEEN THE FINISHED CONCRETE FLOOR AND THE FINISHED CEILING.
5. ALL AREAS WITHIN THE BUILDINGS SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE FINISH FLOOR ELEVATIONS OF THE UNITS ARE BASED ON N.G.S. SEA LEVEL DATUM AND ARE AS FOLLOWS:

UNITS 16 THROUGH 20	=	18.01 FEET
UNITS 21 THROUGH 25	=	17.97 FEET
UNITS 26 THROUGH 30	=	18.06 FEET
7. THE FINISH CEILING ELEVATIONS OF THE UNITS ARE BASED N.G.S. SEA LEVEL DATUM AND ARE AS FOLLOWS:

UNITS 16 THROUGH 20	=	26.01 FEET
UNITS 21 THROUGH 25	=	25.97 FEET
UNITS 26 THROUGH 30	=	26.06 FEET



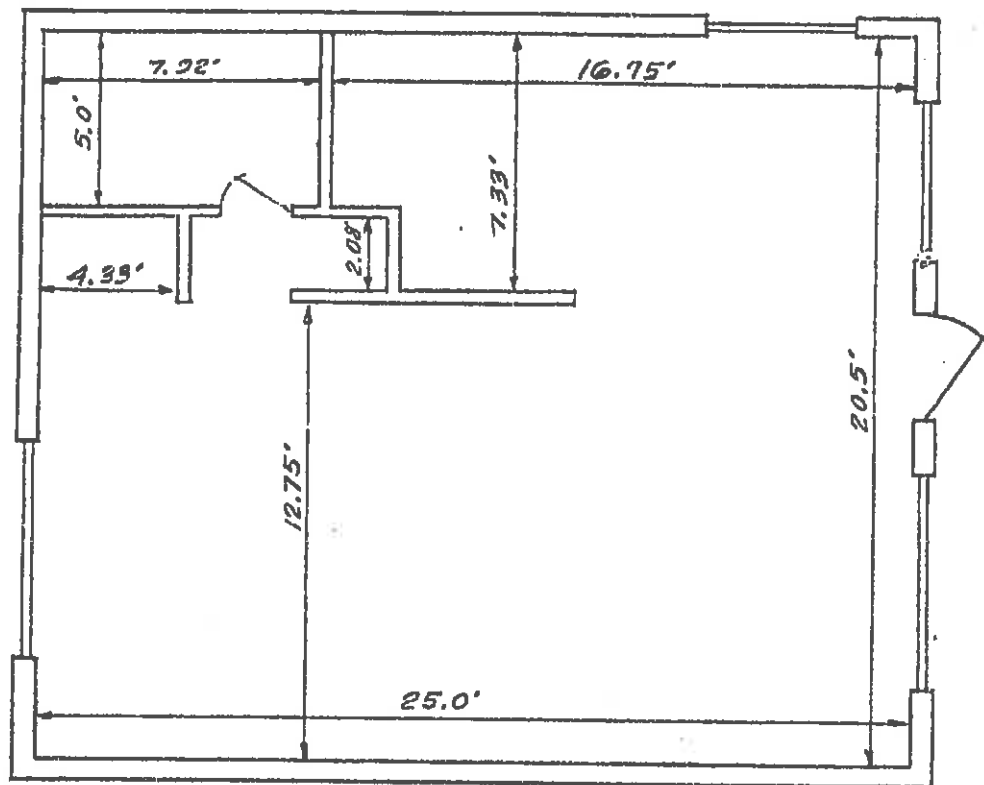
TYPICAL FLOOR PLAN

Scale 1/4" = 1'-0"

SURVEYOR'S NOTES:

1. THE FLOOR PLAN SHOWN IS TYPICAL OF UNITS 1, 3, 5, 7, 9, 12, 14, 16, 18, 20, 22, 24, 27 AND 29.
2. UNITS 2, 4, 6, 8, 10, 11, 13, 17, 19, 21, 23, 25, 26, 28 AND 30 ARE REVERSE IMAGES OF THE PLAN SHOWN.
3. THE DIMENSIONS SHOWN ARE TYPICAL OF ALL UNITS EXCEPT UNIT 15. THERE MAY BE SOME SMALL VARIANCE OF THE DIMENSIONS SHOWN DUE TO CONSTRUCTION OF THE INDIVIDUAL UNITS, HOWEVER, THESE DIMENSIONS ARE REPRESENTATIVE.
4. THE LOCATIONS OF THE WINDOWS AND DOORWAYS MAY VARY IN LOCATION WITHIN THE BUILDING.

HARDIZON APARTMENTS, A CONDOMINIUM



UNIT FIFTEEN FLOOR PLAN

Scale: 1/4" = 1'0"

SURVEYOR'S NOTES:

1. THE FLOOR PLAN ABOVE IS OF THE PARTIALLY COMPLETED UNIT 15.

EXHIBIT "B"



OFFICE RECS 1671 PAGE 181

Design • Planning • Management • Professional Engineering

ROBERT H. HABER
PROFESSIONAL ENGINEER
STATE OF FLA. PE 10702

1675 Yates drive — Merritt Island, Florida 32952

Phone: (305) 452-8174

Project Reference:

Barbizon Apartments
215 Circle Drive
Cape Canaveral, Florida 32920

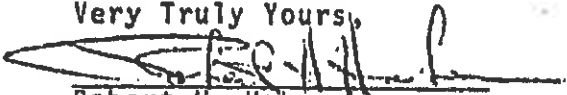
July 21, 1976

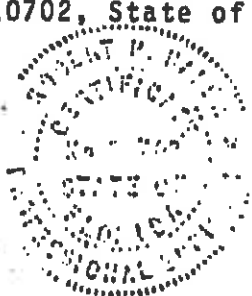
Gentlemen:

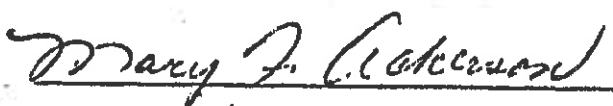

Please be advised that an inspection of the apartment complex referenced above was completed on July 16, 1976. Based on the results of this inspection the following statements can be made:

1. The roof appears structurally sound and shows no evidence of leaking.
2. The individual apartment heating and air conditioning units are in working order.
3. The electrical system is in working order.
4. The water system connects to the City supply and along with the plumbing system is in working order.
5. There are no apparent structural defects in the building.

Very Truly Yours,


Robert H. Haber
Professional Engineer
No. 10702, State of Florida




Notary Public, State of Florida at Large
My Commission Expires May 20, 1979
Bonded BY 



TERMINIX INTERNATIONAL

TERMITE PROTECTION PLAN

GUARANTY NO. PR260024-7F

PURCHASER Freedom Center

MAIL ADDRESS 215 Circle Drive CITY, STATE & ZIP CODE Cape Canaveral, FL 32920

DESCRIPTION OF PROPERTY 215 Circle Drive

PROPERTY ADDRESS same as above CITY, STATE & ZIP CODE _____ (see graph)

COUNTY Brevard

REPRESENTATIVE Ken Treat DATE ACCEPTED 7/21/76

Effective 7/26/76 through 7/26/77, for the sum of \$ 595.00, Terminix shall provide the necessary services to protect the identified premises against subterranean termite damage (hereinafter called "damage").

Terminix will reinspect at least once annually during the protection period and any further treatment found necessary will be performed free.

Terminix will extend protection annually for the **LIFETIME** of the property for \$60.00 per year payable on or before the end of the previous protection period. After the fifth year, Terminix reserves the right to revise the annual extension charge.

If new damage to the premises or contents occurs during the contract term, Terminix will arrange for necessary repairs at its expense. New damage is only that damage done by subterranean termites after initial service. Terminix's liability is limited to repairs of protected premises and contents up to \$150,000.

Purchaser agrees to arrange for additional service and adjustment to the annual extension charge in the event of additions or alterations to the premises.

Any additional provisions attached hereto are part of this Agreement.

TERMINIX INTERNATIONAL

P. O. Box 3746 701 Clearlake Road
Cocoa, Florida 32922

TERMINIX INTERNATIONAL, INC. hereby guarantees the fulfillment of the terms of this Plan, which Guaranty is insured by Maryland Casualty Company.

By _____

MANAGER

Henry M. Gohy
PRESIDENT

EXECUTED AT MEMPHIS, TENNESSEE



EXHIBIT "B"

Percentage of Undivided Share
in Common Elements

<u>Unit #</u>	<u>Percentage</u>
1	3.3%
2	3.3%
3	3.3%
4	3.3%
5	3.3%
6	3.3%
7	3.3%
8	3.3%
9	3.3%
10	3.3%
11	3.3%
12	3.3%
13	3.3%
14	3.3%
15	3.3%
16	3.3%
17	3.3%
18	3.3%
19	3.3%
20	3.3%
21	3.3%
22	3.3%
23	3.3%
24	3.3%
25	3.3%
26	3.3%
27	3.3%
28	3.3%
29	3.3%
30	3.3%
TOTAL	100%

ARTICLES OF INCORPORATION

OF

BARBIZON CONDOMINIUM ASSOCIATION, INC.

FILED
AUG 27 2 43 PM '76
TALLAHASSEE, FLORIDA

The undersigned, by these Articles, associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes (1971), and certify as follows:

1. The name of the corporation shall be BARBIZON CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the Association.

2. (A) The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, Chapter 711, Florida Statutes (1971), for the operation of BARBIZON, a condominium, to be located upon the following lands in Brevard County, Florida: Schedule "A" attached.

(B) The Association shall make no distributions of income to its members, directors or officers.

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

(A) The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

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

not limited to the following:

OFFICE
RECS 1671 PAGE 185

- (1) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.
- (2) To use the proceeds of assessments in the exercise of its powers and duties.
- (3) To maintain, repair, replace and operate the condominium property.
- (4) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.
- (5) To reconstruct improvements after casualty and the further improvement of the property.
- (6) To make and amend reasonable regulations respecting the use of the property in the condominium.
- (7) To approve or disapprove the leasing, transfer, mortgage and ownership of units as provided by the Declaration of Condominium and the Bylaws of the Association.
- (8) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.
- (9) To contract for the management of the condominium and to delegate to such contractor and manager all powers and duties of the Association, except such as are specifically required by the Declaration

of Condominium to have approval of the Board of Directors of the membership of the Association.

(10) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(11) To employ personnel to perform the services required for proper operation of the condominium.

(C) The Association shall have the power to purchase a unit in the condominium and to hold, lease, mortgage and convey the same, in the name of the Association.

(D) All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws.

4. (A) The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

(B) After receiving approval of the Association as required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the Public Records of Brevard County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association, and the membership of the prior

owner is terminated.

(C) 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 his unit.

(D) The owner of each unit shall be entitled to one vote as a member of the Association. The manner of exercising voting rights shall be determined by the Bylaws of the Association.

5. (A) The affairs of the Association will be managed by a board consisting of the number of directors fixed by the Bylaws, but not less than three directors. Directors need not be members of the Association.

(B) The directors of the Association shall be elected at the annual meeting of the members in the manner specified in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The first election of directors shall not be held until after the developer has closed the sales of all of the units in the condominium known as BARBIZON, a condominium, or until developer elects to terminate control of the said condominium, or until after December 31, 1975, whichever occurs first. The directors named in these Articles shall serve until the first election of directors, and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

(D) The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Carl McIntire 426 Collings Avenue, Collingswood, New Jersey
Maurice Bryson 180 Fern Ave., Collingswood, New Jersey
Burchelle J. Bashaw 8701 Astronaut Boulevard, Cape Canaveral, Florida

6. The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President: Carl McIntire
426 Collings Avenue, Collingswood, New Jersey
Vice-President: Burchelle J. Bashaw
8701 Astronaut Boulevard, Cape Canaveral, Florida
Secretary- Maurice Bryson
Treasurer: 180 Fern Avenue, Collingswood, New Jersey

7. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of

the Association, The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

8. The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

9. Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

(A) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(B) A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as hereinafter provided, approval of a proposed amendment must be either by:

(1) Not less than 75% of the entire membership of the Board of Directors and not less than 75% of the votes of the entire membership of the Association; or

(2) Until the first election of the Board of Directors, only by all of the Directors.

(C) No amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.C of

Article III hereof, without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

(D) A copy of each amendment shall be certified by the Secretary of State, State of Florida, and be recorded in the Public Records of Brevard County, Florida.

10. The term of the Association shall be perpetual.

11. The name and addresses of the subscribers to these Articles of Incorporation are as follows:

Carl McIntire	426 Collings Avenue, Collingswood, New Jersey
Burchelle J. Bashaw	8701 Astronaut Boulevard, Cape Canaveral, Florida
Maurice Bryson	180 Fern Avenue, Collingswood, New Jersey

12. The name of the Resident Agent of this corporation and his address is as follows: B. J. Bashaw, 8701 Astronaut Boulevard, Cape Canaveral, Florida.

IN WITNESS WHEREOF, the subscribers have herunto affixed their signatures on this 11th day of August, 1976.

Carl McIntire
CARL MCINTIRE

Burchelle J. Bashaw
BURCHELLE J. BASHAW

Maurice Bryson
MAURICE BRYSON

This is to certify that I accept the designation as
registered agent of Barbizon Condominium Association, Inc.

B. J. Bashaw
B. J. Bashaw

STATE OF NEW JERSEY :

: ss.

COUNTY OF CAMDEN :

BE IT REMEMBERED, that on this 13th day of August 1976, before me, the subscriber, a Notary Public of New Jersey personally appeared CARL MCINTIRE, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

William C. Eickman

STATE OF NEW JERSEY :

: ss.

COUNTY OF CAMDEN :

BE IT REMEMBERED, that on this 14th day of August 1976, before me, the subscriber, a Notary Public of New Jersey personally appeared MAURICE DRYSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

William C. Eickman

STATE OF FLORIDA :

: ss.

COUNTY OF BREVARD :

BE IT REMEMBERED, that on this 26 day of August 1976, before me, the subscriber, a Notary Public of New Jersey personally appeared BURCHELLE J. BASHAW, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Burchelle J. Bashaw
Jan. 14, 1976
Notary Public

STATE OF FLORIDA

DEPARTMENT OF STATE



I certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

BARBIZON CONDOMINIUM ASSOCIATION, INC.

filed in this office on the 27th day of August,

19 76 .

Charter Number: 736708

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
30th day of August,

19 76

A handwritten signature in cursive script, likely of the Secretary of State, is written over the printed name.

SECRETARY OF STATE



BYLAWS

OF

BARBIZON CONDOMINIUM ASSOCIATION, INC.

1. The following Bylaws shall govern the operation of the Condominium created by the Declaration of Condominium to which these Bylaws are attached. The Association whose name appears at the end of this instrument is a Florida Corporation not for profit, organized and existing under the laws of the State of Florida for the purpose of administering (but not exclusively unless so provided in the Association's Articles of Incorporation) the Condominium created by the Declaration of Condominium to which these Bylaws are attached.

(A) The Office of the Association shall be at the Condominium property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

(B) The Seal of the Corporation shall bear the name of the Corporation, the word, "Florida", the words, "Corporation not for profit", and the year of incorporation.

(C) As used herein, the word, "Corporation", shall be the equivalent of "Association", as defined in the Declaration of Condominium to which these Bylaws are attached. All other words, as used herein, shall have the same definitions as attributed to them in the Declaration of Condominium to which these Bylaws are attached.

2. MEMBERSHIP AND VOTING PROVISIONS

(A) Membership in the Association shall be limited to owners of the Condominium units in Condominium who this Corporation has been designated the Association to operate and administer said Condominium by virtue of the Declaration of Condominium of said Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If unit ownership is vested in more than one (1) person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member".

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel, where the approval of the Board of Directors of the Association and of the Management Firm, as long as the Management Agreement remains in effect, is required, as set forth in these Bylaws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in a reasonable amount to be set by the Board of Directors of the Association to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred.

(B) Voting

(1) The owner(s) of each Condominium unit shall be entitled one vote as set forth in the Condominium's Declaration of Condominium. If a Condominium unit owner owns more than one (1) unit, he shall be entitled to vote for each unit owned. The vote of a Condominium unit shall not be divisible.

(2) A majority of the members' total votes shall decide any question unless the Declaration of Condominium, Bylaws, Articles of Incorporation of the Association, or Management Agreement provide otherwise, in which event the voting percentage required in the said Declaration of Condominium, Bylaws, Articles of Incorporation, or Management Agreement, shall control.

(C) Quorum. Unless otherwise provided in there Bylaws, the presence in person or by proxy of a majority of the members' total votes shall constitute a quorum.

(D) Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section E), and shall be filed with the Secretary not less than three (3) days prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband or wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

(E) Designation of Voting Member. If a Condominium is owned by one (1) person, his right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one person, the person entitled to cast the vote for the unit shall be designated in a Certificate, signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a unit shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association, for a unit owned by more than one (1) person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by a husband and wife. Such Certificates shall be valid until revoked or until superseded by a subsequent Certificate, or until a change in the ownership of the unit concerned. If a Condominium unit is owned jointly by a husband and wife, the following three provisions are applicable thereto:-

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

3. MEETING OF THE MEMBERSHIP

(A) Place. All meetings of the Association membership shall be held at the Condominium(s) property or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the Notice of the meeting.

(B) Notices. It shall be the duty of the Secretary to mail or deliver a Notice of each annual or special meeting, the time and place thereof, to each unit owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All Notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Association.

(C) Annual Meeting. The annual meeting shall be held at 3:00 P.M. Eastern Standard Time, on the first Thursday in December of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members, provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next secular day following. At the annual meeting, the members shall elect by plurality vote - (cumulative voting prohibited), a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

(D) Special Meeting. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing twenty-five percent (25%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the objects stated in the Notice thereof.

(E) Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4ths) of the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken; however, Notice of such action shall be given to all members, unless all members approve such action.

(F) Adjourned Meeting. If any meeting of members cannot be organized because a quorum of voting members is not present, either in person

(G) Proviso. Provided, however, that until the first Thursday in December of 1976 or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, there shall be no meeting of the members of the Association unless a meeting is called by the Board of Directors of the Association, and should a meeting be called, the proceedings shall have no effect unless approved by the Board of Directors of the Association.

(H) Approval or Disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members provided, however, that where a unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

4. DIRECTORS

(A) Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than twenty (20) persons, as is determined from time to time by the members. All directors shall be members of the Association provided, however, that until one of the events in Section 3 (G) of these Bylaws first occurs, all Directors shall be designated by the Developer and need not be members. All Officers of a Corporate unit owner shall be deemed to be members of the Association so as to qualify as a Director herein. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section (C) below.

(B) First Board of Directors.

(1) The first Board of Directors of the Association, who shall hold office and serve until the first annual meeting of members, and until their successors have been elected and qualified, shall consist of the following:

(a) Carl McIntire

(b) Burchelle J. Bashaw

(c) Maurice Bryson

(2) The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Board of 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.

(C) Removal of Directors. At any time after the first annual meeting of the membership, at any duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the voting members, casting not less than two-thirds (2/3rds) of the total votes present at said meeting, and a successor may then and there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section D below.

(D) Vacancies on Directorate. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

(E) Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

(F) Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting.

(G) Special Meetings. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice-President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purpose of the meeting.

(H) Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive notice of such 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 a waiver 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 said meeting.

(I) Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might have been transacted at the meeting, as 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) Compensation. The Directors' fees, if any shall be determined by the Voting Members.

(K) Provided, however, that until the first Thursday in December of 1976, or until the Developer elects to terminate its control of the Condominium, whichever shall first occur, all Directors shall be designated by the Developer and need not be owners of units in the Condominium and may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

(L) Powers and Duties. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by the Declaration(s) of Condominium, this Association's Articles of Incorporation, or these Bylaws, directed to be exercised and done by unit owners. These powers shall specifically include, but shall not be limited to the following:-

(1) To exercise all powers specifically set forth in the Declaration(s) of Condominium, this Association's Articles of Incorporation, in these Bylaws, and in the Condominium Act, and all powers incidental thereto.

(2) To make assessments, collect said assessments, and use and expend the assessments to carry out the purposes and powers of the Association, subject to the provisions of the Membership and Use Agreement and the Management Agreement attached to the Declaration of Condominium to which these Bylaws are attached.

(3) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises.

(4) To make and amend regulations respecting the operation and use of the common elements and Condominium property and facilities, and the use and maintenance of the Condominium units therein. The foregoing is subject to the provisions of the Declaration of Condominium to which these Bylaws are attached.

(5) 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(s) of Condominium to have approval of the Board of Directors or membership of the Association. To contract for the management or operation of portions of the common elements or facilities susceptible to the separate management or operation thereof, and to lease or concession such portions. To enter into a Membership and Use Agreement to provide recreation area(s) and facilities for the use and enjoyment of the members of the Association.

(6) The further improvement of the Condominium property both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to F.S. 711,121 Et Seq., and as amended, subject to the provisions of the applicable Declaration(s) of Condominium, this Association's Articles of Incorporation, and these Bylaws, and subject to the Membership and Use Agreement and Management Agreement attached to the Declaration of Condominium to which these Bylaws are attached.

(7) Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors, as required. The foregoing powers shall be exercised by the Board of Directors or its contractor or employees, subject only to approval by unit owners when such is specifically required.

5. OFFICERS

(A) Elective Officers. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors.

One person may not hold more than one (1) of the aforementioned offices, except one person may be both Secretary and Treasurer. The President and Vice-President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one person holding only one (1) of the aforementioned offices or the President and Vice-President being members of the Board of Directors shall not apply until the time provided in Section 3 (G), as determined by the Developer.

(B) Election. The officers of the Association designated in Section(A)above shall be elected annually by the Board of Directors, at the organizational meeting of each new Board following the meeting of the members.

(C) Appointive Officers. The Board may appoint Assistant Secretaries and Assistant Treasurers, and such other officers as the Board of Directors deems necessary.

(D) Term. The Officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of five (5) persons, then three (3) of said Directors must vote for removal). If the office of any officers becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

(E) The President. He shall be the chief executive officer of the Association; he shall preside at all meetings of the unit owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

(F) The Vice-President. He shall perform all of the duties of the President in his absence, and such other duties as may be required of him from time to time by the Board of Directors of the Association.

(G) The Secretary. He shall issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

(H) The Treasurer.

(1) He shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by Section 11 (7)(B) of the Condominium Act.

(2) He shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors, at the regular meetings of the Board of Directors or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(3) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Management Firm and Recreation Owner.

(4) He shall give status reports to potential transferees on which reports the transferees may rely.

(5) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

(6) The duties of the Treasurer may be fulfilled by the Management Firm employed by the Association and the Management Firm, shall fulfill the duties of the Treasurer as specified in said Management Agreement.

6. FINANCES AND ASSESSMENTS

(A) Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of the Management Agreement between the Association and the Management Firm relative to the subject in this Section shall supersede the provisions hereof.

(B) Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such Bonds shall be paid by the Association. The Bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or the depository account.

(C) Fiscal Year. The fiscal year for the Association shall begin on the first day of January of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable.

(D) Determination of Assessments.

(1) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses related thereto, including fire and extended coverage and liability insurance, the sums due under the Membership and Use Agreement, and any other expenses designated as common expenses from time to time by the Board of Directors of the

Association, or under the provisions of the Declaration of Condominium to which these Bylaws are attached, and the Membership and Use Agreement attached to said Declaration of Condominium. The Board of Directors is specifically empowered on behalf of the Association, to make and collect assessments, and to lease, maintain, repair and replace the common elements and limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses, as provided in the Declaration. Said assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors. All funds due under these Bylaws, the Declaration of Condominium to which these Bylaws are attached and all Exhibits attached to said Declaration are common expenses of this Condominium.

(2) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each unit owner a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(3) The Board of Directors shall adopt an operating budget for each fiscal year, pursuant to these Bylaws, the Declaration of Condominium to which these Bylaws are attached and all Exhibits attached thereto.

(E) Application of Payments and Co-Mingling of Funds. All sums collected by the Association from assessments may be co-mingled in a single fund or divided into more than one (1) fund, as determined by the Board of Directors of the Association. All general and special assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses and advances, and assessments as provided herein and in the Declaration of Condominium in such manner and amounts as the Board of Directors determine.

(F) Acceleration of Assessment Installments Upon Default. If a unit owner shall be in default in the payment of any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year, upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the Notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the unit owner.

7. ADDITIONS OR ALTERATIONS

There shall be no additions or alterations to the common elements or limited common elements of any Condominium which this Association operates and maintains except as specifically provided for in said Condominium's Declaration of Condominium.

8. COMPLIANCE AND DEFAULT

(A) Violations. In the event of a violation (other than the non-payment of an assessment) by the unit owner in any of the provisions of the Declaration of Condominium, of these Bylaws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the Bylaws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:-

(1) An action at law to recover for its damage, on behalf of the Association or on behalf of the other unit owners.

(2) An action in equity to enforce performance on the part of the unit owner; or

(3) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon a finding by the Court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for in the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

(B) Negligence or Carelessness of Unit Owner, etc. All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said unit owner as a specific item, which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expenses.

(C) Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

(D) No Waiver of Rights. The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents, shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

(E) Election of Remedies. All rights, remedies and privileges granted to the Association or unit owner, pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional right, remedies or privileges as may be granted to such other party by Condominium documents or at law or in equity.

9. ACQUISITION OF UNITS

(A) Voluntary Sale or Transfer. Upon receipt of a unit owner's written notice of intention to sell or lease, as described in Section 12 of the Declaration of Condominium to which these Bylaws are attached, the Board of Directors shall have full power and authority to consent to the transaction, as specified in said Notice, or object to same for good cause, or to designate a person other than the Association as designee, pursuant to the provisions of said Section 12 without having to obtain the consent of the membership thereto. The Board of Directors shall have the further right to designate the Association as being "willing to purchase, lease or rent", upon the proposed terms, upon adoption of a resolution by the Board of Directors recommending such purchase or leasing to the membership, but notwithstanding the adoption of such resolution and such designation by the Board of Directors, the Association shall not be bound and shall not so purchase or lease, except upon the authorization and approval of the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon. The provisions of Section 12 of the Declaration of Condominium to which these Bylaws are attached shall supersede the provisions herein relative thereto.

(B) Acquisition on Foreclosure. At any foreclosure sale of a unit, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than sixty percent (60%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association, or its designee, a Condominium parcel being foreclosed. The term "foreclosure", as used in this Section shall mean and include any foreclosure of any lien, excluding the Association's lien for assessments. The

Director or Officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

13. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

14. LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for injury or damage caused by the elements or by other owners or persons.

15. PARLIAMENTARY RULES

Roberts' Rules of Orders (latest Edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration of Condominium, or these Bylaws.

16. LIENS

(A) Protection of Property. All liens against a Condominium unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

(B) Notice of Lien. A unit owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(C) Notice of Suit. Unit owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the unit owner receives notice thereof.

(D) Failure to comply with this Section concerning items will not affect the validity of any judicial sale.

(E) Permitted Mortgage Register. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee. If a Register is maintained, the party maintaining same may make such reasonable charge as it deems appropriate against the applicable unit for supplying the information provided herein.

17. RULES AND REGULATIONS

(A) The Board of Directors may, from time to time, adopt or amend previously adopted administrative Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium, and any facilities or services made available to the unit owners. A copy of the Rules and Regulations adopted from time to time, as herein provided, shall, from time to time, be posted in a conspicuous place.

(B) As to Condominium Units. The Board of Directors may from time to time adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium unit(s), provided, however, that copies of such Rules and Regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium's property, and/or copies of same shall be furnished to each unit owner.

(C) Conflict. In the event of any conflict between the Rules and Regulations adopted, or from time to time amended, and the Condominium documents, or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these Bylaws and the Declaration of Condominium, the provisions of said Declaration shall prevail.

APPROVED AND DECLARED as the Bylaws of the Association named below.

DATED this 18TH day of OCTOBER, 1976.

BARBIZON, CONDOMINIUM ASSOCIATION, INC.

By: James M. Butler (SEAL)
President

Attest: William E. Butler (SEAL)
Secretary

Prepared by: Joseph W. Scott
P.O. Box 55
Cape Canaveral,
FL
32920

CERTIFICATE OF AMENDMENT
OF BY-LAWS FOR BARBIZON
APARTMENTS, A CONDOMINIUM

According to the Declaration of Condominium thereof, recorded in
O.R. Book 1671, commencing at Page 131,
Public Records of Brevard County, Florida.

SECTION 1. The following Resolution amending the By-Laws was adopted
at a joint meeting of the members and directors of the Barbizon Condominium
Association, Inc., to wit:

Whereas, a large number of unit owners are unavailable to attend the
annual meeting as it is now scheduled in the By-Laws, and

Whereas, Attendance would be greatly increased by scheduling the annual
meeting after the first of the year.

Now, Therefore, Be it Resolved as follows:

Section 3(c) "Annual Meeting" of the By-Laws of Barbizon Apartments,
A Condominium, is hereby deleted in its entirety and replaced with the
following Section:

(C) Annual Meeting. The Annual Meeting shall be held
at 3:00 P.M. Eastern Standard Time, on the first Thursday
in February of each year for the purpose of electing
Directors and transacting any other business authorized
to be transacted by the members, provided, however, that
if that day is a legal holiday, the meeting shall be held
at the same hour on the next secular day following. At
the Annual Meeting, the members shall elect by plurality
vote - (cumulative voting prohibited), a Board of Directors,
and shall transact such other business as may properly be
brought before the meeting.

SECTION 2. This Resolution was duly approved by a majority of the
entire membership of the Board of Directors and not less than seventy-five
percent (75%) of the votes of the members of the Association voting in a
meeting duly held on November 13, 1982.

SECTION 3. The adoption of said Resolution appears upon the minutes of
the above mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, as of December 1, 1982

WITNESSED

BARBIZON CONDOMINIUM ASSOCIATION, INC.

By Thomas H. Liggett
President

Alice Messmer
Secretary

Witness
Peter J. Collins
Witness

State of Florida, County of Brevard, Sworn to and Subscribed
before me December 1, 1982.

Notary Public, State of Florida at Large
My Commission Expires Aug. 8, 1983
Bonded by American Fidelity & Casualty Company

[Signature]
Notary Public, State of Florida

REC-50
OFF. REC.
2408

0605

725206

1983 JAN 28 AM 9:10

CERTIFICATE OF AMENDMENT

TO

BY - LAWS

OF

BARBIZON CONDOMINIUM ASSOCIATION, INC

10 AMENDMENTS TO THE BYLAWS

The bylaws may be altered, amended or added to at any duly called meeting of the unit owners, provided

(A) No change

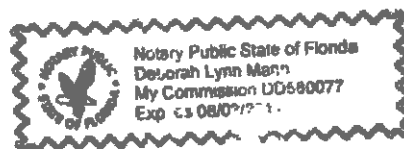
(B) Not less than fifty percent (50%) of the entire membership of the Board of Directors and not less than fifty percent (50%) of the votes of the members of the Association voting approve

(C) Omit

This amendment was duly approved by not less than seventy five percent (75%) of the Board of Directors and not less than seventy five percent (75%) of the votes of the members voting in the meeting held on February 5, 2009 in accordance with the provision of Paragraph 10 of the said By-Laws of the Condominium

This adoption of the said Amendment appears upon the minutes of the above mentioned meeting.

Pauline R. Hunter
President
Shelma Hansen
Secretary



Deborah Lynn Mann
February 8, 2009
Brevard County

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1 #Names: 2
Trust: 1.00 Rec: 9.00 Serv: 0.00
Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

**CERTIFICATE OF AMENDMENT
OF BY-LAWS FOR BARBIZON
APARTMENTS, A CONDOMINIUM**

CFN 2005268633 07-28-2005 11:20 am
OR Book/Page: 5507 / 2043

According to the Declaration of condominium thereof, recorded in
O.R. Book 1671, commencing at page 131,
Public Records of Brevard County, Florida.

SECTION 1. The following Resolution amending the By-Laws was adopted
at a meeting of the Board Of Directors of the Barbizon Condominium Association, Inc.,
and voted on by the owners of said Association, to wit:

Whereas, a large number of unit owners attend the annual meeting would find it
more convenient to hold the meeting earlier in the day.

Now, Therefore, Be it resolved as follows:

Section 3 (c) "Annual Meeting" of the By-Laws of Barbizon Apartments,
A Condominium, is hereby deleted in its entirety and replace with the following Section.

(C) Annual Meeting. The Annual Meeting shall be held
at 1:00 P.M. Eastern Standard Time, on the first Thursday
in February of each year for the purpose of electing Directors and
transacting any other business authorized to be transacted by the
members. At the Annual Meeting, the members shall elect by
plurality vote - (cumulative voting prohibited), a Board of Directors
and shall transact such other business as may properly be
brought before the meeting,

SECTION 2. This Resolution was duly unanimously approved by the Board of
Directors and a majority percent 51% of the votes of the members of the Association
voting by mail.

SECTION 3. The adoption of said Resolution appears upon the minutes of the
Board of Directors on February 3, 2005.

EXECUTED AT Cape Canaveral, Florida, as of July 28, 2005

BARBIZON CONDOMINIUM ASSOCIATION, INC.

[Signature] WITNESSES By [Signature]
Witness President
[Signature] [Signature]
Witness Sarah Hargrave Theresa W. Hansen
TREASURER

State of Florida, County of Brevard, Sworn to and Subscribed before me
7/28/2005 Florida Drivers Lic - Lawrence R. Switer and
Theresa W. Hansen

[Signature]
Notary Public, State of Florida

DISP. OF COPIES per F.S. 695.13(2)
Scott Ellis, Clerk
Brevard County, Florida



PROPOSED AMENDMENT
TO
DECLARATION OF CONDOMINIUM
Restrictions, Reservations, Covenants,
Conditions and Easements
OF
BARBIZON, A CONDOMINIUM

11. The use of the condominium property and other property and improvements in which the Association owns an interest shall be in accordance with the following provisions so long as the condominium exists and the buildings containing the condominium units remain in useful condition upon the land:

...

(E) After approval by the Association as hereinafter required, units may be rented provided that: other than the Association, no Owner shall enter into a lease or rental agreement or other similar conveyance or use of a unit, during the initial six (6) years of ownership of the unit; the occupancy is only by a single family; ; and provided further that all requirements of Paragraph 11 above are met. If a unit may validly be leased, it may not be leased more than twice in any calendar year. No room or parts of a unit may be rented, and no transient tenants may be accommodated.

...

12. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner ~~other than the Developer~~ shall be subject to the following provisions as long as the condominium exists and the buildings containing the condominium units remain in useful condition upon the land, which provisions each unit owner covenants to observe:

...

(B) The approval of the Association that is required for the transfer or ownership of units shall be obtained in the following manner:

(1) Notice to Association.

...

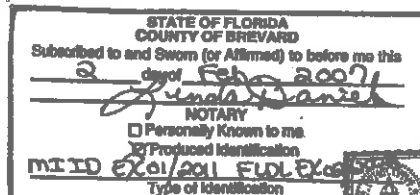
(b) A unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease; provided that, a "bona fide lease" shall not include the attempted lease of a unit during the first six (6) years of an owner's ownership of the unit, nor the attempted lease of a unit for the third time in any calendar year.

...

(The remainder of the Declaration is unchanged. The amendment shall take effect upon its adoption and recordation in the Public Records of Brevard County; provided that this amendment shall only apply to owners taking title to Units after the date of such recordation.)

ORL DB: 937913_1

Pauline R. Smith Pres.
John M. Sec.



Barbizon Condominium Rules

1. Common areas and recreation facilities of the condominium are for owners, their families, guests and renters. The owner is always responsible for the conduct of themselves, their guests, their children and their pets and any problems they create or damage they cause.
2. In addition to the posted pool rules, an adult must be present and responsible for any child under the age of 16, no infant with diapers is permitted in the pool, radios may only be used with a headset, no rafts or floats are permitted; personal flotation devices are permitted. The number of guests is limited to six.
3. Noise levels of stereos, radios, TVs, etc. should be kept to a minimum. Excessive noise which could annoy a resident is prohibited.
4. Smoking is not permitted in any of the common areas.
5. Pets are not permitted. The current owners, who already have pets, are exempted as follows: #7 one dog, #14 two cats, #26 one cat and #27 a fish aquarium.
6. The dumpster is intended for solid household waste excluding, yard trash, recyclables or recoverable materials (Cape Canaveral Ordinance 62-9a), Furthermore, disposal of hazardous materials is not permitted (Cape Canaveral Ordinance 62-11f).
7. None of the condominium units, or any interest therein, shall be sold, leased, sublet, or otherwise transferred to anyone under the age of twenty-five (25), except that an owner shall have the right to give or devise his/her interest to any person(s) of any age (By-laws Amendment, May 6, 1987)
8. Garments, towels and the like may not be draped from the handrails, nor may rugs and mops be shaken from the balconies.
9. Occupancy of any unit is limited to two people, by the Florida Building Code Chapter 10, Section 1004 Table 1004.1.2, which requires 200 square feet of living space/person.
- ~~10. A lessee should occupy the unit leased; there should be no subleasing, timesharing, room rental or transient tenants.~~
11. Work on automobiles, boats, or other vehicles, in the parking lot, is limited to minor adjustments and/or emergency repairs. Campers, boats and recreational vehicles are not to be parked in the parking lot. Any vehicle which is not tagged and operational must be removed from condominium property (Cape Canaveral Ordinance 34-181). Overnight camping is not permitted in the parking lot (Cape Canaveral Ordinance 110-551).

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 17.00	Serv: 0.00
Doc: 0.00		Exclse: 0.00
Mtg: 0.00		Int Tax: 0.00

12. Residents must park in the numbered parking space corresponding to the unit they are occupying. Anyone parking in a numbered space, other than their unit, must have written permission, from the owner, on file with the condominium association. Visitors are to park on the grass area with bumpers designated, "visitor." Vehicles parked contrary to these rules are subject to being towed, at the expense of the owner, without further notice.
13. The laundry is for the use of owners and lessees only.
14. Sound proofing is required on any uncarpeted area, and felt pads under chairs, for units 16 – 30 inclusive. "Storm Stoppers" is the approved hurricane window protection. Any other storm protection must be approved by the board. All replacement windows and doors must conform to the current Association standards. No alterations to the exterior appearance are permitted.
15. A copy of the Rules must be signed by any tenant, and received by the board, prior to occupancy. A copy of the signed agreement should be kept by the unit owner or real estate agent.

Pauline R. Suiter
President

5/12/06
Date

John W. Ide
Secretary

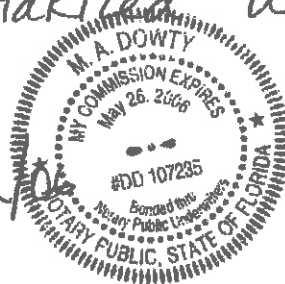
5/12/06
Date

State of Florida, County of Brevard

Signatures of Pauline R. Suiter and
John W. Ide notarized using FLDL's.

M. A. Dowty
M. A. Dowty

5/12/06



Barbizon Condominium Rules

1. Common areas and recreation facilities of the condominium are for owners, their families, guests and renters. The owner is always responsible for the conduct of themselves, their guests, their children and their pets and any problems they create or damage they cause.
2. In addition to the posted pool rules, an adult must be present and responsible for any child under the age of 16, no infant with diapers is permitted in the pool, radios may only be used with a headset, no rafts or floats are permitted; personal flotation devices are permitted. The number of guests is limited to six.
3. Noise levels of stereos, radios, TVs, etc. should be kept to a minimum. Excessive noise which could annoy a resident is prohibited.
4. Smoking is not permitted in any of the common areas.
5. Pets are not permitted. The current owners, who already have pets, are exempted as follows: #7 one dog, #14 two cats, #26 one cat and #27 a fish aquarium.
6. The dumpster is intended for solid household waste excluding, yard trash, recyclables or recoverable materials (Cape Canaveral Ordinance 62-9a), Furthermore, disposal of hazardous materials is not permitted (Cape Canaveral Ordinance 62-11f).
7. None of the condominium units, or any interest therein, shall be sold, leased, sublet, or otherwise transferred to anyone under the age of twenty-five (25), except that an owner shall have the right to give or devise his/her interest to any person(s) of any age (By-laws Amendment, May 6, 1987)
8. Garments, towels and the like may not be draped from the handrails, nor may rugs and mops be shaken from the balconies.
9. Occupancy of any unit is limited to two people, by the Florida Building Code Chapter 10, Section 1004 Table 1004.1.2, which requires 200 square feet of living space/person.
- ~~10. A lessee should occupy the unit leased; there should be no subleasing, timesharing, room rental or transient tenants.~~
11. Work on automobiles, boats, or other vehicles, in the parking lot, is limited to minor adjustments and/or emergency repairs. Campers, boats and recreational vehicles are not to be parked in the parking lot. Any vehicle which is not tagged and operational must be removed from condominium property (Cape Canaveral Ordinance 34-181). Overnight camping is not permitted in the parking lot (Cape Canaveral Ordinance 110-551).

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 17.00	Serv: 0.00
----- 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

12. Residents must park in the numbered parking space corresponding to the unit they are occupying. Anyone parking in a numbered space, other than their unit, must have written permission, from the owner, on file with the condominium association. Visitors are to park on the grass area with bumpers designated, "visitor." Vehicles parked contrary to these rules are subject to being towed, at the expense of the owner, without further notice.
13. The laundry is for the use of owners and lessees only.
14. Sound proofing is required on any uncarpeted area, and felt pads under chairs, for units 16 - 30 inclusive. "Storm Stoppers" is the approved hurricane window protection. Any other storm protection must be approved by the board. All replacement windows and doors must conform to the current Association standards. No alterations to the exterior appearance are permitted.
15. A copy of the Rules must be signed by any tenant, and received by the board, prior to occupancy. A copy of the signed agreement should be kept by the unit owner or real estate agent.

Pauline R. Suiter
President

5/12/06
Date

John W. Ide
Secretary

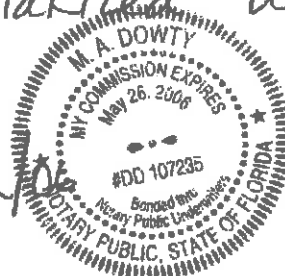
5/12/06
Date

State of Florida, County of Brevard

Signatures of Pauline R. Suiter and
John W. Ide notarized using FLDL's.

M. A. Dowty
M. A. Dowty

5/12/06



RESOLUTION NO. 83-26

CLERK OF CIRCUIT COURT
BREVARD COUNTY, FLA.

A RESOLUTION EQUALIZING THE ASSESSMENT, LEVYING THE SAME AS ASSESSMENT AGAINST BENEFITED PROPERTIES IN THE CENTRAL AVENUE RESURFACING PROJECT, CAPE CANAVERAL, FLORIDA, DIRECTING THE CITY CLERK TO RECORD ASSESSMENTS IN THE IMPROVEMENT LIEN BOOK, AND ESTABLISHING PRIORITY OF LIEN AND PAYMENT OF PRINCIPAL AND INTEREST; PROVIDING AN EFFECTIVE DATE.

City of Cape Canaveral

103 POLY AVENUE • CAPE CANAVERAL, FLORIDA 32920
P.O. BOX 326

WHEREAS, on the 5th day of April, 1983, the City Council of the City of Cape Canaveral, Florida, adopted a resolution approving the Assessment Roll prepared by the City Administration, and owners of the property in the "Central Avenue Resurfacing Project" in such City to be assessed, or any other persons interested therein, and advising that the City Council would meet as an equalizing board commencing on the 3rd day of May, 1983, at 7:30 P.M., to consider complaints as to the assessments appearing on said Assessment Roll; and subject to incidental changes, additions, substitutions and modifications as shall be deemed advisable by the City Council.

WHEREAS, said notice, both by publication and by mail, was duly had and given as by law provided; and

WHEREAS, said hearing was duly and regularly held, commencing on May 3, 1983, at 7:30 P.M.,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Cape Canaveral, Florida, that:

SECTION 1. The City Council having heard property owners and other interested persons appearing before the City Council as to the propriety and advisability of making improvements described in the City's Resolution No. 83-19 adopted April 5, 1983, as to the cost thereof, as to the manner of payment of said cost, as to the amount thereof to be assessed against each property to be benefited thereby, and as to equalization of said assessments on a basis of justice and right, hereby determines and resolves to proceed with the said improvements according to the plans, specifications, assessment plat and estimate of cost on file.

REC FEE \$ 106.00
DOC ST. \$
INT TAX \$
SER CHG \$
RETURN \$
Clerk Circuit Court Brevard Co. Florida, *[Signature]*

RES. NO. 83-26
PAGE 1 OF 2

OFF REC
2454

PAGE
0683

802174

1983 SEP -9 AM 10:53

SECTION 2. The costs of said improvements shall be paid as provided in Section 2 of the City's Resolution No. 83-18, adopted on April 5, 1983, which section is incorporated herein by reference as though copied in full herein.

SECTION 3. The amount of assessments, as equalized and adjusted and as now appearing on the Assessment Roll, are hereby confirmed as legal, valid and binding first liens, until paid, upon the property against which said assessments are made; provided, however, that upon completion of the improvements, each assessment shall be credited pro rata with the difference between the amount hereby confirmed and the actual cost of the improvement to be paid by special assessments; provided that in no event shall the final assessments, as hereby confirmed, exceed the amount of benefits originally determined to result from the construction of such improvements. Said assessments shall be co-equal with the lien of other taxes, superior to all other liens, titles and claims, until paid. Such assessments are found and determined to be levied in direct proportion to the special and positive benefits to be received by the properties listed in the assessment roll from the acquisition and construction of the improvements.

SECTION 4. The City Clerk is hereby directed to record said assessments in a special book to be known as the "Improvement Lien Book, Series No. 2."

SECTION 5. This Resolution shall become effective immediately upon its adoption.

ADOPTED by the City Council of the City of Cape Canaveral, Florida, this 3rd day of May, 1983.

Mayor

OFF. REC.

2454

Attest:

Patricia J. Beaulieu
City Clerk

Approved as to Form:

Patricia J. Beaulieu
City Attorney

NAME	YES	NO
CALVERT	X	
HARRIS	X	
NICHOLAR	X	
WINTERFORD	X	
WINTERFORD	X	

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY AS
ADOPTED BY THE CITY COUNCIL OF
THE CITY OF CAPE CANAVERAL, FLORIDA

Patricia J. Beaulieu
CITY CLERK

RES. NO. 83-26
PAGE 2 OF 2.

Page 1 of 9.

1983

0685

Section 14, Township 24S, Range 37E

1983

Page 2 of 9.

OFF: REC.

2454

PAGE

0686

CENTRAL AVENUE RESURFACING PROJECT					
ASSESSMENT ROLL					
Section 14, Township 24S, Range 37E			Page 3 of 9.		
1983					
Block	Lot	Owner	Total Front Footage	Assessment Fee	3 Annual Installments Plus Int.
6	1	Scott S. Royle Et Ux 8590 Canaveral Boulevard Cape Canaveral, FL 32920	105.11 Cen. 72.87 (R) 33.37 Can. 211.35 Feet	\$1,048.30	\$ 349.43
6	1.01	Dana W. Geiger Et Ux 8588 Canaveral Blvd. Cape Canaveral, FL 32920	75.00 Feet	372.00	124.00
6	2	Heinrich G. Rumpel 12-H Cape Shores Drive Cape Canaveral, FL 32920	120.00 Feet	595.20	198.40
6	3	R. E. Luschen Et Ux 305 West Denver Des Plaines, IL 60018	130.00 Feet	644.80	214.93
6	4	Margaret E. Dailey Apt. 106B, 830 N. Atlantic Cocoa Beach, FL 32931	129.61 Cen. 55.84 (R) 123.77 Cir. 309.22 Feet	1,533.73	511.24
6	5	Louis Bednarcik Et Ux 162 Garfield Avenue Cocoa Beach, FL 32931	81.15 Feet	402.50	134.17
6	5.01	Frank Annecillo Et Ux 6711 Gateway Blvd. District Heights, MD 20747	76.00 Feet	376.96	125.65
6	(Par. 2) Part of 6	William Kalin Et Ux 308 E. Central Blvd. Cape Canaveral, FL 32920	81.98 Feet	406.62	135.54
6	(Par. 1) Part of 6	Chester J. & Geraldine M. Janus 921 John Gleen Drive Seven Hills, OH 44131	81.98 Feet	406.62	135.54
6	7	Douglas C. Wilson 336 Jack Drive Cocoa Beach, FL 32931	125.00 Feet	620.00	206.67
6	8	Douglas C. Wilson 335 Jack Drive Cocoa Beach, FL 32931 OFF REC 2454	91.99 Cir. 121.80 CanPAGE 42.10 (R) 255.89 Feet	1,269.21	423.07

**CENTRAL AVENUE RESURFACING PROJECT
ASSESSMENT ROLL**

Section 14, Township 24S, Range 37E

1983

Page 4 of 9.

Cape Canaveral Beach Gardens, Unit #2					
Block	Lot	Owner	Total Front Footage	Assessment Fee	3 Annual Installments Plus Int.
7	2	Nicoli Luciano Et Ux 305 Surf Drive Cape Canaveral, FL 32920	75.00 Feet	\$ 372.00	\$ 124.00
7	2.01	Glen R. Booker 301 Surf Drive Cape Canaveral, FL 32920	41.50 Surf 39.27 (R) 80.77 Feet	400.62	133.54
7	3	Nicoli Luciano Et Ux 305 Surf Drive Cape Canaveral, FL 32920	98.74 Feet	489.75	163.25
7	4	P. F. Campbell Et Ux 315 Fillmore Cape Canaveral, FL 32920	100.00 Feet	496.00	165.33
7	5	William H. Kettner Et Ux 20 Corrington Road Yonkers, NY 10710	100.00 Feet	496.00	165.33
7	6	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	100.00 Feet	496.00	165.33
7	7	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	100.00 Feet	496.00	165.33
7	8	Fred Shelly P.O. Box 833 Cape Canaveral, FL 32920	100.00 Feet	496.00	165.33
7	9	William J. Quince P.O. Box 861 Cape Canaveral, FL 32920	100.00 Feet	496.00	165.33
7	10	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	100.00 Feet	496.00	165.33
7	11	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	120.28 Surf 54.55 Ridge. 54.14 (R) 245.97 Feet	1,616.81	538.94

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**CENTRAL AVENUE RESURFACING PROJECT
ASSESSMENT ROLL**

Section 14, Township 24S, Range 37E

1983

Page 5 of 9.

Cape Canaveral Beach Gardens, Unit #2			Total Front Footage	Assessment Fee	3 Annual Installments Plus Int.
Block	Lot	Owner			
8	1.01 thru 1.16	Ebb Tide Condominium Association 1980 N. Atlantic Avenue Suite 902 Cocoa Beach, FL 32931	158.81 Surf 238.43 Cen. 397.24 Feet	\$1,970.31	\$ 656.77
8	2	Ernest Stefanelli Et Ux P.O. Box 7 Nutley, NJ 07110	76.13 Feet	377.60	125.87
8	2.01	Kathryn J. Armstrong 222 Mesquite Avenue Socorro, NM 87801	99.00 Feet	491.04	163.68
8	2.02	James E. Churchill Et Ux 133 W. Leon Lane Cocoa Beach, FL 32931	95.00 Feet	471.20	157.07
8	3	Gunter Tresp Et Ux RD 3-31 Messena, NY 13662	76.13 Feet	377.60	125.87
8	3.01	Harry G. Seymour Et Ux 422 2 W. 179 St. Torrance, CA 90504	99.63 Feet	494.16	164.72
8	4	Richard D. Gable P.O. Box 951 Cape Canaveral, FL 32920	75.00 Feet	372.00	124.00
8	4.01	Richard E. Lang Et Ux 8757 Ilex Ct. Cape Canaveral, FL 32920	75.00 Feet	372.00	124.00
8	4.02	Donald D. Davis Et Ux 313 No. Blvd. So. Belmar, NJ 07719	75.00 Feet	372.00	124.00
8	4.03	Andy Chan Et Ux 6018 Oaken Cover Ct. Orlando, FL 32811	75.00 Feet	372.00	124.00
8	5	James V. Hutley Et Ux OFF. REC. 314 Surf Drive Cape Canaveral, FL 32920 2454	75.00 Feet	PAGE 07889	124.00

**CENTRAL AVENUE RESURFACING PROJECT
ASSESSMENT ROLL**

Page 6 of 9.

Section 14, Township 24S, Range 37E 1983

Cape Canaveral Block	Beach Gardens, Unit #2 Lot	Owner	Total Front Footage	Assessment Fee	3 Annual Installments Plus Int.
8	5.01	Dick G. Benson Et Ux 313 E. Central Blvd. Cape Canaveral, FL 32920	75.00 Feet	\$ 372.00	\$124.00
8	6	Frank McNicol Et Ux 194 Elwood Drive Rochester, N.Y. 14616	75.00 Feet	372.00	124.00
8	6.01	Frank B. & Linda G. Harris 8757 Palm Way Cape Canaveral, FL 32920	75.00 Feet	372.00	124.00
8	6.02	Constantino Ablanedo Et Al 218 Bergen St. Harrison, NJ 07029	75.00 Feet	372.00	124.00
8	6.03	Gerald Fischetti 318 Surf Drive Cape Canaveral, FL 32920	75.00 Feet	372.00	124.00
8	7	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	125.00 Surf 125.00 Cen. 250.00 Feet	1,240.00	413.00
8	8	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	128.88 Cen. 198.91 Ridge. 128.88 Surf 456.67 Feet	2,265.08	755.03
		OFF. REC. 2454	PAGE 0690		

CENTRAL AVENUE RESURFACING PROJECT					
ASSESSMENT ROLL					
Section 14, Township 24S, Range 37E			Page 7 of 9.		
Cape Canaveral Beach Gardens, Unit #2			1983		
Block	Lot	Owner	Total Front Footage	Assessment Fee	3 Annual Installments Plus Int.
9	1	Arthur E. Burns 4600 Ocean Beach Blvd, #508. Cocoa Beach, FL 32931	194.53 5.00 (R) 199.53 Feet	\$ 989.67	\$ 329.89
9	2	Arthur E. Burns 4600 Ocean Beach Blvd, #508 Cocoa Beach, FL 32931	117.73 Feet	583.94	194.65
9	3	Harold Powell 3820 Ocean Beach Blvd. Cocoa Beach, FL 32931	111.70 Feet	554.03	184.68
9	4	J. S. Blizzard Et Ux 366 Coral Drive Cape Canaveral, FL 32920	101.55 Feet	503.69	167.90
9	5	Cevesco, Inc. P.O. Drawer S Cape Canaveral, FL 32920	100.90 Feet	500.46	166.82
9	6	Cevesco, Inc. P.O. Drawer S Cape Canaveral, FL 32920	121.08 Feet	600.56	200.19
9	7	Cevesco, Inc. P.O. Drawer S Cape Canaveral, FL 32920	121.08 Feet	600.56	200.19
9	8	Delmas M. Rose Et Ux 399 High Point Drive Cocoa, FL 32922	126.12 Feet	625.56	208.52
9	9	Carl Fischer Et Ux P.O. Box 271 Cape Canaveral, FL 32920	126.12 Feet	625.56	208.52
9	10	Carl Fischer P.O. Box 271 Cape Canaveral, FL 32920	131.17 Feet	650.60	216.87
9	11	Ralph J. Buliung III 4183 88th Place So Off. REC. Boynton Beach, FL 33436 2454	141.08 Feet	PAGE 699.76 0691	233.25

CENTRAL AVENUE RESURFACING PROJECT					
ASSESSMENT ROLL					
Section 14, Township 24S, Range 37E			1983		Page 8 of 9.
Cape Canaveral Beach Gardens, Unit #2					
Block	Lot	Owner	Total Front Footage	Assessment Fee	3 Annual Installments Plus Int.
9	12	Jos. H. Woodend Et Ux Rt. 8, Box 404 Crossville, TN 38555	105.00 Feet	\$ 520.80	\$ 173.60
9	13	Jack H. Reid Et Ux 25 Johns Street Nottawaga Bch, Ontario Canada	105.86 Feet	525.07	175.02
9	14	John Mateja Et Ux 2324 South 14th Ave. N. Riverside, IL 60346	120.00 Feet	595.20	198.40
9	15	Jose Carnaxide Et Ux 1465 Bleford Ct., N. Merritt Island, FL 32952	75.00 Feet	372.00	124.00
9	16	Jose Silva Et Ux 304 W. Morris Avenue Linden, NJ 07036	75.00 Feet	372.00	124.00
9	16.01	William Kalin Et Ux 308 E. Central Blvd. Cape Canaveral, FL 32920	75.00 Feet	372.00	124.00
9	16.02	Manual Pinhal Et Ux 306 E. Central Blvd. Cape Canaveral, FL 32920	75.00 Feet	372.00	124.00
9	17	R. E. Priest Et Ux 1323 Mont Calm St. Orlando, FL 32806	75.00 Feet	372.00	124.00
9	18	James Fish 102 McKinley Cocoa Beach, FL 32931	125.00 Feet	620.00	206.67
9	19	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	125.00 Feet	620.00	206.67
9	20	Charles W. Pindziak 6099 N. Atlantic Avenue Cape Canaveral, FL 32920	125.00 Feet	620.00	206.67

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2434

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0692

Section 14, Township 24S, Range 37E 1983

Page 9 of 9.

I HEREBY CERTIFY THE FOREGOING TO
BE A TRUE AND CORRECT COPY OF AN
OFFICIAL RECORD FILED WITH THE CITY
CLERK OF THE CITY OF CAPE CANAVERAL,
FLORIDA

OFF. REC.

~~2454~~

PAGE

0693

Carbizon Condominium Rules

Owners are responsible for damage to the common areas made by themselves, their renters, their guests, their children, or their pets.

The recreational facilities of the condominium are for residents, their immediate families, actual house guests, and occasional parties. Use privileges are not to be freely extended to friends or casual acquaintances. The resident is always responsible for the conduct of his guests.

No rafts, floats, balls, or foreign objects are allowed in the pool (only personal safety devices are permitted). No food, glass, or metal containers, surfboards, or other foreign objects are allowed in the pool area. No pets, horseplay, running, or pool parties are permitted. No person under the age of 12 shall be permitted in the pool or pool area unless accompanied by an adult. Normal, modest bathing attire must be worn at all times. There will be no excessive noise, loud, or abusive language. Radios may be played only in a manner so as not to disturb others. No diapered babies are allowed in the pool. Showers must be taken before entering the pool; this includes the removal of suntan oil before entering the pool.

Pool hours are Mondays through Saturdays, 8 A.M. until 12 Midnight; the pool is closed Sundays. A maximum of 15 persons is permitted in the pool at one time.

Stairwell doors and gates must be kept closed at all times.

Excessive noise of any nature, which could annoy a resident, is prohibited. Noise levels of stereos, radios, TVs, etc., should be kept to a minimum.

There has been a condominium policy that pets should not be kept by owners or renters. However, exceptions may be made with the approval of the Board of Directors. For safety's sake and in case of an emergency, a record of temporary pet occupancy should be filed with the person holding the keyboard; a fire pet decal should be posted on the unit door or adjoining window.

No loose garbage shall be placed in the dumpster; all garbage shall be wrapped or inserted in a plastic or paper bag before being placed in garbage receptacles or containers (Cape Canaveral Ordinance No. 33-37, Sec. 1, Sec. 673.02).

Cape Canaveral's density ordinance limits condominium occupancy to four persons. No more than two (2) children may be part of this density ordinance; further, said unit shall not be so occupied for more than fourteen (14) consecutive or non-consecutive days in any such calendar year (By-Laws Amendment, March 1988).

None of the condominium units, or any interests therein, shall be sold, leased, sublet, or otherwise transferred to anyone under the age of twenty-five (25), except that an owner shall have the right to give or devise his/her interest to any person(s) of any age (By-Laws Amendment, March 1988).

Garments, towels, and the like may not be draped from the handrails, nor may rugs and mops be shaken from the balconies.

Work on automobiles, boats, or other vehicles in the parking lot is limited to minor adjustments and/or emergency repairs. Otherwise, disabled vehicles must be removed from the parking lot immediately (Cape Canaveral Ordinance No. 33-37, Sec. 1, Sec. 639.37). Campers, trucks, boats, motorcycles, and recreational vehicles are not to be parked in the parking lot unless approved by the Board of Directors. Under no circumstances is the parking lot to be used for overnight camping (Secs. 639.36 and 639.37).

A lessee should occupy the unit leased; there should be no subleasing, timesharing, room rental, or transient tenants. All guests staying more than two days must register with the person holding the keyboard.

The laundry is for the use of owners and lessees Mondays through Saturdays. Only emergency use will be permitted on Sundays.

A copy of the Rules should be signed by all tenants before their lease is approved, and a copy of the signed agreement should be kept by the unit owner, along with his signing. Copies of these Rules must also be filed with any real estate person for lessee signature.

David Federal (President) Barbara (Secretary)
(Place) (date) 6-13-89

NOTARY PUBLIC OFFICE OF FLORIDA
MY COMMISSION EXPIRES: JUNE 22, 1992.
3001

Sworn and subscribed before me
this 13th day of June 1989.
3930
pg. 3930

↑ Barbizon Condo
215 Circle
Cape Canaveral, FL 32926

C.R. Beck 1671
Commencing at Pg. 31

8853352

1989 JUN 15 AM 9:01

A CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
THE BARBIZON APARTMENTS, A CONDOMINIUM

According to the Declaration of Condominium thereof, recorded in O.R. Book
1671, commencing at Page 131, Public Records of Brevard
County, Florida

SECTION 1. At the Annual Meeting of the members (owners) of The Barbizon
Apartments, A Condominium, held Friday, February 5, 1987, a Resolution
was duly passed (by a vote of 27 to 3) that the following By-Laws be
adopted:

- A. That, during any calendar year, commencing retroactively to
January 1, 1987, each condominium unit will be limited in occu-
pancy at any time to no more than two (2) children under sixteen
(16) years of age. Further, said unit shall not be so occupied
for more than fourteen (14) days, consecutively or non-consecutively,
in any such calendar year.
- B. That, henceforth, none of said condominium units, or any interests
therein, shall be sold, leased, sub-let, or otherwise transferred
to anyone under the age of twenty-five (25), except that an owner
shall have the right to give or devise his/her interest, to any
person of any age.

SECTION 2. The adoption of said Resolution appears in the Minutes of the above
mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, as of May 6th, 1987.

WITNESSED:

BARBIZON CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness

[Signature]
President

[Signature]
Witness

[Signature]
Secretary
215 Circle Drive
Cape Canaveral, FL 32920

State of Florida, County of Brevard, Sworn to and Subscribed before me 783-9861

Mary Paul & Alice Messam

[Signature]
Notary Public, State of Florida

REC FEE \$ 5.00
LOC ST. \$ _____
INT TAX \$ _____
SER CHG \$ _____
REFUND \$ _____
REC'D PAYMENT AS
INDICATED FOR CLASS
"C" INTANGIBLES & DOC
STAMP TAXES, SIGNED
[Signature]

DEF. REC
2799

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 5, 1990.
THUNDER THUMB NOTARY PUBLIC, US 90, 1000

PAGE:
11617

340126

87 MAY -7 AM 8:19

PREPARED BY: MARY CATHRYN PARK
450 NORWOOD ST
↑ MEADOWS ISLAND, FL 32958

A CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
THE BARBIZON APARTMENTS, A CONDOMINIUM

According to the Declaration of Condominium thereof, recorded in
O.R. Book 1671, commencing at Page 131,
Public Records of Brevard County, Florida

SECTION 1. At the Annual Meeting, held Friday, February 5, 1987, the
members (owners) of The Barbizon Apartments, A Condominium, a
Resolution was duly passed (by a vote of 27 to 3) that the following
By-Laws be adopted:

- A. That, during any calendar year, commencing retroactively
to January 1, 1987, each condominium unit will be limited in
occupancy at any time to no more than two (2) children under
sixteen (16) years of age. Further, said unit shall not be so
occupied for more than fourteen (14) days, consecutively or
non-consecutively, in any such calendar year.
- B. That, henceforth, none of said condominium units, or any interests
therein, shall be sold, leased, sub-let, or otherwise transferred,
except an owner shall have the right to give or devise his/her
interest, to any person under the age of sixteen (16).

SECTION 2. The adoption of said Resolution appears in the Minutes of the
above mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, as of March 30, 1987.

WITNESSED:

Cathy A. Life
Witness
Anne Watterbein
Witness

BARBIZON CONDOMINIUM ASSOCIATION, INC.

Mary Kathryn Park
President
Olivia Muscarello
Secretary

State of Florida, County of Brevard, Sworn to and Subscribed before me
March 30, 1987

REC'D \$ 5.00 FEE FOR PREPARED AS
DUP'Y \$ 2.00 SUGGESTED FEE CLASS
INT. FEE \$ 2.00 FEE FOR SIGNED S.D.C.
SEALED \$ 10.00 S.D.C. SIGNED
REFUND \$ 10.00 S.D.C.
This Letter Must Be Sent To: Notary
2787

Cathy A. Life
Notary Public, State of Florida
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Oct. 2, 1988
Resided: Thru Peterson - Bank Agency

322219

87MAR31 AM 8:36

Prepared by: Joseph W. Scott
P.O. Box 55
Cape Canaveral, FL
32420

R
CERTIFICATE OF AMENDMENT
OF THE DECLARATION OF
CONDOMINIUM FOR BARBIZON
APARTMENTS, A CONDOMINIUM

According to the Declaration of Condominium thereof, recorded in
O.R. Book 1671, commencing at Page 131,
Public Records of Brevard County, Florida.

SECTION 1. The following Resolution amending the Declaration of
Condominium was adopted at a joint meeting of the members and directors
of the Barbizon Condominium Association, Inc., to wit:

IT IS HEREBY RESOLVED that the Board of Directors of the Barbizon
Condominium Association may designate parking spaces and allocate those
spaces to the Unit Owners. Proximity to Unit and Desires of Unit Owners
shall be taken into consideration in determining the designations of all
Parking Spaces.

SECTION 2, This Resolution was duly approved by a majority of the
entire membership of the Board of Directors and not less than seventy-five
(75%) percent of the votes of the members of the Association voting in a
meeting duly held on November 13, 1982.

SECTION 3, All portions of the Declaration of Condominium in conflict
herewith are hereby repealed.

SECTION 4, The adoption of said Resolution appears upon the minutes
of the above mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, this 1 day of December 1982

WITNESSED

Witness

Witness

REC. FEE \$ 5.00
DOC ST. \$
INT. TAX \$
S.E. CHG. \$
P.O. CHG. \$
STAMP TAXES \$
UNCLERKED BY: [Signature]
RECEIVED PAYMENT AS
INDICATED FOR CLASS
OF [] IN []
STAMP TAXES \$ []

President

Secretary

State of Florida, County of Brevard, Sworn to and Subscribed
before me December 1, 1982.

Notary Public, State of Florida at Large
My Commission Expires Aug. 8, 1983
Notary to Administer the Oath of Office

Notary Public, State of Florida

725201

1983 JAN 28 AM 9:10

OFF. REC.
2408

PAGE
0606

CERTIFICATE OF AMENDMENT
OF BY-LAWS FOR BARBIZON
APARTMENTS, A CONDOMINIUM

Prepared by: Joseph W. Scott
P.O. Box 55
Cape Canaveral,
FL
32920

According to the Declaration of Condominium thereof, recorded in
O.R. Book 1671, commencing at Page 131,
Public Records of Brevard County, Florida.

SECTION 1. The following Resolution amending the By-Laws was adopted
at a joint meeting of the members and directors of the Barbizon Condominium
Association, Inc., to wit:

Whereas, a large number of unit owners are unavailable to attend the
annual meeting as it is now scheduled in the By-Laws, and

Whereas, Attendance would be greatly increased by scheduling the annual
meeting after the first of the year,

Now, Therefore, Be it Resolved as follows:

Section 3(c) "Annual Meeting" of the By-Laws of Barbizon Apartments,
A Condominium, is hereby deleted in its entirety and replaced with the
following Section.

(C) Annual Meeting. The Annual Meeting shall be held
at 3:00 P.M. Eastern Standard Time, on the first Thursday
in February of each year for the purpose of electing
Directors and transacting any other business authorized
to be transacted by the members, provided, however, that
if that day is a legal holiday, the meeting shall be held
at the same hour on the next secular day following. At
the Annual Meeting, the members shall elect by plurality
vote - (cumulative voting prohibited), a Board of Directors,
and shall transact such other business as may properly be
brought before the meeting.

SECTION 2. This Resolution was duly approved by a majority of the
entire membership of the Board of Directors and not less than seventy-five
percent (75%) of the votes of the members of the Association voting in a
meeting duly held on November 13, 1982.

SECTION 3. The adoption of said Resolution appears upon the minutes of
the above mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, as of December 1, 1982

WITNESSED

BARBIZON CONDOMINIUM ASSOCIATION, INC.

By Thomas H. Briggs
President

Witness

Alice Mesamer
Secretary

State of Florida, County of Brevard, Sworn to and Subscribed
before me December 1, 1982.

Notary Public, State of Florida at Large
(My Commission Expires Aug. 8, 1983)
Bonded by American Fire & Casualty Company

[Signature]
Notary Public, State of Florida

REC. FILE
530
JAN 28 1983
OFF. REC.
2408

725206

1983 JAN 28 AM 9:10

0605

Barbizon Condominium Rules

Owners are responsible for damage to the common areas made by themselves, their renters, their guests, their children, or their pets.

The recreational facilities of the condominium are for residents, their immediate families, actual house guests, and occasional parties. Use privileges are not to be freely extended to friends or casual acquaintances. The resident is always responsible for the conduct of his guests.

No rafts, floats, balls, or foreign objects are allowed in the pool (only personal safety devices are permitted). No food, glass, or metal containers, surfboards, or other foreign objects are allowed in the pool area. No pets, horseplay, running, or pool parties are permitted. No person under the age of 12 shall be permitted in the pool or pool area unless accompanied by an adult. Normal, modest bathing attire must be worn at all times. There will be no excessive noise, loud, or abusive language. Radios may be played only in a manner so as not to disturb others. No diapered babies are allowed in the pool. Showers must be taken before entering the pool; this includes the removal of suntan oil before entering the pool.

Pool hours are Mondays through Saturdays, 8 A.M. until 12 Midnight; the pool is closed Sundays. A maximum of 15 persons is permitted in the pool at one time.

Stairwell doors and gates must be kept closed at all times.

Excessive noise of any nature, which could annoy a resident, is prohibited. Noise levels of stereos, radios, TVs, etc., should be kept to a minimum.

There has been a condominium policy that pets should not be kept by owners or renters. However, exceptions may be made with the approval of the Board of Directors. For safety's sake and in case of an emergency, a record of temporary pet occupancy should be filed with the person holding the keyboard; a fire pet decal should be posted on the unit door or adjoining window.

No loose garbage shall be placed in the dumpster; all garbage shall be wrapped or inserted in a plastic or paper bag before being placed in garbage receptacles or containers (Cape Canaveral Ordinance No. 33-37, Sec. 1, Sec. 673.02).

Cape Canaveral's density ordinance limits condominium occupancy to four persons. No more than two(2) children may be part of this density ordinance; further, said unit shall not be so occupied for more than fourteen(14) consecutive or non-consecutive days in any such calendar year (By-Laws Amendment, March 1988).

None of the condominium units, or any interests therein, shall be sold, leased, sublet, or otherwise transferred to anyone under the age of twenty-five(25), except that an owner shall have the right to give or devise his/her interest to any person(s) of any age (By-Laws Amendment, March 1988).

Garments, towels, and the like may not be draped from the handrails, nor may rugs and mops be shaken from the balconies.

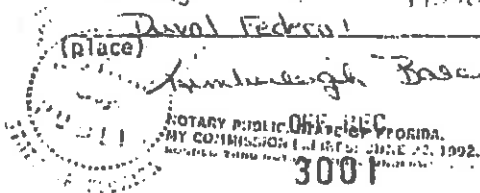
Work on automobiles, boats, or other vehicles in the parking lot is limited to minor adjustments and/or emergency repairs. Otherwise, disabled vehicles must be removed from the parking lot immediately (Cape Canaveral Ordinance No. 33-37, Sec. 1, Sec. 639.37). Campers, trucks, boats, motorcycles, and recreational vehicles are not to be parked in the parking lot unless approved by the Board of Directors. Under no circumstances is the parking lot to be used for overnight camping (Secs. 639.36 and 639.37).

A lessee should occupy the unit leased; there should be no subleasing, timesharing, room rental, or transient tenants. All guests staying more than two days must register with the person holding the keyboard.

The laundry is for the use of owners and lessees Mondays through Saturdays. Only emergency use will be permitted on Sundays.

A copy of the Rules should be signed by all tenants before their lease is approved, and a copy of the signed agreement should be kept by the unit owner, along with his signing. Copies of these Rules must also be filed with any real estate person for lessee signature.

Barbizon Condo
(President) *Barbizon Condo* (Secretary) *Barbizon Condo*
Barbizon Condo
(Place) *Barbizon Condo* (date) *6-13-89*



Seen and subscribed before me this date 13th of June 1989.
Barbizon Condo Association
PA. 3930

Barbizon Condo
215 Circle
Cape Canaveral, FL 32920
↑

C. R. Beck 10/71
Commencing at Pg. 31

685352

1989 JUN 15 AM 9:01

A CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
THE BARBIZON APARTMENTS, A CONDOMINIUM

According to the Declaration of Condominium thereof, recorded in O.R. Book
1671, commencing at Page 131, Public Records of Brevard
County, Florida

SECTION 1. At the Annual Meeting of the members (owners) of The Barbizon
Apartments, A Condominium, held Friday, February 5, 1987, a Resolution
was duly passed (by a vote of 27 to 3) that the following By-Laws be
adopted:

- A. That, during any calendar year, commencing retroactively to
January 1, 1987, each condominium unit will be limited in occu-
pancy at any time to no more than two (2) children under sixteen
(16) years of age. Further, said unit shall not be so occupied
for more than fourteen (14) days, consecutively or non-consecutively,
in any such calendar year.
- B. That, henceforth, none of said condominium units, or any interests
therein, shall be sold, leased, sub-let, or otherwise transferred
to anyone under the age of twenty-five (25), except that an owner
shall have the right to give or devise his/her interest, to any
person of any age.

SECTION 2. The adoption of said Resolution appears in the Minutes of the above
mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, as of May 6th, 1987.

WITNESSED:

BARBIZON CONDOMINIUM ASSOCIATION, INC.

[Signature]
Witness

[Signature]
President

[Signature]
Witness

[Signature]
Secretary, 215 Circle Drive
Cape Canaveral, FL 32920

State of Florida, County of Brevard, Sworn to and Subscribed before me 783-986

Mary Paul & Alice Messmer

[Signature]
Notary Public, State of Florida

REC FEE \$ 5.00
LOC ST. \$
INT TAX \$
SER CHG \$
REFUND \$
REC'D PAYMENT AS
INDICATED FOR CLASS
"C" INTERESTS & DOC
STAMP TAXES, SIGNED
DEF. REC

2799

PAGE:

11617

340126

87 MAY -7 AM 8:19

PREPARED BY: MARY CATHRYN PARK
450 NORWOOD ST
↑ MERRITT ISLAND FL 32952

A CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
THE BARBIZON APARTMENTS, A CONDOMINIUM

According to the Declaration of Condominium thereof, recorded in
O.R. Book 1671, commencing at Page 131,
Public Records of Brevard County, Florida

SECTION 1. At the Annual Meeting, held Friday, February 5, 1987, the
members (owners) of The Barbizon Apartments, A Condominium, a
Resolution was duly passed (by a vote of 27 to 3) that the following
By-Laws be adopted:

- A. That, during any calendar year, commencing retroactively
to January 1, 1987, each condominium unit will be limited in
occupancy at any time to no more than two (2) children under
sixteen (16) years of age. Further, said unit shall not be so
occupied for more than fourteen (14) days, consecutively or
non-consecutively, in any such calendar year.
- B. That, henceforth, none of said condominium units, or any interests
therein, shall be sold, leased, sub-let, or otherwise transferred,
except an owner shall have the right to give or devise his/her
interest, to any person under the age of sixteen (16).

SECTION 2. The adoption of said Resolution appears in the Minutes of the
above mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, as of March 30, 1987.

WITNESSED:

Cathy A. Lyle
Witness
Donna Witterocher
Witness

BARBIZON CONDOMINIUM ASSOCIATION, INC.
Walter Fellingmeier, Jr.
President
Alvin Messmer
Secretary

State of Florida, County of Brevard, Sworn to and Subscribed before me
March 30, 1987

RECEIVED \$ 5.00 FULL PAYMENT AS
DUPLICATE \$ _____ RECAPITULATED CLASS
RECAPITULATED \$ _____ RECAPITULATED CLASS
RECAPITULATED \$ 2.00 RECAPITULATED CLASS
RECAPITULATED \$ _____ RECAPITULATED CLASS
Don't Let Your Money Go To Waste
2787

Cathy A. Lyle
Notary Public, State of Florida
My Commission Expires Oct. 23, 1988
Brevard thru Putnam - Brevard Agency
1987

322219

87 MAR 31 AM 8:36

Prepared by and return to:

City of Cape Canaveral
Anthony A. Garganese, City Attorney
100 Polk Avenue
Cape Canaveral, Florida 32920

VESTED RIGHTS CERTIFICATE

Residential Condominium Densities

NOTICE is hereby given by the City of Cape Canaveral, Florida that pursuant to Chapter 115, Article II, of the City of Cape Canaveral Code of Ordinances, the existing density of 30 units existing at the BARBIZON APARTMENTS, a condominium, was deemed vested by the City Council by Resolution No. 2017-22

The subject residential condominium property upon which the aforementioned units are located is legally described as

See EXHIBIT "A."

This Certificate is being recorded against the subject residential condominium property and shall be deemed to run with the land including all common areas and units located thereon

This Certificate shall not be construed to vest the subject residential condominium property from any provision of the City's Comprehensive Plan, City Code, or other City regulations except, however, the number of residential units referenced above have been deemed vested upon the subject residential condominium property by the City Council in accordance with Resolution No. 2017-22

This Certificate, and the vested rights described herein, shall be subject to applicable provisions of the City's Comprehensive Plan, City Code and City regulations, as may be amended. This Certificate may be relied upon by the current and future owner(s) and mortgage holders of any of the existing residential units vested on the subject residential condominium property

Questions regarding this Certificate should be addressed to the City of Cape Canaveral, Community Development Department, City Hall, 100 Polk Avenue, Cape Canaveral, Florida 32920.

EXECUTED by the Mayor of the City of Cape Canaveral, Florida, this 24th day of January, 2018 in accordance with the requirements of the City Code and Resolution No. 2017-22

(City Seal)

ATTEST:

Mia Goforth, CMC, City Clerk

Bob Hoog, Mayor

APPROVED AS TO FORM:

Anthony A. Garganese, City Attorney

LEGAL DESCRIPTION FOR:

BARRIZON APARTMENTS, A CONDOMINIUM

A PORTION OF LOTS 2, 3, 12 AND 13, BLOCK 5, "CAPE CANAVERAL GARDENS UNIT NO. 2" AS RECORDED IN PLAT BOOK 17, PAGE 82, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 2; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID BLOCK 5 A DISTANCE OF 122.36 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON A CIRCULAR CURVE AND BEARING S 15° 53' 40" E OF THE CENTER OF SAID CURVE; THENCE FOR A FIRST COURSE PROCEED NORTHEASTERLY ALONG A CIRCULAR CURVE DIVERGING TO THE LEFT AND HAVING FOR ITS COMPONENT PARTS A RADIUS OF 337.37 FEET AND A CENTRAL ANGLE OF 22° 11' 13" FOR AN ARC DISTANCE OF 130.64 FEET; THENCE FOR A SECOND COURSE RUN S 38° 04' 53" E AND RADIAL TO THE AFOREDESCRIBED COURSE A DISTANCE OF 88.46 FEET; THENCE FOR A THIRD COURSE RUN S 1° 10' 00" E A DISTANCE OF 175.02 FEET; THENCE FOR A FOURTH COURSE RUN S 63° 14' 00" W A DISTANCE OF 42.44 FEET; THENCE FOR A FIFTH COURSE RUN S 82° 20' 75" W A DISTANCE OF 132.58 FEET; THENCE FOR A SIXTH COURSE RUN N 1° 10' 00" W A DISTANCE OF 122.53 FEET TO THE POINT OF BEGINNING.

AILEN ENGINEERING, INC
COCOA BEACH, FLORIDA

EXHIBIT

SHEET 2 OF 1

tabbies

A

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 1
Trust: 1.00
Rec: 9.00
Serv: 0.00
Excise: 0.00
Mtg: 0.00
nt Tax: 0.00

**CERTIFICATE OF AMENDMENT
OF BY-LAWS FOR BARBIZON
APARTMENTS, A CONDOMINIUM**

CFN 2005268633 07-28-2005 11:20 am
OR Book/Page: 5507 / 2043

According to the Declaration of condominium thereof, recorded in

O.R. Book 1671, commencing at page 131,
Public Records of Brevard County, Florida.

SECTION 1. The following Resolution amending the By-Laws was adopted at a meeting of the Board Of Directors of the Barbizon Condominium Association, Inc., and voted on by the owners of said Association, to wit:

Whereas, a large number of unit owners attend the annual meeting would find it more convenient to hold the meeting earlier in the day.

Now, Therefore, Be it resolved as follows:

Section 3 (c) "Annual Meeting" of the By-Laws of Barbizon Apartments, A Condominium, is hereby deleted in its entirety and replace with the following Section.

(C) Annual Meeting. The Annual Meeting shall be held at 1:00 P.M. Eastern Standard Time, on the first Thursday in February of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. At the Annual Meeting, the members shall elect by plurality vote - (cumulative voting prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting,

SECTION 2. This Resolution was duly unanimously approved by the Board of Directors and a majority percent 51% of the votes of the members of the Association voting by mail.

SECTION 3. The adoption of said Resolution appears upon the minutes of the Board of Directors on February 3, 2005.

EXECUTED AT Cape Canaveral, Florida, as of July 28, 2005

BARBIZON CONDOMINIUM ASSOCIATION, INC.

[Signature] Witness
[Signature] By Pauline R. Switer President

Sarah Hargrave Witness
Sarah Hargrave Theresa W. Hansen TREASURER

State of Florida, County of Brevard, Sworn to and Subscribed before me
7/28/2005 Florida Drivers Lic - Pauline R. Switer and Theresa W. Hansen

[Signature] Notary Public, State of Florida

DISC per F.S. 695.13(2)
Scott Ellis, Clerk
Brevard County, Florida



AMENDMENT
TO
DECLARATION OF CONDOMINIUM,
RESTRICTIONS, RESERVATIONS, COVENANTS,
CONDITIONS AND EASEMENTS
OF
BARBIZON
A CONDOMINIUM

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

Amendment to Article 10, Section (E) of the Declaration, as follows:

10. The making and collection of assessments against unit owners by the Association for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

(E) Assessments are due on the first of the month. Assessments are considered late if not postmarked by the tenth (10th) of the month. There will be a late fee of \$25.00 or five percent (5%) of the delinquent installment for which the payment is late, whichever is greater, for assessments received after the 10th of the month. Assessments that are unpaid for over thirty (30) days after the due date shall bear interest at the rate of ~~eighteen~~ ten-percent (180%) per annum from the due date until paid. Any payment received by the Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.

The amendment was duly approved by not less than fifty percent (50%) of the Board of Directors and not less than fifty percent (50%) of the votes of the members voting in the meeting held on February 7, 2019 in accordance with the provision of Paragraph 14 (B) 1 of the said Declaration of Condominium.

The adoption of the said Amendment appears upon the minutes of the above mentioned meeting.


Kathy Talerico, Secretary


Gerald Geraneo, President

State of Florida, County of Brevard, Sworn to and Subscribed before me KATHY TALERICO / Gerald A. Geraneo on Feb. 08, 2019


Notary Public, State of Florida



Brian Vesco
State of Florida
My Commission Expires 06/19/2022
Commission No. GG 230648

**AMENDMENT
TO
DECLARATION OF CONDOMINIUM,
RESTRICTIONS, RESERVATIONS, COVENANTS,
CONDITIONS AND EASEMENTS
OF
BARBIZON
A CONDOMINIUM**

Amendment to Article 12, Section (C) of the Declaration, creating sub-sections (4) and (5), as follows:

12. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the developer shall be subject to the following provisions as long as the condominium exists and the buildings containing the condominium units remain in useful condition upon the land, which provisions each unit owner covenants to observe:

* * *

(C) If the Association shall disapprove a proposed lease, occupant, or transfer of ownership of a unit, the matter shall be disposed of in the following manner:

* * *

(4) Disapproval For Good Cause. Notwithstanding anything to the contrary in this Declaration, if good cause exists for the Association to disapprove a proposed sale, lease, conveyance or transfer by gift, devise or inheritance, or any other manner of occupancy subject to approval by the Association in this Declaration, the Association shall not be obligated to purchase/lease, provide a substitute purchaser/lessee for the Unit, or permit the occupancy of such disapproved person(s). Good cause shall be defined to include the following:

i. The applicant fails to qualify for membership and/or occupancy because of any restriction(s) on ownership or occupancy as set forth in the Declaration; or

ii. The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or a felony in which the victim was a minor, within the ten (10) years preceding the date of application; or

iii. If the person is applying to be an owner or lessee, the applicant has declared bankruptcy within the last seven (7) years or been evicted for nonpayment of rent within the last three (3) years.

iv. The applicant takes possession of the unit prior to approval by the Association as provided for herein; or

v. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in the community as a tenant, guest, owner or occupant of a unit; or

vi. The applicant and/or owner fails to comply with the notice requirements of this Article 12.

vii. Unless otherwise agreed by the Board of Directors, no lease will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the owner of the unit is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable statutes, or if the unit is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time the Association is required to make its election hereunder.

(D) Application Fee. Except as otherwise prohibited or limited by law, the Association may charge an applicant addressed in this Article 12 an application fee and/or transfer fee, as applicable, in an amount as determined by the Board of Directors from time to time.

The amendment was duly approved by not less than fifty percent (50%) of the Board of Directors and not less than fifty percent (50%) of the votes of the members voting in the meeting held on February 7, 2019 in accordance with the provision of Paragraph 14 (B) 1 of the said Declaration of Condominium.

The adoption of the said Amendment appears upon the minutes of the above mentioned meeting.

Kathy Talerico
Kathy Talerico, Secretary

Gerald Geraneo
Gerald Geraneo, President

State of Florida, County of Brevard, Sworn to and Subscribed before
me KATHY TALERICO ^{Carroll A} _{Geraneo} on Feb. 08, 2019

[Signature]
Notary Public, State of Florida



Brian Vesco
State of Florida
My Commission Expires 06/19/2022
Commission No. GG 230648

**AMENDMENT
TO
DECLARATION OF CONDOMINIUM,
RESTRICTIONS, RESERVATIONS, COVENANTS,
CONDITIONS AND EASEMENTS
OF
BARBIZON
A CONDOMINIUM**

Amendment to Article 13, Section (F) of the Declaration, as follows:

(F) An owner shall show no sign, advertisement or notice of any type, including but not limited to "for sale" signs, "for lease" signs, open house signs, "no solicitation" signs and/or political signs, on the common property or visible from his unit, and erect no exterior antennas and aerials except as provided under uniform regulations promulgated by the Association. In addition, except for the attachment on the mantel or frame of the door of an owner of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep, religious signs are also not permitted on the common property or visible from his unit. This sub-paragraph shall not apply to the Developer and/or Institutional first mortgagees.

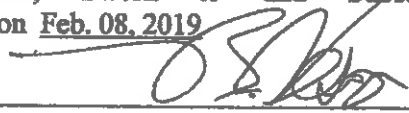
The amendment was duly approved by not less than fifty percent (50%) of the Board of Directors and not less than fifty percent (50%) of the votes of the members voting in the meeting held on February 7, 2019 in accordance with the provision of Paragraph 14 (B) 1 of the said Declaration of Condominium.

The adoption of the said Amendment appears upon the minutes of the above mentioned meeting.


Kathy Talerico, Secretary


Gerald Geranco, President

State of Florida, County of Brevard, Sworn to and Subscribed before
me Kathy Talerico Gerald A. Geranco on Feb. 08, 2019


Notary Public, State of Florida



Brian Vesco
State of Florida
My Commission Expires 06/19/2022
Commission No. GG 230648

Prepared by: Joseph W. Scott
P.O. Box 55
Cape, Canaveral, FL.
32920

CERTIFICATE OF AMENDMENT
OF THE DECLARATION OF
CONDOMINIUM FOR BARBIZON
APARTMENTS, A CONDOMINIUM

According to the Declaration of Condominium thereof, recorded in
O.R. Book 1671, commencing at Page 131,
Public Records of Brevard County, Florida.

SECTION 1. The following Resolution amending the Declaration of
Condominium was adopted at a joint meeting of the members and directors
of the Barbizon Condominium Association, Inc., to wit:

IT IS HEREBY RESOLVED that the Board of Directors of the Barbizon
Condominium Association may designate parking spaces and allocate those
spaces to the Unit Owners. Proximity to Unit and Desires of Unit Owners
shall be taken into consideration in determining the designations of all
Parking Spaces.

SECTION 2. This Resolution was duly approved by a majority of the
entire membership of the Board of Directors and not less than seventy-five
(75%) percent of the votes of the members of the Association voting in a
meeting duly held on November 13, 1982.

SECTION 3. All portions of the Declaration of Condominium in conflict
herewith are hereby repealed.

SECTION 4. The adoption of said Resolution appears upon the minutes
of the above mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, this 1 day of December 1982

WITNESSED

Witness

Witness

REC'D PAYMENT AS
MEMBER'S FEE CLASS
TO MEMBERSHIP CARD
STAMP ISSUED, SEVEN

President

Alice Messmer (SEAL)
Secretary

State of Florida, County of Brevard, Sworn to and Subscribed
before me December 1, 1982.

Notary Public, State of Florida at Large
My Commission Expires Aug. 8, 1983
Notary Public, State of Florida at Large

Notary Public, State of Florida

OFF. REC.
2408

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725201

1983 JAN 28 AM 9:10

CERTIFICATE OF AMENDMENT
OF BY-LAWS FOR BARBIZON
APARTMENTS, A CONDOMINIUM

Prepared by: Joseph W. Scott
P.O. Box 55
Cape Canaveral,
FL.
32920

According to the Declaration of Condominium thereof, recorded in
O.R. Book 1671, commencing at Page 131,
Public Records of Brevard County, Florida.

SECTION 1. The following Resolution amending the By-Laws was adopted
at a joint meeting of the members and directors of the Barbizon Condominium
Association, Inc., to wit:

Whereas, a large number of unit owners are unavailable to attend the
annual meeting as it is now scheduled in the By-Laws, and

Whereas, Attendance would be greatly increased by scheduling the annual
meeting after the first of the year,

Now, Therefore, Be it Resolved as follows:

Section 3(c) "Annual Meeting" of the By-Laws of Barbizon Apartments,
A Condominium, is hereby deleted in its entirety and replaced with the
following Section.

(C) Annual Meeting. The Annual Meeting shall be held
at 3:00 P.M. Eastern Standard Time, on the first Thursday,
in February of each year for the purpose of electing
Directors and transacting any other business authorized
to be transacted by the members, provided, however, that
if that day is a legal holiday, the meeting shall be held
at the same hour on the next secular day following. At
the Annual Meeting, the members shall elect by plurality
vote - (cumulative voting prohibited), a Board of Directors,
and shall transact such other business as may properly be
brought before the meeting.

SECTION 2. This Resolution was duly approved by a majority of the
entire membership of the Board of Directors and not less than seventy-five
percent (75%) of the votes of the members of the Association voting in a
meeting duly held on November 13, 1982.

SECTION 3. The adoption of said Resolution appears upon the minutes of
the above mentioned meeting and is unrevoked.

EXECUTED at Cape Canaveral, Florida, as of December 1, 1982

WITNESSED

BARBIZON CONDOMINIUM ASSOCIATION, INC.

By Thomas H. Briggs
President

Alice Mesamer
Secretary

Witness

State of Florida, County of Brevard, Sworn to and Subscribed
before me December 1, 1982.

Notary Public, State of Florida at Large
My Commission Expires Aug. 8, 1983
Bonded By American Fidelity & Casualty Company

Notary Public, State of Florida

725206

1983 JUN 28 AM 9:10

OFF. REC.
2408

0605
CASE:

CFN 2009021962 OR BK 5911 PAGE 5304,
Recorded 02/09/2009 at 11 18 AM Scott Ellis Clerk of
Courts Brevard County
Pgs 1

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

Restrictions, Reservations, Covenants,
Conditions and Easements

OF

BARBIZON, A CONDOMINIUM

14 This declaration of the Condominium may be amended only in
the following manner

(A) No change

(B) No change

(1) Not less than fifty percent (50%) of the Board of Directors and
not less than fifty percent (50%) of the votes of the members of
the Association voting at the particular meeting, or

(2) Not less than sixty percent (60%) of the votes of the entire
membership of the Association

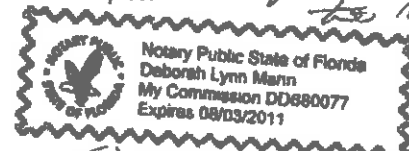
(3) Omit

This amendment was duly approved by not less than seventy five percent
(75%) of the entire membership of the Board of Directors and not less than
seventy five percent (75%) of the votes of the members of the Association
voting in the meeting duly held on February 5, 2009 in accordance with
the provisions of Paragraph 14B(1) of the said Declaration of
Condominium

The adoption of the said Amendment appears upon the minutes of the
above mentioned meeting

Pauline R. Suter
President
Thelma Hansen
Secretary

*Pauline Suter and
Thelma Hansen are personally known
to me.*



Deborah Lynn Mann
February 8, 2009
Brevard County

PROPOSED AMENDMENT
TO
DECLARATION OF CONDOMINIUM
Restrictions, Reservations, Covenants,
Conditions and Easements
OF
BARBIZON, A CONDOMINIUM

11. The use of the condominium property and other property and improvements in which the Association owns an interest shall be in accordance with the following provisions so long as the condominium exists and the buildings containing the condominium units remain in useful condition upon the land:

...

(E) After approval by the Association as hereinafter required, units may be rented provided that: other than the Association, no Owner shall enter into a lease or rental agreement, or other similar conveyance or use of a unit, during the initial six (6) years of ownership of the unit; the occupancy is only by a single family; ; and provided further that all requirements of Paragraph 11 above are met. If a unit may validly be leased, it may not be leased more than twice in any calendar year. No room or parts of a unit may be rented, and no transient tenants may be accommodated.

...

12. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner ~~other than the Developer~~ shall be subject to the following provisions as long as the condominium exists and the buildings containing the condominium units remain in useful condition upon the land, which provisions each unit owner covenants to observe:

...

(B) The approval of the Association that is required for the transfer or ownership of units shall be obtained in the following manner:

(1) Notice to Association.

...

(b) A unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease; provided that, a "bona fide lease" shall not include the attempted lease of a unit during the first six (6) years of an owner's ownership of the unit, nor the attempted lease of a unit for the third time in any calendar year.

...

(The remainder of the Declaration is unchanged. The amendment shall take effect upon its adoption and recordation in the Public Records of Brevard County; provided that this amendment shall only apply to owners taking title to Units after the date of such recordation.)

ORL DB: 937913_1

Pauline R. Suter Pres.
John M. Sec.

