

1277 PAGE 1

## DECLARATION OF CONDOMINIUM AND BY-LAWS

SOUTH BREVARD INVESTMENT CORPORATION, a Florida corporation having its principal place of business at P. O. Box Melbourne, Florida, hereinafter referred to as "Developer", on this 13 day of Sept., 1972, pursuant to Chapter 711, Florida Statutes, hereby declares and publishes this plan for ownership of condominium which shall hereafter be known as the THE FAIRWAYS OF BREVARD CONDOMINIUM PLAN #1. By such name reference may be had to this plan for the purpose of incorporating same and related deeds and other instruments. The Developer hereby submits to condominium ownership under said plan the following described land and improvements thereon and all improvements and related facilities thereafter erected thereon, situate, lying and

being in the County of Brevard, State of Florida, to wit:

A portion of Sec. 28, Twp. 28S., R. 37 E., being: A portion of Lot 13, as shown on the Plat of Florida Indian River Land Company as rec. in P.B.1, at P. 164, and all of Lots 1 through 2, and parts of Lots 3 and 4, Bl. 11, as shown on the Plat of Port Malabar Country Club Unit Two and rec. in P.B. 21 at Pages 134 through 1 being more particularly desc. as follows: Beg. at the NE corner of Lot 1, Bl. 1, run S. 89°23'58" E., a distance of 72.90 ft.; thence S. 27°19'20" E., a distance of 240.00 ft.; thence S. 62°40'40" W., a dist. of 87.00 ft.; thence S. 27°19'20" a dist. of 43.00 ft.; thence S. 62°40'40" W., a dist. of 70.00 ft.; thence 27°19' W., a dist. of 42.00 ft.; thence S. 62° 40'40" W., a dist. of 42.97 ft., to a pt. the Northerly R/W line of Port Malabar Blvd; thence Northwesterly along said R/W line and the arc of a circular curve to the right, having a radius of 950.00 ft. through a Central Angle of 21°57'42" for 364.14 ft. to a Pt. of Compound Curvature with a circular curve to the right, having a radius of 2950.00 ft.; thence Northwesterly along the arc of said curve through a Central Angle of 0°31'18" for 26.8 ft. to a Pt. of Compound Curvature with a circular curve to the right, having a radius of 25.00 ft.; thence Northeasterly along the arc of said curve through a Central Angle of 105°11'58" for 45.90 ft.; thence S. 89°23'58" East, 97.10 ft. to the Point-Of-Beginning.

All plat and record books refer to the Public Records of Brevard County, Florida, and all land lying in the City of Palm Bay, Brevard County, Florida, and containing 3.02 acres more or less.

The said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

FIRST: Name. The name by which this condominium shall be known and identified is THE FAIRWAYS OF BREVARD CONDOMINIUM.

SECOND: Identification. The condominium units and all other improvements constructed or to be constructed on the condominium property are set forth in the survey and plat attached

to and made a part hereof and marked Exhibit "B". Each condominium unit is described in said plat and survey in such manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as of the Common Elements appurtenant thereto.

Each condominium unit is identified by a number or letter or both, as shown on the survey and plat attached hereto as Exhibit "B", and made a part hereof, so that no unit bears the same designation as does any other unit.

THIRD: Definitions

a) Condominium unit - Means an apartment space or villa so designated on the sketch of survey and plat attached hereto and marked Exhibit "B".

b) Villa - Means a separate apartment structure so designated and shall be synonymous with individual condominium unit.

c) Common elements - Means and consists of the above described condominium property, less and except therefrom the condominium units all as described in Exhibit "B" attached hereto and made a part hereof.

d) Condominium Parcel - Means the combination of a condominium unit and the correlative inseparable interest in the Common Elements owned by any purchaser of title in condominium under this plan.

e) Owner - Means the person or persons owning a condominium parcel, including subsequent as well as initial purchasers.

f) Association - Means THE FIAMMAYS OF HARVARD ASSOCIATION #1, INC., and its successors, through which all the condominium parcel owners shall act as a group in performing community, cooperative, operational and administrative functions of the condominium projected by this plan in accordance with its terms and the provisions of Chapter 711, Florida Statutes.

g) Common Expense - Means and includes:

1. Expenses of administration, expenses of operation, maintenance, repair or replacement of the Common

Elements and of any portions of units which are or be-  
come the responsibility of the Association.

2. Expenses agreed upon as common expenses by the  
members of the Association.

3. Expenses declared to be common expenses by the  
provisions of this Declaration or other condominium  
documents including the By-Laws.

FOURTH: Share of Ownership and Expenses. Each owner  
of a condominium parcel shall be entitled to an undivided 1/36th  
interest in and to the common elements and any common surplus and,  
conversely, shall be liable for the payment of a 1/36th share of  
the common expenses.

FIFTH: Common Elements. Any right, title or interest  
in a condominium unit shall automatically carry with it as appurte-  
nances thereto, without the necessity of specific reference thereto,  
an undivided share of the Common Elements and a right to use the  
common elements in conjunction with the owners of other units. The  
Common Elements shall be as defined above and shall include but not  
be limited to easements through apartments for conduits, ducts,  
plumbing, wiring and other facilities for furnishing the utility  
services to apartments and the Common Elements; easement of support  
in every portion of an apartment which contributes to the apartment,  
of any utility room and all utility services which are available to  
more than one apartment, all recreational areas, lawn areas, drives  
and sidewalks, and all of the above described land and improvements  
not included within the interior surfaces of the walls, ceiling and  
floor of the individual apartments.

The Common Elements shall be owned in common by  
all the owners of units. Their usage may be restricted by regula-  
tions duly adopted by the Association's Board of Directors, which  
usage shall always be in recognition of the mutual rights and re-  
sponsibilities of each of the unit owners. The Common Elements  
shall remain undivided and no unit owner shall bring any action for

partition or division of the whole or any part thereof. The ordinary rights of tenants in common to partition at common law or by statute, are hereby expressly waived. No person claiming an interest in the Common Elements from any source whatever shall be entitled to possession of any part until or unless he is likewise vested of title to the correlative condominium unit pursuant to the provisions hereof.

In the event any portion of the common elements encroaches upon an apartment, or vice versa, a valid easement shall exist for the maintenance of such encroachment for so long as such encroachment remains and does exist.

**SIXTH: Common Expenses.** Each unit owner shall be liable for the payment of his share of the common expenses in accordance with his percentage of the ownership of the common elements hereinabove provided. The common expenses shall include the cost of maintenance and repair of the Common Elements, ground rent, fire and liability insurance, as provided hereinafter, costs of management of the condominium; administrative costs of the Association, including professional fees and expenses, costs of heater, electricity, and other utilities, (not metered to specific apartment units) and supplies used in conjunction with the Common Elements and any other costs and expenses that may be incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the By-Laws.

**SEVENTH: Association.** The Association which will be responsible for the operation of the condominium shall be THE FAIRWAYS OF BREVARD ASSOCIATION 81, INC., a non-profit membership corporation under the laws of the State of Florida. In accordance with the By-Laws, each owner of a vested present interest in the fee title to an apartment unit shall automatically become a member of the Association and his said membership shall terminate as of the time of termination of his vested interest in the fee title of the condominium unit. The affairs and property of the condominium shall be managed, operated and controlled by the Association through its Board of

Page Five: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

Directors in accordance with its By-Laws. The By-Laws of the Association are attached hereto, marked Exhibit "C" and made a part hereof.

In the event Developer should hereafter dedicate to condominium usage land contiguous to or near the above described property pursuant to separate Declaration of Condominium, then and in that event the owners of such new condominium units may become members of the Association and the Association sh dl be and hereby is authorized and empowered to manage and operate such additional condominiums provided, however, that each condominium serviced by the Association shall be separately operated, managed, budgeted and assessed and provided, further, that owners of condominium units shall not share in the common elements or be responsible for the expenses of condominiums other than their own.

EIGHTH: Changes in Plans and Specifications. The Developer hereto is hereby authorized to make whatever changes it may deem necessary in the plans and improvements on said property.

NINTH: Developer's Units and Privileges. The Developer is irrevocably empowered, notwithstanding anything hereto to the contrary, to sell, lease or rent units to any persons approved by it. Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the Common Elements and to show apartments. A sales office, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent, or lease as contained in this paragraph.

TENTH: Amendments. This Declaration may be amended at any time by affirmative vote of the owners of two-thirds (2/3) of the total condominium units, together with the consent of the Developer and any institutional lender having a mortgage or other lien against any condominium parcel. Notwithstanding the foregoing, Developer may amend the Declaration at any time for a period of

five years from the date of conveyance of the first unit or until all condominium units have been sold by it, for the purpose of implementing its rights reserved under this Declaration.

**ELEVENTH: Maintenance and Repairs.** Each unit owner shall maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceilings and floors) and maintain and repair all fixtures therein and shall pay for all utilities which are separately metered to his unit. No structural additions or alterations shall be made to any unit or other Common Elements without the prior written consent of the Association, acting through its Board of Directors and without the prior written consent of any holder of a mortgage encumbering the unit sought to be altered or improved. In the event an owner fails properly to maintain or repair his unit, the Association may make such repairs as its Board of Directors may deem necessary, in which event the cost thereof shall be assessed against such defaulting owner. The Association shall have a lien against such unit for the cost of any repairs it shall so make thereto, to the same extent and in the same manner as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of ten percent (10%) per annum and reasonable attorney's fees incurred by the Association in the collection thereof.

The Association shall be responsible for the maintenance and repair of all the common elements and shall determine the landscaping, exterior color scheme and decoration and exterior lighting of the improvements. No owner shall paint any exterior wall, door, window, patio, or any exterior surface, nor plant any plantings nor erect any exterior lights, nor erect or attach any structures or fixtures within the Common Elements, without the written consent of the Association.

**TWELFTH: Destruction.** The Association shall obtain appropriate insurance including fire and extended coverage insurance in a responsible insurance company satisfactory to institutional first mortgagees upon all of the insurable improvements for the full replacement thereof. In addition thereto, it shall obtain and maintain public liability insurance covering all of Common Elements



Page Seven: Declaration of Condominium and By-Laws -  
South Crevard Investment Corporation

and units and insuring it and the owners of units as their interests may appear with male limits of \$300,000 to \$500,000, and \$25,000 property damage or such greater amounts as to the Board of Directors may seem appropriate. The premiums for all such insurance shall be assessed against the unit owners as part of the annual assessment. The Association shall have full authority with approval of all institutional first mortgagees to compromise and settle all claims against insurance carriers and may institute legal proceedings for the collection thereof. Original policies of insurance shall be held by the Association and the first mortgagees shall be named as loss payees in the policies, as their interests may appear. Such provision shall not apply to the liability policies above referred to except as to a mortgage in possession. In the event of a total or substantial destruction of a unit or units, the Association shall cause same to be immediately repaired or reconstructed and shall utilize the insurance proceeds for such purpose. Said insurance proceeds shall be deemed a trust fund in the hands of the Association and shall be expenses solely for such repair or reconstruction. The owners of the damaged or destroyed units shall be responsible for the payment of any cost of reconstruction in excess of the insurance proceeds and the Association shall have a lien for such amount, plus legal interest and reasonable attorney's fees to the same extent that it shall have a lien for any unpaid assessments as provided by the Condominium Act. In the event of the destruction of more than one-half of the condominium improvements, the membership of the Association shall determine by a two-thirds majority vote whether to rebuild or whether the condominium shall be abandoned and the insurance proceeds apportioned among them and the first mortgagees, and the condominium property sold, or whether to take such other action as may be deemed appropriate in the circumstances.

THIRTEENTH: Restrictions, Easements and Appurtenances.

The following restrictions shall apply to and bind each unit in each condominium:

- a) Use thereof shall be limited to one-family residential usage and no commercial, professional or business use shall be permitted.

Page Eight: Declaration of Condominium and By-Laws -  
South Bravard Investment Corporation

b) No children under the age of 16 years shall reside in any unit except to the extent allowed by the By-Laws of the Association.

c) No signs of any description or nature shall be displayed by any unit owner, except with the written consent of the Association provided, however, that the Developer may display a "For Sale" sign or "For Rent" sign in front of units owned by it.

d) The occupants of the condominium units shall not permit loud and objectionable noises, obnoxious odors nor objectionable household pets to emanate from or occupy the premises. The question of objectionability shall be entirely within the discretion of the Association.

e) Owners and occupants of units shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association.

f) No wires, antennas, clothes lines, or other equipment or structures shall be erected, constructed, or maintained on the exterior of any unit or on or in any of the Common Elements except upon the written consent of the Association.

g) No unit owner shall permit or suffer anything to be done in his unit which will increase insurance rates on his unit or on the common property.

h) No unit owner shall commit or permit any nuisance, immoral or illegal act in his unit or in or on the Common Elements.

i) All unit owners shall conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the units and the Common Elements which may be adopted from time to time by the Association.

j) The Association or its agent, shall have the right to enter any unit at any reasonable time for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the Common Elements therein or accessible therefrom, or to determine compliance with the Condominium Act, this Declaration, or the By-Laws and regulations of the Association.

k) All plumbing and electrical repairs within

of any nature -

←

←



Page Nine: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

the units shall be the responsibility of the owner of the unit and the Association shall pay for and be responsible for repairs in electrical wiring within the Common Elements.

l) No unit owner shall dispose of trash and garbage other than in receptacles provided therefor pursuant to the By-Laws of the Association; and all common ways shall be maintained free of obstructions.

m) No unit shall be divided or subdivided and no structural changes or alterations shall be made therein without the prior written consent of the Association and first mortgage holders affected.

n) Each unit owner shall have a perpetual easement for ingress and egress to and from their units over stairs, terraces, porches, balconies, walkways, driveways and other Common Elements from and to public roadways bounding and/or serving the condominium property except as otherwise provided herein.

FOURTEENTH: Sale, Lease or Transfers. All sales, transfers, leases or any other disposition of condominium units shall be subject to the written approval of the Association in accordance with its By-Laws. Each owner shall furnish to the Association notice in writing of his intention to accept a bona fide offer to purchase, lease or otherwise dispose of his unit together with written evidence thereof within seven (7) days prior to the effective date of such disposition and the Association shall then have seven (7) days from the receipt thereof within which to approve or disapprove same. If disapproved, the Association shall then have the option to purchase or lease or otherwise acquire upon the same terms and conditions under which the owner intended to sell or lease. Notice in writing of the exercise of this option to purchase or lease will also be delivered within seven (7) days from the receipt of the aforesaid written notice required to be given to the Board and sale or conveyance or lease thereof will be completed diligently and within a reasonable time thereafter. The approval by the Board of Directors of the Association in any instance of any such sale or lease shall not constitute or be deemed to be a waiver of the necessity for such consent or approval to any further con-

veyance or lease or to any assignment or subletting of any previously approved lease. Failure of the Association to exercise its option after receipt of written notice by an owner of his intent to sell or lease within a period of seven (7) days shall be deemed consent by the Association to the transaction specified and owner shall be free to consummate the particular sale of the lease. The subletting of said unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of owners under the Condominium Plan covenants shall continue, notwithstanding the fact that they may have leased or rented said interest as provided herein.

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

FIFTEENTH: Assessments or liens. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and anticipated expenses for each fiscal year and the owner of each unit shall be responsible for the payment of the proportionate share (allocable to said unit) of such annual assessment based upon his pro rata liability for expenses as above set forth. One-twelfth of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year. In addition thereto, the Association shall have the power to levy special assessments against each unit, if necessary, to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the rate of ten per cent (10%) per annum, and the Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments which shall include accrued interest

and reasonable attorney's fees incurred by the Association incident to the collection of such lien. The Association may require each unit owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time.

**SIXTEENTH: Rights of Developer.** The Developer hereby reserves to itself, its successors and assigns, all right to the management of the affairs of the condominium and its Association during the first five (5) years from the date hereof or until such time as all units shall have been sold by the Developer, whichever shall first occur. To effectuate this intent during this period, Developer shall have the right to elect its nominees to the Board of Directors, notwithstanding any provision of the By-laws to the contrary.

At the date hereof construction of all of the improvements contemplated and described in the attached exhibits (as well as additional improvements contemplated by Developer in its master plan for developing contiguous property) have not been completed. Developer expressly reserves all rights necessary or desirable relative to the Common Elements and the condominium generally for the purpose of completing such improvements and effecting sale and lease of units, including but not limited to the right to amend this Declaration, (notwithstanding procedures for amendment set forth elsewhere). Developer shall be required, however, to obtain the consent of all institutional first mortgage holders to any such amendment, which consent shall not be withheld unless such amendment would impair the security of any such first mortgage.

Upon completion of all improvements, Developer on behalf of itself and the Association and the owners of all condominium units, shall file of record an instrument or instruments confirming the fact that all of said improvements have been completed and correcting for the record any discrepancy between the description of the completed improvements and that shown in the exhibits to the Declaration of Condominium, as amended.

**SEVENTEENTH: Lease of recreational facilities.** The Condominium Association shall have the right to lease or become the

Page Twelve: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

licensure of recreational facilities whether or not contiguous to the described property and may adopt rules and regulations for the use thereof. Any sums or charges incident thereto shall be deemed common expenses provided, however, that condominium parcel owners shall be liable for that share of recreational common expenses as shall be that fraction for which the numerator shall be one and the denominator shall be the total number of condominium parcels participating in the use of said facilities.

**EXHIBIT: Benefit and Effect.** Provisions of this Condominium Plan shall be construed as covenants, but may also be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked. If any of the terms, covenants, conditions and obligations herein will not operate or would prospectively operate to invalidate the Plan of Condominium, in whole or in part, or will require the doing of anything contrary to law, then any such terms, covenants, conditions or obligations only shall be held for naught as though not herein contained and the remainder of this Plan of Condominium shall remain operative and in full force and effect. The acceptance by any grantee of a deed from Developer or from any subsequent owner shall constitute not only approval, adoption and ratification of THE FAIRWAYS OF BREVARD CONDOMINIUM PLAN 01, but also agreement to abide by and be bound by all provisions of the Plan, as well as rules and regulations adopted subsequently in accordance therewith.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed in its corporate name by its President duly authorized and its corporate seal affixed on the day and year first above written.

SOUTH BREVARD INVESTMENT CORPORATION

Signed, sealed and delivered in the presence of:

By: W. S. S. S. S. President

William S. S. S.

Page Thirteen: Declaration of Condominium and By-Laws -  
South Broward Investment Corporation

STATE OF FLORIDA }  
COUNTY OF BROWARD } ss.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared H. E. FOTHER, well known to me to be the President of the corporation named in the foregoing Declaration, and that he acknowledged executing the same 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 this 12th day of September 1972.

Willis C. Cate  
Notary Public

My commission expires Aug. 12, 1974  
By Commission Expires Aug. 12, 1974  
Notary Public for the State of Florida



DECLARATION OF CONDOMINIUM AND BY-LAWS

SOUTH BREVARD INVESTMENT CORPORATION, a Florida corporation having its principal place of business at P. O. Box Melbourne, Florida, hereinafter referred to as "Developer", on this 13 day of Sept., 1972, pursuant to Chapter 711, Florida Statutes, hereby declares and publishes this plan for ownership of condominium which shall hereafter be known as the THE FAIRWAYS OF BREVARD CONDOMINIUM PLAN #1. By such name reference may be had to this plan for the purpose of incorporating same and related deeds and other instruments. The Developer hereby submits to condominium ownership under said plan the following described land and improvements thereon and all improvements and related facilities thereafter erected thereon, situate, lying and

being in the County of Brevard, State of Florida, to wit:

A portion of Sec. 28, Twp. 28S., R. 37 E., being: A portion of Lot 13, as shown on the Plat of Florida Indian River Land Company as rec. in P.B.L. at P. 164, and all of Lots 1 through 2, and parts of Lots 3 and 4, Bl. 11, as shown on the Plat of Port Malabar Country Club Unit Two and rec. in P.B. 21 at Pages 134 through 136, being more particularly desc. as follows: Beg. at the NE corner of Lot 1, Bl. 11, run S. 89°23'58" E., a distance of 72.90 ft.; thence S. 27°19'20" E., a distance of 240.00 ft.; thence S. 62°40'40" W., a dist. of 87.00 ft.; thence S. 27°19'20" E., a dist. of 43.00 ft.; thence S. 62°40'40" W., a dist. of 70.00 ft.; thence 27°19'20" W., a dist. of 42.00 ft.; thence S. 62°40'40" W., a dist. of 42.97 ft., to a pt. on the Northerly R/W line of Port Malabar Blvd; thence Northwesterly along said R/W line and the arc of a circular curve to the right, having a radius of 950.00 ft., through a Central Angle of 21°57'42" for 364.14 ft. to a Pt. of Compound Curvature, with a circular curve to the right, having a radius of 2950.00 ft.; thence Northwesterly along the arc of said curve through a Central Angle of 0°31'18" for 26.83 ft. to a Pt. of Compound Curvature with a circular curve to the right, having a radius of 25.00 ft.; thence Northeasterly along the arc of said curve through a Central Angle of 105°11'58" for 45.90 ft.; thence S. 89°23'58" East, 97.10 ft. to the Point-Of-Beginning.

All plat and record books refer to the Public Records of Brevard County, Florida, and all land lying in the City of Palm Bay, Brevard County, Florida, and containing 3.02 acres more or less.

The said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

FIRST: Name. The name by which this condominium shall be known and identified is THE FAIRWAYS OF BREVARD CONDOMINIUM.

SECOND: Identification. The condominium units and all other improvements constructed or to be constructed on the condominium property are set forth in the survey and plat attached



to and made a part hereof and marked Exhibit "B". Each condominium unit is described in said plat and survey in such manner that there can be determined therefrom the identification, location, dimensions and size of each unit as well as of the Common Elements appurtenant thereto.

Each condominium unit is identified by a number or letter or both, as shown on the survey and plat attached hereto as Exhibit "B", and made a part hereof, so that no unit bears the same designation as does any other unit.

THIRD: Definitions

a) Condominium unit - Means an apartment space or villa so designated on the sketch of survey and plat attached hereto and marked Exhibit "B".

b) Villa - Means a separate apartment structure so designated and shall be synonymous with individual condominium unit.

c) Common elements - Means and consists of the above described condominium property, less and except therefrom the condominium units all as described in Exhibit "B" attached hereto and made a part hereof,

d) Condominium Parcel - Means the combination of a condominium unit and the correlative inseparable interest in the Common Elements owned by any purchaser of title in condominium under this plan.

e) Owner - Means the person or persons owning a condominium parcel, including subsequent as well as initial purchasers.

f) Association - Means THE FIARWAYS OF BREVARD ASSOCIATION #1, INC., and its successors, through which all the condominium parcel owners shall act as a group in performing community, cooperative, operational and administrative functions of the condominium projected by this plan in accordance with its terms and the provisions of Chapter 711, Florida Statutes.

g) Common Expense - Means and includes:

1. Expenses of administration, expenses of operation, maintenance, repair or replacement of the Common

Page Three: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

Elements and of any portions of units which are or become the responsibility of the Association.

2. Expenses agreed upon as common expenses by the members of the Association.

3. Expenses declared to be common expenses by the provisions of this Declaration or other condominium documents including the By-Laws.

FOURTH: Share of Ownership and Expenses. Each owner of a condominium parcel shall be entitled to an undivided 1/36th interest in and to the common elements and any common surplus and, conversely, shall be liable for the payment of a 1/36th share of the common expenses.

FIFTH: Common Elements. Any right, title or interest in a condominium unit shall automatically carry with it as appurtenances thereto, without the necessity of specific reference thereto, an undivided share of the Common Elements and a right to use the common elements in conjunction with the owners of other units. The Common Elements shall be as defined above and shall include but not be limited to easements through apartments for conduits, ducts, plumbing, wiring and other facilities for furnishing the utility services to apartments and the Common Elements; easement of support in every portion of an apartment which contributes to the apartment, of any utility room and all utility services which are available to more than one apartment, all recreational areas, lawn areas, drives and sidewalks, and all of the above described land and improvements not included within the interior surfaces of the walls, ceiling and floor of the individual apartments.

The Common Elements shall be owned in common by all the owners of units. Their usage may be restricted by regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners. The Common Elements shall remain undivided and no unit owner shall bring any action for

Page Four: Declaration of Condominium and By-Laws  
South Brevard Investment Corporation

partition or division of the whole or any part thereof. The ordinary rights of tenants in common to partition at common law or by statute, are hereby expressly waived. No person claiming an interest in the Common Elements from any source whatever shall be entitled to possession of occupancy until or unless he is likewise vested of title to the correlative condominium unit pursuant to the provisions hereof.

In the event any portion of the common elements encroaches upon an apartment, or vice versa, a valid easement shall exist for the maintenance of such encroachment for so long as such encroachment remains and does exist.

SIXTH: Common Expenses. Each unit owner shall be liable for the payment of his share of the common expenses in accordance with his percentage of the ownership of the common elements hereinabove provided. The common expenses shall include the cost of maintenance and repair of the Common Elements, ground rent, fire and liability insurance, as provided hereinafter, costs of management of the condominium; administrative costs of the Association, including professional fees and expenses, costs of heater, electricity, and other utilities, (not metered to specific apartment units) and supplies used in conjunction with the Common Elements and any other costs and expenses that may be incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration or the By-Laws.

SEVENTH: Association. The Association which will be responsible for the operation of the condominium shall be THE FAIRWAYS OF BREVARD ASSOCIATION #1, INC., a non-profit membership corporation under the laws of the State of Florida. In accordance with the By-Laws, each owner of a vested present interest in the fee title to an apartment unit shall automatically become a member of the Association and his said membership shall terminate as of the time of termination of his vested interest in the fee title of the condominium unit. The affairs and property of the condominium shall be managed, operated and controlled by the Association through its Board of

Page Five: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

Directors in accordance with its By-Laws. The By-Laws of the Association are attached hereto, marked Exhibit "C" and made a part hereof.

In the event Developer should hereafter dedicate to condominium usage land contiguous to or near the above described property pursuant to separate Declaration of Condominium, then and in that event the owners of such new condominium units may become members of the Association and the Association shall be and hereby is authorized and empowered to manage and operate such additional condominiums provided, however, that each condominium serviced by the Association shall be separately operated, managed, budgeted and assessed and provided, further, that owners of condominium units shall not share in the common elements or be responsible for the expenses of condominiums other than their own.

EIGHTH: Changes in Plans and Specifications. The Developer herein is hereby authorized to make whatever changes it may deem necessary in the plans and improvements on said property.

NINTH: Developer's Units and Privileges. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by it. Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, the right to maintain models, have signs, employees in the office, use the Common Elements and to show apartments. A sales office, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent, or lease as contained in this paragraph.

TENTH: Amendments. This Declaration may be amended at any time by affirmative vote of the owners of two-thirds (2/3) of the total condominium units, together with the consent of the Developer and any institutional lender having a mortgage or other lien against any condominium parcel. Notwithstanding the foregoing, Developer may amend the Declaration at any time for a period of



Page Six: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

five years from the date of conveyance of the first unit or until all condominium units have been sold by it, for the purpose of implementing its rights reserved under this Declaration.

ELEVENTH: Maintenance and Repairs. Each unit owner shall maintain in good condition and repair his unit and all interior surfaces within or surrounding his unit (such as the surfaces of the walls, ceilings and floors) and maintain and repair all fixtures therein and shall pay for all utilities which are separately metered to his unit. No structural additions or alterations shall be made to any unit or other Common Elements without the prior written consent of the Association, acting through its Board of Directors and without the prior written consent of any holder of a mortgage encumbering the unit sought to be altered or improved. In the event an owner fails properly to maintain or repair his unit, the Association may make such repairs as its Board of Directors may deem necessary, in which event the cost thereof shall be assessed against such defaulting owner. The Association shall have a lien against such unit for the cost of any repairs it shall so make thereto, to the same extent and in the same manner as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of ten percent (10%) per annum and reasonable attorney's fees incurred by the Association in the collection thereof.

The Association shall be responsible for the maintenance and repair of all the common elements and shall determine the landscaping, exterior color scheme and decoration and exterior lighting of the improvements. No owner shall paint any exterior wall, door, window, patio, or any exterior surface, nor plant any plantings nor erect any exterior lights, nor erect or attach any structures or fixtures within the Common Elements, without the written consent of the Association.

TWELFTH: Destruction. The Association shall obtain appropriate insurance including fire and extended coverage insurance in a responsible insurance company satisfactory to institutional first mortgagees upon all of the insurable improvements for the full replacement therefor. In addition thereto, it shall obtain and maintain public liability insurance covering all of Common Elements

Page Seven: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

and units and insuring it and the owners of units as their interests may appear with main limits of \$300,000 to \$500,000, and \$25,000 property damage or such greater amounts as to the Board of Directors may seem appropriate. The premiums for all such insurance shall be assessed against the unit owners as part of the annual assessment. The Association shall have full authority with approval of all institutional first mortgagees to compromise and settle all claims against insurance carriers and may institute legal proceedings for the collection thereof. Original policies of insurance shall be held by the Association and the first mortgagees shall be named as loss payees in the policies, as their interests may appear. Such provision shall not apply to the liability policies above referred to except as to a mortgagee in possession. In the event of a total or substantial destruction of a unit or units, the Association shall cause same to be immediately repaired or reconstructed and shall utilize the insurance proceeds for such purpose. Said insurance proceeds shall be deemed a trust fund in the hands of the Association and shall be expenses solely for such repair or reconstruction. The owners of the damaged or destroyed units shall be responsible for the payment of any cost of reconstruction in excess of the insurance proceeds and the Association shall have a lien for such amount, plus legal interest and reasonable attorney's fees to the same extent that it shall have a lien for any unpaid assessments as provided by the Condominium Act. In the event of the destruction of more than one-half of the condominium improvements, the membership of the Association shall determine by a two-thirds majority vote whether to rebuild or whether the condominium shall be abandoned and the insurance proceeds apportioned among them and the first mortgagees, and the condominium property sold, or whether to take such other action as may be deemed appropriate in the circumstances.

THIRTEENTH: Restrictions, Easements and Appurtenances.

The following restrictions shall apply to and bind each unit in each condominium:

- a) Use thereof shall be limited to one-family residential usage and no commercial, professional or business use shall be permitted.



Page Eight: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

b) No children under the age of 16 years shall reside in any unit except to the extent allowed by the By-Laws of the Association.

c) No signs of any description or nature shall be displayed by any unit owner, except with the written consent of the Association provided, however, that the Developer may display a "For Sale" sign or "For Rent" sign in front of units owned by it.

d) The occupants of the condominium units shall not permit loud and objectionable noises, obnoxious odors nor objectionable household pets to emanate from or occupy the premises. The question of objectionability shall be entirely within the discretion of the Association.

e) Owners and occupants of units shall keep and obey all laws, ordinances and regulations of all governmental bodies, and all regulations that may be passed from time to time by the Association.

f) No wires, antennas, clothes lines, or other equipment or structures shall be erected, constructed, or maintained on the exterior of any unit or on or in any of the Common Elements except upon the written consent of the Association.

g) No unit owner shall permit or suffer anything to be done in his unit which will increase insurance rates on his unit or on the common property.

h) No unit owner shall commit or permit any nuisance, immoral or illegal act in his unit or in or on the Common Elements.

i) All unit owners shall conform to and abide by the By-Laws and the uniform rules and regulations in regard to the use of the units and the Common Elements which may be adopted from time to time by the Association.

j) The Association or its agent, shall have the right to enter any unit at any reasonable time for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the Common Elements therein or accessible therefrom, or to determine compliance with the Condominium Act, this Declaration, or the By-Laws and regulations of the Association.

k) All plumbing and electrical repairs within

Page Nine: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

the units shall be the responsibility of the owner of the unit and the Association shall pay for and be responsible for repairs in electrical wiring within the Common Elements.

l) No unit owner shall dispose of trash and garbage other than in receptacles provided therefor pursuant to the By-Laws of the Association; and all common ways shall be maintained free of obstructions.

m) No unit shall be divided or subdivided and no structural changes or alterations shall be made therein without the prior written consent of the Association and first mortgage holders affected.

n) Each unit owner shall have a perpetual easement for ingress and egress to and from their units over stairs, terraces, porches, balconies, walkways, driveways and other Common Elements from and to public roadways bounding and/or serving the condominium property except as otherwise provided herein.

FOURTEENTH: Sale, Lease or Transfers. All sales, transfers, leases or any other disposition of condominium units shall be subject to the written approval of the Association in accordance with its By-Laws. Each owner shall furnish to the Association notice in writing of his intention to accept a bona fide offer to purchase, lease or otherwise dispose of his unit together with written evidence thereof within seven (7) days prior to the effective date of such disposition and the Association shall then have seven (7) days from the receipt thereof within which to approve or disapprove same. If disapproved, the Association shall then have the option to purchase or lease or otherwise acquire upon the same terms and conditions under which the owner intended to sell or lease. Notice in writing of the exercise of this option to purchase or lease will also be delivered within seven (7) days from the receipt of the aforesaid written notice required to be given to the Board and sale or conveyance or lease thereof will be completed diligently and within a reasonable time thereafter. The approval by the Board of Directors of the Association in any instance of any such sale or lease shall not constitute or be deemed to be a waiver of the necessity for such consent or approval to any further con-

veyance or lease or to any assignment or subletting of any previously approved lease. Failure of the Association to exercise its option after receipt of written notice by an owner of his intent to sell or lease within a period of seven (7) days shall be deemed consent by the Association to the transaction specified and owner shall be free to consummate the particular sale or the lease. The subletting of said unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of owners under the Condominium Plan covenants shall continue, notwithstanding the fact that they may have leased or rented said interest as provided herein.

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

FIFTEENTH: Assessments or liens. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and anticipated expenses for each fiscal year and the owner of each unit shall be responsible for the payment of the proportionate share (allocable to said unit) of such annual assessment based upon his pro rata liability for expenses as above set forth. One-twelfth of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year. In addition thereto, the Association shall have the power to levy special assessments against each unit, if necessary, to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the rate of ten per cent (10%) per annum, and the Association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments which shall include accrued interest

and reasonable attorney's fees incurred by the Association incident to the collection of such lien. The Association may require each unit owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time.

SIXTEENTH: Rights of Developer. The Developer hereby reserves to itself, its successors and assigns, all right to the management of the affairs of the condominium and its Association during the first five (5) years from the date hereof or until such time as all units shall have been sold by the Developer, whichever shall first occur. To effectuate this intent during this period, Developer shall have the right to elect its nominees to the Board of Directors, notwithstanding any provision of the By-laws to the contrary.

At the date hereof construction of all of the improvements contemplated and described in the attached exhibits (as well as additional improvements contemplated by Developer in its master plan for developing contiguous property) have not been completed. Developer expressly reserves all rights necessary or desirable relative to the Common Elements and the condominium generally for the purpose of completing such improvements and effecting sale and lease of units, including but not limited to the right to amend this Declaration, (notwithstanding procedures for amendment set forth elsewhere). Developer shall be required, however, to obtain the consent of all institutional first mortgage holders to any such amendment, which consent shall not be withheld unless such amendment would impair the security of any such first mortgage.

Upon completion of all improvements, Developer on behalf of itself and the Association and the owners of all condominium units, shall file of record an instrument or instruments confirming the fact that all of said improvements have been completed and correcting for the record any discrepancy between the description of the completed improvements and that shown in the exhibits to the Declaration of Condominium, as amended.

SEVENTEENTH: Lease of recreational facilities. The Condominium Association shall have the right to lease or become the



Page Twelve: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

licensee of recreational facilities whether or not contiguous to the described property and may adopt rules and regulations for the use thereof. Any rents or charges incident thereto shall be deemed common expenses provided, however, that condominium parcel owners shall be liable for that share of recreational common expenses as shall be that fraction for which the numerator shall be one and the denominator shall be the total number of condominium parcels participating in the use of said facilities.

EIGHTEENTH: Benefit and Effect. Provisions of this Condominium Plan shall be construed as covenants, but may also be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked. If any of the terms, covenants, conditions and obligations herein will not operate or would prospectively operate to invalidate the Plan of Condominium, in whole or in part, or will require the doing of anything contrary to law, then any such terms, covenants, conditions or obligations only shall be held for naught as though not herein contained and the remainder of this Plan of Condominium shall remain operative and in full force and effect. The acceptance by any grantee of a deed from Developer or from any subsequent owner shall constitute not only approval, adoption and ratification of THE FAIRWAYS OF BREVARD CONDOMINIUM PLAN #1, but also agreement to abide by and be bound by all provisions of the Plan, as well as rules and regulations adopted subsequently in accordance therewith.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed in its corporate name by its President duly authorized and its corporate seal affixed on the day and year first above written.

SOUTH BREVARD INVESTMENT CORPORATION

Signed, sealed and delivered in the presence of:

By:

*[Signature]*

President

*[Signature]*  
*[Signature]*

Page Thirteen: Declaration of Condominium and By-Laws -  
South Brevard Investment Corporation

STATE OF FLORIDA     )  
                              ) SS.  
COUNTY OF BREVARD    )

I HEREBY CERTIFY that on this day, before me, an officer  
duly authorized in the State and County aforesaid to take acknow-  
ledgments, personally appeared H. E. POTTER, well known  
to me to be the President of the corporation named in the foregoing  
Declaration, and that he acknowledged executing the same 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 this 12th day of September,  
19 72.

*William C. Gater*  
Notary Public

My commission expires:  
Notary Public, State of Florida 22 Years  
My Commission Expires Aug. 17, 1973  
Bonded By American Fire & Casualty Co.





AMENDMENT TO DECLARATION OF  
CONDOMINIUM

SOUTH BREVARD INVESTMENT CORPORATION, a Florida corporation, hereby declares and publishes this First Amendment to a certain Declaration of Condominium for The Fairways of Brevard Condominium Plat #1, said Declaration of Condominium being dated the 13th day of September, 1972, and having been recorded on the 13th day of September, 1972 in Official Records Book 1277, Page 1, Public Records of Brevard County, Florida.

Therefore, South Brevard Investment Corporation does hereby amend such Declaration of Condominium as follows:

Article Thirteenth Section b stating "No children under the age of 16 years shall reside in any unit except to the extent allowed by the By-Laws of the Association" be and is hereby deleted in its entirety.

All other provisions of said Declaration of Condominium shall remain in full force and effect.

SOUTH BREVARD INVESTMENT CORPORATION

By

H. E. Potter  
President

Signed, sealed and delivered in the presence of:

Dennis R. Clift  
Dorothy L. O'Brien

STATE OF FLORIDA )  
COUNTY OF BREVARD ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared H. E. POTTER, well known to me to be the President of the corporation named in the foregoing Amendment to Declaration, and that he acknowledged executing the same 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, this 20th day of September, 1972.

Dorothy L. O'Brien  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Jan. 14, 1974  
Bonded by Transamerica Insurance Co.

FILED AND RECORDED  
BREVARD COUNTY, FLA.  
VERIFIED

1972 SEP 21 PM 12:49  
600030  
Clerk of Circuit Court

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
AND BY-LAWS

SOUTH BREVARD INVESTMENT CO., INC., the owner and developer of certain property known as The Fairways of Brevard Condominium, has covenanted and agreed to a certain Declaration of Condominium and By-Laws upon said property dated the 13th day of September, 1972, and recorded in Official Records Book 1277, Page 1, of the Public Records of Brevard County, Florida, and

WHEREAS, said Declaration of Condominium and By-Laws referred to said owner and developer as "South Brevard Investment Corporation" and the correct name of said owner and developer is "South Brevard Investment Co., Inc.",

THEREFORE, THESE PRESENTS WITNESSETH: that that certain Declaration of Condominium and By-Laws dated the 13th day of September, 1972 and recorded in Official Records Book 1277, Page 1, of the Public Records of Brevard County, Florida, is hereby amended to correct the name of the developer thereunder to SOUTH BREVARD INVESTMENT CO., INC.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed in its corporate name by its President and Secretary duly authorized and its corporate seal affixed on the 30<sup>th</sup> day of November, 1972.

Signed, sealed and  
delivered in the presence of:

William C. Pater

SOUTH BREVARD INVESTMENT CO., INC.

By William C. Pater  
President

Attest: William C. Pater  
Secretary



STATE OF FLORIDA )  
COUNTY OF BREVARD ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared H. E. POTTER and B. JO ANN POTTER, well known to me to be the President and Secretary respectively of SOUTH BREVARD INVESTMENT CO., INC., a corporation, and that they severally acknowledged executing the same 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, this 15TH day of DECEMBER, A.D., 1972.

William C. Potter  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Aug. 11, 1973  
Bonded By American Fire & Casualty Co.



FILED AND RECORDED  
BREVARD COUNTY, FLA.  
VERIFIED  
1972 FEB 9 PM 1 08  
823716  
C. J. [Signature]  
CLERK OF COURT

THIS INSTRUMENT WAS PREPARED BY  
WILLIAM C. POTTER of  
WILLIAMS, GEILICH & POTTER  
Attorneys at Law  
607 NEW HAVEN AVENUE, MELBOURNE, FLORIDA 32901

FILE 1412 PAGE 250

AMENDMENT TO

DECLARATION OF CONDOMINIUM

AND BY-LAWS

SOUTH BREVARD INVESTMENT COMPANY, INC., the owner and developer of certain property known as The Fairways of Brevard Condominium, has covenanted and agreed to a certain Declaration of Condominium and By-Laws upon said property dated the 13th day of September, 1972, and recorded in Official Records Book 1277, Page 1, of the Public Records of Brevard County, Florida and

WHEREAS, said Declaration of Condominium and By-Laws subjected certain real property to condominium ownership as set forth in said Declaration of Condominium and the owner and developer desires to amend the description of said property to include further real property,

THEREFORE, THESE PRESENTS WITNESSETH: that that certain Declaration of Condominium and By-Laws dated the 13th day of September, 1972 and recorded in Official Records Book 1277, Page 1, of the Public Records of Brevard County, Florida, is hereby amended to submit to condominium ownership under said plan the land described in Exhibit A attached hereto and made a part hereof by reference.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed in its corporate name by its President and Secretary duly authorized and its corporate seal affixed on the 17 day of January, 1974.

SOUTH BREVARD INVESTMENT COMPANY, INC.

Signed, sealed and  
delivered in the  
presence of:

James J. Heard  
Valley Z. Hays

By: Wes Atter  
President  
Attest: B. John Potter  
Secretary

100-4412-100

STATE OF FLORIDA       )  
                              ) SS.  
COUNTY OF BREVARD    )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared H.E. POTTER and B. JO ANN POTTER, well known to me to be the President and Secretary respectively of SOUTH BREVARD INVESTMENT COMPANY, INC., a corporation, and that they severally acknowledged executing the same 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, this 17 day of January, 1974.

*Calvin W. Hanger*  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Mar. 21, 1976  
Printed By American File & Copying Co.

1412 400

SCHEDULE "A"

A portion of Section 28, Township 28, South, Range 37 East, being: A portion of Lot 13 as shown on the Plat of Florida Indian River Land Company as recorded in Plat Book 1 at Page 164, and all of Lots 1, 2, 3, and part of Lot 4, Block 11, as shown on the Plat of Port Malabar Country Club Unit Two and recorded in Plat Book 21 at Pages 134 through 136, being more particularly described as follows:

Beginning at the Northeast corner of Lot 1, Block 11, said Plat of Port Malabar Country Club Unit Two, run South  $89^{\circ}23'58''$  East, a distance of 372.75 feet; thence South  $00^{\circ}36'02''$  West, a distance of 49.00 feet; thence North  $89^{\circ}23'58''$  West, a distance of 35.90 feet; thence South  $54^{\circ}39'06''$  West, on a line radial to the circular curve next described, for a distance of 131.85 feet; thence Northwesterly along the arc of a circular curve concave to the Northeast having a radius of 272.64 feet and through a central angle of  $00^{\circ}26'33''$  for a distance of 2.10 feet; thence South  $55^{\circ}05'39''$  West on a line radial to the circular curve next described, for a distance of 40.00 feet; thence Southeasterly along the arc of a circular curve concave to the Northeast having a radius of 312.64 feet and through a central angle of  $11^{\circ}54'41''$  for a distance of 65.00 feet; thence South  $43^{\circ}10'58''$  West on a line radial to the circular curve previously described, for a distance of 12.00 feet; thence South  $51^{\circ}14'57''$  West, for a distance of 251.61 feet to the Northeastly Right-of-Way line of Port Malabar Boulevard; thence Northwesterly along the Right-of-Way line of Port Malabar Boulevard and along the arc of a circular curve concave to the Northeast, having a radius of 950.00 feet and through a central angle of  $20^{\circ}45'56''$  for a distance of 344.31 feet to a Point of Compound Curvature; thence Northerly along the arc of a circular curve concave to the East, having a radius of 2,950.00 feet and through a central angle of  $00^{\circ}31'18''$  for a distance of 26.83 feet to a Point of Compound Curvature; thence North Easterly along the arc of a circular curve concave to the Southeast having a radius of 25.00 feet and through a central angle of  $105^{\circ}11'58''$ , for a distance of 45.90 feet; thence South  $89^{\circ}23'58''$  East for a distance of 47.10 feet to the Point of Beginning.

Containing 2.32 acres more or less.

All Plat and Record Books refer to Public Records of Brevard County, Florida.



CERTIFICATE OF AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF THE FAIRWAYS OF BREVARD CONDOMINIUM

THIS CERTIFICATE OF AMENDMENT is made this 15th day of January, 1981, by THE FAIRWAYS OF BREVARD ASSOCIATION #1, INC.

WHEREAS, THE FAIRWAYS OF BREVARD ASSOCIATION #1, INC., is the owners association of THE FAIRWAYS OF BREVARD CONDOMINIUM, and

WHEREAS, the owners of the units of THE FAIRWAYS OF BREVARD CONDOMINIUM are desirous of amending the Declaration of Condominium, and

WHEREAS, pursuant to paragraph "Tenth" of the Declaration of Condominium, a meeting of the owners of the units of THE FAIRWAYS OF BREVARD CONDOMINIUM was held on March 13 1979, and a vote was taken as to whether or not the following amendment should be made to the Declaration of Condominium:

Article 13.b. shall be amended to add the following: "No children under the age of 16 years shall reside in any unit except to the extent allowed by the By-Laws of the Association; provided, however, that this restriction shall not apply to any owner of a unit in the condominium prior to the date of this amendment, but shall apply to all future purchasers, transferees and successors in title."

and

WHEREAS, said vote was in favor of acceptance of the above amendmenet in excess of 2/3 of the owners of units in THE FAIRWAYS OF BREVARD CONDOMINIUM,

NOW, THEREFORE, the Declaration of Condominium of THE FAIRWAYS OF BREVARD CONDOMINIUM, is hereby amended in the following respect:

Article 13.b. is amended to add the following: "No children under the age of 16 years shall reside in any unit except to the extent allowed by the By-Laws of the Association; provided, however, that

501753

1981 JAN 20 PM 12:56

OFF. REC.

2277

PAGE

1243

this restriction shall not apply to any owner of a unit in the condominium prior to the date of this amendment, but shall apply to all future purchasers, transferees and successors in title."

IN WITNESS WHEREOF, THE FAIRWAYS OF BREVARD ASSOCIATION #1, INC., has caused this instrument to be executed by its corporate officers and the corporate seal affixed hereto this 15th day of January, 1981.

Signed, sealed and delivered in the presence of:

James L. Reinman  
Dorothy H. Stoddard

THE FAIRWAYS OF BREVARD ASSOCIATION #1, INC.

BY Paul V. Gandy  
President

ATTEST Dorothy B. Riedel  
Secretary

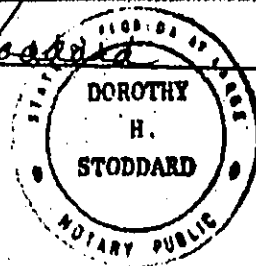
STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Paul V. Gandy and Dorothy B. Riedel, as President and Secretary respectively of THE FAIRWAYS OF BREVARD ASSOCIATION #1, INC., and they acknowledged before me that they executed same for the purposes expressed therein.

WITNESS my hand and official seal this 15th day of January, 1981.

Dorothy H. Stoddard  
NOTARY PUBLIC

MY COMMISSION EXPIRES:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JULY 13 1983  
BONDED THRU GENERAL INS. UNDERWRITERS

THIS INSTRUMENT PREPARED BY/RECORD TO:  
JAMES L. REINMAN of  
TEINMAN, HARELL, SILBERMAN, MOORE & BOYD, P.A.  
Post Office Drawer 639/1825 S. Riverview Dr.  
Melbourne, Florida 32901

OFF. REC.  
2277

PAGE  
11244

1  
 2  
 3  
 4  
 5  
 6  
 7  
 8  
 9  
 10  
 11  
 12  
 13  
 14  
 15  
 16  
 17  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28  
 29  
 30  
 31  
 32  
 33  
 34  
 35  
 36  
 37  
 38  
 39  
 40  
 41  
 42  
 43  
 44  
 45  
 46  
 47  
 48  
 49  
 50  
 51  
 52  
 53  
 54  
 55  
 56  
 57  
 58  
 59  
 60  
 61  
 62  
 63  
 64  
 65  
 66  
 67  
 68  
 69  
 70  
 71  
 72  
 73  
 74  
 75  
 76  
 77  
 78  
 79  
 80  
 81  
 82  
 83  
 84  
 85  
 86  
 87  
 88  
 89  
 90  
 91  
 92  
 93  
 94  
 95  
 96  
 97  
 98  
 99  
 100

RECORDED AND VERIFIED  
*[Signature]*  
 CLERK, CIRCUIT COURT  
 BREVARD COUNTY, FLA.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
 OF

FAIRWAYS OF BREVARD ASSOCIATION #1, INC.  
 715 Port Malabar Blvd N.E.  
 Palm Bay 32901

Pursuant to the Provisions of Chapter 687, Florida  
 Statutes, the undersigned Corporation adopts the following  
 amendments to the Declaration of Condominium filed in O.R.  
 Book 1277, Pages 9 and 10:

FIRST:

FOURTEENTH: Sale, Lease or Transfers. All sales,  
 transfers, leases or any other disposition of condominium  
 units shall be subject to the written approval of the  
 Association in accordance with its By-Laws. There shall be  
 a minimum requirement of one (1) year on any lease or any  
 rental arrangement of a rental unit. Each owner shall  
 furnish to the Association notice in writing of his  
 intention to accept a bona fide offer to purchase, lease or  
 otherwise dispose of his unit together with written evidence  
 thereof at least seven (7) days prior to the effective date  
 of such disposition and the association shall then have  
 seven (7) days from the receipt thereof within which to  
 approve or disapprove same. If disapproved, the Association  
 shall then have the option to purchase, lease or otherwise  
 acquire the property upon the same terms and conditions  
 under which the owner intended to sell or lease said  
 property. Notice in writing of the exercise of this option  
 to purchase or lease shall be delivered within seven (7)  
 days from the receipt of the aforesaid written notice  
 required to be given to the Board and the sale, conveyance  
 or lease thereof will be completed diligently and within a  
 reasonable time thereafter. The approval by the Board of  
 Directors of the Association of any such sale or lease shall  
 not constitute or be deemed to be a waiver of the necessity  
 for such consent or approval to any further conveyance,  
 lease, assignment or subletting of any previously approved  
 lease. Failure of the Association to exercise its option  
 after receipt of written notice by an owner of his intent to  
 sell or lease within a period of seven (7) days shall be  
 deemed consent by the Association to the transaction  
 specified and owner shall be free to consummate the  
 particular sale of the lease. The subletting of said unit  
 shall be subject to the same limitations as are applicable  
 to the leasing or renting thereof. The liability of owners  
 under the Condominium Plan covenants shall continue,  
 notwithstanding the fact that they may have leased or rented  
 said interest as provided herein.

555756

88 AUG 31 AM 8:11

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

FIFTEENTH: Assessments or liens. The Board of Directors of the Association shall approve annual budgets of projected anticipated income and anticipated expenses for each fiscal year and the owner of each unit shall be responsible for the payment of the proportionate share (allocable to said unit) of such annual assessment based upon his pro rata liability for expenses as above set forth. One-twelfth of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each month of each fiscal year and is delinquent on the fifth day of each month. A surcharge for a delinquent payment shall be as follows:

\$5.00 if paid between the 5th and the 9th day.  
\$10.00 if paid on or after the 10th day.

In addition thereto, the Association shall have the power to levy special assessments against each unit, if necessary, to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments which are not paid when due shall bear interest from the due date until paid at the rate of ten percent (10%) per annum, and the association shall have the remedies and liens provided by the Condominium Act with respect to unpaid assessments which shall include accrued interest and reasonable attorney's fees incurred by the Association incident to the collection of such lien. The Association may require each unit owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time.

SECOND: The amendment was adopted by the Board of Directors on the 28th day of January, 1988.

OFF. REC.  
2938

PAGE  
1445

THIRD: The amendment was approved by a majority of the shareholders of the Corporation on the 18th day of February, 1988.

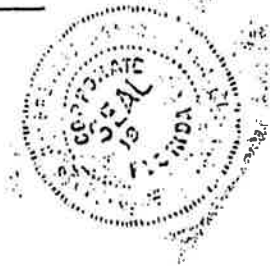
DATED:

FAIRWAYS OF BREVARD  
ASSOCIATION #1, INC.

BY:

Carl R. Anken  
President

Mark O. Fritchell  
Witness, Director



State of Florida  
County of Brevard

Sworn to and subscribed before  
me this 18<sup>th</sup> day of February, 1988.

My Comm Expires  
2/15/91

Alma A. Luchessa  
Notary Public





RETURN TO KARL KRISTENSEN  
725 PORT MALABAR BLVD N.E.  
#300 Palm Bay, FL 32905  
#951-0999 Prepared By: ↑

*Landy Craig* Clerk Circuit Court  
Recorded and Verified Brevard County, FL  
# Pgs. 2 Names 2  
Trust Fund 150 Rec Fee 9.00  
Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
OF  
THE FAIRWAYS OF BREVARD ASSOCIATION #1, INC.  
725 PORT MALABAR BLVD., N.E., PALM BAY, FLORIDA 32905

Pursuant to the Provisions of Chapter 607, Florida Statutes,  
the undersigned Corporation adopts the following Amendments  
to the Declaration of Condominium filed on O.R. Book 1277,  
Pages 1 to 13:

FIRST:

THIRTEENTH: Restrictions, Easements and Appurtenances.

Page 8, Subsection d) The occupants of the condominium  
units shall not permit loud and objectionable noises, obnoxious  
odors nor objectionable household pets to emanate from or occupy  
the premises. The question of objectionability shall be entirely  
within the discretion of the Association. Dogs within the  
condominium are prohibited.

Page 8, Subsection f) No wires, antennas, clothes lines,  
or other equipment or structures shall be erected, constructed  
or maintained on the exterior of any unit or on or in any of  
the Common Elements except upon the written consent of the  
Association. However, Hurricane Shutters are permitted provided  
they meet the standards of the specifications approved by the  
Board of Directors of the Association. The unit owner shall  
submit a written application for approval of installation of  
hurricane shutters and provide sufficient information for the  
Board of Directors to evaluate the design and the contractor  
as compared to the specifications generated by the Association.

Page 9, New Section o) It shall be the responsibility of  
unit owners to notify the Board of Director Secretary in writing  
of guests occupying a unit while owner of unit is absent.  
Overnight guests shall be required to adhere to all the  
condominium rules and laws.

Visitation of overnight guests under the age of sixteen (16)  
shall be limited to thirty (30) days in any one (1) year period.

368278

93 APR 26 AM 9:47

Page 9, New Section p) Smoking is prohibited within common elements, such as the laundry facilities, storage areas, meter room, dumpster enclosure, storage shed in parking lot, and at all board meetings. Signs will be posted in conspicuous areas. The Board of Directors is responsible for enforcing the restrictions in non-smoking areas.

SECOND: These amendments were adopted by the Board of Directors on the 7th day of January, 1993.

THIRD: These amendments were approved by a majority of the shareholders of the Corporation on the 11th day of February, 1993.

DATED: APRIL 22 1993

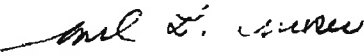
THE FAIRWAYS OF BREVARD  
ASSOCIATION #1, INC.

BY:

  
President

KARL KRISTENSON

735 Port Malabar Blvd #300  
N.E. Palm Bay FL


  
Witness, Director

CARL L. ANKER



State of Florida  
County of Brevard  
I, \_\_\_\_\_, do hereby certify that  
I have to and Subscribed before me this  
22nd day of April 1993

-2-

  
Billie L. Footwell

Known to me  
personally.

BK0284PG1434

### CERTIFICATE OF AMENDMENT

This is to certify that on the 7th day of February, 2008 at a duly called meeting of the unit owners of The Fairways of Brevard Association #1, Inc , a condominium, the attached Amendment to Declaration of Condominium of The Fairways of Brevard Association #1, Inc , a condominium, was adopted by not less than two-thirds (2/3) of the total vote of the members of the association

IN WITNESS WHEREOF THE ASSOCIATION HAS EXECUTED THIS  
CERTIFICATE OF AMENDMENT ON THE DAY AND YEAR FIRST  
WRITTEN ABOVE.

Attest

Beverly Pearsall  
Secretary, Beverly Pearsall

[Signature]  
Witness

The Fairways of Brevard Association #1, Inc

Paul Diamond  
By Paul Diamond, its President

STATE OF FLORIDA )  
COUNTRY OF BREVARD)

BEFORE ME, personally appeared Beverly Pearsall & Paul Diamond, President and Secretary to me well known and known to me to be the person described in and executed the foregoing Amendment to Declaration of Condominium as President and Secretary of The Fairways of Brevard Association #1, Inc , a condominium and severely acknowledged to me and before me that they execute said instrument for the purposes therein expressed Witness my hand an official seal this 27th day of February, 2008, in the aforesaid county and state

Eloyce A. Burney  
Notary Public

ELOYCE A. BURNEY  
Notary Public - State of Florida  
My Commission Expires Jul 4, 2010  
Commission # DD 570846  
Bonded By National Notary Assn

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
THE FAIRWAYS OF BREVARD ASSOCIATION # 1, INC.  
725 PORT MALABAR BLVD, NE, PALM BAY, FL, 32905**

Pursuant to the Provisions of Chapter 607, Florida Statutes, the undersigned Corporation adopts the following Amendment to the Declaration of Condominium filed on O R Book 1277 Pages 1 to 13.

FIRST Page 9, THIRTEENTH. Restrictions . , add a New Section q) All 36 Units within the Fairways of Brevard Association #1 are reserved for "Housing for Older Persons", within the meaning of Federal and Florida documents of Ref 1 and 2 All of these 36 Units are reserved for occupancy by at least one person who is fifty-five (55) years of age or older.

All residents and all prospective residents shall promptly register with and provide age documentation (that is, a copy of their birth certificate or driver's license) to the Association No Unit may be resided in by any party, or leased, or sub-leased to any party unless at least one of the occupants is 55 years of age or older. However, in cases of hardship, on the sole discretion of the BOD, exception to the foregoing residency requirement may be made, however, at all times the percentage of occupied Units having a resident 55 of age or older shall be at least eighty percent

As long as the Fairways of Brevard Association No 1 qualifies as Housing for Older Persons, no occupants may reside in any Unit unless they are eighteen (18) years of age or older "Reside" for purposes hereof shall mean occupancy for thirty of more days in a twelve month period

A Unit owner intending to make a lease of the Unit, shall give to the Association a written notice of intention to lease, together with the name and address of the intended lessee, and such information as the Association may reasonably require, and a copy of the proposed written lease

No sale, transfer, lease or conveyance of a Unit shall be valid without written approval by the BOD of the Association in accordance with our Declaration of Condominium, pg. 9, and paragraph FOURTEENTH.

Ref.1. Federal Document 42 USC3607 (b) (2) (C), especially pages CRS13, 14, and 15.  
Ref 2 Florida Document, Florida Commission on Human Relations

SECOND This amendment was adopted by the Board of Directors on the 28<sup>th</sup> day of Aug 2007

THIRD This amendment was approved by a majority of the members of the Association on the 7th day of February, 2008

IN WITNESS WHEREOF THE ASSOCIATION HAS EXECUTED THIS  
AMENDMENT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

Attest

Beverly Pearsall  
Secretary, Beverly Pearsall

Jim  
Witness

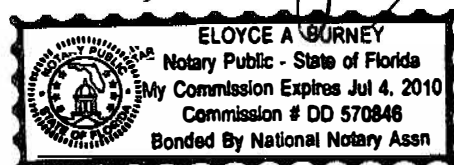
The Fairways of Brevard Association #1, Inc

Paul Diamond  
By Paul Diamond, its President

STATE OF FLORIDA     )  
COUNTRY OF BREVARD)

BEFORE ME, personally appeared Paul Diamond President to me well known and known to me to be the person described in and executed the foregoing Amendment to Declaration of Condominium as President and Secretary of The Fairways of Brevard Association #1, Inc , a condominium and severely acknowledged to me and before me that they execute said instrument for the purposes therein expressed Witness my hand an official seal this 27th day of February, 2008, in the aforesaid county and state

Eloyce A. Burney  
Notary Public





Prepared by & Return to:  
Robert Norris, President  
725 Port Malabar Blvd. NE Unit# 100  
Palm Bay, FL 32905

### AMENDMENT CERTIFICATE

This is to certify that on the 29th of June, 2015 the unit owners of The Fairways of Brevard Association No.1, Inc., a condominium and a corporation not for profit under the laws of the State of Florida, the attached Amendment to the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1, Inc., was adopted by not less than a majority of the Board and a 2/3 majority of the total vote of the members of the association.

**IN WITNESS WHEREOF THE ASSOCIATION HAS EXECUTED THIS CERTIFICATE OF AMENDMENT  
ON THE DAY AND YEAR FIRST WRITTEN ABOVE.**

Attest

Louise Belcher

Secretary-Louise Belcher

Witness

Bradley R. Jacvi

Bradley R. Jacvi

Witness

The Fairways of Brevard  
Association No.1, Inc.

Robert Norris

By Robert Norris

Its' President

STATE OF FLORIDA )  
COUNTY OF BREVARD)

BEFORE ME, personally appeared LOUISE BELCHER <sup>LC</sup>, President  
and LOUISE BELCHER, Secretary to me well known and known to me to be the  
persons described in and executed the foregoing Amendment to the Declaration for The Fairways of  
Brevard as President of the The Fairways of Brevard Association No.1, Inc. and severely acknowledged to  
me and before me that they execute said instrument for the purposes therein expressed. Witness my  
hand an official seal this 29<sup>th</sup> of June 29, 2015, in the aforesaid county and state. <sup>LC</sup>



LISA K. CANTLON  
MY COMMISSION # FF 053645  
EXPIRES: October 25, 2017  
Bonded Thru Budget Notary Services

Lisa K. Cantlon  
Notary Public

**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM AND BY-LAWS  
THE FAIRWAYS OF BREVARD ASSOCIATION NO.1, INC.**

THIS AMENDMENT, made to the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1, a corporation not for profit under the laws of the State of Florida, executed this 29th day of June, 2015.

**WITNESSETH:**

**WHEREAS**, there are recorded in the Public Records of Brevard County, Florida the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1 as recorded in Official Records Book 1277 at Pages 9 and 10 and ,

**WHEREAS**, The Fairways of Brevard Association No.1 Inc., is a condominium association organized and existing under the laws of the State of Florida pursuant to Chapter 718 in the Florida Statutes; and

**WHEREAS**, the Declaration for The Fairways, Section 10. Amendments of Declaration, by the Association, reserved unto the unit owners of record the right to amend the Declaration; and

**WHEREAS**, after due notice, a vote of written consent was held to vote on these amendments to the Declaration; and

**WHEREAS**, a 2/3 majority of the total votes of the members of the association, by written consent, approved said amendment.

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1, Inc., does hereby declare the Declaration to be amended as follows:

**1. Section Fourteen shall be added to the Amended and shall read as follows:**

**FOURTEENTH:** Sale, Lease or Transfers. All sales, transfers, leases or any other disposition of condominium units shall be subject to the written approval of the Association in accordance with its By-Laws. There shall be a minimum requirement of one (1) year on any lease or any rental arrangement of a rental unit. Each owner shall furnish to the

Association notice in writing of his intention to accept a bona fide offer to purchase, lease or otherwise dispose of his unit together with written evidence thereof at least seven (7) days prior to the effective date of such disposition and the association shall then have seven (7) days from the receipt thereof within which to approve or disapprove same. If disapproved, the Association shall then have the option to purchase, lease or otherwise acquire the property upon the same terms and conditions under which the owner intended to see or lease said property. Notice in writing of the exercise of this option to purchase or lease shall be delivered within seven (7) days from the receipt of the aforesaid written notice required to be given to the Board and the sale, conveyance or lease thereof will be completed diligently and within a reasonable time thereafter. The approval by the Board of Directors of the Association of any such sale or lease shall not constitute or be deemed to be a waiver of the necessity for such consent or approval to any further conveyance, lease, assignment or subletting of any previously approved lease. Failure of the Association to exercise its option after receipt of written notice by an owner of his intent to sell or lease within a period of seven (7) days shall be deemed consent by the Association to the transaction specified and owner shall be free to consummate the particular sale of the lease. The subletting of said unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of owners under the Condominium Plan covenants shall continue, notwithstanding the fact that they may have leased or rented said interest as provided herein.

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

Lease Waiting Period. Beginning with the date on which this Amendment is recorded in the public records, no Owner may lease or rent his or her Unit until after the Owner has owned the Unit for at least two (2) years. However, should an Owner take title to a Unit where a lease is already in place, the lease may continue until the end of the lease term, after which time no renewal or new lease or rental shall be permitted unless the Owner has owned the Unit for a period for at least two (2) years. This Amendment shall apply to future as well as to existing Owners."

IN WITNESS WHEREOF THE ASSOCIATION HAS EXECUTED THIS AMENDMENT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

Attest

Louise Belcher

Secretary – Louise Belcher

Witness

Bradley R. Jarvis

Witness

The Fairways of Brevard  
Association No.1, Inc.

Robert Norris

By Robert Norris

Its' President

STATE OF FLORIDA )  
COUNTY OF BREVARD)

BEFORE ME, personally appeared ROBERT NORRIS, President  
and LOUISE BELCHER, Secretary to me well known and known to me to be the  
persons described in and executed the foregoing Amendment to the Declaration for The Fairways as  
President of The Fairways of Brevard Association No. 1, Inc. and severely acknowledged to me and  
before me that they execute said instrument for the purposes therein expressed. Witness my hand an  
official seal this 29th of June, 2015, in the aforesaid county and state.



LISA K. CANTLON  
MY COMMISSION # FF 053645  
EXPIRES: October 25, 2017  
Bonded Thru Budget Notary Services

Lisa K. Cantlon  
Notary Public


44C  
Prepared by & Return to:  
Ron Fricke, President  
725 Port Malabar Blvd. NE Unit# 107  
Palm Bay, FL 32905


**AMENDMENT CERTIFICATE**

This is to certify that on the 2nd of February, 2023 the unit owners of The Fairways of Brevard Association No.1, Inc., a condominium and a corporation not for profit under the laws of the State of Florida, the attached Amendment to the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1, Inc., was adopted by not less than a majority of the Board and a 2/3 majority of the total vote of the members of the association

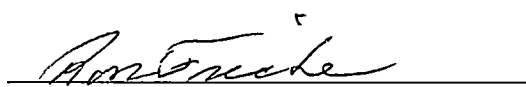
**IN WITNESS WHEREOF THE ASSOCIATION HAS EXECUTED THIS CERTIFICATE OF AMENDMENT  
ON THE DAY AND YEAR FIRST WRITTEN ABOVE.**

Attest

  
Secretary-Judy Leighton  
Witness

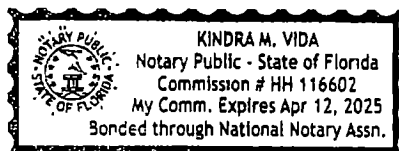
  
Bradley R. Jarvi  
Witness

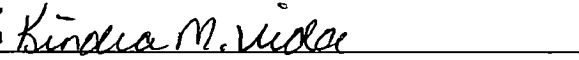
The Fairways of Brevard  
Association No.1, Inc.

  
By Ron Fricke  
Its' President

STATE OF FLORIDA    )  
COUNTY OF BREVARD)

BEFORE ME, personally appeared Ron Fricke, President and Judy Leighton, Secretary to me well known and known to me to be the persons described in and executed the foregoing Amendment to the Declaration for The Fairways of Brevard as President of the The Fairways of Brevard Association No.1, Inc. and severely acknowledged to me and before me that they execute said instrument for the purposes therein expressed. Witness my hand and official seal this 14 of February, 2023, in the aforesaid county and state



  
Notary Public



**AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM AND BY-LAWS  
THE FAIRWAYS OF BREVARD ASSOCIATION NO.1, INC.**

THIS AMENDMENT, made to the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1, a corporation not for profit under the laws of the State of Florida, executed this 14 day of February, 2023.

**WITNESSETH:**

**WHEREAS**, there are recorded in the Public Records of Brevard County, Florida the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1 as recorded in Official Records Book 1277 at Pages 1 thru 13 ,

**WHEREAS**, The Fairways of Brevard Association No.1 Inc., is a condominium association organized and existing under the laws of the State of Florida pursuant to Chapter 718 in the Florida Statutes: and

**WHEREAS**, the Declaration for The Fairways, Section 10. Amendments of Declaration, by the Association, reserved unto the unit owners of record the right to amend the Declaration; and

**WHEREAS**, after due notice, a vote of written consent was held to vote on these amendments to the Declaration; and

**WHEREAS**, a 2/3 majority of the total votes of the members of the association, by written consent, approved said amendment

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein the Declaration of Condominium and By-Laws for The Fairways of Brevard Association No.1, Inc., does hereby declare the Declaration to be amended as follows:

**1. Section "r) of item Thirteen shall be added and shall read as follows:**

**"r) Each Owner shall replace his/her water heater within the Unit prior to the water heater attaining the age of ten (10) years. This restriction exists because water heaters generally have a useful life of ten (10) years and because of the proclivity of older water heaters leaking and causing a risk of water intrusion in multiple units in the building. To the extent that any Owner has a water heater which is at least ten (10) years old as of the**

date that this amendment is recorded in the Public Records, then such Owner shall have a period of sixty (60) days from such date within which to replace the water heater. The Board of Directors of the Association shall adopt a form to be completed by each Owner indicating the age of the water heater and any backup information requested by the Association. Should an Owner fail to replace a water heater as required, the Association may (but shall not be required to) provide notice of the need for replacement and demanding replacement within thirty (30) days from the date that the notice was sent. In the event that the Owner does not replace the water heater at the end of this time period, then the Association shall be entitled to (but is not obligated) to contract to have the necessary work performed (and entry into the Unit), whereupon the cost of this work shall become a Charge against the Owner and Unit concerned and collectible as Charges are collected under this Declaration."

IN WITNESS WHEREOF THE ASSOCIATION HAS EXECUTED THIS AMENDMENT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

Attest



Secretary – Judy Leighton

Witness



Bradley R. Jarvi

Witness

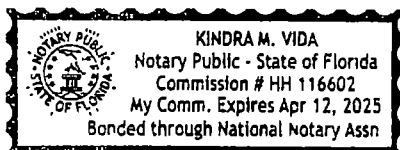
The Fairways of Brevard  
Association No.1, Inc.



By Ron Fricke  
Its' President

STATE OF FLORIDA     )  
COUNTY OF BREVARD)

BEFORE ME, personally appeared Ron Fricke, President and Judy Leighton, Secretary to me well known and known to me to be the persons described in and executed the foregoing Amendment to the Declaration for The Fairways as President of The Fairways of Brevard Association No. 1, Inc and severely acknowledged to me and before me that they execute said instrument for the purposes therein expressed. Witness my hand and official seal this 14 of February, 2023, in the aforesaid county and state.




Notary Public