

CLERK CIRCUIT COURT  
BREVARD COUNTY, FLA.

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INDEX

TO DECLARATION OF CONDOMINIUM  
OF  
CANAVERAL SANDS CONDOMINIUM



*copy*  
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DECLARATION OF CONDOMINIUM

OF

CANAVERAL SANDS CONDOMINIUM

TUCK ENTERPRISES, INC., a Florida corporation, whose post office address is Post Office Box 306, Cocoa Beach, Florida, hereinafter called the Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "The Declaration", as and for a plan of condominium apartment ownership for CANAVERAL SANDS, A CONDOMINIUM, which consists of real property and improvements thereon as hereinafter described, and which is the first phase of a planned four (4) phase project.

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of the receipt and acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined.

I

ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in Brevard County, State of Florida, which property is more particularly described as follows; to-wit:

SEE ATTACHED DESCRIPTION FOR PHASE ONE

and on which property the Developer owns one (1) five story apartment building containing a total of thirty units, and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as CANAVERAL SANDS, A CONDOMINIUM, hereinafter referred to as the "Condominium", "the Condominium project", or the "project".

This is the first phase of a planned four (4) phase condominium project as is referred to by the surveyor who prepared Exhibits "A" and "B" which are attached to and made a part hereof as Phase 1. The only lands being submitted to condominium ownership at this time by this Declaration are the lands described as Phase 1 on Sheet 2 of Exhibit "A".

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and the Bylaws and Articles of Incorporation of CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits thereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" synonymous with the term "unit owner" as defined therein.

II  
SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked "Exhibit "A", consisting of ten (10) pages and Exhibit "B", consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Exhibit "A" covers Phase 1 of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

SHEET 1	The Surveyor's Certificate
SHEET 2	The sketch of Survey of the real property submitted to Condominium form of ownership hereunder.
SHEET 3	The Graphic Plot Plan
SHEET 4	The individual first floor perimeter plan of Building Number 1.
SHEET 5	The individual second floor perimeter plan of Building Number 1.
SHEET 6	The individual third floor perimeter plan of Building Number 1.
SHEET 7	The individual fourth floor perimeter plan of Building Number 1.
SHEET 8	The individual fifth floor perimeter plan of Building Number 1.
SHEET 9	Typical Unit A Floor Plan.
SHEET 10	Typical Unit B Floor Plan.

Exhibit "B" includes the following on the sheets thereof as hereinafter designated:

SHEET 1	Graphic plot plan of all four phases of the Condominium project.
SHEET 2	Surveyor's notes for each of the four phases of the project.
SHEET 3	Sketch of survey of all lands comprising the four phases of the project.
SHEET 4	Sketch of Survey of those lands comprising Phase One.

SHEET 5 Sketch of Survey of those lands comprising Phase Two.

SHEET 6 Sketch of Survey of those lands comprising Phase Three and Phase Four.

Exhibit "A" and "B" were prepared, in compliance with the provisions of the Florida Condominium Act, by Allen Engineering, Inc., by John Campbell, Professional Land Surveyor, Florida Certificate No. 2351, and Exhibit "A" and "B" have been certified in the manner required by the Florida Condominium Act (Florida Statutes 1978).

Each unit is identified and designated by both a numerical designation for the building in which the unit is located and a specific number for the unit within that building. No apartment has the same unit number as any other apartment. The numerical designation of each building, the sheet number of Exhibit "A" in which that building is shown, the unit number of each apartment and the Model of unit for each unit in that building are as follows:

BUILDING NO. 1

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "A"

<u>Unit No.</u>	<u>Model</u>
101	Reversed A
102	Reversed B
103	B
104	Reversed B
105	B
106	A

SECOND FLOOR SHEET NUMBER 5 OF EXHIBIT "A"

201	Reversed A
202	Reversed B
203	B
204	Reversed B
205	B
206	A

THIRD FLOOR SHEET NUMBER 6 OF EXHIBIT "A"

301	Reversed A
302	Reversed B
303	B
304	Reversed B
305	B
306	A

FOURTH FLOOR SHEET NUMBER 7 OF EXHIBIT "A"

401	Reversed A
402	Reversed B
403	B
404	Reversed B
405	B
406	A

FIFTH FLOOR SHEET NUMBER 8 OF EXHIBIT "A"

<u>Unit No.</u>	<u>Model</u>
501	Custom Built
501-A	Custom Built
503	B
504	Reversed B
505	B
506	A

III

DESCRIPTION OF ADDITIONAL PHASES

It is anticipated that the Condominium project will be expanded by the addition of three (3) five story buildings containing a total of eighty nine (89) apartments, a recreation room and swimming pool, and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property. These additional anticipated phases are described hereinbelow.

If constructed, Phase 2 shall consist of building number Two which is described in detail in the surveys, graphic description, and plot plans contained in Exhibit "B." The property upon which Phase 2 is located is more particularly described as follows:

SEE ATTACHED DESCRIPTION FOR PHASE 2

Building number Two is a five story multi-family structure approximately 47 feet in height and containing thirty (30) units as follows: Ten (10) Unit A models and twenty (20) Unit B models. Phase 2 shall also include two garage buildings containing a total of fifty-four (54) parking spaces and a 25' x 50' swimming pool. The balance of the development in Phase 2 shall consist of open parking areas, driveways and open areas.

If constructed, Phase 3 shall consist of building number Three which is described in detail in the surveys, graphic description and plot plans contained in Exhibit "B." The property upon which Phase 3 is located is more particularly described as follows:

SEE ATTACHED DESCRIPTION FOR PHASE 3

Building number Three is a five story multi-family structure approximately 47 feet in height and containing twenty-nine (29) units as follows: Nine (9) Unit A models and twenty (20) Unit B models. Phase 3 includes a recreational room which shall be a common element of the condominium. The balance of Phase 3 shall consist of open parking spaces, driveways and open areas.

If constructed, Phase 4 shall consist of Building number Four which is described in detail in the surveys, graphic description and plot plans contained in Exhibit "B." The property upon which Phase 4 is located is more particularly described as follows:

SEE ATTACHED DESCRIPTION FOR PHASE 4

Building number Four is a five story multi-family structure approximately 47 feet in height and containing thirty (30) units as follows: Ten (10) Unit A models and twenty (20) Unit B models. Phase 4 shall also include two garage buildings containing a total of forty-two (42) parking spaces. The balance

of the development in Phase 4 shall consist of open parking areas, driveways and open areas.

Nothing herein contained shall be construed so as to commit the Developer to construct any of the phases except Phase 1. It is anticipated that all construction will be completed by June 30, 1982.

IV  
OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN  
COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF  
COMMON EXPENSES

Each apartment unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment unit shall own, as an appurtenance to the ownership of each said apartment, an undivided share of all common elements of the condominium which includes, but is not limited to ground support area, parking areas, walks, yard area, foundations, etc., and substantial portion of the exterior walls, floors, ceilings and walls between units. The space within any of the units and common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument whether a conveyance, mortgage or otherwise which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and that unit's undivided interest in all common elements of the condominium.

If a second phase is constructed, the owner of each apartment unit in the project, as then constituted, will own an undivided one-sixtieth (1/60) interest in all the common elements of this condominium project.

If a third phase is constructed, the owner of each apartment unit in the project, as then constituted, will own an undivided one-eighty ninth (1/89) interest in all common elements of the condominium project.

If a fourth phase is constructed, the owner of each apartment unit in the project, as then constituted, will own an undivided one-one hundred nineteenth (1/119) interest in all common elements of the condominium project.

The common expenses shall be shared and paid and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements as stated hereinabove.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration. All owners of units shall have as an appurtenance to their units a perpetual easement for ingress to and egress from their units over walks and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium project to the use and enjoyment of all public portions of the building and to other common facilities, (including, but not limited to utilities as they now exist) located in the common property.

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

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

The Developer hereby grants and conveys unto CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, a nonexclusive easement over all walkways, lawn areas, driveways, parking areas and all other common elements of the condominium so that all members of the Association, present and future, their guests and tenants may use the aforesaid common elements for the uses and purpose intended therefor.

As any additional phases are constructed by the Developer an Amendment to this Declaration covering that phase shall be recorded in the Public Records of Brevard County, Florida, and upon such recording, the said additional phase shall become a part of this condominium project. Upon such recording, all common elements in that phase shall become subject to the aforesaid easements in favor of the Association, so that thereafter the Association will have an easement, for the benefit of all owners in the project, as it then exists, over all of the common elements in the expanded project.

V  
APARTMENT BOUNDARIES, COMMON ELEMENTS,  
AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undercoated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A", Sheets 4-8 attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plans.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plat plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant.

In addition there are twenty-four (24) covered garages in Phase 1, fifty-four (54) covered garages in Phase 2 and forty-two (42) covered garages in Phase 4, which the Developer reserves the right to designate for the exclusive use of the individual owners, which spaces are hereby made limited common elements. In addition to the assignment for exclusive use of a covered parking space for each unit the Developer will also assign for the exclusive use of the individual owner one open parking space for each unit.

Expenses of maintenance, repair or replacement relating to the limited common elements shall be treated as and paid for as a part of the common expenses of the Association, except the expenses of maintenance relating to the floor and ceiling surfaces shall be borne by and assessed against the individual unit owner. However, the expense of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the apartments and the limited common elements as the same are hereinabove defined, and shall include easements through the apartments for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to the apartments, limited common elements and common elements and easements of support in every portion of an apartment which contributes to the support of improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of the apartments.

VI  
ADMINISTRATION OF CONDOMINIUM BY  
CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC.

The operation and management of the condominium shall be administered by CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized and existing under the laws of the State of Florida, hereinafter referred to as the corporation or the Association.

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and By-Laws of the Association as well as all of the powers and duties set forth in the Condominium Act. True and correct copies of the Articles of Incorporation of the Association, a corporation not for profit, and the By-Laws of said Association are attached hereto, made a part hereof, and marked Exhibits "C" and "D" respectively.

VII  
MEMBERSHIP AND VOTING RIGHTS

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

There shall be a total of 30 votes to be cast by the owners of the condominium units in phase I.

If a second phase is constructed there shall be a maximum of sixty (60) votes to be cast by the owners of the condominium units.

If a third phase is constructed there shall be a maximum of eighty nine (89) votes to be cast by the owners of the condominium units.

If a fourth phase is constructed there shall be a maximum of one hundred nineteen (119) votes to be cast by the owners of the condominium units.



The owner of each condominium unit (designated as such on the exhibits attached to the Declaration) shall be entitled to cast one (1) vote, except the owner of Unit 501-501-A of Phase 1 shall be entitled to cast two (2) votes. Where a condominium is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "owner," as used herein shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of the Association whose members are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each Board Member shall be the owner of a condominium unit (or a partial owner of a condominium where such unit is owned by more than one individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a board member or members). The first election of directors shall be sixty (60) days from date of recording this Declaration.

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COMMON EXPENSES, ASSESSMENTS, COLLECTION  
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of that owner's share or percentage of the common expenses as provided in Article V above.

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

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least three-quarters (3/4) of the apartments in the condominium.

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

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within sixty (60) days after their due date, the Association shall have the right to accelerate the total assessments due that year against said unit and to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eight percent (8%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements and limited common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the Public Records of Brevard County, Florida. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel.

#### Notice of Contest of Lien

TO: CANAVERAL SANDS CONDOMINIUM ASSOCIATION, INC.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed: \_\_\_\_\_  
Owner, Agent or Attorney

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

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The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner. If after diligent search and inquiry the Association cannot find the unit owner or mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Section 718.116(4).

If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

The provisions of Section 718.116 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article of this Declaration, are incorporated herein by reference and made a part hereof.

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

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns. The foregoing provision may apply to any mortgage of records and shall not be restricted to the first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

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

Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other apartment owners nor the corporation shall interfere with the sale of such apartments.

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

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

The Association may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months' assessment. Anything in this Declaration or the exhibits attached hereto to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto, shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the developer to the nonprofit corporation mentioned hereinabove, except, however, the owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units, the unit owners shall be entitled to elect not less than one-third (1/3) of the member of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units, or when all of the units have been completed and some of them have been sold and none of the others are being offered for sale in the ordinary course of business, whichever shall occur first. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. The Developer shall, during this interim, have a lien on each parcel for any unpaid assessments thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

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A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is an owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amount paid by grantee therefor.

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

a. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association and the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

b. The Association shall be required to obtain and maintain casualty insurance and flood insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or, if approved by the Board of Administration such insurance may be carried on not less than full insurable value basis. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The Association may carry such other insurance, or obtain such other coverage as the Board of Administration may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the Association as an operating expense.

d. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the Association, the owners and the mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the

Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association, provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of ten percent (10%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association and all first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefore shall be paid over to the Association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interest of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the corporation prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, obtaining (1) a construction loan from other sources, (2) a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

Any restoration, repair or reconstruction made necessary through a casualty, shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building. In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any apartment, unless an appropriate amendment be made to the Declaration.

e. Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment, shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of twenty-three (23) apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering apartments.

X

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each apartment owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air-conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment and which may now or hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air-conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein.

b. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air-conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors and windows, except sliding glass doors and screens opening onto patio porches and walkways shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

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

d. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property and may join with other condominium corporations on contracting with the same firm, person or corporation for maintenance and repair.

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

#### XI USE RESTRICTIONS

a. No animal pets other than one (1) dog or one (1) cat may be kept or harbored in any one (1) apartment. Snakes or reptiles of any kinds may not be kept or harbored on the project and no birds or fowls except those ordinarily domesticated and kept as pets may be kept on the project.

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



XII  
LIMITATIONS UPON RIGHT OF OWNER TO ALTER  
OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air-conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment.

XIII  
ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY  
THE ASSOCIATION

Whenever in the judgment of the Board the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations, or improvements shall have been approved by a majority of the apartment owners, the Board shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth of the current regular annual assessment, unless prior written unanimous consent is received from all voting members. However, the Association shall not be entitled to partition or subdivide any condominium unit unless at least two-thirds (2/3) of the first mortgagees or owner of the individual condominium units have given their prior written approval.

XIV  
RESTRICTIONS AS TO LEASING AND RENTAL  
OF APARTMENTS

No apartment owner shall lease or otherwise rent any apartment for a rental period of less than thirty (30) days.

The foregoing restriction as to leasing and rental of apartments in the project have been adopted in order to prohibit the occupancy of apartment units in the project by transient or short term tenants inasmuch as this project is primarily intended to be a permanent residence for the owners of the apartments in this project. Leasing or rental of the apartments to transients or short time tenants will have a serious adverse effect on the owners who permanently reside in the project and will substantially diminish the value of their apartment for permanent residence purpose.

The Board shall have authority to initiate such legal actions in and to request such relief from the Court having jurisdiction over this matter as may be required in order for the Board to fully enforce these restrictions.

XV  
SALE OF CONDOMINIUM UNITS

Unit owners have a free right of sale or transfer of their condominium units. After transfer of unit ownership, the purchaser or transferee of an apartment shall notify the Association of the names of the new owners together with the names of any party holding a mortgage upon the unit, and file with the Association a copy of the recorded deed transferring the unit.

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

d. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of the Association as provided by its Articles of Incorporation and By-Laws.

e. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennae and aeriels shall be erected except as provided under uniform regulations promulgated by the Association, except that one sale or rent sign may be shown on each unit provided it is not over two (2) feet square. This subparagraph shall not apply to the Developer and/or institutional first mortgagees.

f. An owner shall not place or cause to be placed in any of the project's common areas, not including limited common elements, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit.

g. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.

h. It is prohibited to dust rugs, etc. from windows or to clean rugs, etc by beating on the exterior of the project.

i. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition. No other vehicles or objects, including but not limited to trucks, motorcycles, trailers, and boats, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. No parking shall be used by any other person other than an occupant of the condominium who is an actual resident or be a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

j. The Association shall have the right to have keys to all units and in the event that an owner installs a new or additional lock or locks on the front or entrance door to a unit, the owner shall furnish the Association with a key to all said locks <sup>within</sup> 48 hours after the new lock or locks are installed.

k. The Board of Administration or the agents and employees of the Association may enter any unit at reasonable times for the purpose of maintenance, inspection, repair and replacement of the improvements within units or the common property, or in case of emergency threatening units or the common property, to determine compliance with these restrictions.

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

XVI  
AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least 75% of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that; with the consent of all institutional first mortgagees the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said Association has been legally dissolved, then any one of the Developers or a member of the last Board of Administration, their administrators, or assigns, must approve in writing any modification or amendment of Article VX entitled "Sales of Apartments", hereinabove.

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the Association.

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

XVII  
TERMINATIONS OF THIS CONDOMINIUM PROJECT

Except as otherwise provided in Article IX paragraph f. of this Declaration, the condominium project created and established by this Declaration of Condominium may only be terminated upon the vote of members of the Association owning three-fourths (3/4) or more of the apartments in the project and the unanimous written consent of all institutional mortgagees holding mortgages encumbering any of the apartments in the project.

XVIII  
ENCROACHMENTS

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

XIX  
ASSOCIATION TO MAINTAIN REGISTER  
OF OWNERS AND MORTGAGEES

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

XX  
ESCROW FOR INSURANCE PREMIUMS

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

XXI  
REAL PROPERTY TAXES DURING  
INITIAL YEAR OF CONDOMINIUM

In the event that during 1980, the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

XXII  
RESPONSIBILITY OF APARTMENT OWNERS

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

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the association all of said unit owners' right, title and interest to any unit and to the common property, provided the Association's officers and employees handling funds have been adequately bonded and the association or any member shall have the right to enforce such conveyance by making specific performance in a court of equity.

The Board shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees.

Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the same as the unit owner's share in the common elements.

Upon the determination of each unit owner's share as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto.

If more than one person has an interest in a unit, the association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount on mortgages or lien encumbering a unit, then payment shall be made jointly to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon, passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consent, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, convenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

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

XXIII  
WAIVER

The failure of the Association, an apartment owner or institutional first mortgagee, to enforce any right, provision, covenant or conditions which may be granted herein, or in the By-Laws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or conditions, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engage in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner or owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

XXIV  
CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXV  
GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXVI  
CAPTIONS

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

XXVII  
REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the

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Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. A first mortgagee, upon request, will be entitled to written notification from the owners association of any default in the performance by the owner of any obligation under the condominium documents which is not cured within sixty (60) days. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 9th day of February, 1980.

Signed, Sealed and Delivered in the presence of:

Bonnie K. Whiting  
Stephen C. Seibert

TUCK ENTERPRISES, INC.

Fred Tuck

Attest: Kay Tuck  
Secretary



I HEREBY CERTIFY that on this day and year first above written before me personally appeared

FRED TUCK and KAY TUCK

President and Secretary, respectively of TUCK ENTERPRISES, INC. a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Cocoa Beach, in the County of Brevard, and State of Florida, this 9th day of February, 1980.

Bonnie K. Whiting  
Notary Public  
My commission expires 2/15/82

RETURN TO:  
GRALLA & NORWICH  
ATTORNEYS AT LAW  
P. O. BOX 606  
COCOA BEACH, FLA. 32931





ATTACHMENT TO DECLARATION OF CONDOMINIUM  
OF  
CANAVERAL SANDS CONDOMINIUM

LEGAL DESCRIPTION PHASE 1

A portion of Tract 9 of the replat of Chandler Park, according to the Plat thereof as recorded in Plat Book 21, at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 9; Thence run East along the North line of said Tract 9 for 679.46 feet to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel of land; Thence run West along the previously described course for 679.46 feet to a point on the East right of way line of Ridgewood Avenue; Thence run S17°35'25"W along said East right of way line for 20.08 feet said point being on the point of curvature of a circular curve to the right, having a central angle of 18°10'05" and a radius of 390.0 feet; Thence run Southwesterly along the arc of said curve for 123.67 feet to the point of tangency of said curve; Thence run S35°45'30"W for 26.10 feet to the point of curvature of a circular curve to the left having a central angle of 2°15'41" and a radius of 1150.0 feet; Thence run Southerly along the arc of said curve for 45.39 feet; Thence leaving said curve run S75°35'31"E for 100.80 feet; Thence run N14°24'29"E for 23.66 feet; Thence run S75°35'31"E for 86.0 feet; Thence run N14°24'29"E for 6.0 feet; Thence run S75°35'31"E for 80.0 feet; Thence run East parallel with the North line of said Tract 9 for 457.0 feet more or less to a point on the mean high water line of the Atlantic Ocean; Thence meander Northeasterly along said mean high water line for 233.0 feet more or less to the point of beginning. Said parcel contains 3.51 acres more or less.

LEGAL DESCRIPTION PHASE 2

A portion of Tract 9 of the replat of Chandler Park, according to the Plat thereof as recorded in Plat Book 21, at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 9; Thence run East along the North line of said Tract 9 for 223.46 feet; Thence run S15°15'31"W for 141.02 feet; Thence S14°24'29"W for 92.22 feet; Thence run East parallel with the North line of said Tract 9 for 457 feet more or less to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel: Thence run West along the previously described course for 456.53 feet; Thence run N75°35'31"W for 80.0 feet; Thence run S14°24'29"W for 6.0 feet; Thence run N75°35'31"W for 86.0 feet; Thence run S14°24'29"W for 23.66 feet; Thence run N75°35'31"W for 100.80 feet to a point on the East right of way line of Ridgewood Avenue said point also being a point on a curve concave to the Southeast whose center bears S56°30'11"E with a central angle of 9°05'10" and a radius of 1150.0 feet; Thence run Southerly along the arc of said curve for 182.37 feet; Thence leaving said curve run S75°35'31"E 312.55 feet; Thence run East parallel with the North line of said Tract 9 for 455.09 feet to a point on said high water line; Thence meander Northeasterly along said high water line for 206.0 feet more or less to the point of beginning. Said parcel contains 3.37 acres more or less.

ATTACHMENT TO DECLARATION CONTINUED

LEGAL DESCRIPTION PHASE 3

A portion of Tract 9 of the replat of Chandler Park according to the plat thereof as recorded in Plat Book 21 at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Tract 9; thence run  $S89^{\circ}48'05''E$  along the South line of said Tract 9 for 777.56 feet to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel of land; thence run  $N89^{\circ}48'05''W$  back along the previously described course for 580.01 feet to a point 197.55 feet West of the Southwest corner of said Tract 9; thence run  $N14^{\circ}24'29''E$  for 270.58 feet; thence run  $S75^{\circ}35'31''E$  for 123.13 feet; thence run East parallel with the North line of said Tract 9 for 455.09 feet to a point on said mean high water line; thence meander Southwesterly along said mean high water line for 241.0 feet more or less to the point of beginning. Said parcel contains 3.147 acres more or less.

LEGAL DESCRIPTION PHASE 4

A portion of Tract 9 of the replat of Chandler Park according to the plat thereof as recorded in Plat Book 21 at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Tract 9; thence run  $N5^{\circ}45'30''E$  along the East right of way line of Ridgewood Avenue for 60.94 feet to the point of curvature of a circular curve to the right having a central angle of  $12^{\circ}00'00''$  and a radius of 532.96; thence run Northerly along the arc of said curve for 111.62 feet to the point of tangency of said curve; thence run  $N17^{\circ}45'30''E$  for 15.0 feet to the point of curvature of a circular curve to the right having a central angle of  $6^{\circ}39'09''$  and a radius of 1150.0 feet; thence run Northeasterly along the arc of said curve for 133.53 feet; thence leaving said curve run  $S75^{\circ}35'31''E$  for 189.43 feet; thence run  $S14^{\circ}24'29''W$  for 270.58 feet to a point on the South line of said Tract 9; thence run  $N89^{\circ}48'05''W$  along said South line for 197.55 feet to the point of beginning. Said parcel contains 1.36 acres more or less.

SURVEYOR'S CERTIFICATE  
FOR  
CANAVERAL SANDS CONDOMINIUM

STATE OF FLORIDA  
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING CANAVERAL SANDS CONDOMINIUM, PHASE ONE IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 28TH DAY OF AUGUST, 1980 A.D.

ALLEN ENGINEERING, INC.

BY: 

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

SWORN TO AND SUBSCRIBED BEFORE ME  
AS TO "JOHN R. CAMPBELL", THIS 28TH  
DAY OF AUGUST, 1980 A.D.

  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: AUGUST 23, 1981



OFF. REC.

2257

EXHIBIT "A" PAGE

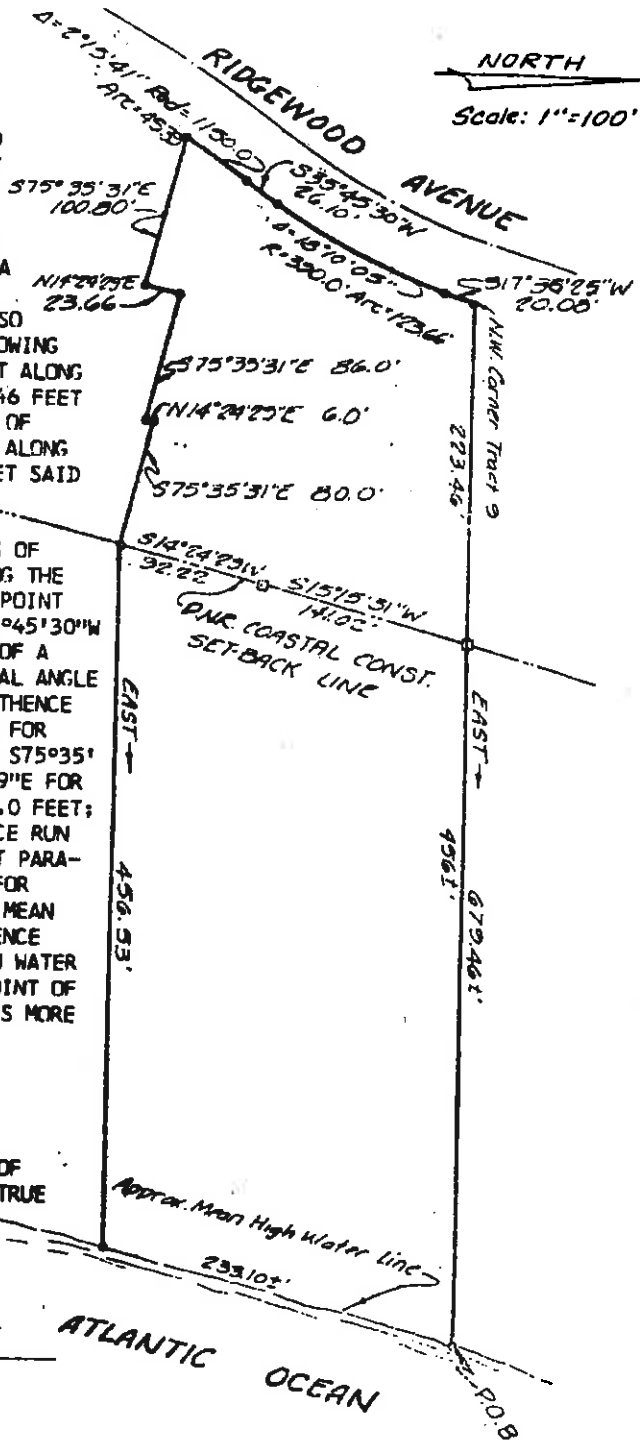
SHEET 1 OF 12

# CANAVER SANDS CONDOMINIUM

## Sketch of Survey

### LEGAL DESCRIPTION PHASE 1

A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 9; THENCE RUN EAST ALONG THE NORTH LINE OF SAID TRACT 9 FOR 679.46 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN WEST ALONG THE PREVIOUSLY DESCRIBED COURSE FOR 679.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIDGEWOOD AVENUE; THENCE RUN S17°35'25"W ALONG SAID EAST RIGHT OF WAY LINE FOR 20.08 FEET SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°10'05" AND A RADIUS OF 390.0 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 123.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S35°45'30"W FOR 26.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°15'41" AND A RADIUS OF 1150.0 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 45.39 FEET; THENCE LEAVING SAID CURVE RUN S75°35'31"E FOR 100.80 FEET; THENCE RUN N14°24'29"E FOR 23.66 FEET; THENCE RUN S75°35'31"E FOR 86.0 FEET; THENCE RUN N14°24'29"E FOR 6.0 FEET; THENCE RUN S75°35'31"E FOR 80.0 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 457.0 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEANDER NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE FOR 233.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3.51 ACRES MORE OR LESS.

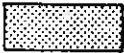


I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION.

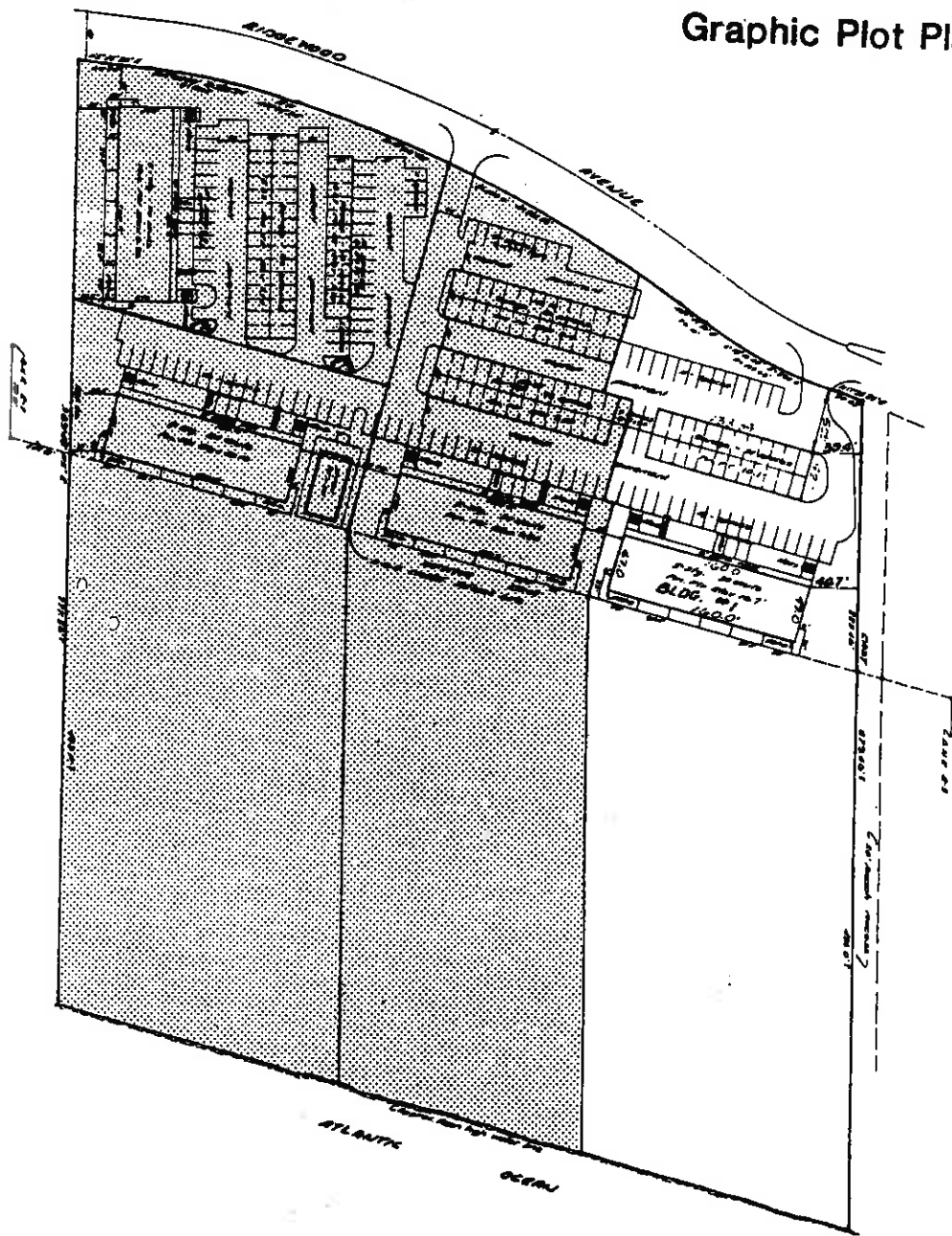
*John R. Campbell*  
 JOHN R. CAMPBELL  
 PROFESSIONAL LAND SURVEYOR NO. 2351  
 STATE OF FLORIDA

SURVEYOR'S NOTES:

# LANAVERAL SANDS CONDOMINIUM

1. THE PLOT PLAN OF PHASE ONE SHOWN IS REPRESENTATIONAL OF THE IMPROVEMENTS AS CONSTRUCTED BY THE DEVELOPER.
2. ALL AREAS AND IMPROVEMENTS SHOWN EXCEPT THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE GARAGE SPACES SHOWN ARE COMMON ELEMENTS THAT ARE LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
4.  INDICATES NOT A PART OF PHASE ONE.

## Graphic Plot Plan



5. BUILDING NUMBER ONE CONTAINS 29 UNITS AND IS APPROXIMATELY 46.7 FEET IN HEIGHT.

AUGUST 28, 1980

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA

OFF. REC.

EXHIBIT "A"

PAGE

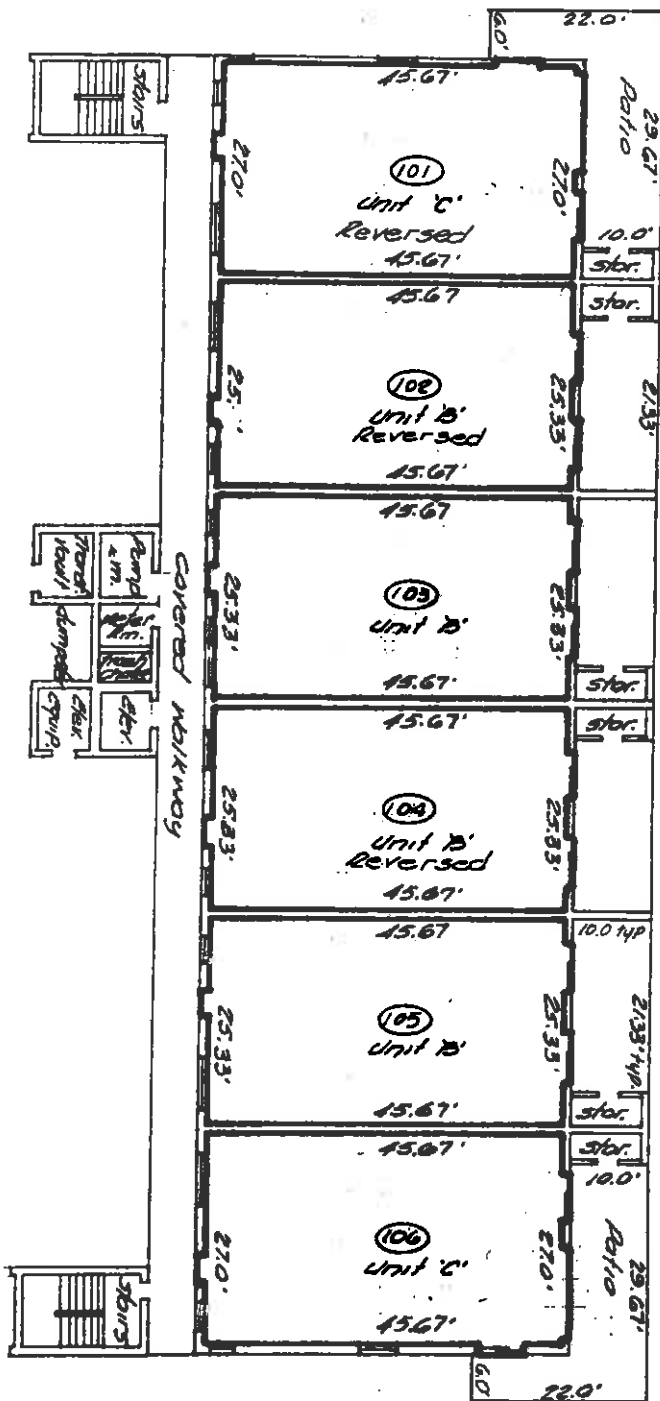
SHEET 3 OF 12

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2257

# CANAVIAL SANDS CO. DOMINIUM

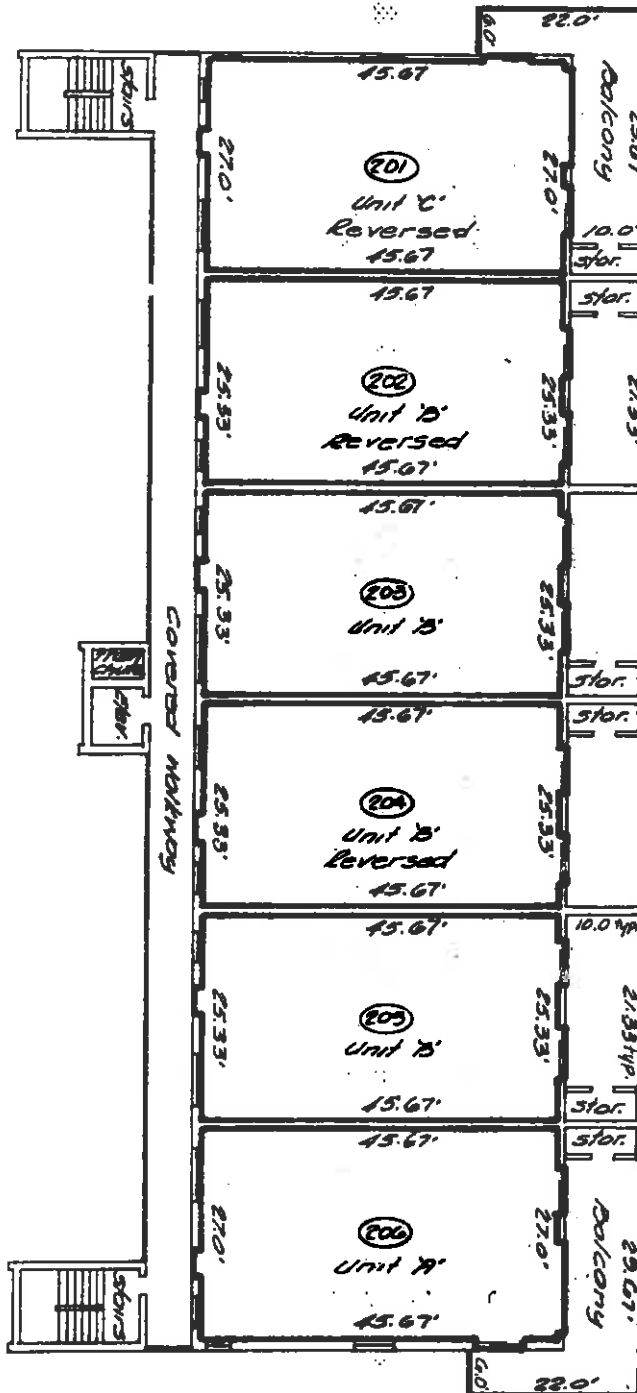
## Building 1 1st floor



### SURVEYOR'S NOTES:

1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 10.7 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 18.7 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (101) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAL SANDS CO. DOMINIUM



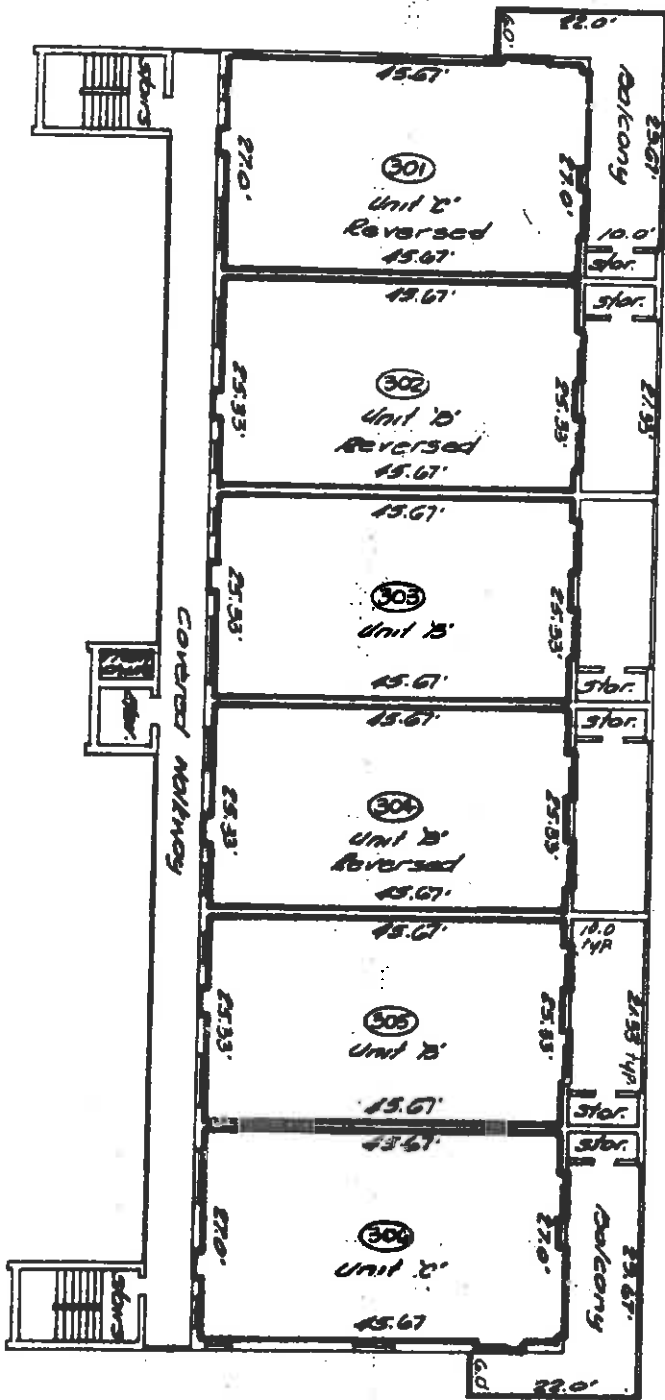
## Building 1 2nd floor

### SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 19.16 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 27.16 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (201) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS CONDOMINIUM

## Building 1 3rd floor

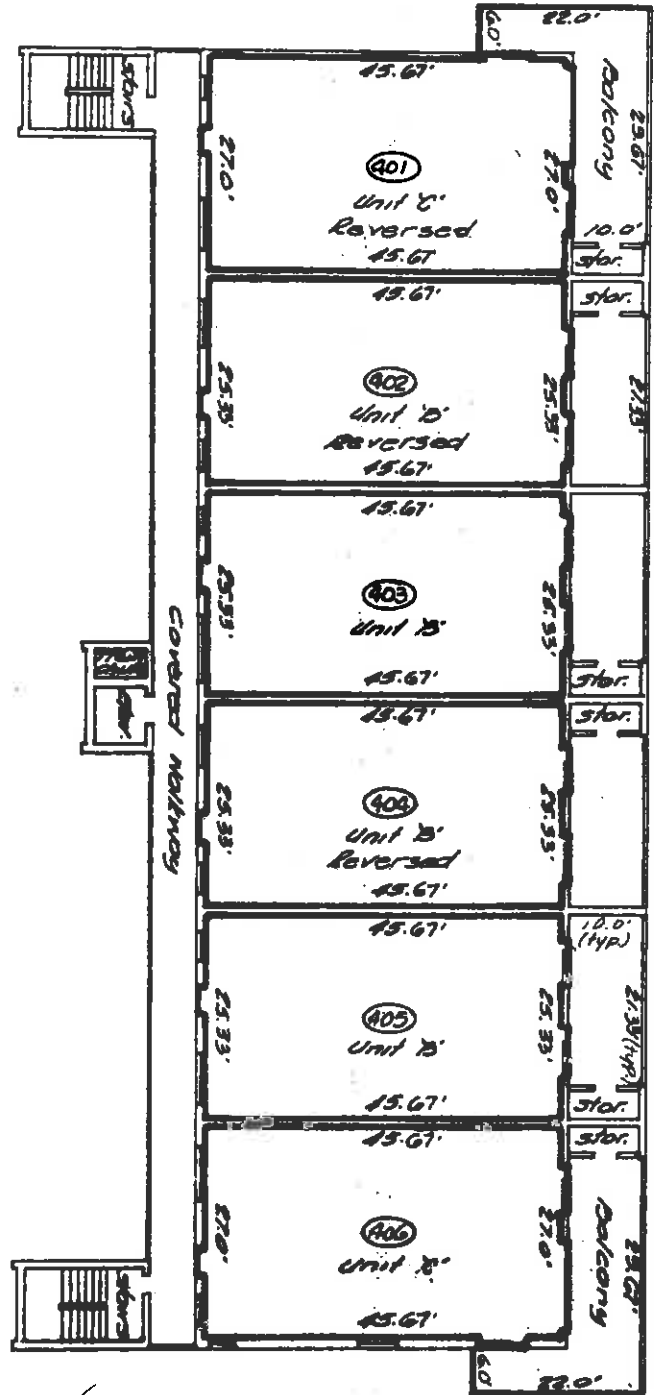


### SURVEYOR'S NOTES:

1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 27.62 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 35.62 FEET.
3. THE ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (301) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.



# CANAVERAL SANDS CONDOMINIUM



## Building 1 4th floor

### SURVEYOR'S NOTES:

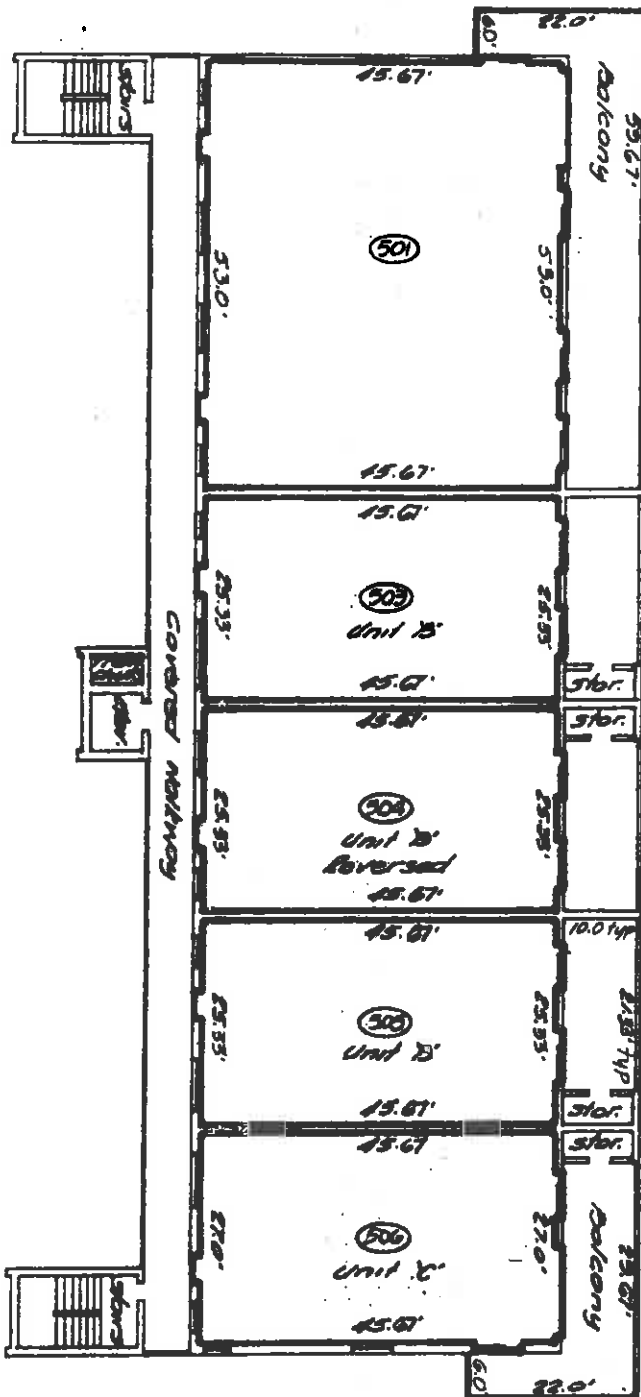
1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 36.08 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 44.08 FEET.
3. THE ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (401) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS CONDOMINIUM

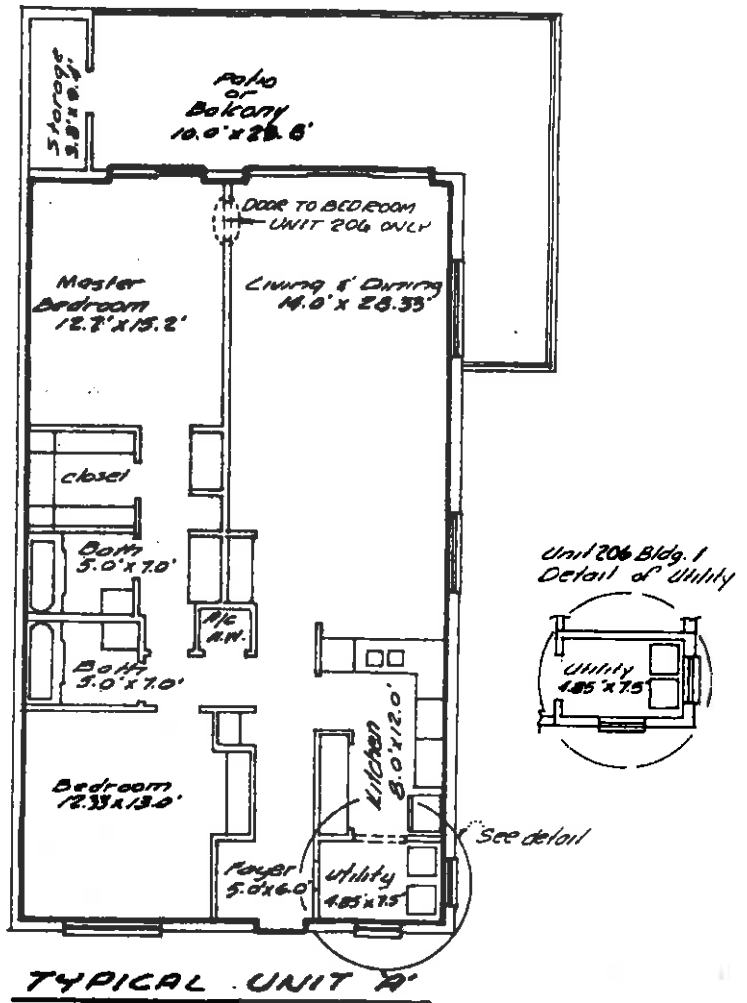
## Building 1 5th floor

### SURVEYOR'S NOTES:

1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 44.53 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 52.53 FEET.
3. THE ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (501) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.



# CANAVEL SANDS CONDOMINIUM



## SURVEYOR'S NOTES:

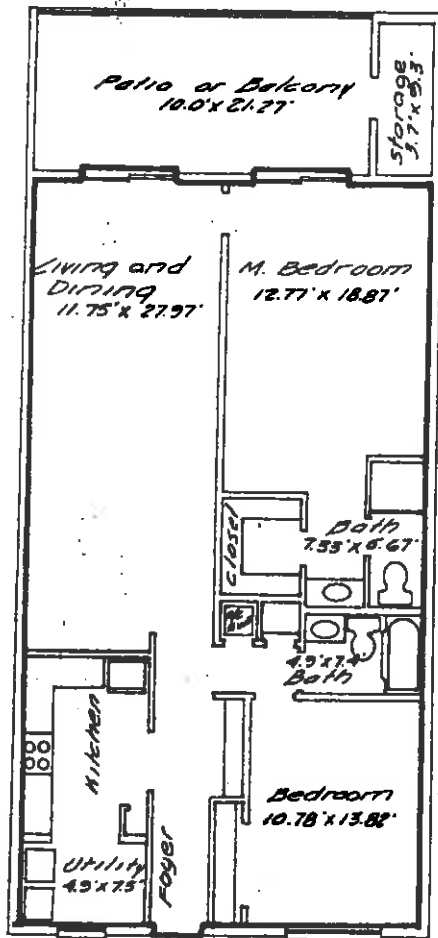
1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEETS 4-8 FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNIT.

AUGUST 28, 1980 . OFF. REC.  
 ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA 2257

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# CANAVAL SANDS CC. DOMINIUM

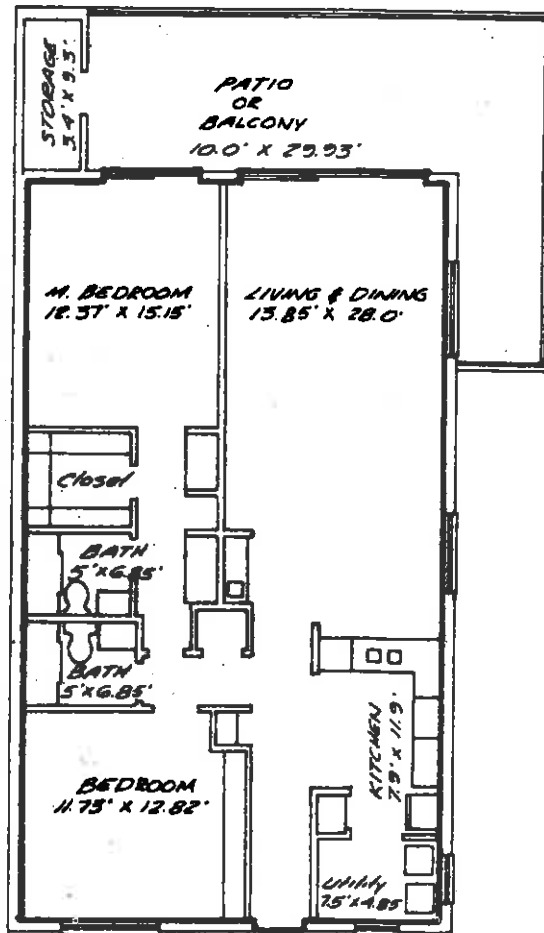


TYPICAL UNIT 'B'

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEETS 4-8 FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNITS.

# CANAVERAL SANDS CONDOMINIUM

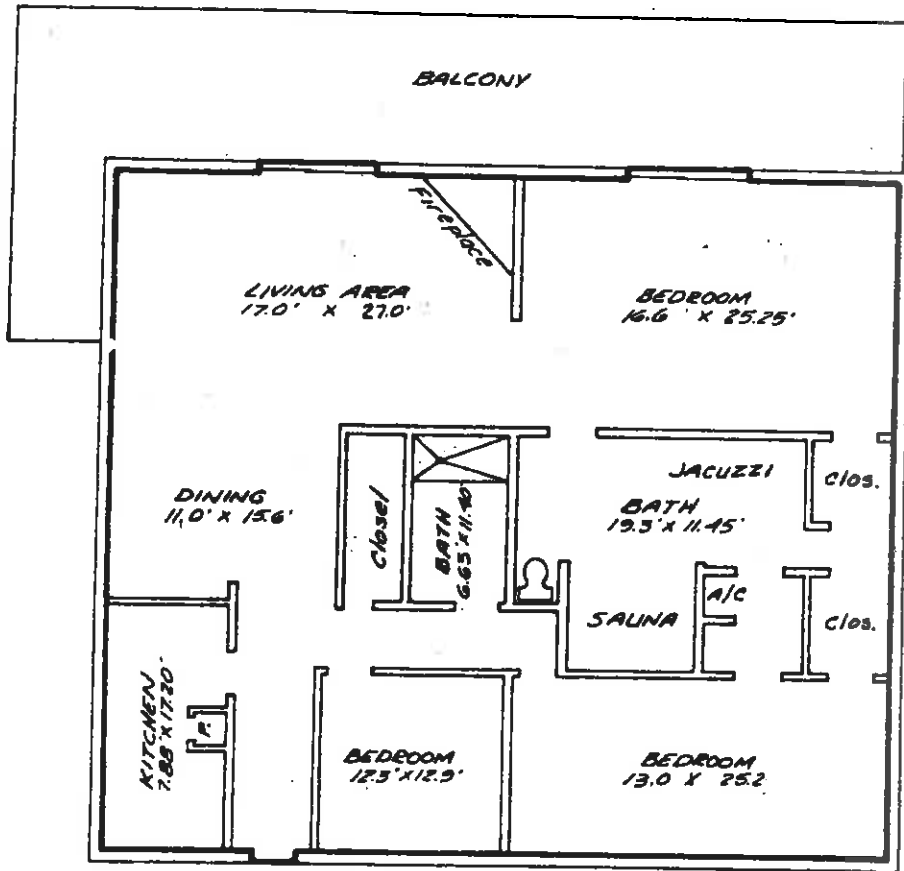


TYPICAL UNIT 'C'

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEETS 4-8 FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNIT.

# CANAVERAL SANDS CONDOMINIUM



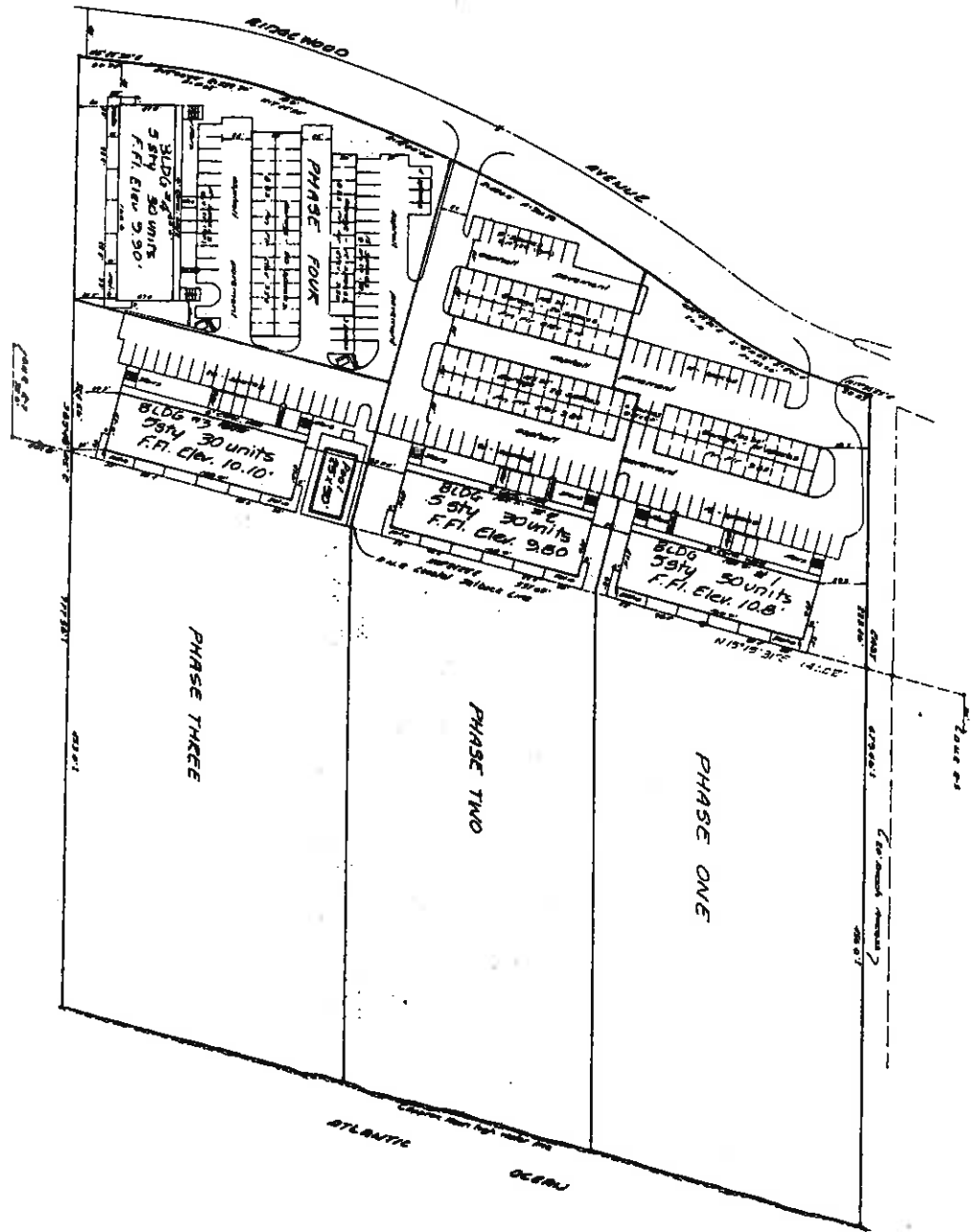
## UNIT 501

### SURVEYOR'S NOTES:

1. THIS UNIT PLAN IS REPRESENTATIONAL OF COMBINED UNITS 25 AND 26. DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ALL ELEMENTS NOT INCLUDED IN THIS UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. SEE THE BUILDING FLOOR PLANS ON SHEET 8 OF 12 IN THIS EXHIBIT FOR IT'S LOCATION WITHIN THE BUILDING.
4. ALL STRUCTURAL COLUMNS OF THE BUILDING THAT LIE EITHER INSIDE OR OUTSIDE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ——— INDICATES THE LIMITS OF THE UNIT.

# CANAVERAL SANDS CONDOMINIUM

## Graphic Plot Plan



**NOTE:**

SEE SHEET 2 OF 6 FOR NOTES CONCERNING THIS PLOT PLAN.

DECEMBER 31, 1979  
ALLEN ENGINEERING, INC. 2257  
COCOA BEACH, FL

OFF. REC.

EXHIBIT "B"

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SHEET 1 OF 6

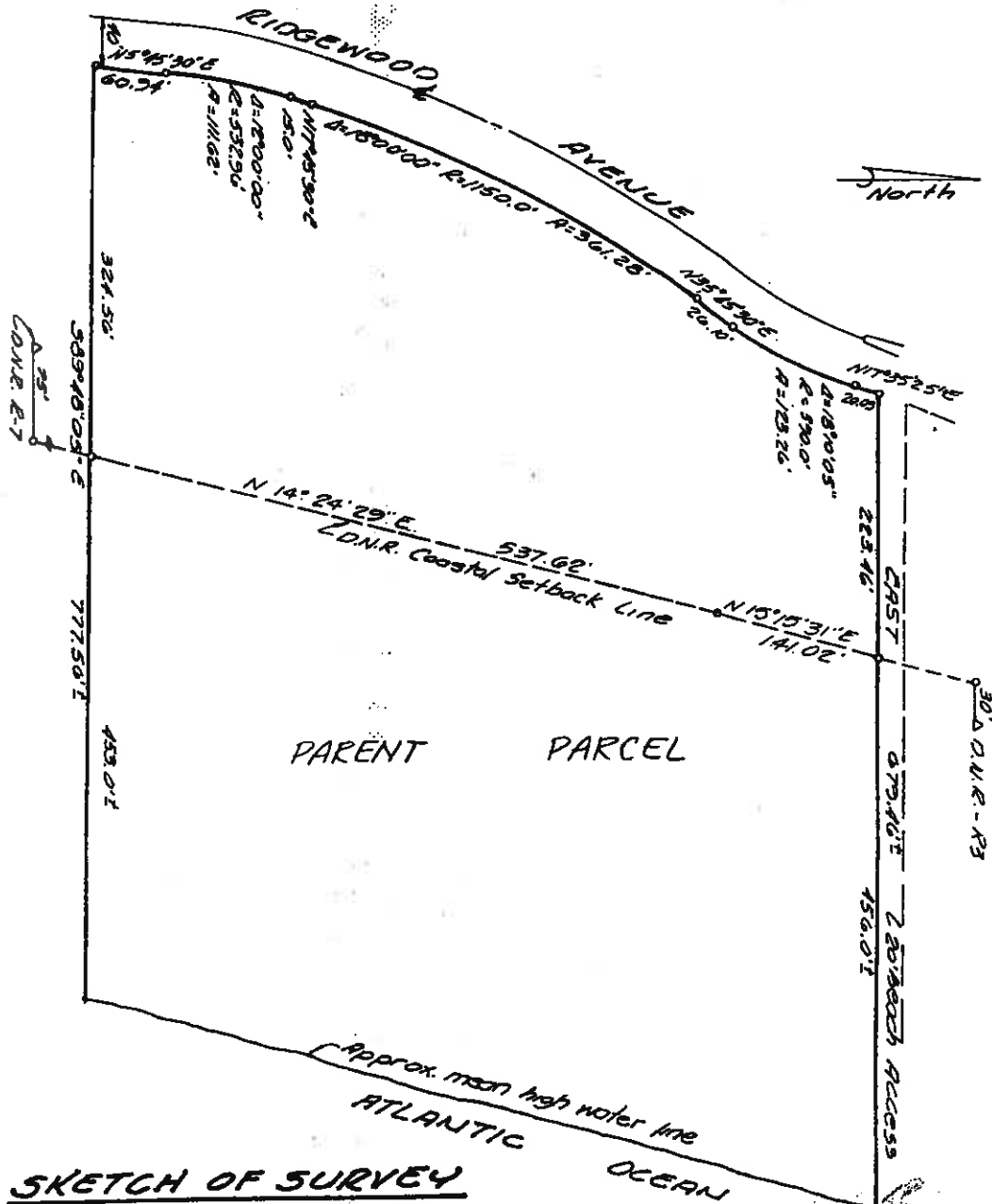
# CANAVERAL SANDS CONDOMINIUM

## SURVEYOR'S NOTES

1. PHASE ONE SHALL CONTAIN ONE 5 STORY MULTI-FAMILY BUILDING (BUILDING 1) HAVING 30 UNITS. BUILDING 1 SHALL BE APPROXIMATELY 47 FEET IN HEIGHT.
2. PHASE ONE SHALL CONTAIN ONE GARAGE BUILDING HAVING 24 PARKING SPACES. THESE SPACES ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN DECLARATION.
3. THE BALANCE OF THE DEVELOPEMENT IN PHASE ONE SHALL CONSIST OF PARKING AREAS, DRIVEWAYS AND OPEN AREAS.
4. PHASE TWO SHALL CONTAIN ONE 5 STORY MULTI-FAMILY BUILDING (BUILDING 2) CONTAINING 30 UNITS. BUILDING 2 SHALL BE APPROXIMATELY 47 FEET IN HEIGHT.
5. PHASE TWO SHALL CONTAIN 2 GARAGE BUILDINGS, CONTAINING A TOTAL OF 54 PARKING SPACES, THESE SPACES ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
6. THE BALANCE OF THE DEVELOPEMENT IN PHASE TWO SHALL CONSIST OF PARKING AREAS, DRIVEWAYS AND OPEN AREAS.
7. PHASE THREE SHALL CONTAIN ONE 5 STORY MULTI-FAMILY BUILDING (BUILDING 3) CONTAINING 30 UNITS. BUILDING 3 SHALL BE APPROXIMATELY 47 FEET IN HEIGHT.
8. THE SWIMMING POOL, A COMMON ELEMENT OF THE CONDOMINIUM SHALL BE INCLUDED IN THE DEVELOPEMENT OF PHASE THREE.
9. THE BALANCE OF THE DEVELOPEMENT IN PHASE THREE SHALL CONSIST OF PARKING AREAS, DRIVEWAYS AND OPEN AREAS.
10. PHASE FOUR SHALL CONTAIN ONE 5 STORY MULTI-FAMILY BUILDING (BUILDING 4) CONTAINING 30 UNITS. BUILDING 4 SHALL BE APPROXIMATELY 47 FEET IN HEIGHT.
11. PHASE FOUR SHALL INCLUDE 2 GARAGE BUILDINGS CONTAINING A TOTAL OF 42 PARKING SPACES WHICH ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
12. THE BALANCE OF THE DEVELOPEMENT IN PHASE FOUR SHALL CONSIST OF PARKING AREAS, DRIVEWAYS AND OPEN AREAS.
13. THE PATIOS AND BALCONIES ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE ADJACENT UNIT.
14. THIS GRAPHIC PLOT PLAN WAS PREPARED UNDER THE DIRECTION OF JOHN R. CAMPBELL P.L.S.



# CANAVERAL SANDS CONDOMINIUM



## SKETCH OF SURVEY

### LEGAL DESCRIPTION:

TRACT 9 OF REPLAT OF CHANDLER PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA

### CERTIFICATION:

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

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

DECEMBER 31, 1979

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA

OFF. REC

EXHIBIT "B"

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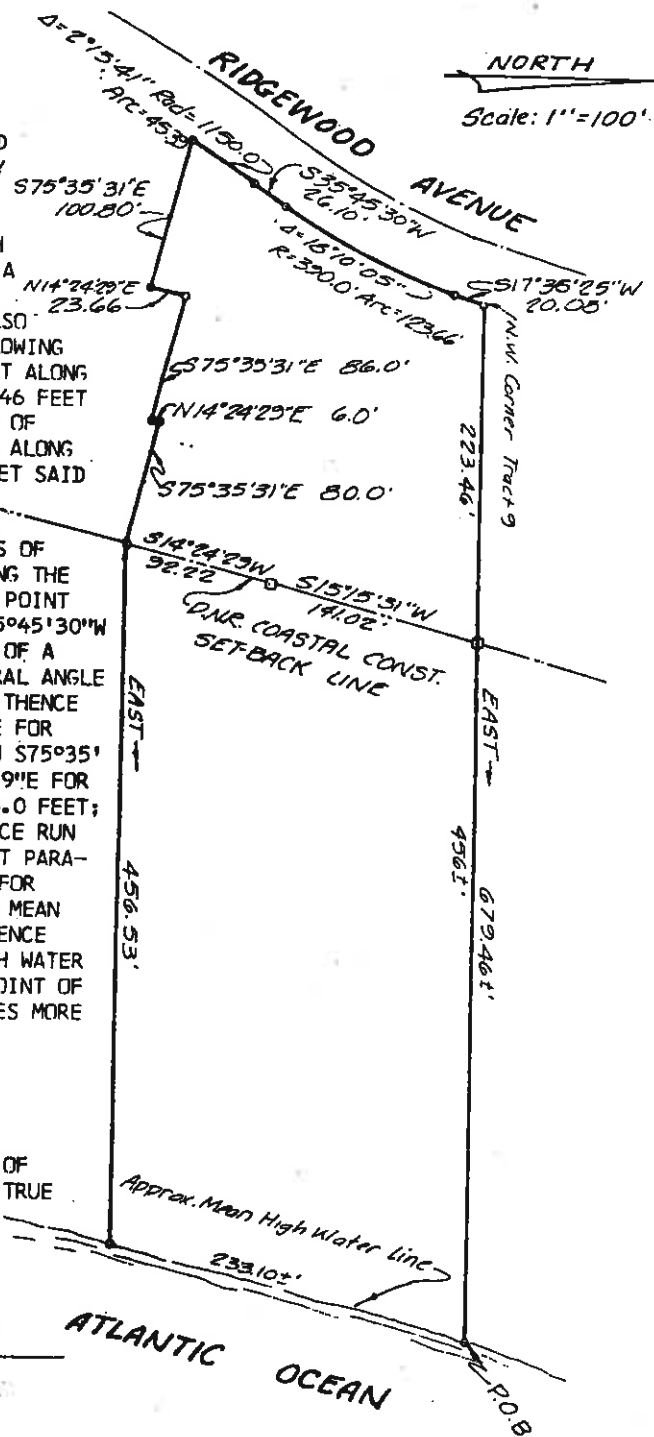
SHEET 3 OF 6

# CANAVERA SANDS CONDOMINIUM

## Sketch of Survey

### LEGAL DESCRIPTION PHASE 1

A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 9; THENCE RUN EAST ALONG THE NORTH LINE OF SAID TRACT 9 FOR 679.46 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN WEST ALONG THE PREVIOUSLY DESCRIBED COURSE FOR 679.46 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIDGEWOOD AVENUE; THENCE RUN S17°35'25"W ALONG SAID EAST RIGHT OF WAY LINE FOR 20.08 FEET SAID POINT BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 18°10'05" AND A RADIUS OF 190.0 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR 123.67 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN S35°45'30"W FOR 26.10 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°15'41" AND A RADIUS OF 1150.0 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 15.39 FEET; THENCE LEAVING SAID CURVE RUN S75°35'31"E FOR 100.80 FEET; THENCE RUN N14°24'29"E FOR 23.66 FEET; THENCE RUN S75°35'31"E FOR 86.0 FEET; THENCE RUN N14°24'29"E FOR 6.0 FEET; THENCE RUN S75°35'31"E FOR 80.0 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 57.0 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE RANDEER NORTHEASTERLY ALONG SAID MEAN HIGH WATER LINE FOR 233.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3.51 ACRES MORE OR LESS.



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

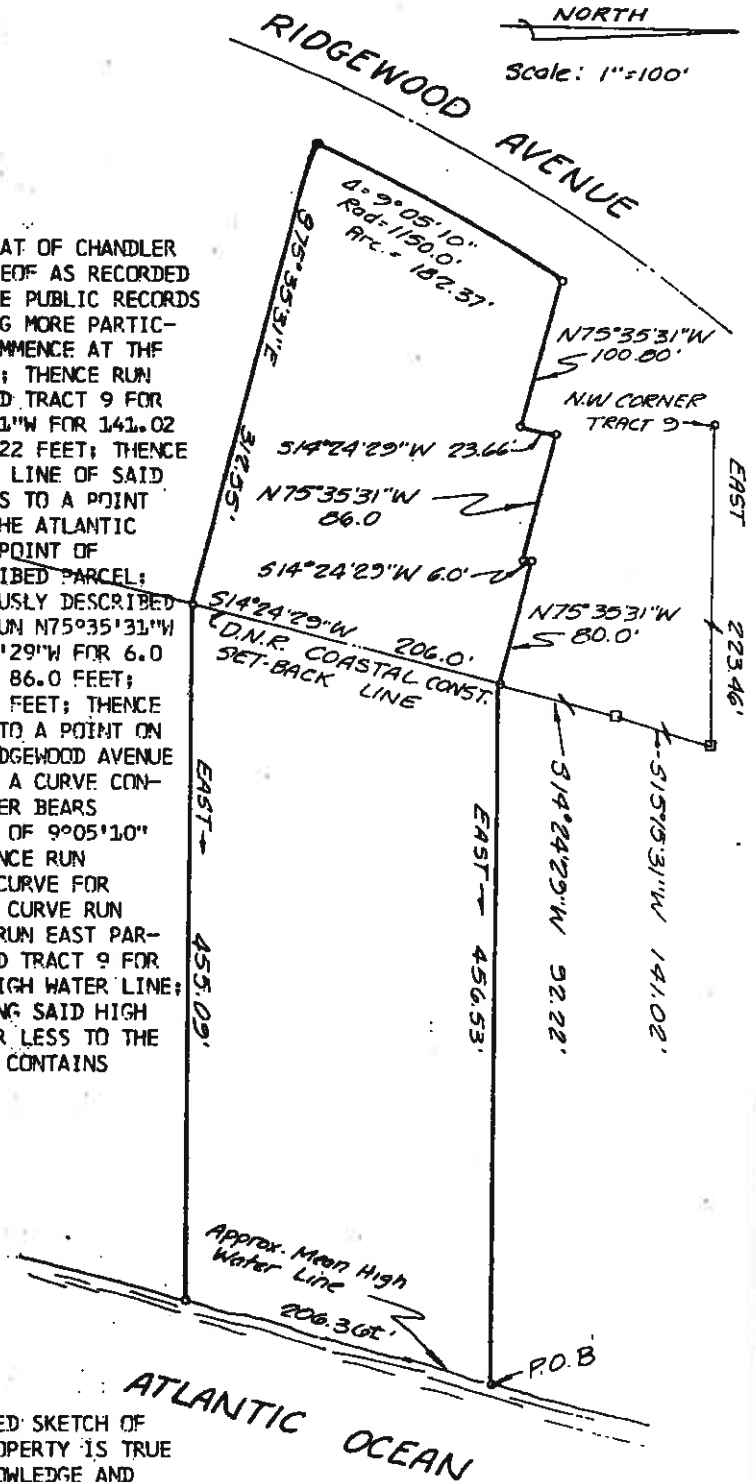
*John R. Campbell*  
 JOHN R. CAMPBELL  
 PROFESSIONAL LAND SURVEYOR NO. 2351  
 STATE OF FLORIDA

# CANAVERAL SANDS CONDOMINIUM

## Sketch of Survey

### LEGAL DESCRIPTION PHASE 2

A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 9; THENCE RUN EAST ALONG THE NORTH LINE OF SAID TRACT 9 FOR 223.46 FEET; THENCE RUN S15°15'31"W FOR 141.02 FEET; THENCE RUN S14°24'29"W FOR 92.22 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 457 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE RUN WEST ALONG THE PREVIOUSLY DESCRIBED COURSE FOR 456.53 FEET; THENCE RUN N75°35'31"W FOR 80.0 FEET; THENCE RUN S14°24'29"W FOR 6.0 FEET; THENCE RUN N75°35'31"W FOR 86.0 FEET; THENCE RUN S14°24'29"W FOR 23.66 FEET; THENCE RUN N75°35'31"W FOR 100.80 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIDGEWOOD AVENUE SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE SOUTHEAST WHOSE CENTER BEARS S56°30'11"E WITH A CENTRAL ANGLE OF 9°05'10" AND A RADIUS OF 1150.0 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 182.37 FEET; THENCE LEAVING SAID CURVE RUN S75°35'31"E 312.55 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 455.09 FEET TO A POINT ON SAID HIGH WATER LINE; THENCE MEANDER NORTHEASTERLY ALONG SAID HIGH WATER LINE FOR 206.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3.37 ACRES MORE OR LESS.



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

*John R. Campbell*

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

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
DECEMBER 31, 1979

OFF. REC.

2257

EXHIBIT "B"

PAGE

2045

SHEET 5 OF 6

# CANAVERAL SANDS COND. MINIMUM

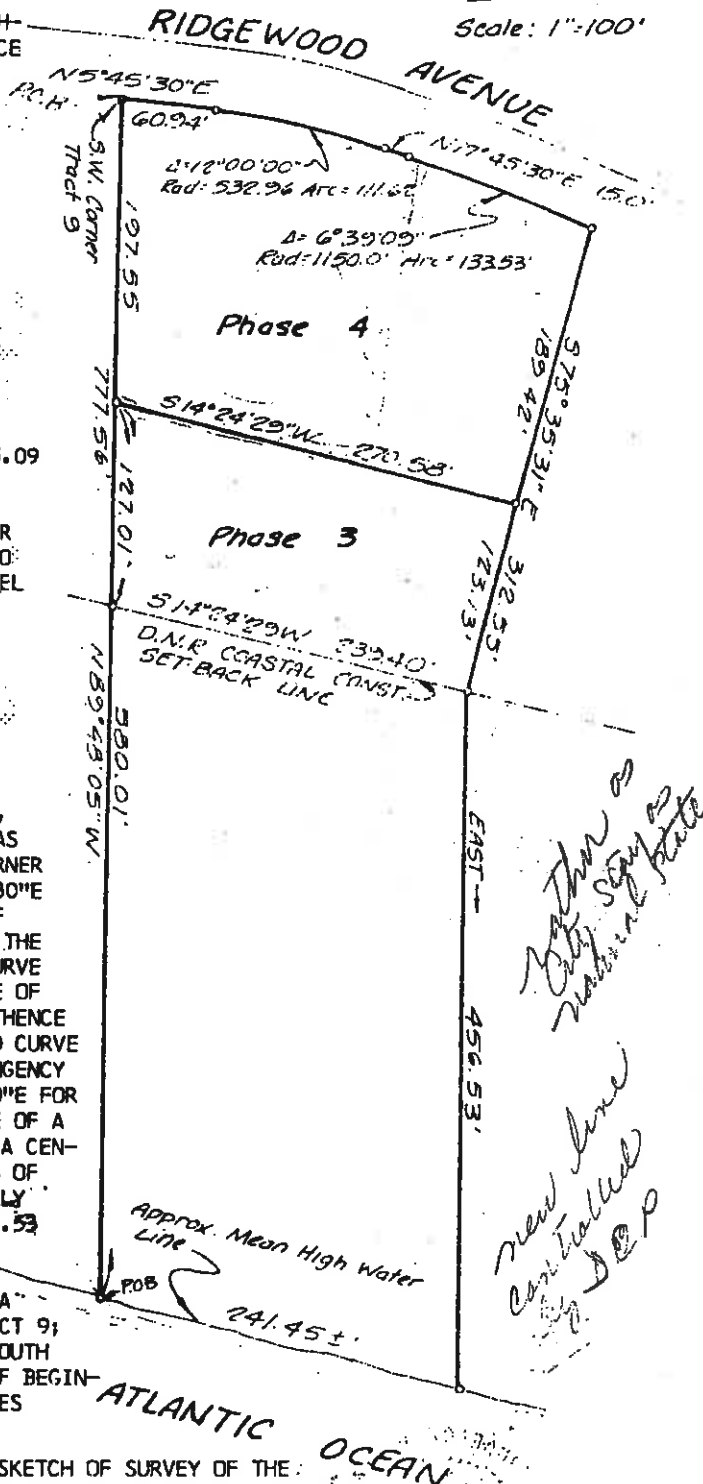
## LEGAL DESCRIPTION PHASE 3

A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCE AT THE SOUTH-WEST CORNER OF SAID TRACT 9; THENCE RUN S89°48'05"E ALONG THE SOUTH LINE OF SAID TRACT 9 FOR 777.56 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN N89°48'05"W BACK ALONG THE PREVIOUSLY DESCRIBED COURSE FOR 580.01 FEET TO A POINT 197.55 FEET WEST OF THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN N14°24'29"E FOR 270.58 FEET; THENCE RUN S75°35'31"E FOR 123.13 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 455.09 FEET TO A POINT ON SAID MEAN HIGH WATER LINE; THENCE MEANDER SOUTH-WESTERLY ALONG SAID MEAN HIGH WATER LINE FOR 241.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3.147 ACRES MORE OR LESS.

## Sketch of Survey

NORTH

Scale: 1"=100'



## LEGAL DESCRIPTION PHASE 4

A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN N5°45'30"E ALONG THE EAST RIGHT OF WAY LINE OF RIDGEWOOD AVENUE FOR 60.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'00" AND A RADIUS OF 532.96; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR 111.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N17°45'30"E FOR 15.0 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 6°39'09" AND A RADIUS OF 1150.0 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 133.53 FEET; THENCE LEAVING SAID CURVE RUN S75°35'31"E FOR 189.43 FEET; THENCE RUN S14°24'29"W FOR 270.58 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 9; THENCE RUN N89°48'05"W ALONG SAID SOUTH LINE FOR 197.55 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.36 ACRES MORE OR LESS.

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

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

This Instrument Prepared By:  
*Return to:* MAURICE B. GRALLA, ESQUIRE  
GRALLA AND NORWICH  
Post Office Box 606  
Cocoa Beach, Florida 32931

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

TUCK ENTERPRISES, INC., a Florida corporation, pursuant to the authority reserved in Article XVI in the Declaration of Condominium establishing CANAVERAL SANDS CONDOMINIUM, recorded in Official Records Book 2257, Pages 2004 through 2067, inclusive, Public Records of Brevard County, Florida, hereby amends said Declaration of Condominium as follows:

Article I, ESTABLISHMENT OF CONDOMINIUM, paragraph one is hereby amended as follows:

The Developer is the owner of a fee simple title to that certain real property situate in Brevard County, State of Florida, which property is more particularly described as follows, to-wit:

SEE ATTACHED DESCRIPTION FOR PHASE ONE

and on which property the Developer owns one (1) five story apartment building containing a total of twenty-nine (29) units, and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as CANAVERAL SANDS CONDOMINIUM, hereinafter referred to as the "Condominium," the "Condominium project" or the "project."

Article II, SURVEY AND DESCRIPTION OF IMPROVEMENTS, is hereby amended as follows:

Paragraph one is hereby amended as follows:

Attached hereto and made a part hereof, and marked Exhibit "A," consisting of twelve (12) pages and Exhibit "B," consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

Paragraph two is hereby amended as follows:

Exhibit "A" covers Phase I of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

SHEET 1	The Surveyor's Certificate
SHEET 2	The sketch of survey of the real property submitted to Condominium form of ownership hereunder
SHEET 3	The Graphic Plot Plan
SHEET 4	The individual first floor perimeter plan of Building Number 1

- SHEET 5        The individual second floor perimeter plan of Building Number 1
- SHEET 6        The individual third floor perimeter plan of Building Number 1
- SHEET 7        The individual fourth floor perimeter plan of Building Number 1
- SHEET 8        The individual fifth floor perimeter plan of Building Number 1
- SHEET 9        Typical Unit A Floor Plan
- SHEET 10       Typical Unit B Floor Plan
- SHEET 11       Typical Unit C Floor Plan
- SHEET 12       Unit 501 (Custom Built)

Paragraph five is hereby amended as follows:

Each unit is identified and designated by both a numerical designation for the building in which the unit is located and a specific number for the unit within that building. No apartment has the same unit number as any other apartment. The numerical designation of each building, the sheet number of Exhibit "A" in which that building is shown, the unit number of each apartment and the model of unit for each unit in that building are as follows:

BUILDING NO. 1

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "A"

<u>Unit No.</u>	<u>Model</u>
101	Reversed C
102	Reversed B
103	B
104	Reversed B
105	B
106	C

SECOND FLOOR SHEET NUMBER 5 OF EXHIBIT "A"

201	Reversed C
202	Reversed B
203	B
204	Reversed B
205	B
206	A

THIRD FLOOR SHEET NUMBER 6 OF EXHIBIT "A"

301	Reversed C
302	Reversed B
303	B
304	Reversed B
305	B
306	C

FOURTH FLOOR SHEET NUMBER 7 OF EXHIBIT "A"

401	Reversed C
402	Reversed B
403	B
404	Reversed B
405	B
406	C

FIFTH FLOOR SHEET NUMBER 8 OF EXHIBIT "A"

501	Custom Built
503	B
504	Reversed B
505	B
506	C

Article III, DESCRIPTION OF ADDITIONAL PHASES, is hereby amended as follows:

Paragraph three is hereby amended as follows:

Building number Two is a five story multi-family structure approximately 47 feet in height and containing thirty (30) units as follows: ten (10) Unit C models and twenty (20) Unit B models. Phase 2 shall also include two garage buildings containing a total of fifty-four (54) parking spaces. The balance of the development in Phase 2 shall consist of open parking areas, driveways and open areas.

Paragraph five is hereby amended as follows:

Building number Three is a five story multi-family structure approximately 47 feet in height and containing twenty-nine (29) units as follows: Nine (9) Unit C models and twenty (20) Unit B models. Phase 3 includes a recreational room which shall be a common element of the condominium, and a 25' x 50' swimming pool. The balance of Phase 3 shall consist of open parking spaces, driveways and open areas.

Paragraph seven is hereby amended as follows:

Building number Four is a five story multi-family structure approximately 47 feet in height and containing thirty (30) units as follows: Ten (10) Unit C models and twenty (20) Unit B models. Phase 4 shall also include two garage buildings containing a total of forty-two (42) parking spaces. The balance of the development in Phase 4 shall consist of open parking areas, driveways and open areas.

Article IV, OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES, is hereby amended as follows:

Paragraphs two, three and four are hereby amended as follows:

If a second phase is constructed, the owner of each apartment unit in the project, as then constituted, will own an undivided one-fifty ninth (1/59) interest in all the common elements of this condominium project.

If a third phase is constructed, the owner of each apartment unit in the project, as then constituted, will own an undivided one-eighty eighth (1/88) interest in all common elements of the condominium project.

If a fourth phase is constructed, the owner of each apartment unit in the project, as then constituted, will own an undivided one-one hundred eighteenth (1/118) interest in all common elements of the condominium project.

Article V, APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, is hereby amended as follows:

Paragraph three is hereby amended as follows:

In addition, there are twenty-four (24) covered garages in Phase 1, fifty-four (54) covered garages in Phase 2 and forty-two (42) covered garages in Phase 4, which the Developer reserves the right to designate for the exclusive use of the individual owners, which spaces are hereby made limited common elements.

Article VII, MEMBERSHIP AND VOTING RIGHTS, is hereby amended as follows:

Paragraphs two, three, four, five and six are hereby amended as follows:

There shall be a total of twenty-nine (29) votes to be cast by the owners of the condominium units in Phase I.

If a second phase is constructed there shall be a maximum of fifty-nine (59) votes to be cast by the owners of the condominium units.

If a third phase is constructed there shall be a maximum of eighty-eight (88) votes to be cast by the owners of the condominium units.

If a fourth phase is constructed there shall be a maximum of one hundred eighteen (118) votes to be cast by the owners of the condominium units.

The owner of each condominium unit (designated as such on the exhibits attached to the Declaration) shall be entitled to cast one (1) vote. Where a condominium is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "owner" as used herein shall be deemed to include the Developer.

Article IX, INSURANCE COVERAGE USE AND DISTRIBUTION OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY, paragraph f. is hereby amended as follows:

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of twenty-two (22) apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such



termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering apartments.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 9th day of March, 1981.

Signed, Sealed and Delivered  
in the Presence of:

TUCK ENTERPRISES, INC.

Katherine B. Diamandis

Fred Tuck  
FRED TUCK, President

Lili L. Allawas

Attest: Kay Tuck  
Secretary

(Corporate Seal)

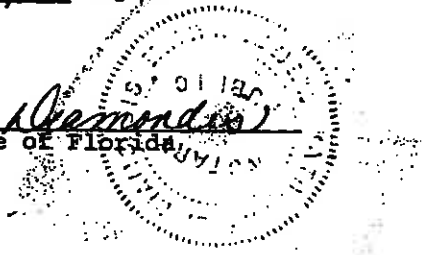
I HEREBY CERTIFY that on this day and year first above written before me personally appeared FRED TUCK and KAY TUCK, President and Secretary, respectively, of TUCK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Cocoa Beach in the County of Brevard and State of Florida this 9th day of March, 1981.

Katherine B. Diamandis  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 4, 1983  
Bonded By American Fire & Casualty Company



This Instrument Prepared by:  
MAURICE B. GRALLA, ESQUIRE  
Post Office Box 606  
Cocoa Beach, Florida 32931

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

TUCK ENTERPRISES, INC., a Florida corporation, pursuant to the authority reserved in Article XVI in the Declaration of Condominium establishing CANAVERAL SANDS, A CONDOMINIUM, recorded in Official Records Book 2257, Pages 2004 through 2067, inclusive, Public Records of Brevard County, Florida, and as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 2287, Pages 0902 through 0906, inclusive, Public Records of Brevard County, Florida, hereby establishes CANAVERAL SANDS, A CONDOMINIUM, PHASE 2, and hereby further amends and expands said Declaration of Condominium above described and submits the following described real property:

A portion of Tract 9 of the replat of Chandler Park according to the Plat thereof as recorded in Plat Book 21, at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 9; Thence run East along the North line of said Tract 9 for 223.46 feet; Thence run S15°15'31"W for 141.02 feet; Thence S14°24'29"W for 92.22 feet; Thence run East parallel with the North line of said Tract 9 for 457 feet more or less to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel: Thence run West along the previously described course for 456.53 feet; Thence run N75°35'31"W for 80.0 feet; Thence run S14°24'29"W for 6.0 feet; Thence run N75°35'31"W for 86.0 feet; Thence run S14°24'29"W for 23.66 feet; Thence run N75°35'31"W for 100.80 feet to a point on the East right of way line of Ridgewood Avenue said point also being a point on a curve concave to the Southeast whose center bears S56°30'11"E with a central angle of 9°05'10" and a radius of 1150.0 feet; Thence run Southerly along the arc of said curve for 182.37 feet; Thence leaving said curve run S75°35'31"E 312.55 feet; Thence run East parallel with the North line of said Tract 9 for 455.09 feet to a point on said high water line; Thence meander Northeasterly along said high water line for 206.0 feet more or less to the point of beginning. Said parcel contains 3.37 acres more or less

together with improvements thereon containing one (1) five story multi-family structure, approximately 47 feet in height and containing thirty (30) units, as follows: ten (10) Unit C models and twenty (20) Unit B models. Phase 2 also includes two garage buildings containing a total of fifty-four (54) parking spaces, as well as other appurtenant improvements more specifically described in Exhibit "E" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as CANAVERAL SANDS, A CONDOMINIUM, PHASE 2.

TUCK ENTERPRISES, INC., a Florida corporation, further amends and expands said Declaration above described to include and merge the common and limited common elements and easements of the property covered by this amendment with the property in the original Declaration of Condominium described in Official Records Book 2257, Pages 2004 through 2067, inclusive, Public Records of Brevard County, Florida, and as amended by First Amendment to Declaration of Condominium, described in Official Records Book 2287, Pages 0902 through 0906, inclusive, Public Records of Brevard County, Florida.

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TUCK ENTERPRISES, INC., a Florida corporation, amends Article II of the Declaration of Condominium in its entirety as follows:

II  
SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof and marked Exhibit "A" consisting of twelve (12) pages, Exhibit "B" consisting of six (6) pages and Exhibit "E" consisting of ten (10) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements and their respective locations and dimensions.

Exhibit "A" covers Phase 1 of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

SHEET 1	The Surveyor's Certificate
SHEET 2	The sketch of survey of the real property submitted to Condominium form of ownership hereunder
SHEET 3	The Graphic Plot Plan
SHEET 4	The individual first floor perimeter plan of Building Number 1
SHEET 5	The individual second floor perimeter plan of Building Number 1
SHEET 6	The individual third floor perimeter plan of Building Number 1
SHEET 7	The individual fourth floor perimeter plan of Building Number 1
SHEET 8	The individual fifth floor perimeter plan of Building Number 1
SHEET 9	Typical Unit A Floor Plan
SHEET 10	Typical Unit B Floor Plan
SHEET 11	Typical Unit C Floor Plan
SHEET 12	Unit 501 (Custom Built)

Exhibit "B" includes the following on the sheets thereof as hereinafter designated:

SHEET 1	Graphic plot plan of all four phases of the condominium project
SHEET 2	Surveyor's notes for each of the four phases of the project
SHEET 3	Sketch of survey of all lands comprising the four phases of the project
SHEET 4	Sketch of survey of those lands comprising Phase 1

- SHEET 5 Sketch of survey of those lands comprising Phase 2
- SHEET 6 Sketch of survey of those lands comprising Phase 3 and Phase 4

Exhibit "E" covers Phase 2 of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

- SHEET 1 The Surveyor's Certificate
- SHEET 2 The sketch of survey of the real property submitted to Condominium form of ownership hereunder
- SHEET 3 The Graphic Plot Plan
- SHEET 4 The individual first floor perimeter plan of Building Number 2
- SHEET 5 The individual second floor perimeter plan of Building Number 2
- SHEET 6 The individual third floor perimeter plan of Building Number 2
- SHEET 7 The individual fourth floor perimeter plan of Building Number 2
- SHEET 8 The individual fifth floor perimeter plan of Building Number 2
- SHEET 9 Typical Unit B Floor Plan
- SHEET 10 Typical Unit C Floor Plan

Exhibits "A," "B" and "E" were prepared in compliance with the provisions of the Florida Condominium Act by Allen Engineering, Inc., by John Campbell, Professional Land Surveyor, Florida Certificate No. 2351, and Exhibits "A," "B" and "E" have been certified in the manner required by the Florida Condominium Act (Florida Statutes 1978).

Each unit is identified and designated by both a numerical designation for the building in which the unit is located and a specific number for the unit within that building. No apartment has the same unit number as any other apartment. The numerical designation of each building, the unit number of each apartment and the model of unit for each unit in that building are as follows:

BUILDING NO. 1

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "A"

<u>Unit No.</u>	<u>Model</u>
101	Reversed C
102	Reversed B
103	B
104	Reversed B
105	B
106	C

SECOND FLOOR SHEET NUMBER 5 OF EXHIBIT "A"

201	Reversed C
202	Reversed B
203	B
204	Reversed B
205	B
206	A

THIRD FLOOR SHEET NUMBER 6 OF EXHIBIT "A"

301	Reversed C
302	Reversed B
303	B
304	Reversed B
305	B
306	C

FOURTH FLOOR SHEET NUMBER 7 OF EXHIBIT "A"

401	Reversed C
402	Reversed B
403	B
404	Reversed B
405	B
406	C

FIFTH FLOOR SHEET NUMBER 8 OF EXHIBIT "A"

501	Custom Built
503	B
504	Reversed B
505	B
506	C

BUILDING NO. 2

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "E"

<u>Unit No.</u>	<u>Model</u>
2101	Reversed C
2102	Reversed B
2103	B
2104	Reversed B
2105	B
2106	C

SECOND FLOOR SHEET NUMBER 5 OF EXHIBIT "E"

2201	Reversed C
2202	Reversed B
2203	B
2204	Reversed B
2205	B
2206	C

THIRD FLOOR SHEET NUMBER 6 OF EXHIBIT "E"

2301	Reversed C
2302	Reversed B
2303	B
2304	Reversed B
2305	B
2306	C

FOURTH FLOOR SHEET NUMBER 7 OF EXHIBIT "E"

2401	Reversed C
2402	Reversed B
2403	B
2404	Reversed B
2405	B
2406	C

FIFTH FLOOR SHEET NUMBER 8 OF EXHIBIT "E"

2501	Reversed C
2502	Reversed B
2503	B
2504	Reversed B
2505	B
2506	C

TUCK ENTERPRISES, INC., a Florida corporation, amends Article III of the Declaration of Condominium by deleting the first three (3) full paragraphs of Article III and adding the following:

It is anticipated that the condominium project will be expanded by the addition of two (2) five story buildings containing a total of fifty-nine (59) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property. These anticipated phases are described hereinbelow.

TUCK ENTERPRISES, INC., a Florida corporation, amends Article V of the Declaration by deleting the first paragraph of said Article V and adding the following:

The apartments of the condominium consist of that volume of space which is contained within the undercoated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A," Sheets 4-8 and Exhibit "E," Sheets 4-8, attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plans.

The Declaration above described refers to the condominium as both CANAVERAL SANDS CONDOMINIUM and CANAVERAL SANDS, A CONDOMINIUM; therefore, TUCK ENTERPRISES, INC., further amends said Declaration so that all reference to CANAVERAL SANDS CONDOMINIUM shall be deemed to be CANAVERAL SANDS, A CONDOMINIUM.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 27th day of April, 1981.

Signed, Sealed and Delivered  
in the Presence of:

*Katherine B. Diamond*

(Corporate Seal)

TUCK ENTERPRISES, INC.

*Fred Tuck*  
FRED TUCK, President

Attest: *Kay Tuck*  
Secretary

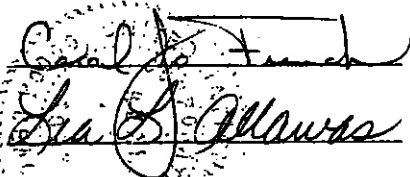
CONSENT AND JOINDER BY MORTGAGEE IN SECOND AMENDMENT  
TO DECLARATION OF CONDOMINIUM ESTABLISHING  
CANAVERAL SANDS, A CONDOMINIUM, PHASE 2

KNOW ALL MEN by these presents that UNITED NATIONAL BANK, a corporation organized and existing under Federal Banking Laws of the United States of America, owner and holder of a certain mortgage dated the 15th day of September, 1980, and recorded in Official Records Book 2254, Page 420, Public Records of Brevard County, Florida, hereby joins in the aforesaid Second Amendment to Declaration of Condominium establishing CANAVERAL SANDS, A CONDOMINIUM, PHASE 2, for the purpose of consenting to and hereby does, as Mortgagee, consent to the submission of the lands encumbered by said mortgage to a condominium regime in accordance with the aforesaid Declaration of Condominium of CANAVERAL SANDS, A CONDOMINIUM, PHASE 2, as amended.

DATED this 27 day of April, 1981.

WITNESSES:

UNITED NATIONAL BANK

  
Carol Jo French  
Lia B. Allways

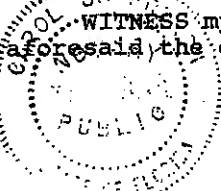
By

ATTEST: Henry Skel

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 27 day of April, 1981, before me personally appeared E. E. CHAMAS and NANCY L. KUHN, Exec. Vice Pres. and Secretary, respectively, of UNITED NATIONAL BANK, a corporation organized and existing under Federal Banking Laws of the United States of America, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

 WITNESS my hand and official seal in the State and County aforesaid the day and year first above written.

Carol Jo French  
NOTARY PUBLIC, State of Florida

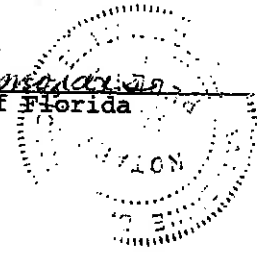
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Nov. 19, 1984  
Notary Public, State of Florida

I HEREBY CERTIFY that on this day and year first above written before me personally appeared FRED TUCK and KAY TUCK, President and Secretary, respectively, of TUCK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Cocoa Beach in the County of Brevard and State of Florida this 27<sup>th</sup> day of April, 1981.

*Katherine B. Williamson*  
NOTARY PUBLIC, State of Florida



My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires June 4, 1982  
Bonded By American Fire & Casualty Co., Inc.



SURVEYOR'S CERTIFICATE  
FOR  
CANAVERAL SANDS, A CONDOMINIUM


STATE OF FLORIDA  
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUMS ESTABLISHING CANAVERAL SANDS, A CONDOMINIUM PHASE TWO IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 22ND DAY OF APRIL, 1981 A.D.

ALLEN ENGINEERING, INC.

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

SWORN TO AND SUBSCRIBED BEFORE ME  
AS TO "JOHN R. CAMPBELL", THIS 22ND  
DAY OF APRIL, 1981 A.D.

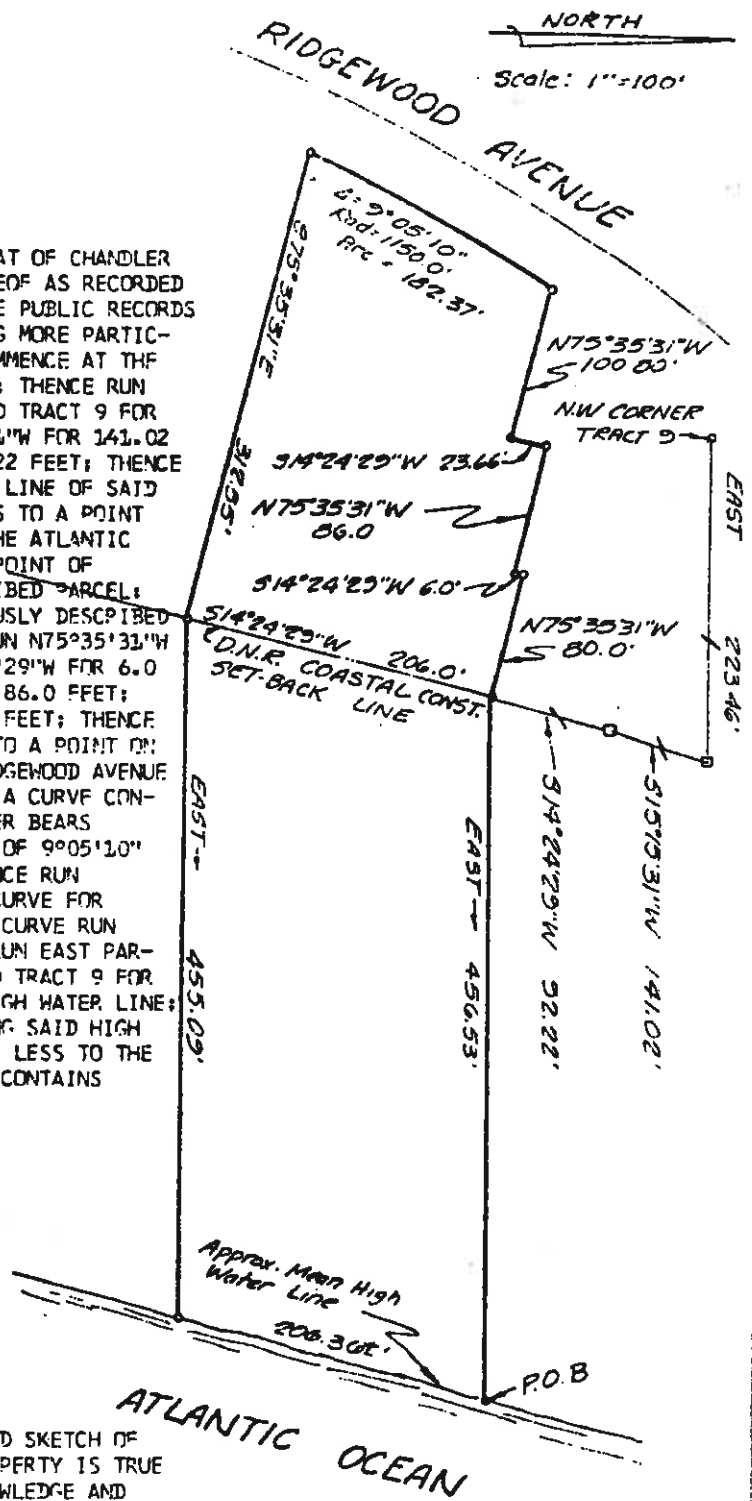
  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: AUGUST 23, 1981

# CANAVERAL SANDS, A CONDOMINIUM

## Sketch of Survey

### LEGAL DESCRIPTION PHASE 2

A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT 9; THENCE RUN EAST ALONG THE NORTH LINE OF SAID TRACT 9 FOR 223.46 FEET; THENCE RUN S15°25'31"W FOR 141.02 FEET; THENCE S14°24'29"W FOR 92.22 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 457 FEET MORE OR LESS TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN WEST ALONG THE PREVIOUSLY DESCRIBED COURSE FOR 456.53 FEET; THENCE RUN N75°35'31"W FOR 80.0 FEET; THENCE RUN S14°24'29"W FOR 6.0 FEET; THENCE RUN N75°35'31"W FOR 86.0 FEET; THENCE RUN S14°24'29"W FOR 23.66 FEET; THENCE RUN N75°35'31"W FOR 100.80 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF RIDGEWOOD AVENUE SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE SOUTHEAST WHOSE CENTER BEARS S56°30'11"E WITH A CENTRAL ANGLE OF 9°05'10" AND A RADIUS OF 1150.0 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 182.37 FEET; THENCE LEAVING SAID CURVE RUN S75°35'31"E 312.55 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 455.09 FEET TO A POINT ON SAID HIGH WATER LINE; THENCE MEANDER NORTHEASTERLY ALONG SAID HIGH WATER LINE FOR 206.0 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 3.37 ACRES MORE OR LESS.



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

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

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 APR 22, 1991

OFF. REC.

EXHIBIT 'E'

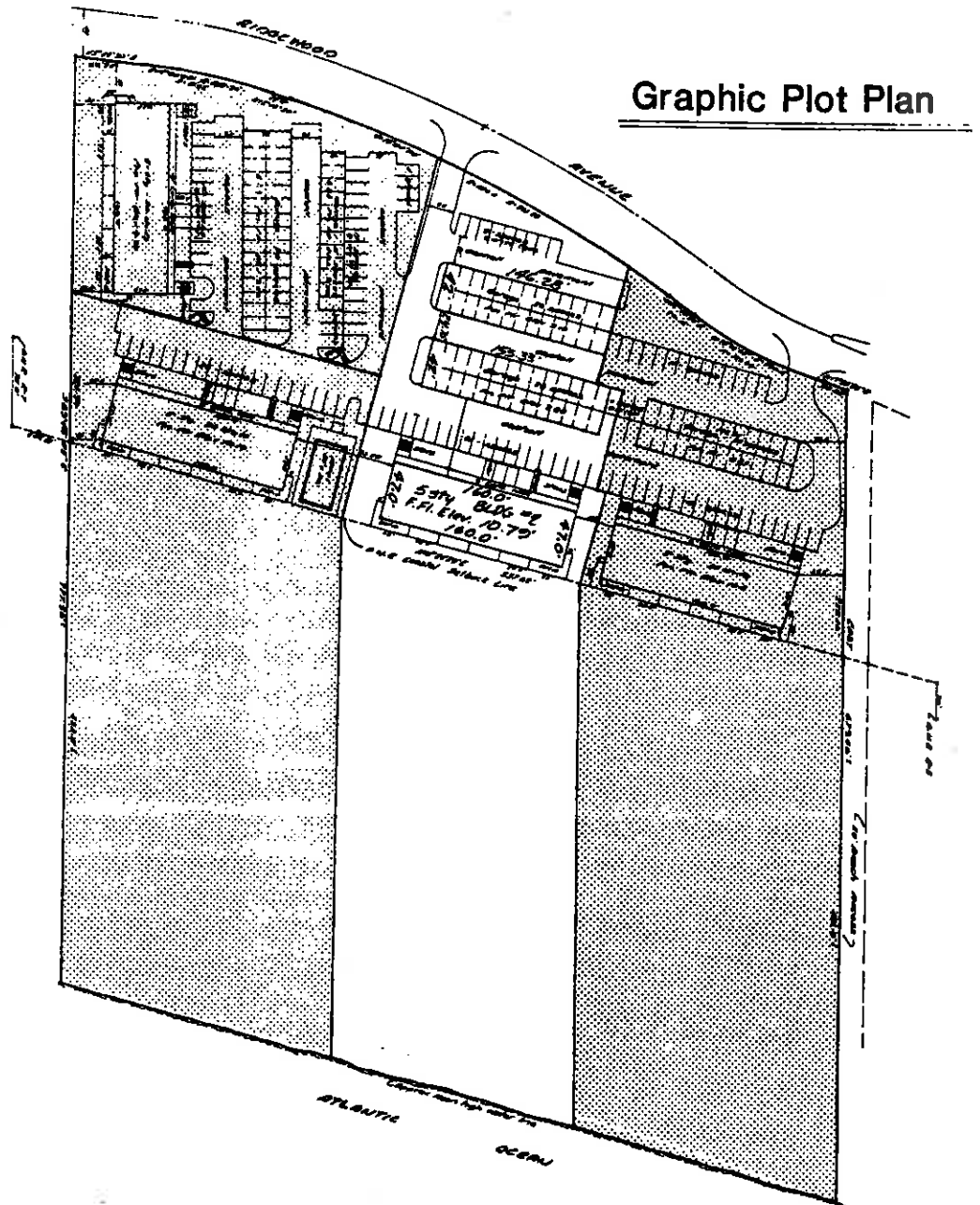
PAGE

10 SHEET 2

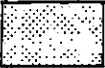
# CANAVERAL SANDS, A CONDOMINIUM

## SURVEYOR'S NOTES:

1. THE PLOT PLAN OF PHASE TWO SHOWN IS REPRESENTATIONAL OF THE IMPROVEMENTS AS CONSTRUCTED BY THE DEVELOPER.
2. ALL AREAS AND IMPROVEMENTS SHOWN EXCEPT THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE GARAGE SPACES SHOWN ARE COMMON ELEMENTS THAT ARE LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

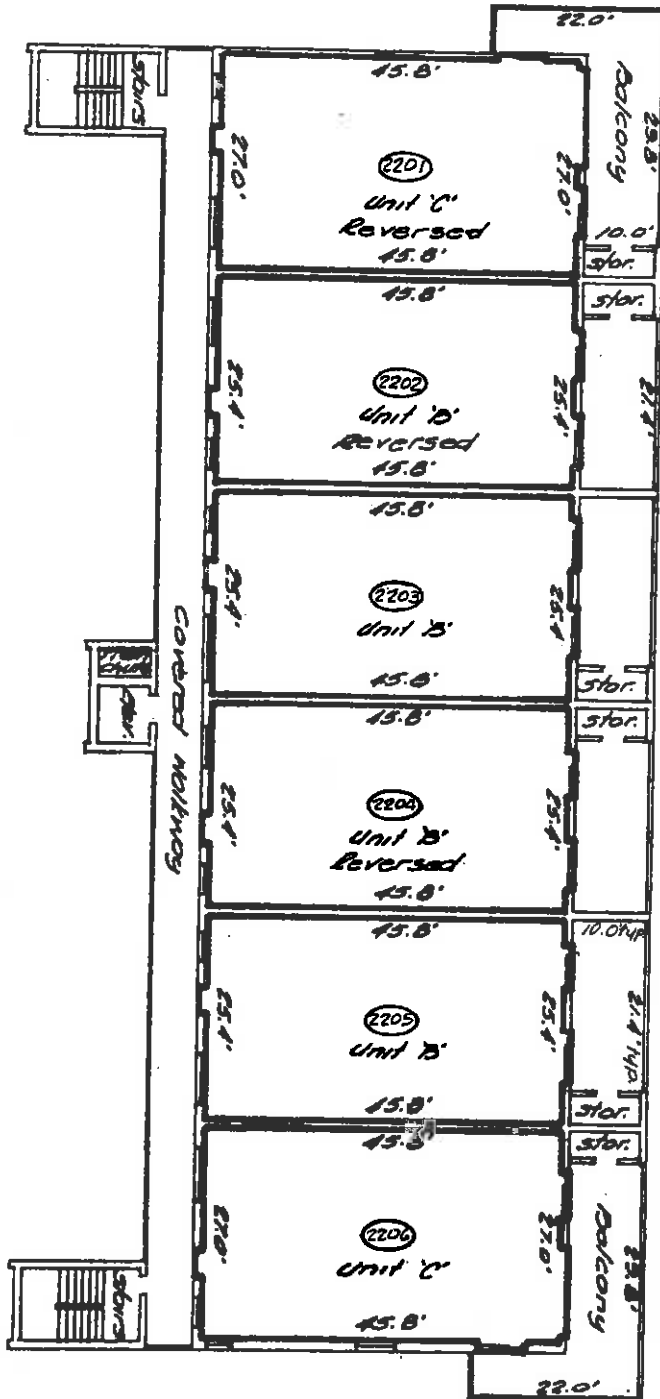


Graphic Plot Plan

4.  INDICATES NOT A PART OF PHASE TWO
5. BUILDING NUMBER TWO CONTAINS 30 UNITS AND IS APPROXIMATELY 46.7 FEET IN HEIGHT.

# CANAVERAL SANDS, A CONDOMINIUM

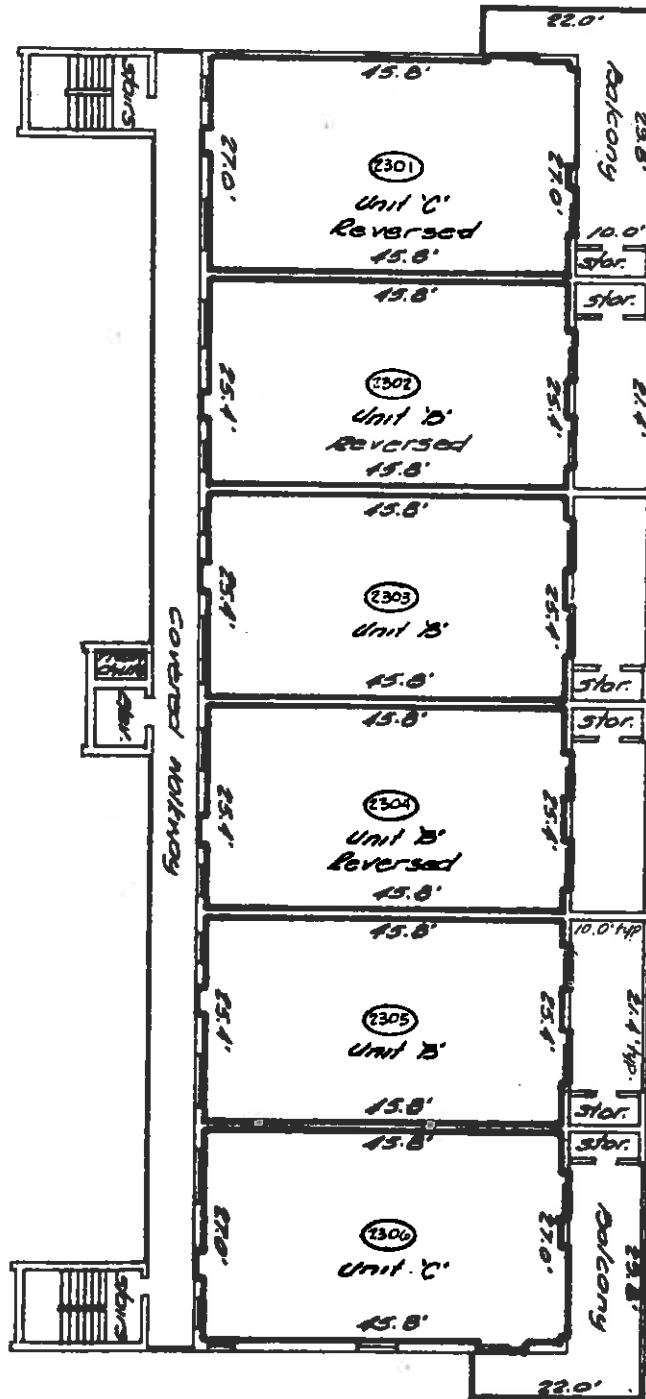
## Building 2 2nd floor



### SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 19.46 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 27.46 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (12) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS, A CONDOMINIUM



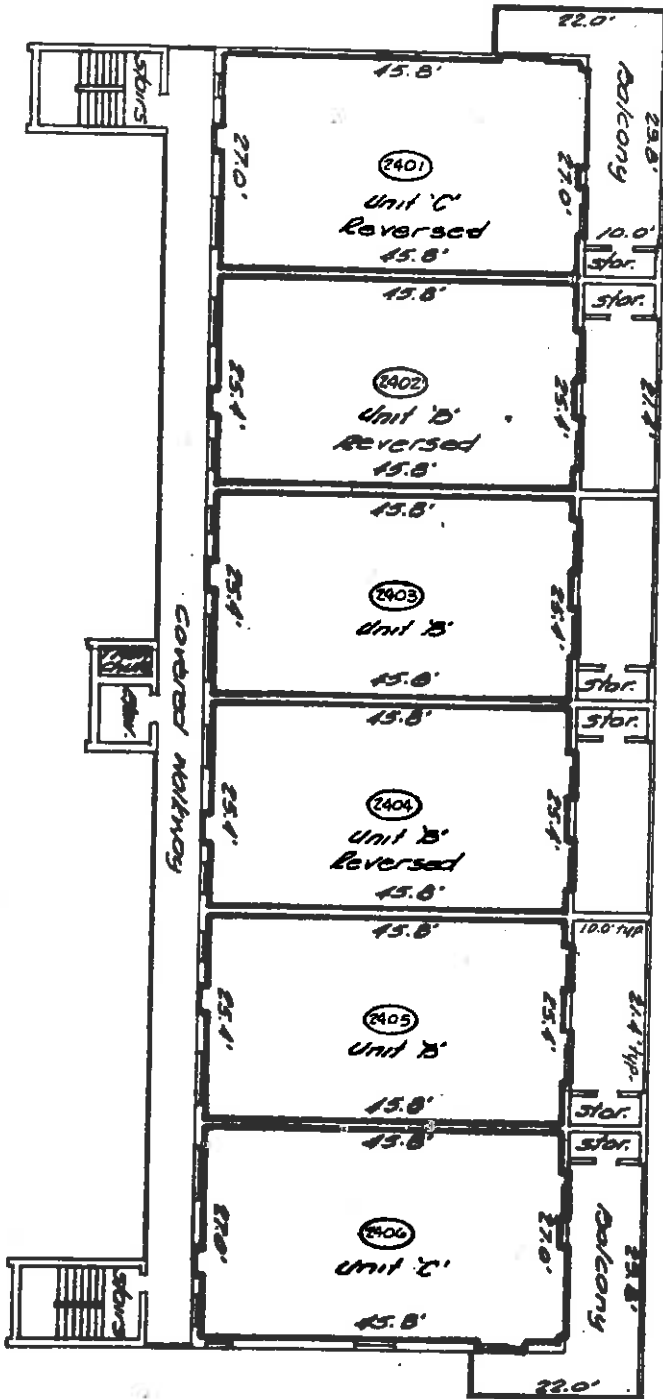
## Building 2 3rd floor

### SURVEYOR'S NOTES:

1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 28.13 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 36.13 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (18) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS, A CONDOMINIUM

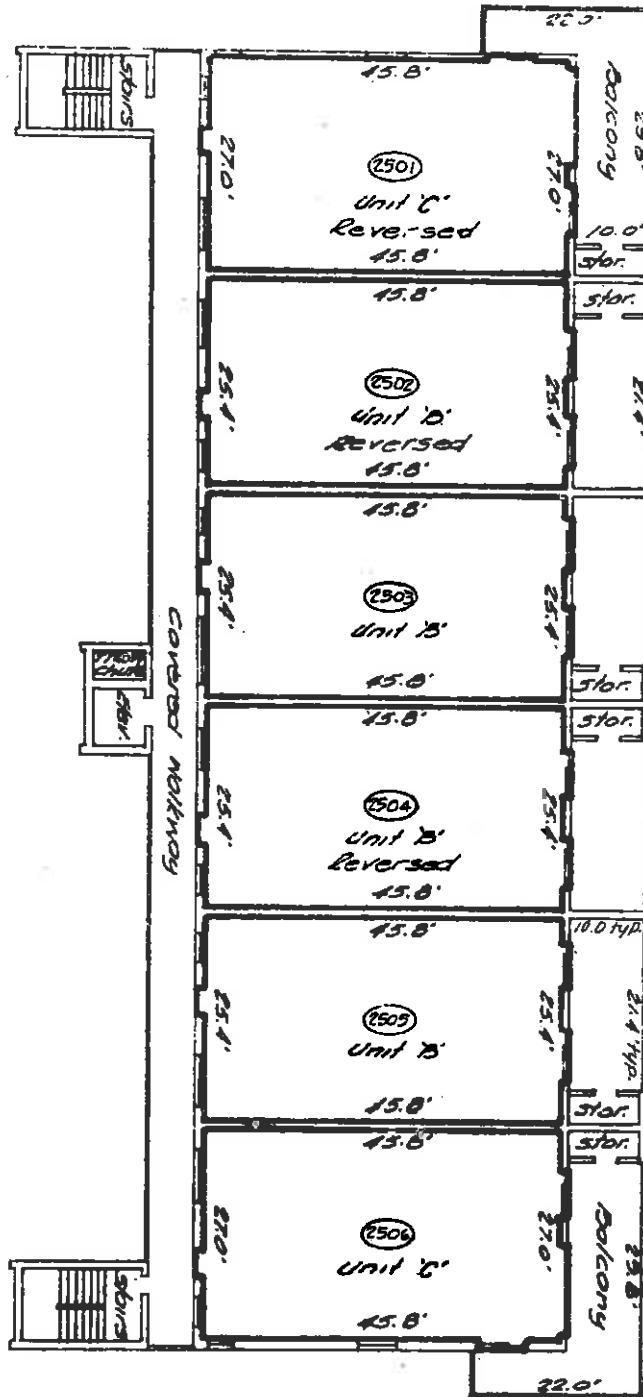
## Building 2 4th floor



### SURVEYOR'S NOTES:

1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 36.8 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 44.8 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (24) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS, A CONDOMINIUM



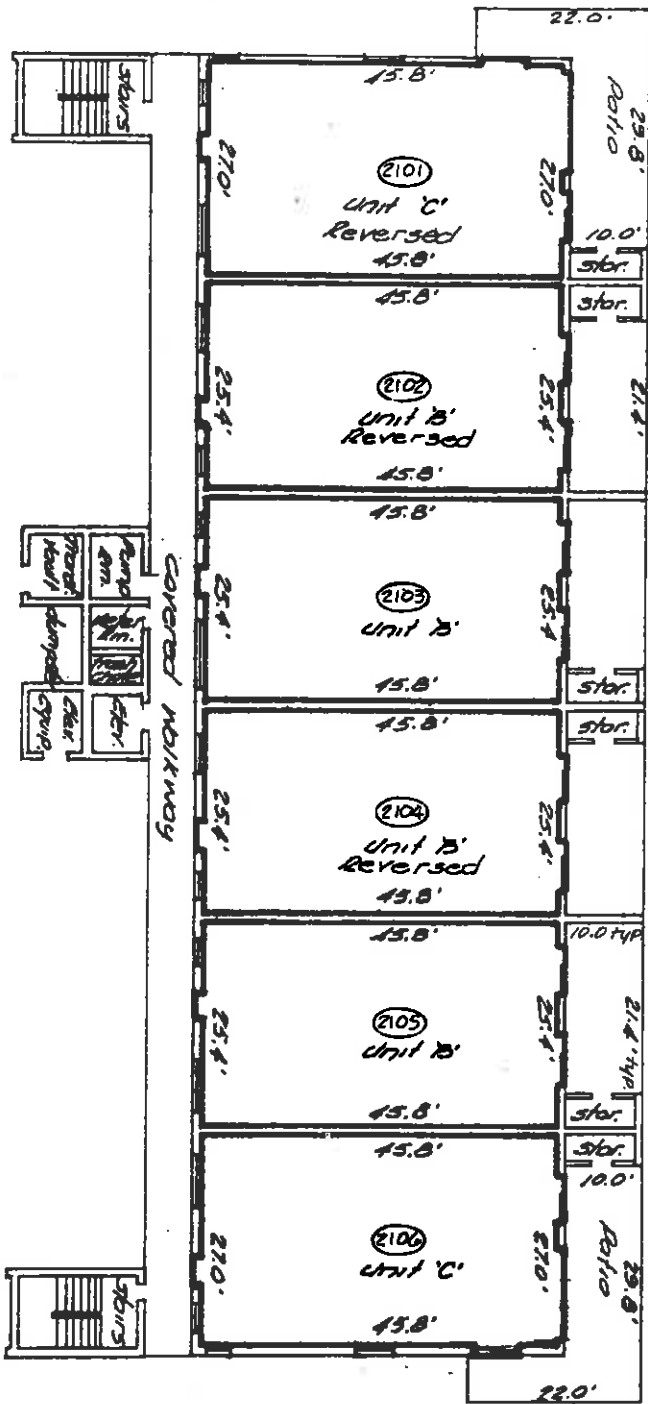
## Building 2 5th floor

### SURVEYOR'S NOTES:

1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 45.47 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 53.47 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (30) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS, A CONDOMINIUM

## Building 2 1st floor



### SURVEYOR'S NOTES:

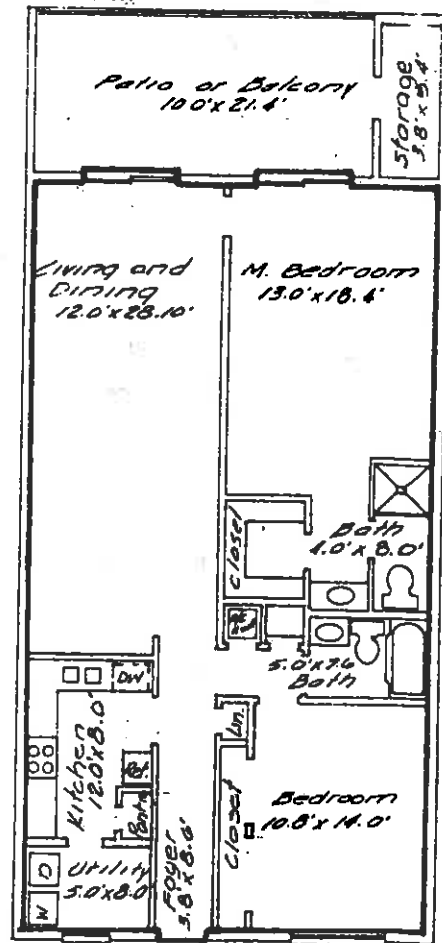
1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 10.79 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 18.79 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (2100) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

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# CANAVERAL SANDS, A CONDOMINIUM

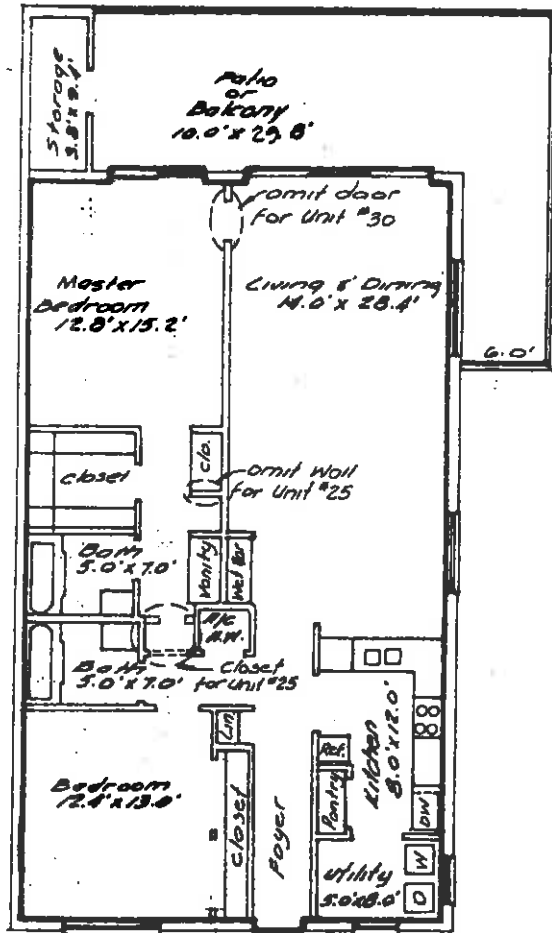


TYPICAL UNIT 'D'

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEETS 4-8 FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNITS.

# CANAVERAL SANDS, A CONDOMINIUM



**TYPICAL UNIT "C"**

**SURVEYOR'S NOTES:**

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEETS 4-8 FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNIT.

This Instrument Prepared By:  
MAURICE B. GRALLA, ESQUIRE  
Post Office Box 606  
Cocoa Beach, Florida 32931

THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM

TUCK ENTERPRISES, INC., a Florida corporation, pursuant to the authority reserved in Article XVI in the Declaration of Condominium establishing CANAVERAL SANDS, A CONDOMINIUM, recorded in Official Records Book 2257, Pages 2004 through 2067, inclusive, Public Records of Brevard County, Florida, and as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 2287, Pages 0902 through 0906, inclusive, Public Records of Brevard County, Florida, and Second Amendment to Declaration of Condominium recorded in Official Records Book 2296, Pages 1076 through 1092, inclusive, Public Records of Brevard County, Florida, hereby further amends said Declaration of Condominium as follows:

Article IV, OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES, is hereby amended as follows:

Paragraph one is amended as follows:

Each apartment unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment unit shall own, as an appurtenance to the ownership of each said apartment, an undivided share of all common elements of the condominium which includes, but is not limited to ground support area, parking areas, walks, yard area, foundations, etc., and substantial portion of the exterior walls, floors, ceilings and walls between units. The space within any of the units and common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument whether a conveyance, mortgage or otherwise which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and that unit's undivided one-fifty ninth (1/59) interest in all common elements of the condominium.

Paragraph two is deleted in its entirety.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 15th day of September, 1981.

Signed, Sealed and Delivered in the Presence of:

*[Signature]*  
*[Signature]*

(Corporate Seal)



TUCK ENTERPRISES, INC.

*[Signature]*  
FRED L. TUCK, President

RETURN TO: *[Arrow]*  
GRALLA & NORWICH  
ATTORNEYS AT LAW  
P. O. BOX 606  
COCOA BEACH, FLA. 32931

502632

SEP 16 PM 2:55

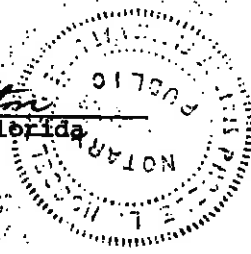
I HEREBY CERTIFY that on this day and year first above written before me personally appeared FRED L. TUCK, President of TUCK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument, acknowledged the execution thereof to be his free act and deed as such officer, for the purposes therein mentioned; and that he affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Cocoa Beach in the County of Brevard and State of Florida this 15th day of September, 1981.

*Charles L. Huxelton*  
NOTARY PUBLIC, State of Florida

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Sept. 27, 1982  
Bonded By American Fire & Casualty Company



RETURN TO:  
GRALLA & NORWICH  
ATTORNEYS AT LAW  
P. O. BOX 606  
COCOA BEACH, FLA. 32931

This Instrument Prepared By:  
MAURICE B. GRALLA, ESQUIRE  
Post Office Box 606  
Cocoa Beach, Florida 32931

FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM

TUCK ENTERPRISES, INC., a Florida corporation, pursuant to the authority reserved in Article XVI in the Declaration of Condominium establishing CANAVERAL SANDS, A CONDOMINIUM, recorded in Official Records Book 2257, Pages 2004 through 2067, inclusive, Public Records of Brevard County, Florida, and as amended by First Amendment to Declaration of Condominium recorded in Official Records Book 2287, Pages 0902 through 0906, inclusive, Public Records of Brevard County, Florida, Second Amendment to Declaration of Condominium recorded in Official Records Book 2296, Pages 1076 through 1092, inclusive, Public Records of Brevard County, Florida, and Third Amendment to Declaration of Condominium recorded in Official Records Book 2326, Pages 1095 through 1096, inclusive, Public Records of Brevard County, Florida, hereby establishes CANAVERAL SANDS, A CONDOMINIUM, PHASE 3, and hereby further amends and expands said Declaration of Condominium above described and submits the following described real property:

A portion of Tract 9 of the replat of Chandler Park according to the Plat thereof as recorded in Plat Book 21, at Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Tract 9; thence run  $S89^{\circ}48'05''E$  along the South line of said Tract 9 for 777.56 feet to a point on the mean high water line of the Atlantic Ocean said point also being the point of beginning of the following described parcel of land; thence run  $N89^{\circ}48'05''W$  back along the previously described course for 580.01 feet to a point 197.55 feet West of the Southwest corner of said Tract 9; thence run  $N14^{\circ}24'29''E$  for 192.56 feet; thence run  $N89^{\circ}48'05''W$  for 211.25 feet to a point lying on the arc of a circular curve concave to the East whose center bears  $S72^{\circ}06'29''E$  from said point having a radius of 1150.0 feet; thence run Northerly along the arc of said curve through a central angle of  $6^{\circ}31'08''$  for 130.84 feet; thence leaving said curve run  $S75^{\circ}35'31''E$  for 312.55 feet; thence run East parallel with the North line of said Tract 9 for 455.09 feet to a point on said mean high water line; thence meander Southwesterly along said mean high water line for 241.0 feet more or less to the point of beginning. Said parcel contains 3.616 acres more or less

together with improvements thereon containing one (1) five story multi-family structure, approximately 47 feet in height and containing twenty-nine (29) units, as follows: nine (9) Unit C models and twenty (20) Unit B models. Phase 3 also includes a 25'x50' swimming pool and a recreational room which shall be a common element of the condominium, and one garage building containing a total of twelve (12) parking spaces, as well as other appurtenant improvements more specifically described in Exhibit "F" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as CANAVERAL SANDS, A CONDOMINIUM, PHASE 3.

REC FEE	\$ 58.00	REC'D PAYMENT AS
DOC ST.	\$	INDICATED FOR CLASS
INT TAX	\$	"C" INTANGIBLE & DOC
SER CHG	\$ 1.00	STAMP TAXES SIGNED
REFUND	\$	

*[Signature]*

TUCK ENTERPRISES, INC., a Florida corporation, further amends and expands said Declaration above described to include and merge the common and limited common elements and easements of the property covered by this amendment with the property in the original Declaration of Condominium described in Official Records Book 2257, Pages 2004 through 2067, inclusive, Public Records of Brevard County, Florida, and as amended by First Amendment to Declaration of Condominium, described in Official Records Book 2287, Pages 0902 through 0906, inclusive, Public Records of Brevard County, Florida, and as further amended by Second Amendment to Declaration of Condominium, described in Official Records Book 2296, Pages 1076 through 1092, inclusive, Public Records of Brevard County, Florida, and Third Amendment to Declaration of Condominium, described in Official Records Book 2326, Pages 1095 through 1096, inclusive, Public Records of Brevard County, Florida.

TUCK ENTERPRISES, INC., a Florida corporation, amends Article II of the Declaration of Condominium in its entirety as follows:

II  
SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof and marked Exhibit "A" consisting of twelve (12) pages, Exhibit "B" consisting of six (6) pages, Exhibit "E" consisting of ten (10) pages and Exhibit "F" consisting of eleven (11) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements and their respective locations and dimensions.

Exhibit "A" covers Phase 1 of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

- |         |  |
|---------|--|
| SHEET 1 | The Surveyor's Certificate   |
| SHEET 2 | The sketch of survey of the real property submitted to Condominium form of ownership hereunder |
| SHEET 3 | The Graphic Plot Plan  |
| SHEET 4 | The individual first floor perimeter plan of Building Number 1                                 |
| SHEET 5 | The individual second floor perimeter plan of Building Number 1                                |
| SHEET 6 | The individual third floor perimeter plan of Building Number 1                                 |
| SHEET 7 | The individual fourth floor perimeter plan of Building Number 1                                |
| SHEET 8 | The individual fifth floor perimeter plan of Building Number 1                                 |
| SHEET 9 | Typical Unit A Floor Plan  |

- SHEET 10 Typical Unit B Floor Plan
- SHEET 11 Typical Unit C Floor Plan
- SHEET 12 Unit 501 (Custom Built)

Exhibit "B" includes the following on the sheets thereof as hereinafter designated:

- SHEET 1 Graphic plot plan of all four phases of the condominium project
- SHEET 2 Surveyor's notes for each of the four phases of the project
- SHEET 3 Sketch of survey of all lands comprising the four phases of the project
- SHEET 4 Sketch of survey of those lands comprising Phase 1
- SHEET 5 Sketch of survey of those lands comprising Phase 2
- SHEET 6 Sketch of survey of those lands comprising Phase 3 and Phase 4

Exhibit "E" covers Phase 2 of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

- SHEET 1 The Surveyor's Certificate
- SHEET 2 The sketch of survey of the real property submitted to Condominium form of ownership hereunder
- SHEET 3 The Graphic Plot Plan
- SHEET 4 The individual first floor perimeter plan of Building Number 2
- SHEET 5 The individual second floor perimeter plan of Building Number 2
- SHEET 6 The individual third floor perimeter plan of Building Number 2
- SHEET 7 The individual fourth floor perimeter plan of Building Number 2
- SHEET 8 The individual fifth floor perimeter plan of Building Number 2
- SHEET 9 Typical Unit B Floor Plan
- SHEET 10 Typical Unit C Floor Plan

Exhibit "F" covers Phase 3 of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

- SHEET 1 The Surveyor's Certificate
- SHEET 2 The sketch of survey of the real property submitted to Condominium form of ownership hereunder

SHEET 3	The Graphic Plot Plan
SHEET 4	The individual first floor perimeter plan of Building Number 3
SHEET 5	The individual second floor perimeter plan of Building Number 3
SHEET 6	The individual third floor perimeter plan of Building Number 3
SHEET 7	The individual fourth floor perimeter plan of Building Number 3
SHEET 8	The individual fifth floor perimeter plan of Building Number 3
SHEET 9	Typical Unit B Floor Plan
SHEET 10	Typical Unit C Floor Plan
SHEET 11	Recreation Room

Exhibits "A," "B," "E" and "F" were prepared in compliance with the provisions of the Florida Condominium Act by Allen Engineering, Inc., by John Campbell, Professional Land Surveyor, Florida Certificate No. 2351, and Exhibits "A," "B," "E" and "F" have been certified in the manner required by the Florida Condominium Act (Florida Statutes 1978).

Each unit is identified and designated by both a numerical designation for the building in which the unit is located and a specific number for the unit within that building. No apartment has the same unit number as any other apartment. The numerical designation of each building, the unit number of each apartment and the model of unit for each unit in that building are as follows:

BUILDING NO. 1

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "A"

<u>Unit No.</u>	<u>Model</u>
101	Reversed C
102	Reversed B
103	B
104	Reversed B
105	B
106	C

SECOND FLOOR SHEET NUMBER 5 OF EXHIBIT "A"

201	Reversed C
202	Reversed B
203	B
204	Reversed B
205	B
206	A

THIRD FLOOR SHEET NUMBER 6 OF EXHIBIT "A"

301	Reversed C
302	Reversed B
303	B
304	Reversed B
305	B
306	C



FOURTH FLOOR SHEET NUMBER 7 OF EXHIBIT "A"

401	Reversed C
402	Reversed B
403	B
404	Reversed B
405	B
406	C

FIFTH FLOOR SHEET NUMBER 8 OF EXHIBIT "A"

501	Custom Built
503	B
504	Reversed B
505	B
506	C

BUILDING NO. 2

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "E"

<u>Unit No.</u>	<u>Model</u>
2101	Reversed C
2102	Reversed B
2103	B
2104	Reversed B
2105	B
2106	C

SECOND FLOOR SHEET NUMBER 5 OF EXHIBIT "E"

2201	Reversed C
2202	Reversed B
2203	B
2204	Reversed B
2205	B
2206	C

THIRD FLOOR SHEET NUMBER 6 OF EXHIBIT "E"

2301	Reversed C
2302	Reversed B
2303	B
2304	Reversed B
2305	B
2306	C

FOURTH FLOOR SHEET NUMBER 7 OF EXHIBIT "E"

2401	Reversed C
2402	Reversed B
2403	B
2404	Reversed B
2405	B
2406	C

FIFTH FLOOR SHEET NUMBER 8 OF EXHIBIT "E"

2501	Reversed C
2502	Reversed B
2503	B
2504	Reversed B
2505	B
2506	C

BUILDING NO. 3

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "F"

<u>Unit No.</u>	<u>Model</u>
3102	Reversed B
3103	B
3104	Reversed B
3105	B
3106	C

SECOND FLOOR SHEET NUMBER 5 OF EXHIBIT "F"

3201	Reversed C
3202	Reversed B
3203	B
3204	Reversed B
3205	B
3206	C

THIRD FLOOR SHEET NUMBER 6 OF EXHIBIT "F"

3301	Reversed C
3302	Reversed B
3303	B
3304	Reversed B
3305	B
3306	C

FOURTH FLOOR SHEET NUMBER 7 OF EXHIBIT "F"

3401	Reversed C
3402	Reversed B
3403	B
3404	Reversed B
3405	B
3406	C

FIFTH FLOOR SHEET NUMBER 8 OF EXHIBIT "F"

3501	Reversed C
3502	Reversed B
3503	B
3504	Reversed B
3505	B
3506	C

TUCK ENTERPRISES, INC., a Florida corporation, amends Article III of the Declaration of Condominium by deleting the first three (3) full paragraphs of Article III and adding the following:

It is anticipated that the condominium project will be expanded by the addition of one (1) five story building containing a total of thirty (30) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property. This anticipated phase is described hereinbelow.

TUCK ENTERPRISES, INC., a Florida corporation, amends Article IV of the Declaration of Condominium by amending paragraph one as follows:

Each apartment unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment unit shall own, as an appurtenance to the ownership of each said apartment, an undivided share of all common elements of the condominium which includes, but is not limited to ground support area, parking areas, walks, yard area, foundations, etc., and substantial portion of the exterior walls, floors, ceilings and walls between units. The space within any of the units and common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument whether a conveyance, mortgage or otherwise which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and that unit's undivided one-eighty eighth (1/88) interest in all common elements of the condominium.

Paragraph three is deleted in its entirety.

TUCK ENTERPRISES, INC., a Florida corporation, amends Article V of the Declaration of Condominium by deleting the first paragraph of said Article V and adding the following:

The apartments of the condominium consist of that volume of space which is contained within the undercoated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A," Sheets 4-8, Exhibit "E," Sheets 4-8 and Exhibit "F," Sheets 4-8, attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plans.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 12 day of October, 1981.

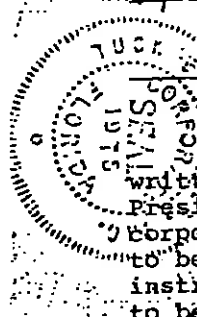
Signed, Sealed and Delivered in the Presence of:

Katherine B. Hammond  
Dea L. Allaw

TUCK ENTERPRISES, INC.

Fred Tuck  
FRED TUCK, President

Attest: Kay Tuck  
Secretary

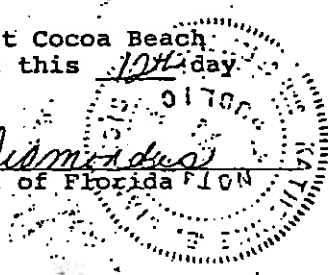


(Corporate Seal)

I HEREBY CERTIFY that on this day and year first above written before me personally appeared FRED TUCK and KAY TUCK, President and Secretary, respectively, of TUCK ENTERPRISES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers, for the purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Cocoa Beach in the County of Brevard and State of Florida this 12th day of October, 1981.

Katherine B. Hammond  
NOTARY PUBLIC, State of Florida



My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires June 4, 1983  
Printed By American Pub & Off. REC.

SURVEYOR'S CERTIFICATE  
FOR  
CANAVERAL SANDS CONDOMINIUM

STATE OF FLORIDA  
COUNTY OF BREVARD


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

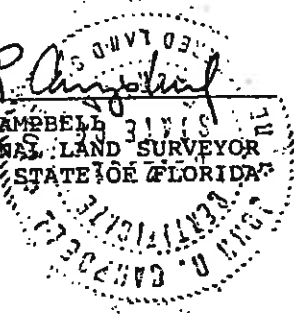
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "F" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "F" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING CANAVERAL SANDS CONDOMINIUM PHASE 3 IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 25TH DAY OF SEPTEMBER, 1981 A.D.

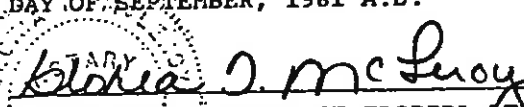
ALLEN ENGINEERING, INC.

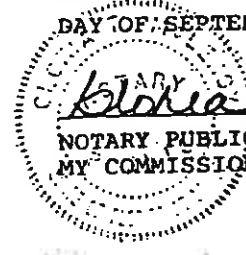
BY:

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



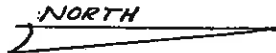
SWORN TO AND SUBSCRIBED BEFORE ME  
AS TO "JOHN R. CAMPBELL", THIS 25TH  
DAY OF SEPTEMBER, 1981 A.D.

  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: AUGUST 23, 1985



# CANAVERAL SANDS CONDOMINIUM

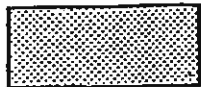
## SKETCH OF SURVEY



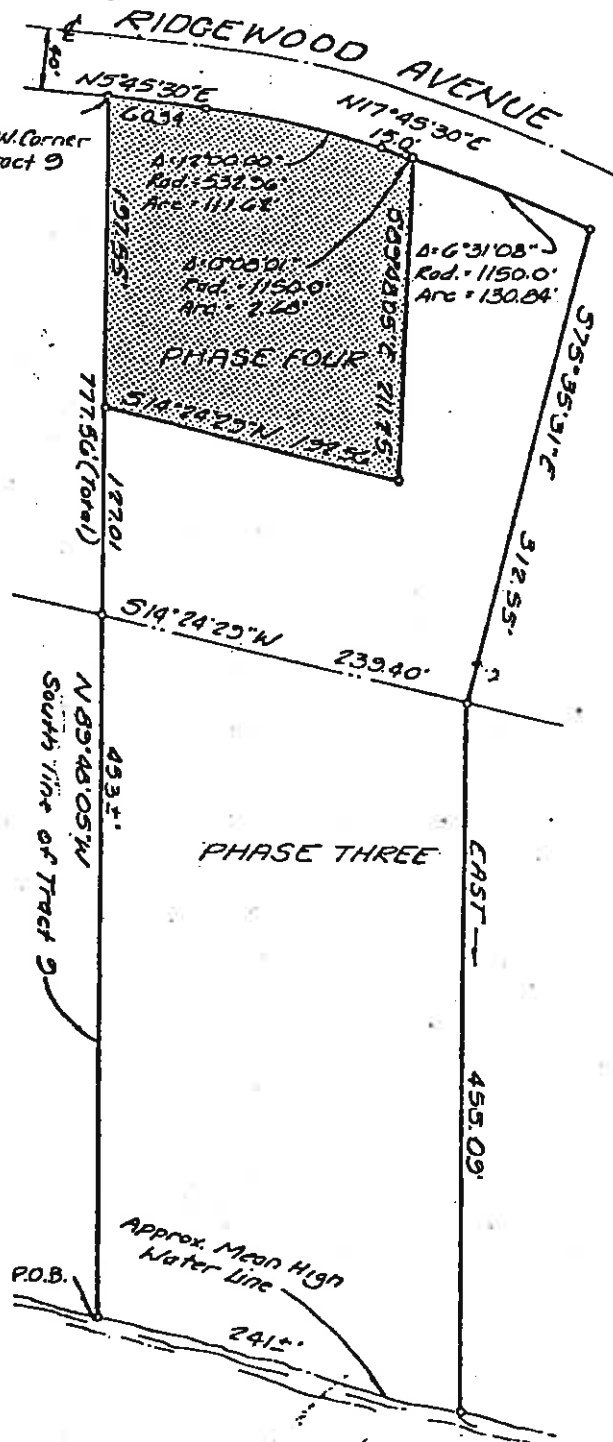
SCALE: 1"=100'

### LEGAL DESCRIPTION PHASE 3

A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN S89°48'05"E ALONG THE SOUTH LINE OF SAID TRACT 9 FOR 777.56 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN N89°48'05"W BACK ALONG THE PREVIOUSLY DESCRIBED COURSE FOR 580.01 FEET TO A POINT 197.55 FEET WEST OF THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN N14°24'29"E FOR 192.56 FEET; THENCE RUN N89°48'05"W FOR 211.25 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE EAST WHOSE CENTER BEARS S72°06'29"E FROM SAID POINT HAVING A RADIUS OF 1150.0 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°31'08" FOR 130.84 FEET; THENCE LEAVING SAID CURVE RUN S75°35'31"E FOR 312.55 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 455.09 FEET TO A POINT ON SAID MEAN HIGH WATER LINE; THENCE MEANDER SOUTHWESTERLY ALONG SAID MEAN HIGH WATER LINE FOR 241.0 FEET MORE OR LESS TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 3.616 ACRES MORE OR LESS.



INDICATES NOT A PART OF PHASE THREE.



### CERTIFICATION:

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

*John R. Campbell*

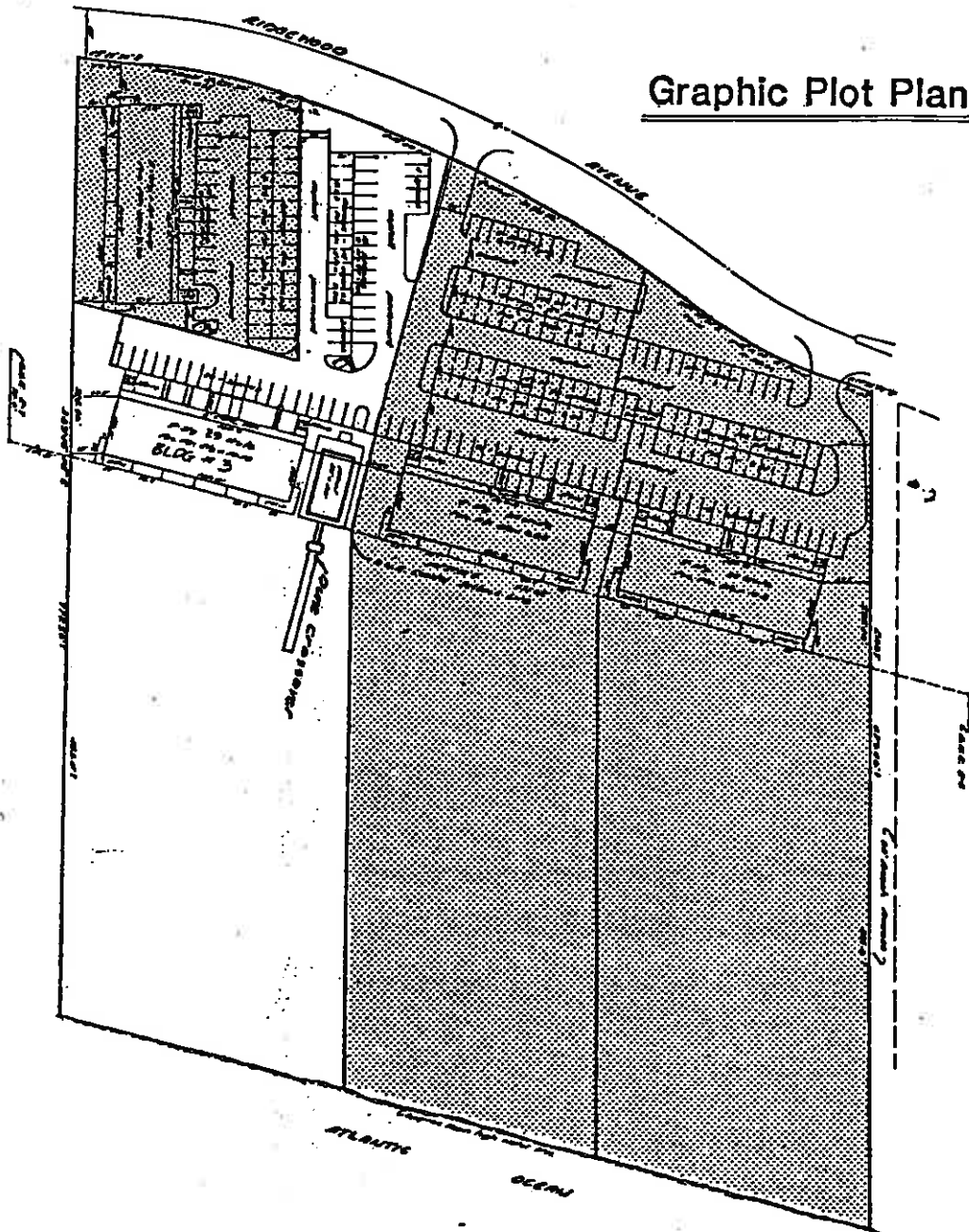
JOHN R. CAMPBELL  
PROFESSIONAL LAND SURVEYOR  
NO. 2351, STATE OF FLORIDA

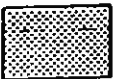
# CANAL SANDS CONDOMINIUM

## SURVEYOR'S NOTES:

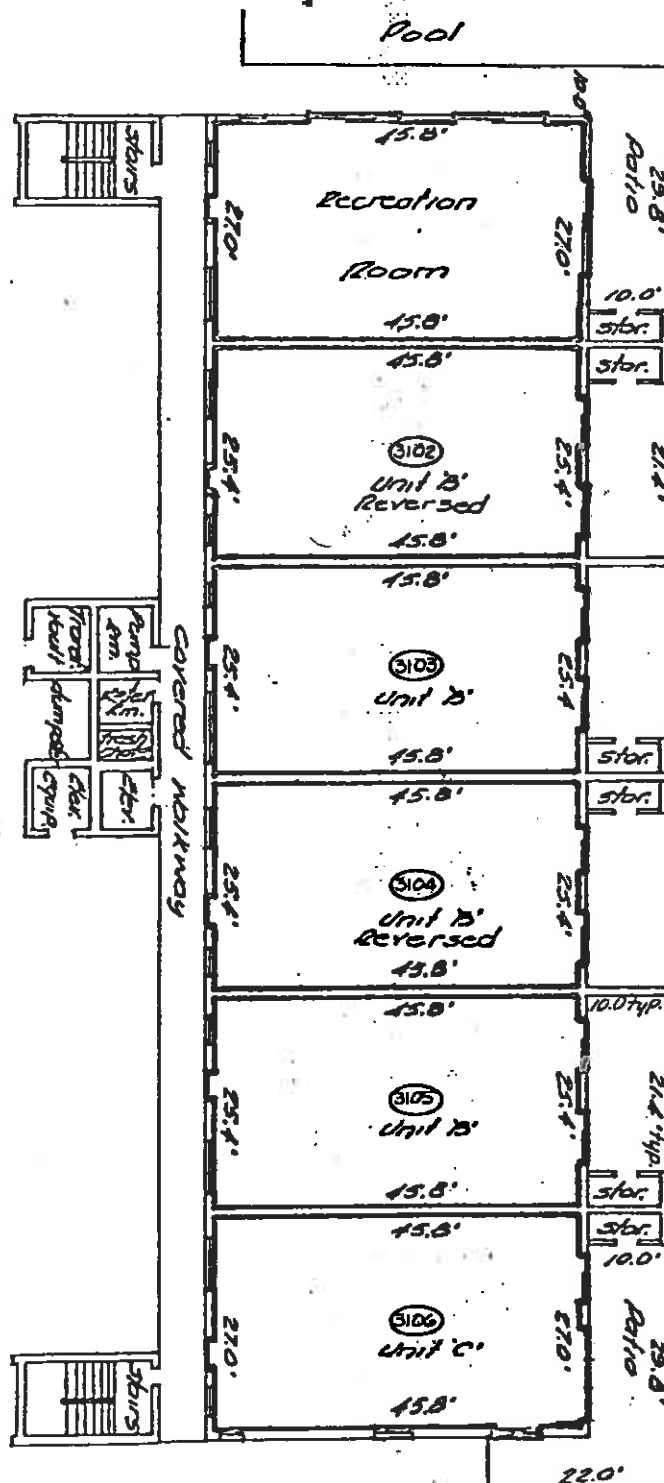
1. PHASE 3 CONTAINS BUILDING #3, A FIVE STORY MULTI-FAMILY BUILDING CONTAINING 29 UNITS.
2. ALL AREAS AND IMPROVEMENTS SHOWN EXCEPT THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE GARAGE SPACES SHOWN ARE COMMON ELEMENTS THAT ARE LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.

## Graphic Plot Plan



4.  INDICATES NOT A PART OF PHASE THREE.

# CANAVERAL SANDS CC DOMINIUM



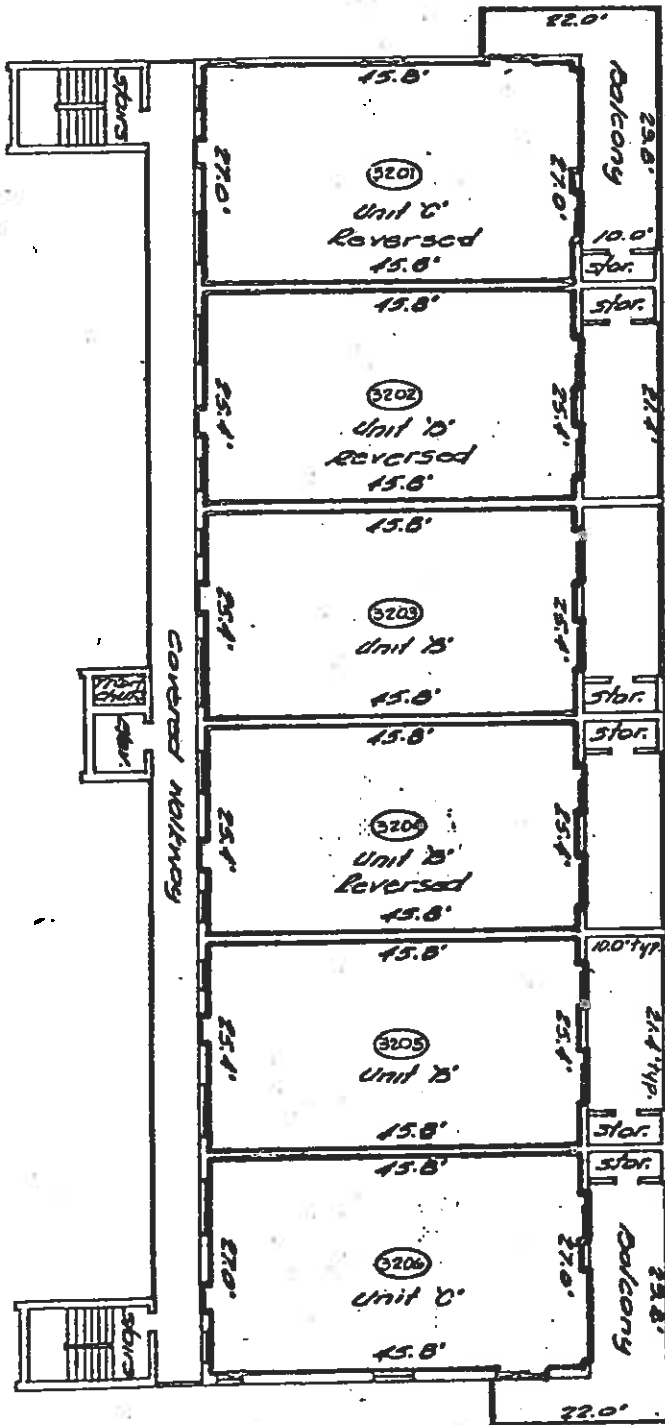
## Building 3 1st floor

### SURVEYOR'S NOTES:

1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 10.10 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 18.10 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (3104) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
9. THE RECREATION ROOM SHOWN IS A COMMON ELEMENT OF THE CONDOMINIUM.

# CANAVERAL SANDS CONDOMINIUM

## Building 3 2nd floor

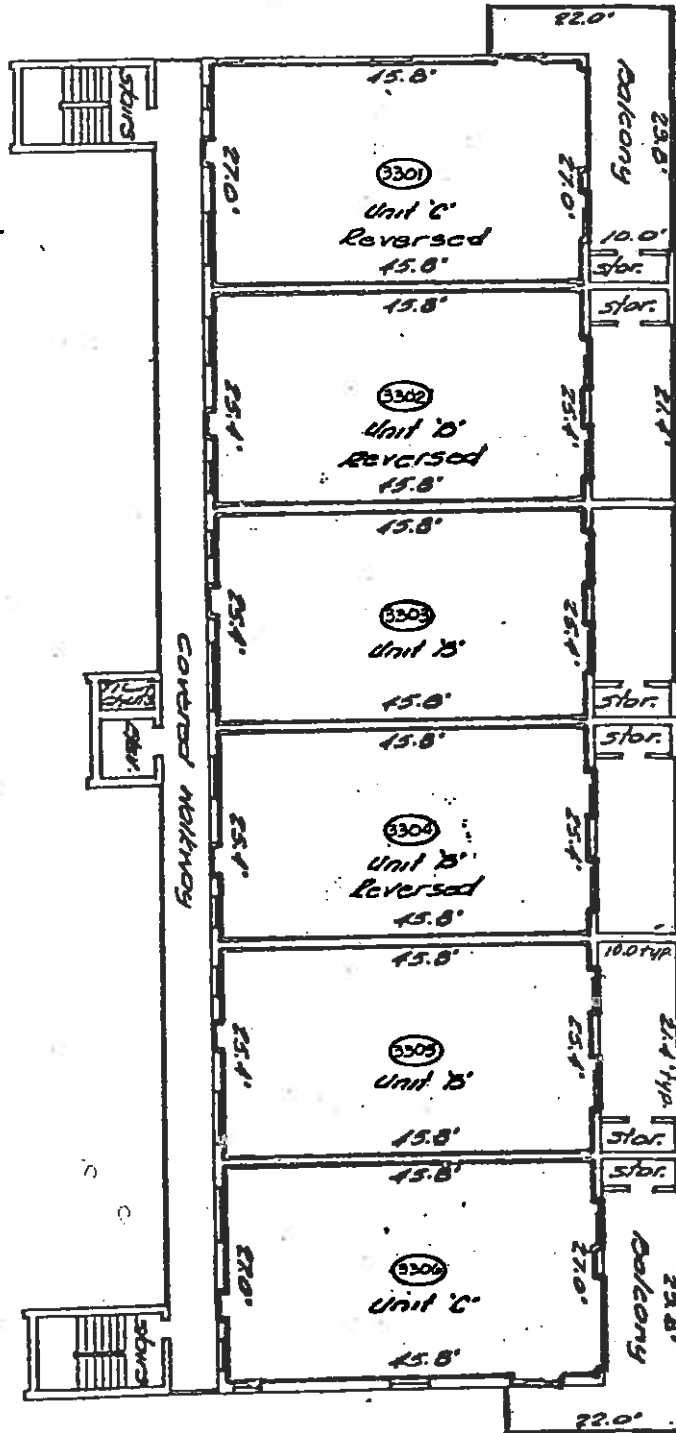


### SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 18.77 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 26.77 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (3201) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.



# CANAL RAL SANDS CONDOMINIUM

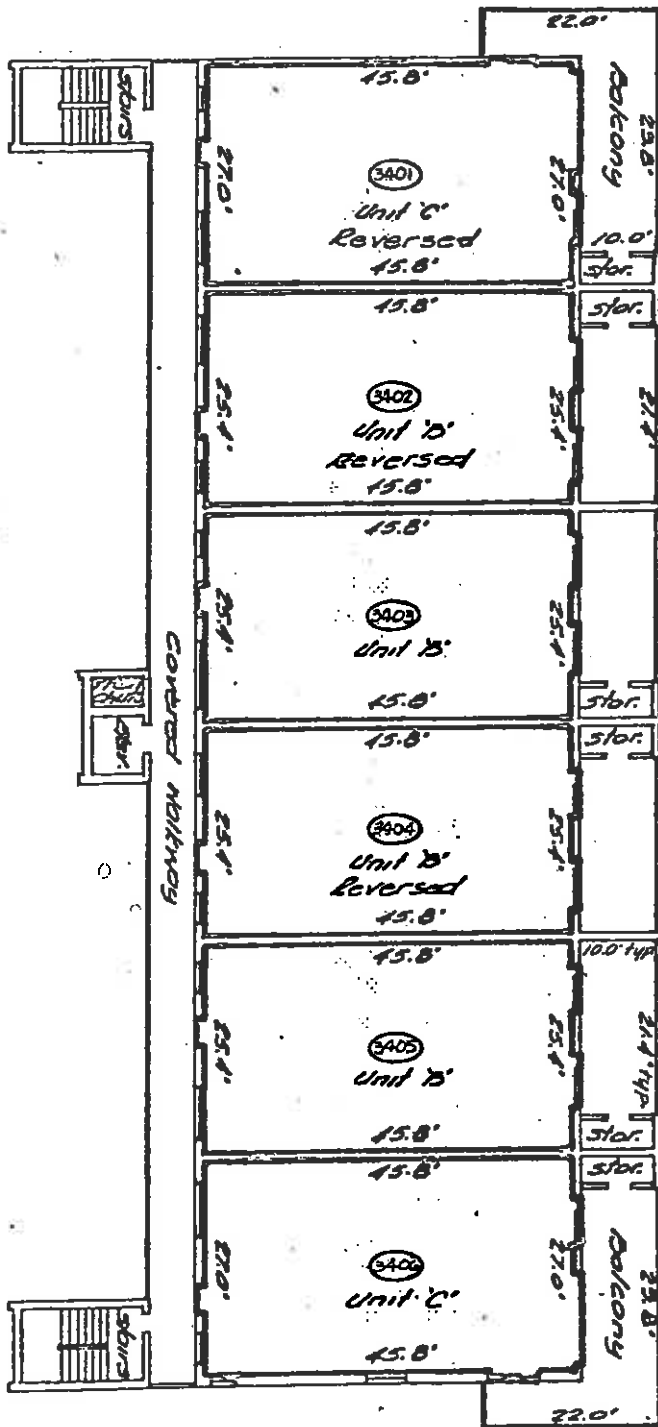


## Building 3 3rd floor

### SURVEYOR'S NOTES:

1. THE THIRD FLOOR FINISH FLOOR ELEVATION IS 27.44 FEET
2. THE THIRD FLOOR FINISH CEILING ELEVATION IS 35.44 FEET
3. THE ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (5301) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS CO. DOMINIUM

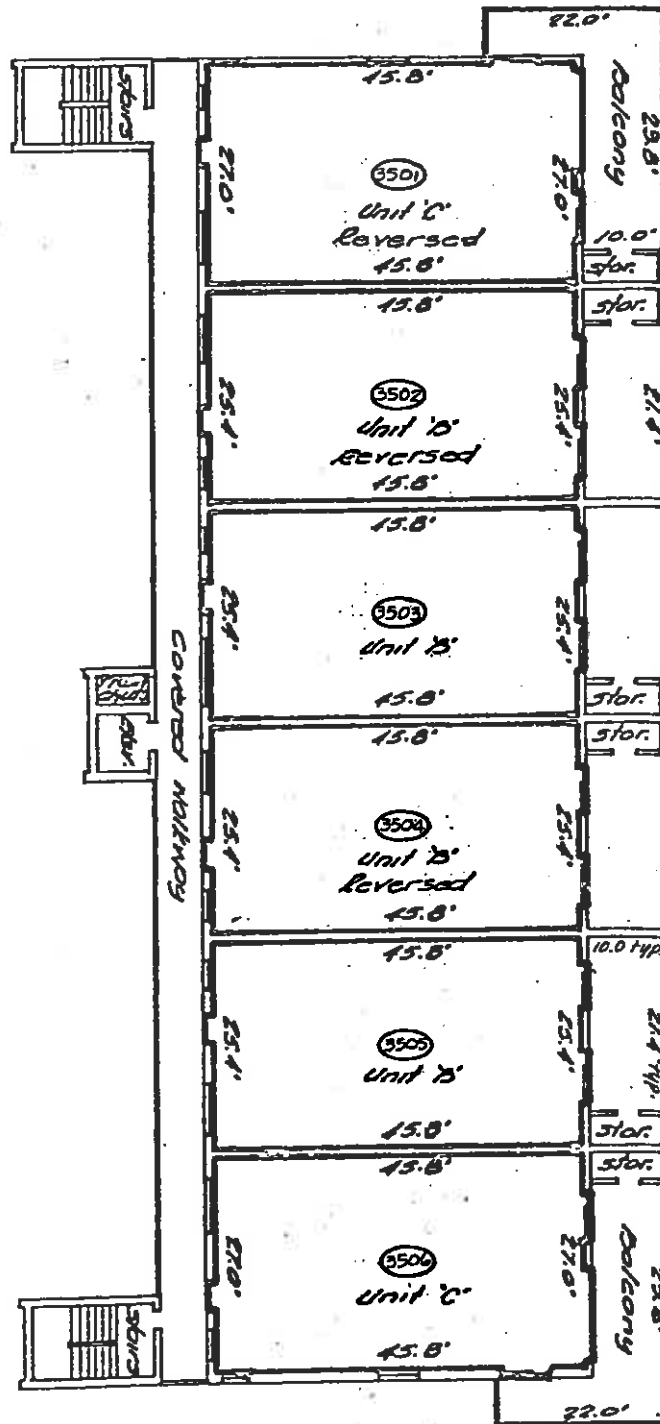


## Building 3 4th floor

### SURVEYOR'S NOTES:

1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 36.11 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 44.11 FEET.
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (3A01) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS CONDOMINIUM

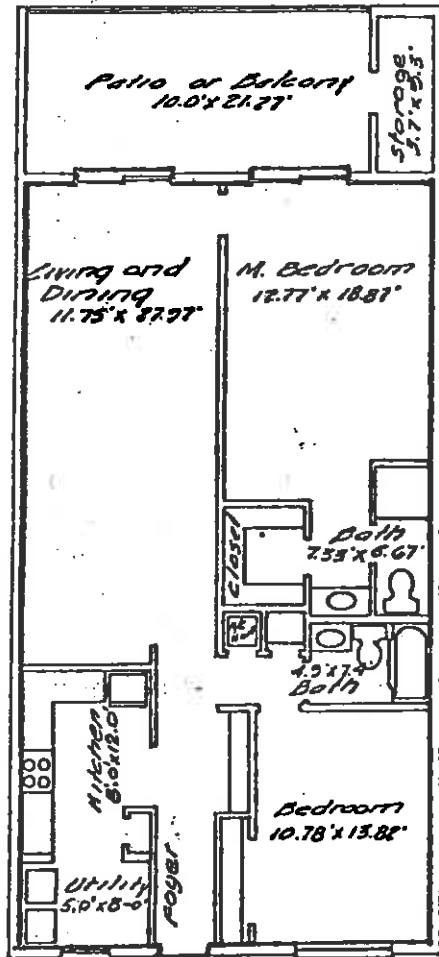


## Building 3 5th floor

### SURVEYOR'S NOTES:

1. THE FIFTH FLOOR FINISH FLOOR ELEVATION IS 44.78 FEET.
2. THE FIFTH - 5TH FLOOR FINISH CEILING ELEVATION IS 52.78 FEET
3. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (350) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVARAL SANDS CONDOMINIUM

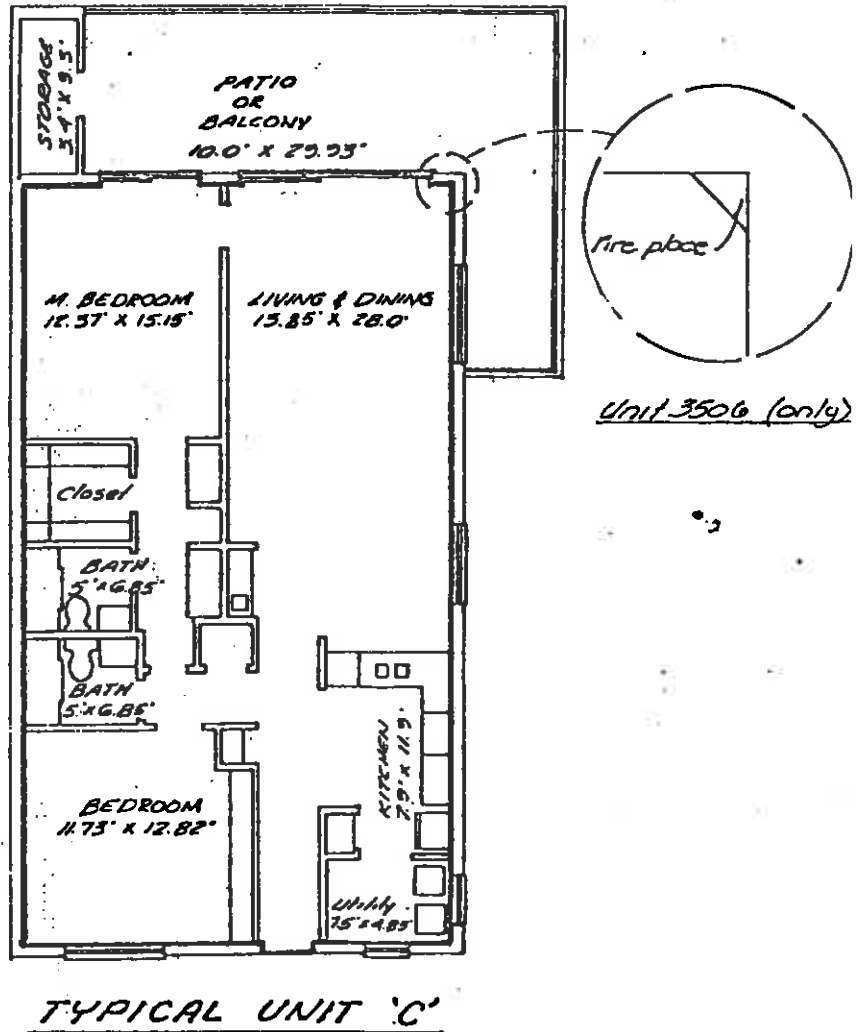


TYPICAL UNIT 'B'

**SURVEYOR'S NOTES:**

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEETS 4-8 FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNITS.

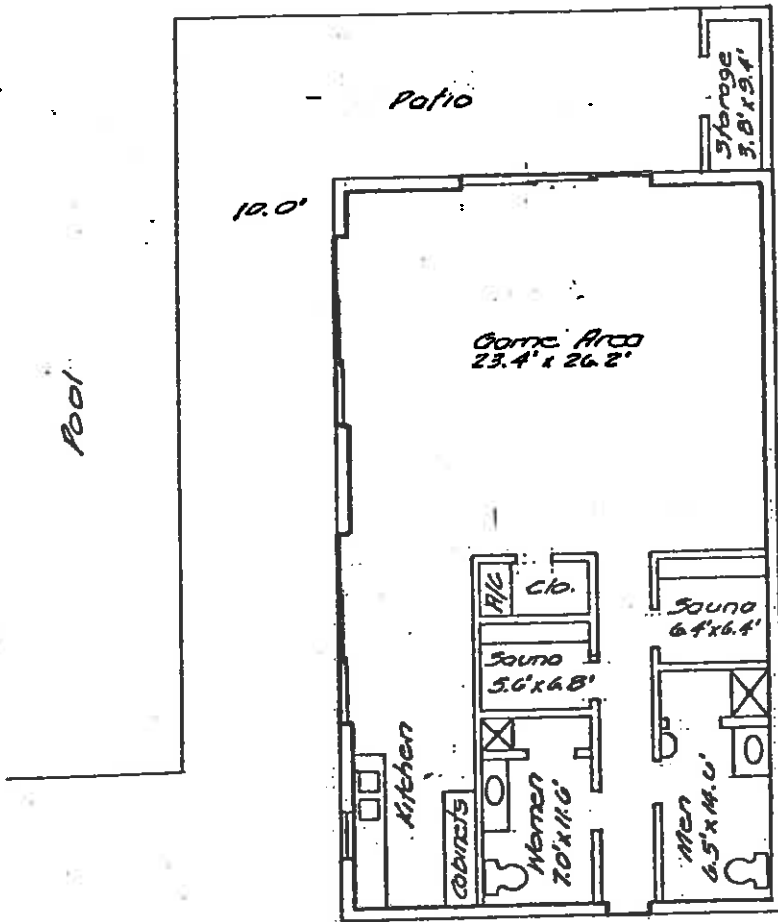
# CANAVERAL SANDS CONDOMINIUM



**SURVEYOR'S NOTES:**

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEETS 4-8 FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNIT.

# CANAVERAL SANDS CO. DOMINIUM



## RECREATION ROOM

### SURVEYOR'S NOTE:

1. THIS UNIT IS A COMMON ELEMENT OF THE CONDOMINIUM.

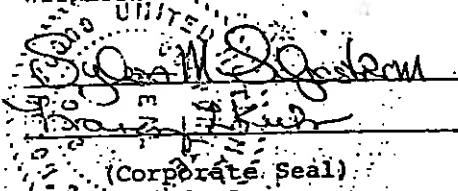
CONSENT AND JOINDER BY MORTGAGEE IN FOURTH AMENDMENT  
TO DECLARATION OF CONDOMINIUM ESTABLISHING  
CANAVERAL SANDS, A CONDOMINIUM, PHASE 3

KNOW ALL MEN by these presents that UNITED NATIONAL BANK, a corporation organized and existing under Federal Banking Laws of the United States of America, owner and holder of a certain mortgage dated the 16th day of March, 1981, and recorded in Official Records Book 2289, Pages 2356 through 2373, inclusive, Public Records of Brevard County, Florida, hereby joins in the aforesaid Fourth Amendment to Declaration of Condominium establishing CANAVERAL SANDS, A CONDOMINIUM, PHASE 3, for the purpose of consenting to and hereby does, as Mortgagee, consent to the submission of the lands encumbered by said mortgage to a condominium regime in accordance with the aforesaid Declaration of Condominium of CANAVERAL SANDS, A CONDOMINIUM, PHASE 3, as amended.

DATED this 22 day of September, 1981.

WITNESSES:

UNITED NATIONAL BANK

  
(Corporate Seal)

By \_\_\_\_\_

ATTEST: \_\_\_\_\_

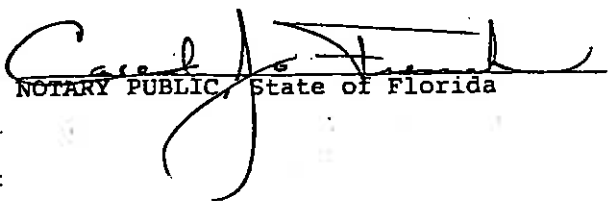
STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 22<sup>nd</sup> day of September, 1981, before me, personally appeared Emanuel E. Chamao and James R. Wilbur, EXECUTIVE VICE PRESIDENT and VICE PRESIDENT, respectively, of UNITED NATIONAL BANK, a corporation organized and existing under Federal Banking Laws of the United States of America, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County aforesaid the day and year first above written.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Nov. 21, 1984  
Bonded thru Jiffy Loan Insurance Inc.

  
NOTARY PUBLIC, State of Florida

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF CANAVERAL SANDS, A CONDOMINIUM

RECORDED  
CLERK CIRCUIT COURT  
BREVARD COUNTY FLA.

CANAVERAL SANDS DEVELOPMENT CORP., f/k/a Tuck Enterprises, Inc., a Florida corporation, pursuant to the authority reserved in Article XVI in the Declaration of Condominium establishing CANAVERAL SANDS, A CONDOMINIUM, recorded in Official Records Book 2257, Pages 2004 through 2067 inclusive; as amended in OR Book 2287, Page 902; OR Book 2296, Page 1076; OR Book 2326, Page 1095; and OR Book 2331, Page 1026, all of the Public Records of Brevard County, Florida, hereby amends the legal description as shown on the Fourth Amendment to Declaration of Condominium, which Amendment added Phase 3 to Canaveral Sands, A Condominium, as recorded in OR Book 2331, Page 1026, Public Records of Brevard County, Florida, by substituting the following legal description in place of the legal description shown on Page 1 of the Fourth Amendment to the Declaration of Condominium, as aforesaid:

A portion of Tract 9 of the Replat of Chandler Park according to the Plat thereof as recorded in Plat Book 21, Page 80 of the Public Records of Brevard County, Florida, being more particularly described as follows: Commence at the Southwest corner of said Tract 9; thence run S 89° 48' 05" E along the South line of said Tract 9 for 777.56 feet to a point on the mean high water line of the Atlantic Ocean, said point also being the point of beginning of the following described parcel of land; thence run N 89° 48' 05" W back along the previously described course for 580.01 feet to a point 197.55 feet East of the Southwest corner of said Tract 9; thence run N 14° 24' 29" E for 192.56 feet; thence run N 89° 48' 05" W for 211.25 feet to a point lying on the arc of a circular curve concave to the East whose center bears S 72° 06' 29" E from said point having a radius of 1150.0 feet; thence run northerly along the arc of said curve through a central angle of 6° 31' 08" for 130.84 feet; thence leaving said curve run S 75° 35' 31" E for 312.55 feet; thence run East parallel with the North line of said Tract 9 for 455.09 feet to a point on said mean high water line; thence meander Southwesterly along said mean high water line for 241.0 feet, more or less, to the point of beginning. Said parcel contains 3.616 acres, more or less,

858329

1984 FEB 16 PM 1:00

and further amends the Fourth Amendment to Declaration of Condominium by the attached Exhibit "F", Sheet 2 instead and in place of Exhibit "F", Sheet 2, which was recorded in OR Book 2331, Page 1034, Public Records of Brevard County, Florida.

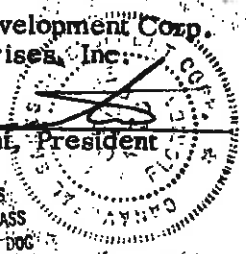
IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 13th day of February, 1984.

Signed, Sealed and delivered  
in the presence of:

Canaveral Sands Development Corp.  
f/k/a Tuck Enterprises, Inc.

Phoebe L. Hasselton  
Suzanne Howard

By L. R. Biscontini  
L. R. Biscontini, President



REC FEE \$13.00  
DOC ST. \$  
INT TAX \$  
SER' CHG \$ 1.00  
REFUND \$  
REC'D PAYMENT AS  
INDICATED FOR CLASS  
"CERTIFICATE & DOC"  
STAMP TAXES SIGNED

Clerk Circuit Court Brevard Co. Florida



STATE OF FLORIDA  
COUNTY OF BREVARD

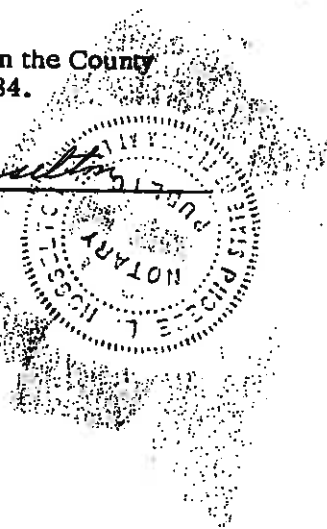
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared L. R. BISCONTINI, as President of CANAVERAL SANDS DEVELOPMENT CORP., a Florida corporation, to me known to be the person described in and who executed the foregoing Fifth Amendment to the Declaration of Condominium, and he acknowledged the execution thereof to be his free act and deed on behalf of the corporation for the purposes therein mentioned.

WITNESS my hand and official seal at Cocoa Beach in the County and State last above written this 13th day of February, 1984.

*Phoebe L. Hazzard*  
NOTARY PUBLIC

My Commission Expires:

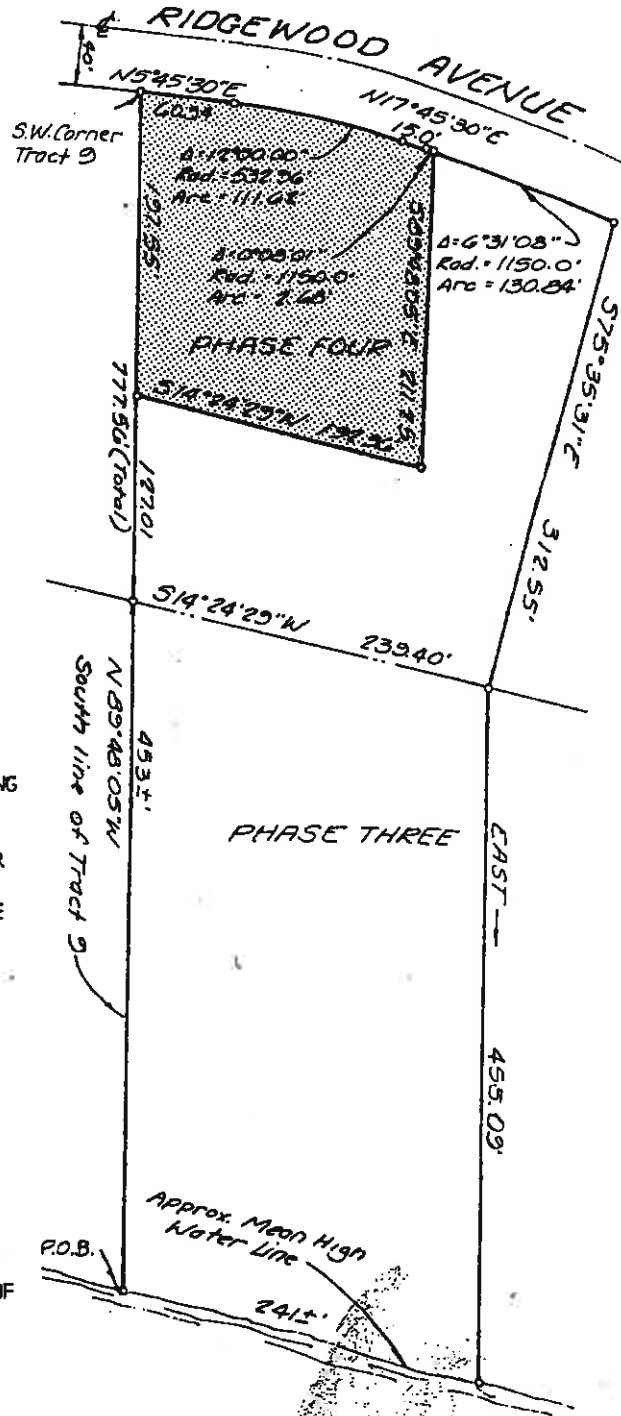
Notary Public, State of Florida  
My Commission Expires Sept. 27, 1984  
Bounded Thru They Fata - Insurance



# CANAVEL AL SANDS CO-DOMINIUM

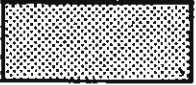
## SKETCH OF SURVEY

NORTH  
SCALE: 1"=100'



**LEGAL DESCRIPTION PHASE 3**  
 A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN S89°48'05" E ALONG THE SOUTH LINE OF SAID TRACT 9 FOR 777.56 FEET TO A POINT ON THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE RUN N89°48'05" W BACK ALONG THE PREVIOUSLY DESCRIBED COURSE FOR 580.01 FEET TO A POINT 197.55 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN N14°24'29" E FOR 192.56 FEET; THENCE RUN N89°48'05" W FOR 211.25 FEET TO A POINT LYING ON THE ARC OF A CIRCULAR CURVE CONCAVE TO THE EAST WHOSE CENTER BEARS S72°06'29" E FROM SAID POINT HAVING A RADIUS OF 1150.0 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°31'08" FOR 130.84 FEET; THENCE LEAVING SAID CURVE RUN S75°35'31" E FOR 312.55 FEET; THENCE RUN EAST PARALLEL WITH THE NORTH LINE OF SAID TRACT 9 FOR 455.09 FEET TO A POINT ON SAID MEAN HIGH WATER LINE; THENCE MEANDER SOUTHWESTERLY ALONG SAID MEAN HIGH WATER LINE FOR 241.0 FEET MORE OR LESS TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 3.616 ACRES MORE OR LESS.

OTHER REFS:  
21.000



INDICATES NOT A PART OF PHASE THREE.

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

JOHN K. CAMPBELL  
 PROFESSIONAL LAND SURVEYOR  
 NO. 2351 STATE OF FLORIDA

Corrected Bearing Feb. 9, 1984  
 ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 SEPTEMBER 25, 1981



SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF CANAVERAL SANDS, A CONDOMINIUM

CANAVERAL SANDS DEVELOPMENT CORP., a Florida corporation, pursuant to the authority reserved in Article XVI in the Declaration of Condominium establishing CANAVERAL SANDS, A CONDOMINIUM, recorded in Official Records Book 2257, Pages 2004 through 2067 inclusive, Public Records of Brevard County, Florida, as amended in OR Book 2287, Page 902; OR Book 2296, Page 1076; OR Book 2326, Page 1095; OR Book 2331, Page 1026; and OR Book 2488, Page 1924, all of the Public Records of Brevard County, Florida, hereby establishes CANAVERAL SANDS, A CONDOMINIUM, PHASE 4, and hereby further amends and expands said Declaration of Condominium above described and submits the following described real property:

A portion of Tract 9 of the replat of CHANDLER PARK, according to the Plat thereof as recorded in Plat Book 21, at Page 80 of the Public records of Brevard County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Tract 9; thence run N.5°45'30"E., along the East right of way line of Ridgewood Avenue for 60.94 feet to the point of curvature of a circular curve to the right having a central angle of 12°00'00" and a radius of 532.96; thence run northerly along the arc of said curve for 111.62 feet to the point of tangency of said curve; thence run N.17°45'30"E., for 15.0 feet to the point of curvature of a circular curve to the right having a central angle of 0°08'01" and a radius of 1150.0 feet; thence run northeasterly along the arc of said curve for 2.68 feet; thence leaving said curve run S.89°48'05"E., for 211.25 feet; thence run S.14°24'29"W., for 192.56 feet to a point on the South line of said Tract 9; thence run N.89°48'05"W., along said South line for 197.55 feet to the point of beginning, said parcel contains 0.89 acres more or less.

together with improvements thereon containing one (1) five story multi-family structure, approximately 47 feet in height and containing thirty (30) Model "A" units. Phase 4 will also include one (1) garage building containing a total of thirty (30) parking spaces, as well as other appurtenant improvements more specifically described in Exhibit "G" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as CANAVERAL SANDS, A CONDOMINIUM, PHASE 4.

CANAVERAL SANDS DEVELOPMENT CORP., a Florida corporation, further amends and expands said Declaration above described to include and merge the common and limited common elements and easements of the property covered by this amendment with the property in the original Declaration of Condominium described in Official Records Book 2257, Pages 2004 through 2067 inclusive, and as amended in OR Book 2287, Page 902; OR Book 2296, Page 1076; OR Book 2326, Page 1095 and OR Book 2331, Page 1026, all of the Public Records of Brevard County, Florida.

CANAVERAL SANDS DEVELOPMENT CORP., a Florida corporation, amends Article II, SURVEY AND DESCRIPTION OF IMPROVEMENTS, of the Declaration of Condominium as follows:

REC FEE	\$ 57.00	REC'D PAYMENT AS
DOC ST.	\$	INDICATED FOR CLASS
INT TAX	\$	"C" INTANGIBLE & DOC
SER'CHG	\$ 1.00	STAMP TAXES. SIGNED
REFUND	\$	

*[Signature]*  
Clerk Circuit Court Brevard Co. Florida

903713

1988 JUN 12 PM 1:11

Paragraph one is hereby amended as follows:

Attached hereto and made a part hereof and marked Exhibit "A" consisting of twelve (12) pages, Exhibit "B" consisting of six (6) pages, Exhibit "E" consisting of ten (10) pages, Exhibit "F" consisting of eleven (11) pages and Exhibit "G" consisting of nine (9) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements and their respective locations and dimensions.

Article II is further amended by inserting after Exhibit "F", the following:

Exhibit "G" covers Phase 4 of this Condominium project and includes the following on the sheets thereof as hereinafter designated:

SHEET 1	Surveyor's Certificate
SHEET 2	Sketch of Survey
SHEET 3	Graphic Plot Plan
SHEET 4	The individual first floor perimeter plan of Building Number 4
SHEET 5	The individual second floor perimeter plan of Building Number 4.
SHEET 6	The individual third floor perimeter plan of Building Number 4.
SHEET 7	The individual fourth floor perimeter plan of Building Number 4.
SHEET 8	The individual fifth floor perimeter plan of Building Number 4.
SHEET 9	Typical Model "A" Unit.

The following paragraph is amended as follows:

Exhibits "A", "B", "E", "F" and "G" were prepared in compliance with the provisions of the Florida Condominium Act by Allen Engineering, Inc., by John Campbell, Professional Land Surveyor, Florida Certificate No. 2351, and Exhibits "A", "B", "E", "F" and "G" have been certified in the manner required by the Florida Condominium Act (Florida Statutes 1978).

Article II is further amended by inserting after Building No. 3, the following:

BUILDING NO. 4

FIRST FLOOR SHEET NUMBER 4 OF EXHIBIT "G"

<u>Unit No.</u>	<u>Model</u>
4101	Reversed A
4102	A
4103	Reversed A
4104	A
4105	Reversed A
4106	A

SECOND FLOOR

SHEET NUMBER 5 OF EXHIBIT "G"

4201	Reversed A
4202	A
4203	Reversed A
4204	A
4205	Reversed A
4206	A

THIRD FLOOR

SHEET NUMBER 6 OF EXHIBIT "G"

4301	Reversed A
4302	A
4303	Reversed A
4304	A
4305	Reversed A
4306	A

FOURTH FLOOR

SHEET NUMBER 7 OF EXHIBIT "G"

4401	Reversed A
4402	A
4403	Reversed A
4404	A
4405	Reversed A
4406	A

FIFTH FLOOR

SHEET NUMBER 8 OF EXHIBIT "G"

4501	Reversed A
4502	A
4503	Reversed A
4504	A
4505	Reversed A
4506	A

Article III, DESCRIPTION OF ADDITIONAL PHASES is deleted in its entirety.

CANAVERAL SANDS DEVELOPMENT CORP., a Florida corporation, amends Article IV of the Declaration of Condominium by amending paragraph one as follows:

Each apartment unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment unit shall own, as an appurtenance to the ownership of each said apartment, an undivided share of all common elements of the condominium which includes, but is not limited to ground support area, parking areas, walks, yard area, foundations, etc., and substantial portion of the exterior walls, floors, ceilings and walls between units. The space within any of the units and common property is hereby declared to be appurtenant to each unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Any instrument whether a conveyance, mortgage or otherwise which describes only a portion of the space within any unit shall be deemed to describe the entire unit's undivided one-one hundred eighteenth (1/118) interest in all common elements of the condominium.

Paragraph 4 is deleted in its entirety.

Article V of the Declaration of Condominium is amended by deleting the first paragraph and adding the following:

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A", Sheets 4-8; Exhibit "E", Sheets 4-8; Exhibit "F", Sheets 4-8 and Exhibit "G", Sheets 4-8 attached hereto. The dark solid lines on the floor plans herein-above mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plans.

IN WITNESS WHEREOF, the above stated Developer has caused these presence to be signed and sealed this 25th day of May, 1984.

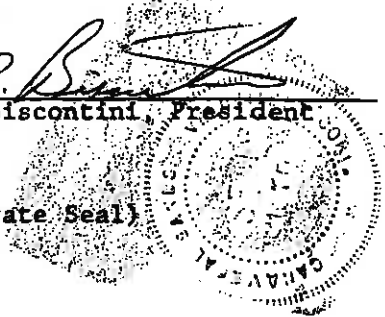
Signed, Sealed and Delivered in the Presence of:

CANAVERAL SANDS DEVELOPMENT, CORP.

*Mary A. Terhild*  
*Mary A. Terhild*

By: *L. R. Biscontini*  
L. R. Biscontini, President

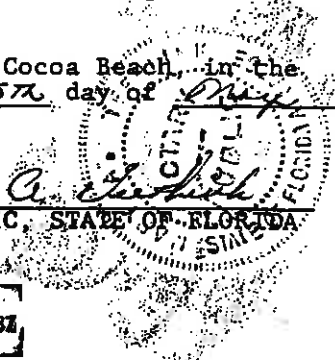
(Corporate Seal)



I HEREBY CERTIFY that on this day and year first above written, before me personally appeared L. R. BISCONTINI, President of CANAVERAL SANDS DEVELOPMENT, CORP., a corporation under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged the execution thereof to be his free act and deed as such officer, for the purposes therein mentioned; and that he affixed thereto the official seal of said corporation.

WITNESS my signature and official seal at Cocoa Beach, in the County of Brevard and State of Florida this 25th day of May, 1984.

*Mary A. Terhild*  
NOTARY PUBLIC, STATE OF FLORIDA



My Commission expires:

Notary Public, State of Florida  
My Commission Expires Jan. 27, 1987  
Bonded by State Guaranty Insurance Co.

SURVEYOR'S CERTIFICATE  
FOR  
CANAVERAL SANDS CONDOMINIUM, PHASE FOUR

STATE OF FLORIDA  
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING CANAVERAL SANDS CONDOMINIUM, PHASE FOUR IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 15TH DAY OF MAY 1984, A.D.

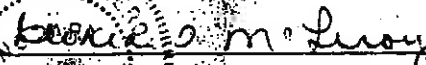
ALLEN ENGINEERING, INC.

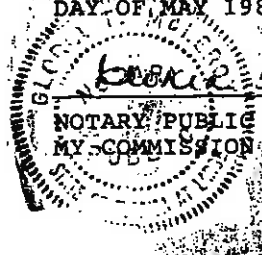
BY: 

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



SWORN TO AND SUBSCRIBED BEFORE ME  
AS TO JOHN R. CAMPBELL, THIS 15TH  
DAY OF MAY 1984, A.D.

  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: AUGUST 23, 1985

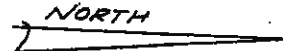






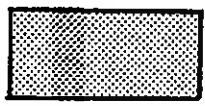
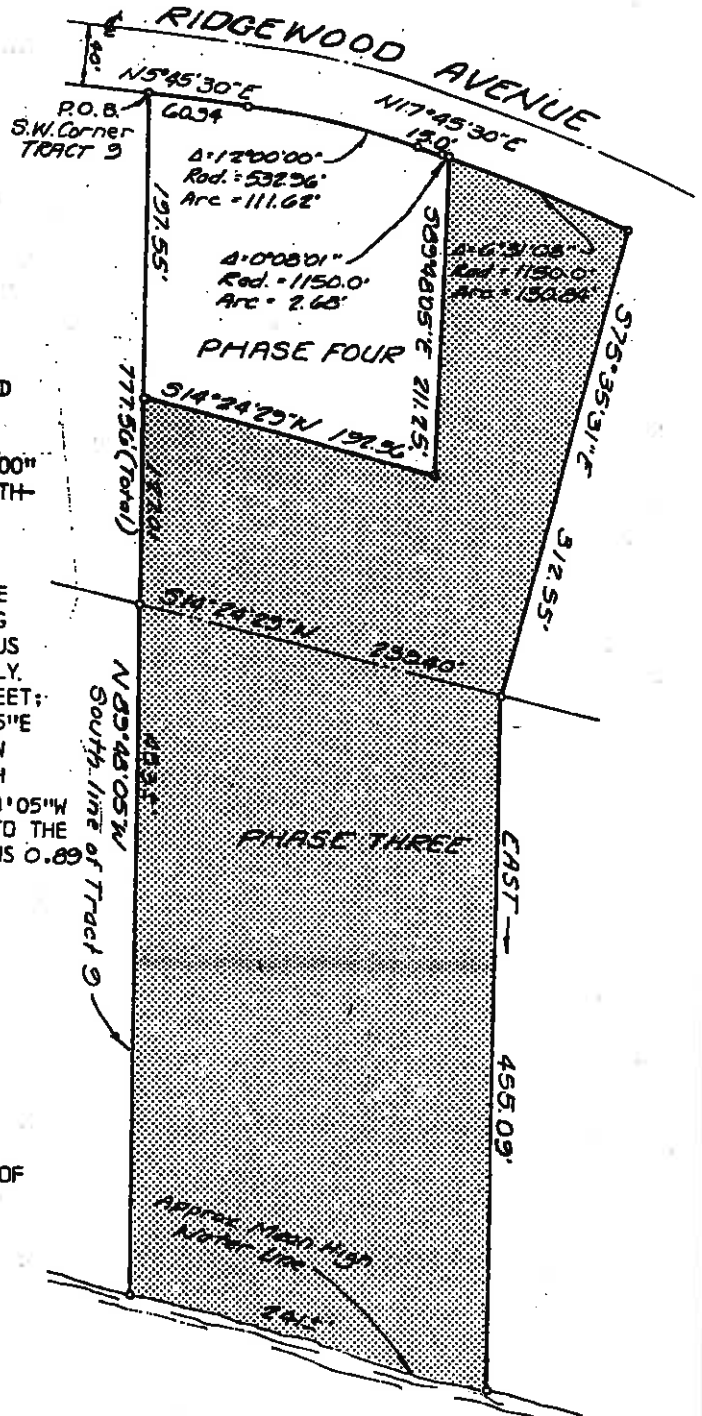
# CANAVERAL SANDS CONDOMINIUM PHASE FOUR

## SKETCH OF SURVEY



SCALE: 1"=100'

**LEGAL DESCRIPTION PHASE 4**  
 A PORTION OF TRACT 9 OF THE REPLAT OF CHANDLER PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21 AT PAGE 80 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 9; THENCE RUN N5°45'30"E ALONG THE EAST RIGHT OF WAY LINE OF RIDGEWOOD AVENUE FOR 60.94 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 12°00'00" AND A RADIUS OF 532.96; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE FOR 111.62 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN N67°45'30"E FOR 15.0 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 0°08'01" AND A RADIUS OF 1150.0 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 2.68 FEET; THENCE LEAVING SAID CURVE RUN S89°48'05"E FOR 211.25 FEET; THENCE RUN S14°24'29"W FOR 192.56 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 9; THENCE RUN N89°48'05"W ALONG SAID SOUTH LINE FOR 197.55 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.89 ACRES MORE OR LESS.



INDICATES NOT A PART OF PHASE FOUR.

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

*John R. Campbell*

JOHN R. CAMPBELL  
 PROFESSIONAL LAND SURVEYOR  
 NO. 351, STATE OF FLORIDA

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA

OFF. REC:  
 2517

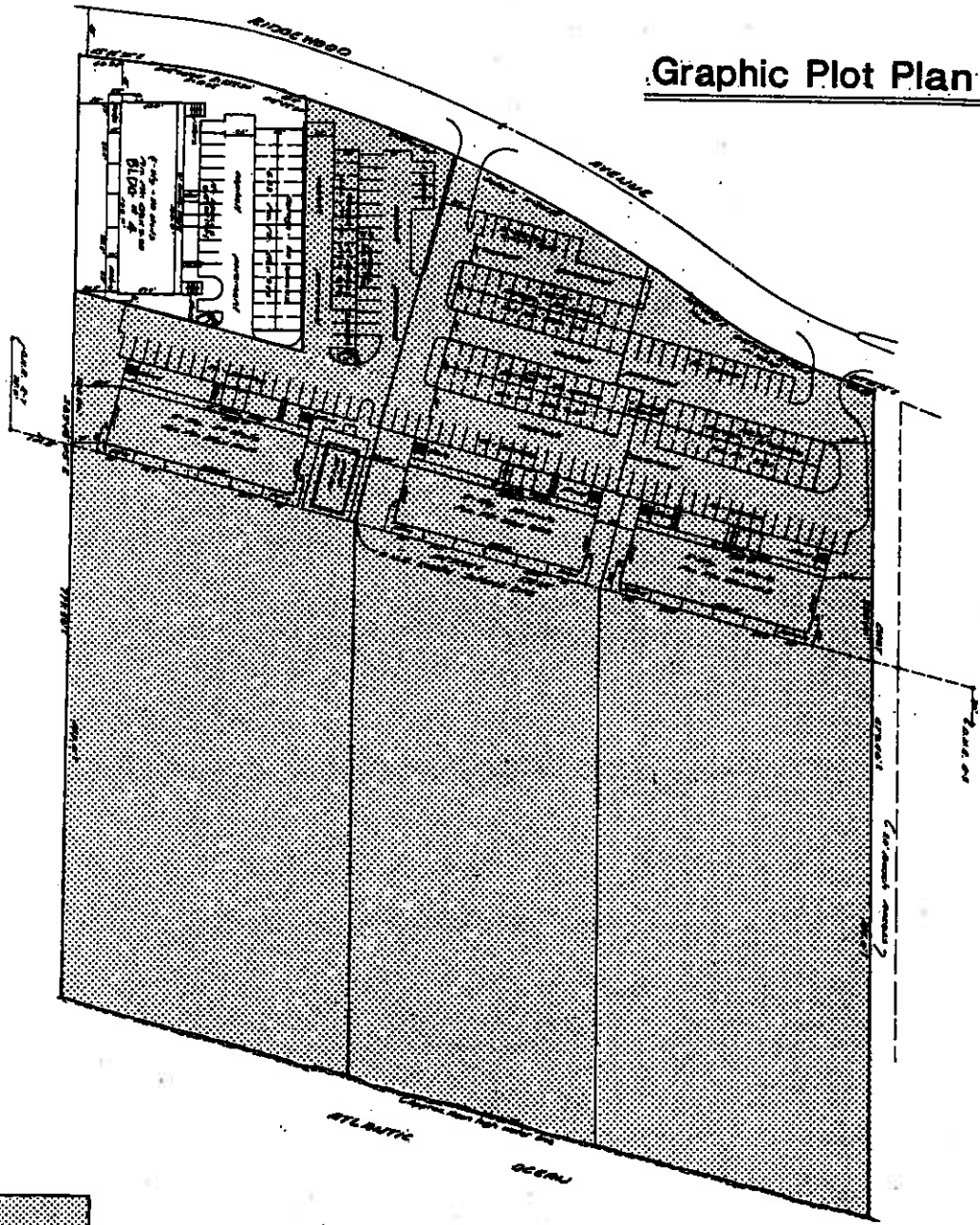
# CANAL RAL SANDS CONDOMINIUM

## PHASE FOUR

### SURVEYOR'S NOTES:

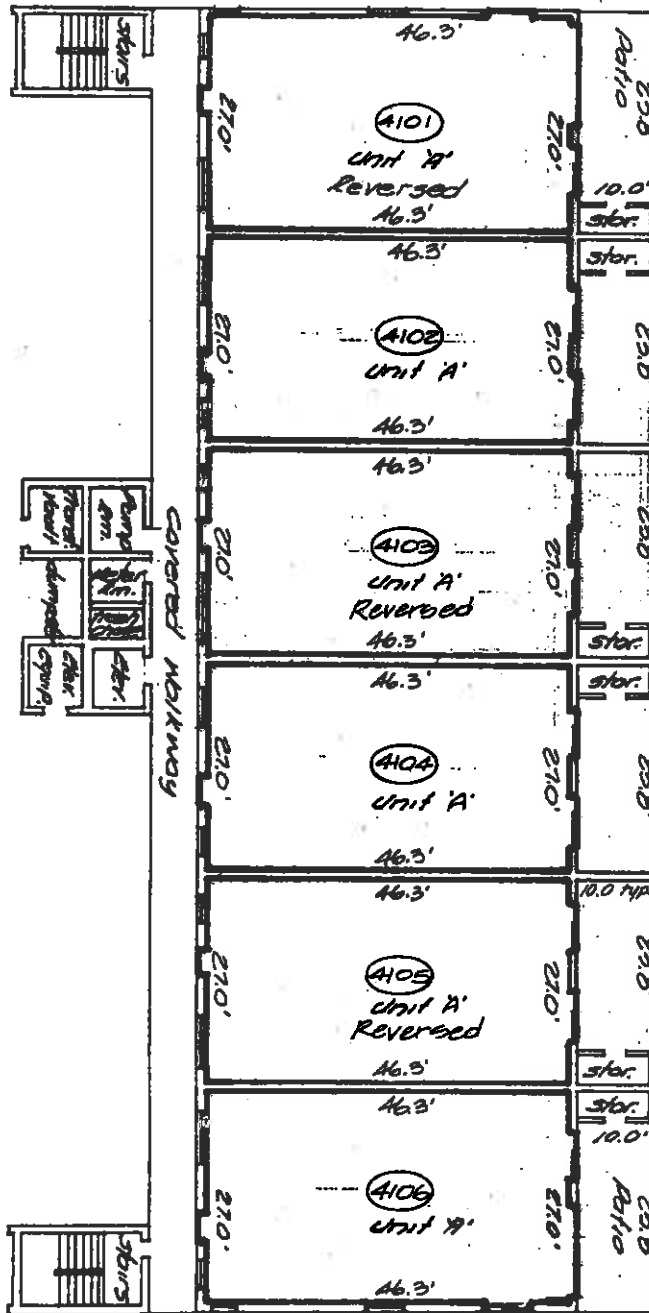
1. ALL IMPROVEMENTS SHOWN ARE PROPOSED.
2. THE PLOT PLAN SHOWN IS REPRESENTATIONAL OF THE IMPROVEMENTS PLANNED.
3. ALL AREAS AND IMPROVEMENTS SHOWN EXCEPT THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE GARAGE SPACES SHOWN ARE COMMON ELEMENTS THAT ARE LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.

Graphic Plot Plan



5.  INDICATES NOT A PART OF PHASE FOUR

# CANAVERAL SANDS CONDOMINIUM PHASE FOUR



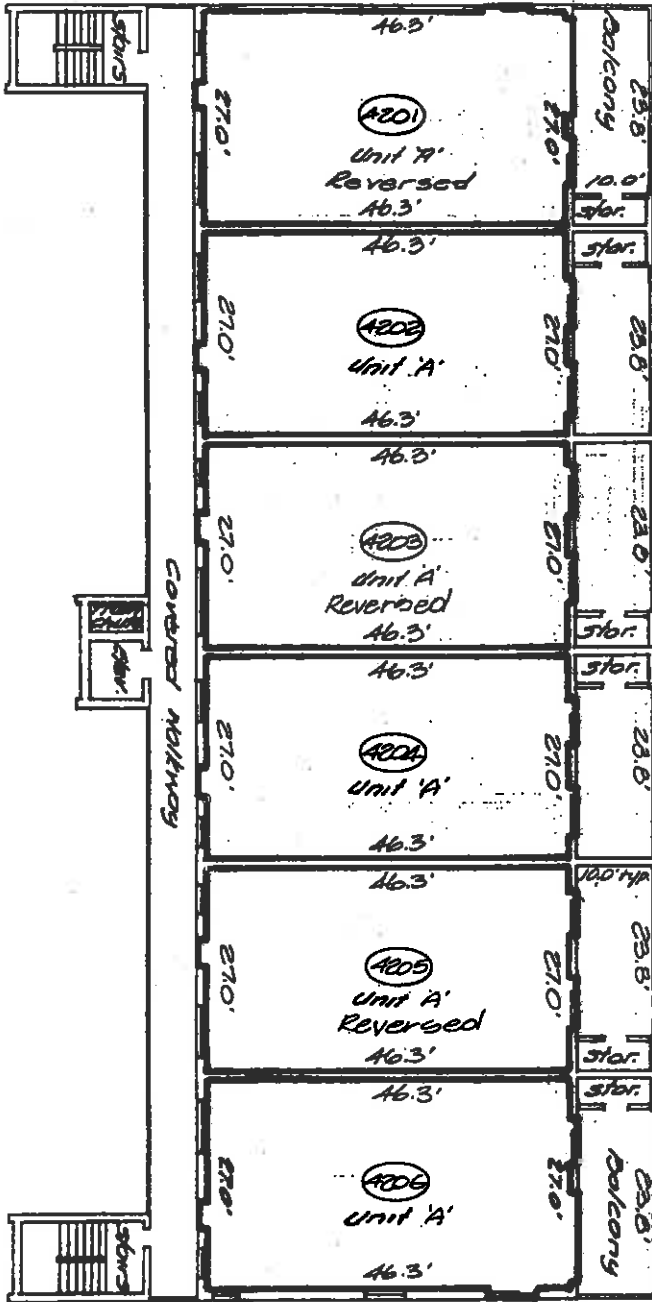
## Building 4 1st floor

### SURVEYOR'S NOTES:

1. THE PROPOSED 1<sup>ST</sup> FLOOR FINISHED FLOOR ELEVATION IS 2.20
2. THE PROPOSED 1<sup>ST</sup> FLOOR FINISHED CEILING ELEVATION IS 17.90
3. THE PROPOSED ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (1) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS CONDOMINIUM

## PHASE FOUR

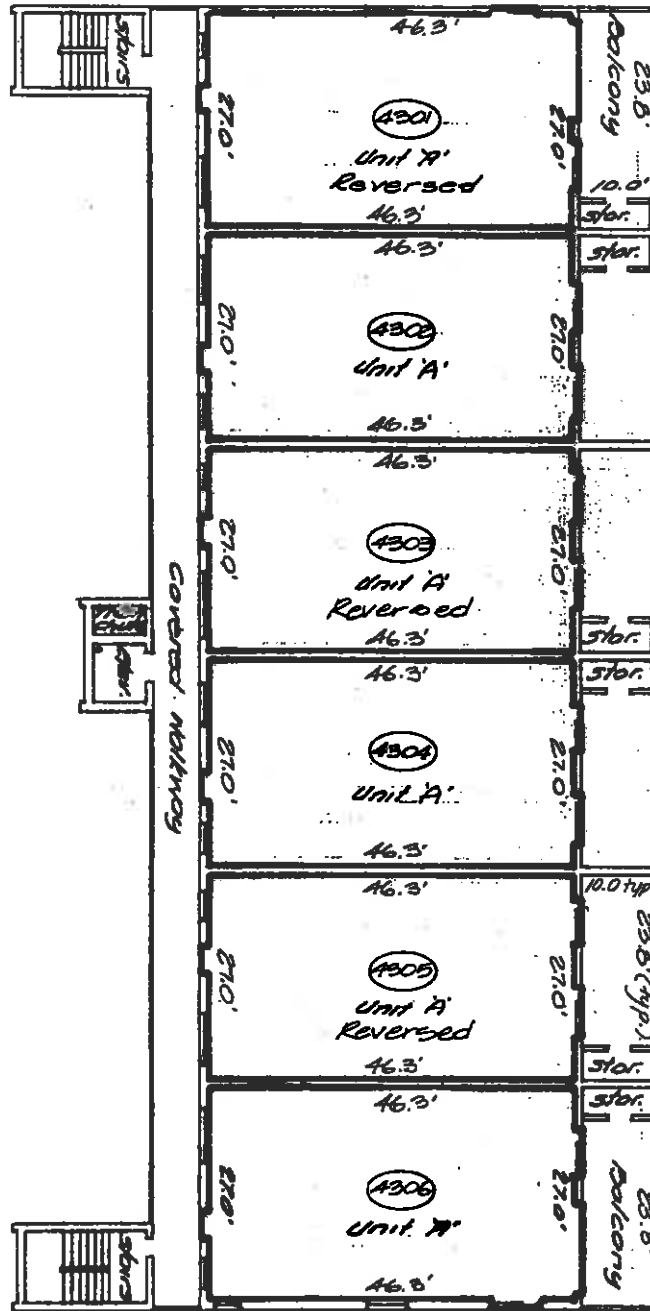


### Building 4 2nd floor

#### SURVEYOR'S NOTES:

1. THE PROPOSED 2nd FLOOR FINISHED FLOOR ELEVATION IS 18.57
2. THE PROPOSED 2nd FLOOR FINISHED CEILING ELEVATION IS 26.57
3. THE PROPOSED ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (7) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS CONDOMINIUM PHASE FOUR



## Building 4 3rd floor

**SURVEYOR'S NOTES:**

1. THE PROPOSED 3<sup>RD</sup> FLOOR FINISHED FLOOR ELEVATION IS 87.24'
2. THE PROPOSED 3<sup>RD</sup> FLOOR FINISHED CEILING ELEVATION IS 85.24'
3. THE PROPOSED ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (13) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

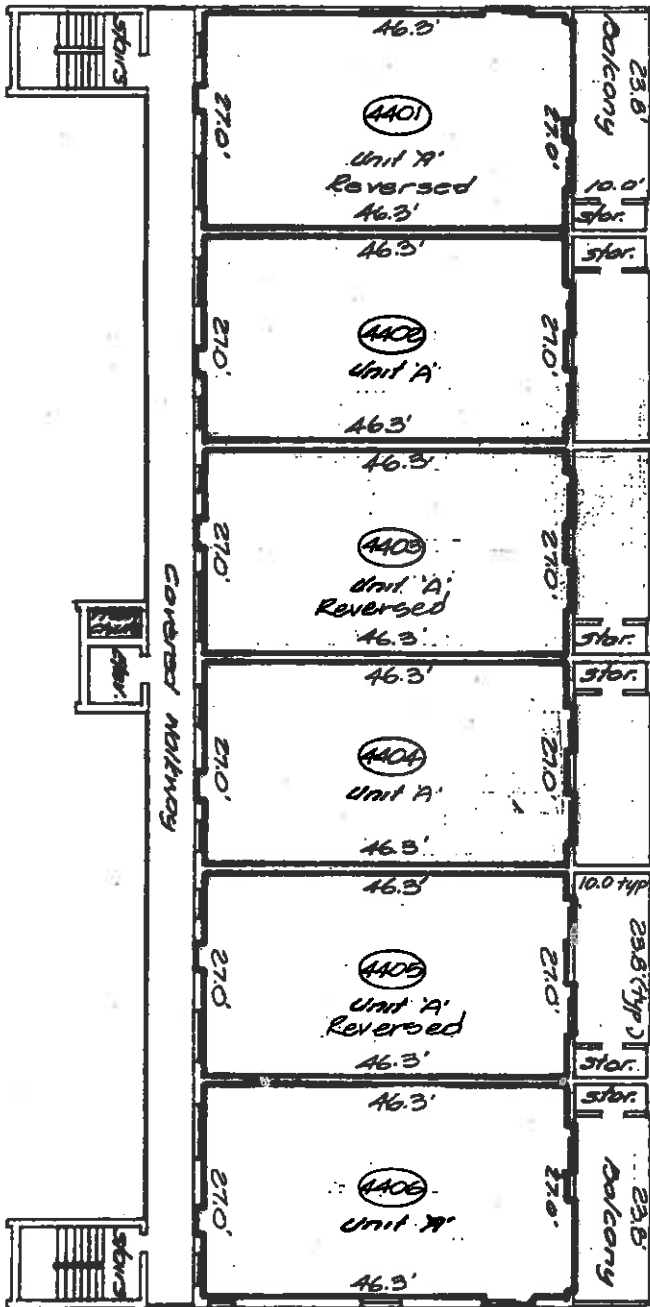
# CANAVERAL SANDS CONDOMINIUM

## PHASE FOUR

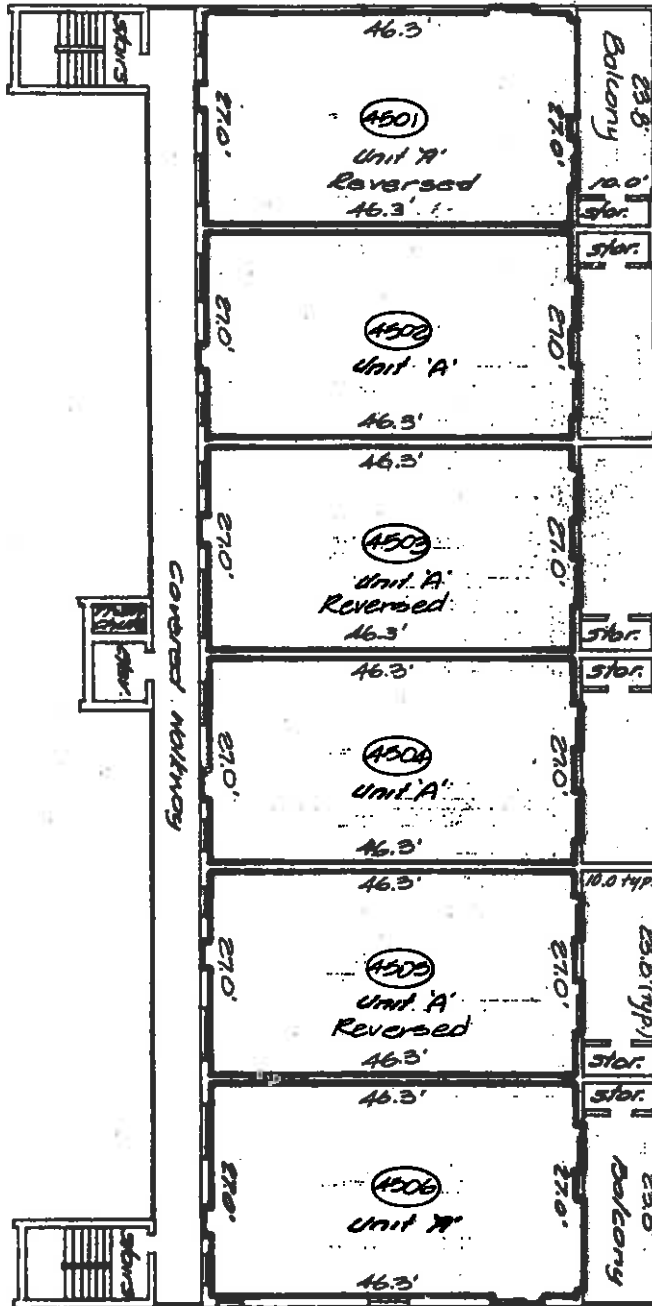
### Building 4 4th floor

**SURVEYOR'S NOTES:**

1. THE PROPOSED 4<sup>TH</sup> FLOOR FINISHED FLOOR ELEVATION IS 35.91'
2. THE PROPOSED 4<sup>TH</sup> FLOOR FINISHED CEILING ELEVATION IS 43.91'
3. THE PROPOSED ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (19) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.



# CANAVERAL SANDS CONDOMINIUM PHASE FOUR



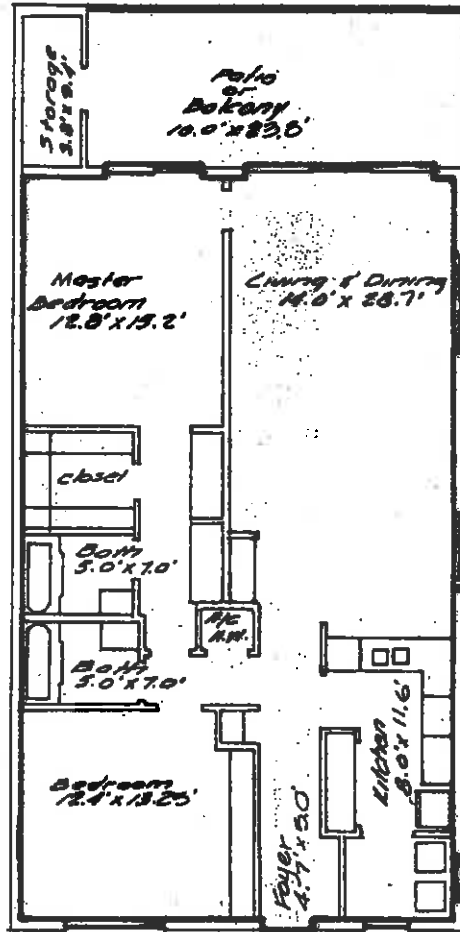
## Building 4 5th floor

**SURVEYOR'S NOTES:**

1. THE PROPOSED 5<sup>th</sup> FLOOR FINISHED FLOOR ELEVATION IS 44.58
2. THE PROPOSED 5<sup>th</sup> FLOOR FINISHED CEILING ELEVATION IS 52.58
3. THE PROPOSED ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
4. ——— INDICATES THE LIMITS OF THE UNITS.
5. (25) INDICATES THE UNIT NUMBER DESIGNATION.
6. THE LIMITED COMMON ELEMENTS ARE THOSE ELEMENTS RESERVED FOR THE USE OF A CERTAIN CONDOMINIUM UNIT OR UNITS AS SET FORTH IN THE DECLARATION OF THE CONDOMINIUM.
7. ALL AREAS WITHIN THE BUILDING EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. THE PATIOS OR BALCONIES AND STORAGE AREAS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.

# CANAVERAL SANDS CONDOMINIUM

## PHASE FOUR



TYPICAL UNIT A

### SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR MIRROR IMAGES OF THE UNIT SHOWN.
2. ALL AREAS NOT INCLUDED IN THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE SHEET FOR LOCATION WITHIN THE BUILDING.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
5. ——— INDICATES THE LIMITS OF THE UNITS.
6. UNITS 7, 9, 13, 14, 16 AND 23 HAVE A SHOWER INSTALLED INSTEAD OF A BATHTUB.
7. UNITS 7 AND 9 HAVE NO DOORWAY FROM THE MASTER BEDROOM TO THE LIVING ROOM