

INDEX  
TO BYLAWS  
OF  
LAS BRISAS CONDOMINIUM ASSOCIATION, INC.

	<u>PAGE</u>
1. IDENTITY	1
2. MEMBERSHIP, VOTING, QUORUM, PROXIES	2
3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP	2
4. BOARD OF ADMINISTRATION AND OFFICERS	3
5. OFFICERS	6
6. FISCAL MANAGEMENT	6
7. PARLIAMENTARY RULES	8
8. AMENDMENTS TO BYLAWS	8

EXHIBIT "D"

BYLAWS

OF

LAS BRISAS CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of the LAS BRISAS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_. The LAS BRISAS CONDOMINIUM ASSOCIATION, INC., hereinafter called the Association, has been organized for the purpose of administering the operation and management of LAS BRISAS, A CONDOMINIUM, a condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

SEE SHEETS 1 through 5 OF EXHIBIT "B" ATTACHED HERETO.

a. The provisions of these Bylaws are applicable to said Condominium, and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium which will be recorded in the public records of Brevard County, Florida, at the time said property and improvements now or hereafter situate thereon are submitted to the plan of Condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

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

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

d. Anything in these Bylaws to the contrary notwithstanding the said Bylaws shall not become applicable or effective, insofar as the management of the condominium project is concerned, until actual management of the condominium project is delivered and turned over to this non-profit corporation (under the terms and conditions as set out in Section VII of the Declaration) the management of said condominium project being vested in the Developer until said turnover.

e. The fiscal year of the Association shall be the calendar year.

f. The seal of the Association shall bear the name of the Association, the word "Florida", the words "a corporation not for profit", and the year "1979", an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

b. A quorum of membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

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

d. Votes may be cast in person or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article IV of the Articles of Incorporation. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

e. Approval or disapproval of an apartment unit owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if at an Association meeting.

f. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these Bylaws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the apartment units represented at any duly called membership meeting at which a quorum is present shall be binding upon the members.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual membership meeting shall be held at the office of the Association at 7:00, P.M., Eastern Standard Time, on the first Tuesday in February of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

b. Special membership meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Administration, and must be called by officers upon receipt of a written request from members of the Association owning a majority of the apartment units. The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the votes present, either in person or by proxy.

c. Notice of all membership meetings, regular or special, shall be given by the President, Vice President or Secretary/Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less

ATTN:  
Bob Case

than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of this condominium.

d. At membership meetings, the President, or in his absence, the Vice President, shall preside, or in the absence of both, the membership shall elect a chairman.

e. The order of business at annual membership meetings, and, as far as practical, at any other membership meetings, shall be:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes.
4. Reports of officers.
5. Reports of committees.
6. Appointment of Chairman of Inspectors of Election.
7. Election of Directors.
8. Unfinished business.
9. New business.
10. Adjournment.

f. Meetings of the Association shall be held at the principal office of the project or such other suitable place convenient to the owners as may be designated by the Board of Administration.

g. Minutes of all meetings of unit owners and Board of Administration shall be kept in a business-like manner and shall be available for inspection by unit owners and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven (7) years.

#### 4. BOARD OF ADMINISTRATION AND OFFICERS

a. The Board of Administration shall consist of three (3) directors. Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one (1) year or until his successor is duly elected. Any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the

meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business any unit in a condominium operated by the Association.

b. Election of Directors shall be conducted in the following manner:

(1) Each member of the Board of Administration shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.

(2) Vacancies in the Board of Administration may be filled until the date of the next annual meeting by the majority vote of the remaining Directors.

c. The organizational meeting of a newly elected Board of Administration shall be held within ten (10) days of their election, at such time and such place as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

d. The officers of the Association shall be elected annually by the Board of Administration, any officer may be removed, either with or without consent, and his successor elected at any regular meeting of the Board of Administration, or any special meeting of the Board called for such purpose.

e. Regular meetings of the Board of Administration may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram at least ten (10) days prior to the day named for such meeting, unless notice is waived. These meetings shall be open to all unit owners and notice of the meeting shall be posted conspicuously forty-eight (48) hours in advance, except in an emergency.

f. Special meetings of the Directors may be called by the President, and must be called by the Secretary/Treasurer at the written request of three (3) Directors. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

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

h. A quorum of a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the act of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the

meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

i. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Vice President shall preside.

j. The Directors' fees, if any, shall be determined by the members.

k. All of the powers and duties of the Association shall be exercised by the Board of Administration, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(1) To make, levy and collect assessments against members and members' apartment units to defray the costs of the condominium, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association. Said assessments shall be made against unit owners not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all unpaid operating expenses previously incurred.

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

(3) The reconstruction of improvements after casualty, and further improvement of the property, real and personal;

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

(5) To approve or disapprove proposed purchasers of apartment units in the manner specified in the Declaration of Condominium;

(6) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including apartment units in the condominium, as may be necessary or convenient in the operation and management of the condominium, and in accomplishing the purposes set forth in the Declaration of Condominium;

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

(8) To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium, and any regulations hereinafter promulgated governing use of the property in the condominium;

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

(10) To carry insurance for the protection of the members and the Association against casualty and liability;

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

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

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

## 5. OFFICERS

a. The principal officers of the Association shall be a President, a Vice President, and a Secretary/Treasurer, and as many additional Vice Presidents and Assistant Secretaries and Treasurers as the Board of Administration may deem necessary.

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

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

d. The Secretary/Treasurer shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, its administration and salaries. He shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

e. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Administration from employing a Director as an employee of the Association, nor preclude the contracting with a Director for the management of the condominium.

## 6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

a. The Association shall maintain accounting records for each condominium it manages in the County where the condominium is located, according to good accounting practices. The records shall be open for inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually

to unit owners or their authorized representatives. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

(2) An account for each unit designating the name and current address of the unit owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

b. The Board of Administration shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. The Board of Administration shall also establish the proposed assessment against each member as more fully provided in the Declaration of Condominium. Delivery of a copy of any budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget originally adopted if it shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

c. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as are authorized by the Directors.

d. An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the report shall be furnished to each member not later than May 1 of the year following the year for which the report is made.

e. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

f. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and adopt a budget by a vote of not less than a two-thirds (2/3) majority of all unit owners. If the proposed budget does not require assessments against the unit owners exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the Board of Administration may propose the budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a



majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

#### 7. PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with the Statutes of the State of Florida.

#### 8. AMENDMENTS TO BYLAWS

Amendments to these Bylaws shall be proposed and adopted in the following manner:

a. Amendments to these Bylaws may be proposed by the Board of Administration of the Association acting upon vote of a majority of the Directors, or by members of the Association, whether meeting as members or by instrument in writing signed by them.

b. Upon any amendment or amendments to these Bylaws being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a special joint meeting of the members of the Board of Administration of the Association and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

c. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of seventy-five percent (75%) of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than seventy-five (75%) percent of the apartment units in the condominium. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw . . . for present text". Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary/Treasurer of the Association, and a copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

d. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

The undersigned, being the Secretary/Treasurer of the LAS BRISA'S CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of said Association at a meeting held for such purpose on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_.

---

SECRETARY/TREASURER

PROJECTED OPERATING BUDGET - PHASE ONE

<u>ITEM</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Administrative Expenses:	20.00	240.00
Manager		
Secretary		
Bookkeeper		
Payroll Taxes		
Management Fees		
Manager's Apartment		
Manager's Apartment Electricity		
Manager's Apartment Telephone		
Maintenance:	100.00	1,200.00
Maintenance Engineer		
Porters		
Payroll Taxes		
Elevator Maintenance		
Exterminating		
Air Conditioning Service		
Trash Removal		
Laundry and Uniforms		
Pool Service		
Grounds and Lawn Service	90.00	1,080.00
Cleaning Service		
Building Supplies and Repairs	40.00	480.00
Other Supplies and Materials		
Rent		
Taxes Upon Association Property		
Taxes Upon Leased Property		
Insurance	80.00	960.00
Security Provisions:		
Internal Security Payroll		
Payroll Taxes		
Telephone Security Intercom System		

PROJECTED OPERATING BUDGET (Continued)

<u>ITEM</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
Other Expenses:		
Social Director		
Drivers		
Payroll Taxes		
Electric	40.00	480.00
Fuel		
Telephone		
Water		
Sewer		
Professional Fees		
Office Supplies and Postage		
Transportation Servicing Expenses		
(Gas, oil and maintenance)		
TV cable		
Operating Capital		
Reserve for Deferred Maintenance		
Reserve for Depreciation		
Fees Payable to the Division		
Other Reserves	30.00	360.00
TOTALS	400.00	4,800.00
PROJECTED OPERATING BUDGET	50.00	600.00
PER UNIT		

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM (OR COOPERATIVE) DURING THE PERIOD OF OPERATION OR WHICH THIS BUDGET HAS BEEN RENDERED.

SURVEYOR'S CERTIFICATE

FOR

LAS BRISAS

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 LAS BRISAS, A CONDOMINIUM IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS, AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

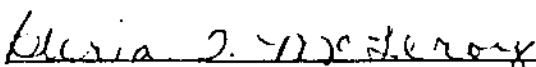
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 12TH DAY OF SEPTEMBER, 1979, A.D.

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 12TH DAY OF SEPTEMBER, 1979.



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

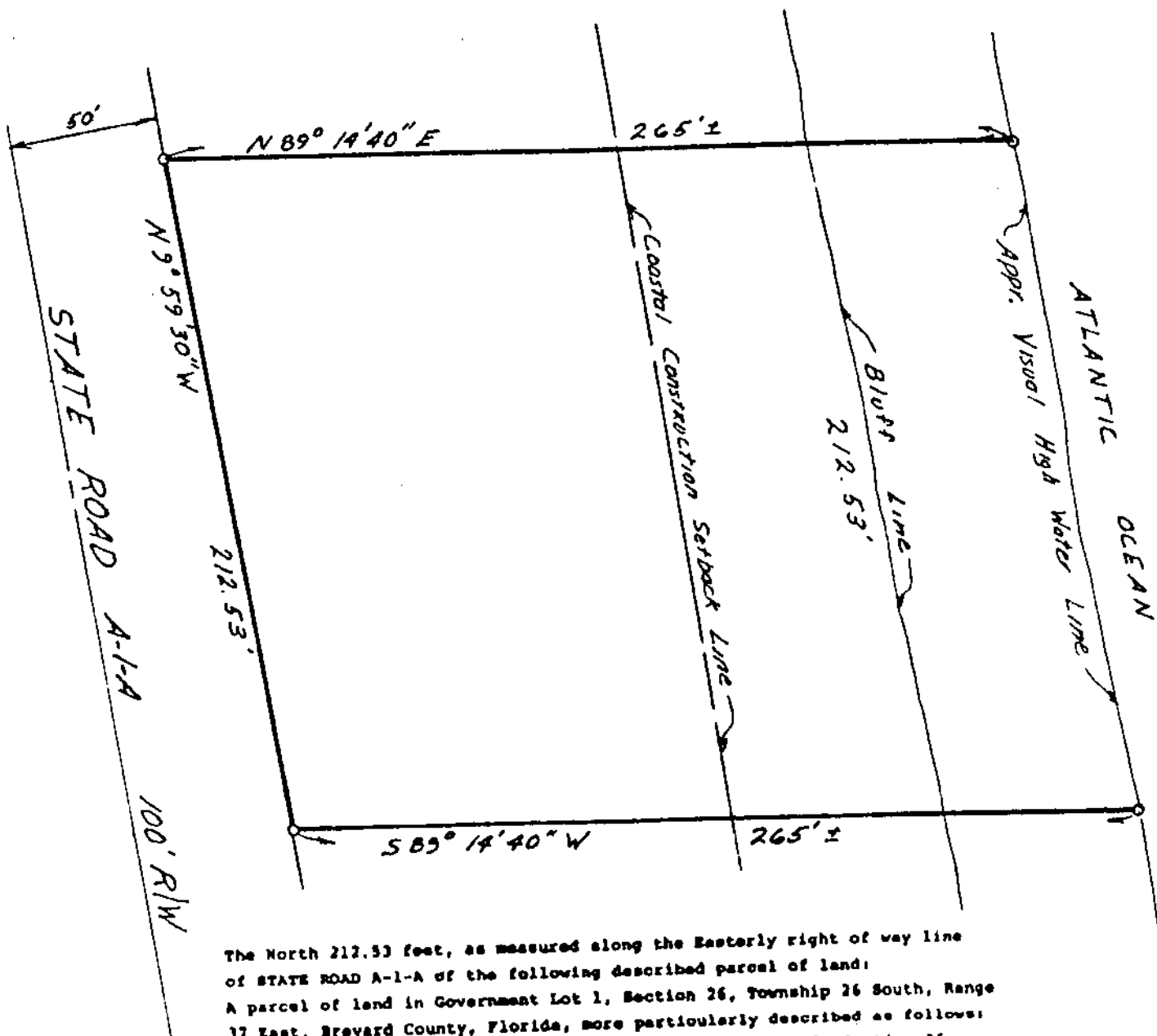
Exhibit "A"

Sheet 1 of 9

# LAS BRISAS, A CONDOMINIUM

## PHASE ONE

### SKETCH OF SURVEY



The North 212.53 feet, as measured along the Easterly right of way line of STATE ROAD A-1-A of the following described parcel of land:  
 A parcel of land in Government Lot 1, Section 26, Township 26 South, Range 37 East, Brevard County, Florida, more particularly described as follows:  
 Commence at the Northwest corner of said Government Lot 1, Section 26, Township 26 South, Range 37 East, Brevard County, Florida; thence S 0° 53' 30" E along the West line of said Government Lot 1 for a distance of 296.88 feet; thence N 89° 14' 40" E parallel to the North line of said Government Lot 1 for a distance of 728.26 feet to the intersection thereof with the Easterly right of way of STATE ROAD A-1-A, a 100 foot wide right of way; thence S 90° 59' 30" E along said Easterly right of way a distance of 200.66 feet to the POINT OF BEGINNING of the herein described parcel; thence N 89° 14' 40" E for a distance of 265 feet more or less, to the approximate visual high water line of the Atlantic Ocean; thence meander the approximate visual high water line of the Atlantic Ocean in a Southeasterly direction for a distance of 850 feet more or less; thence S 89° 14' 40" W for a distance of 265 feet more or less to the Easterly right of way of STATE ROAD A-1-A; thence N 9° 59' 30" W along said Easterly right of way for a distance of 850.06 feet to the POINT OF BEGINNING.

#### 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

September 12, 1979  
 ALLEN ENGINEERING, INC  
 COCOA BEACH, FLORIDA

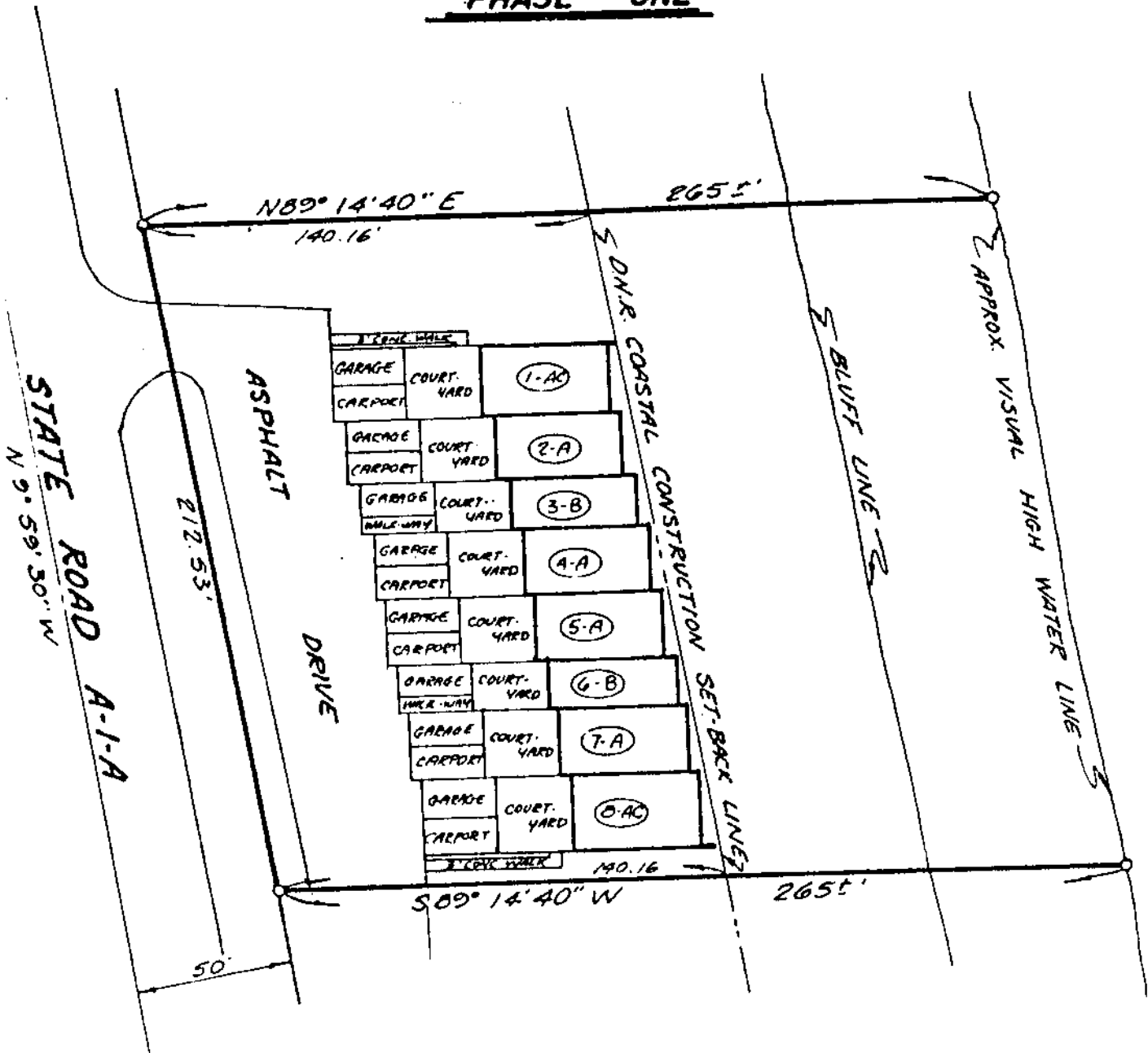
2097 PAGE 1985

EXHIBIT "A"

SHEET 2 OF 9

# LAS BRISAS, A CONDOMINIUM

## PHASE ONE



GRAPHIC PLOT PLAN

Scale: 1" = 50'

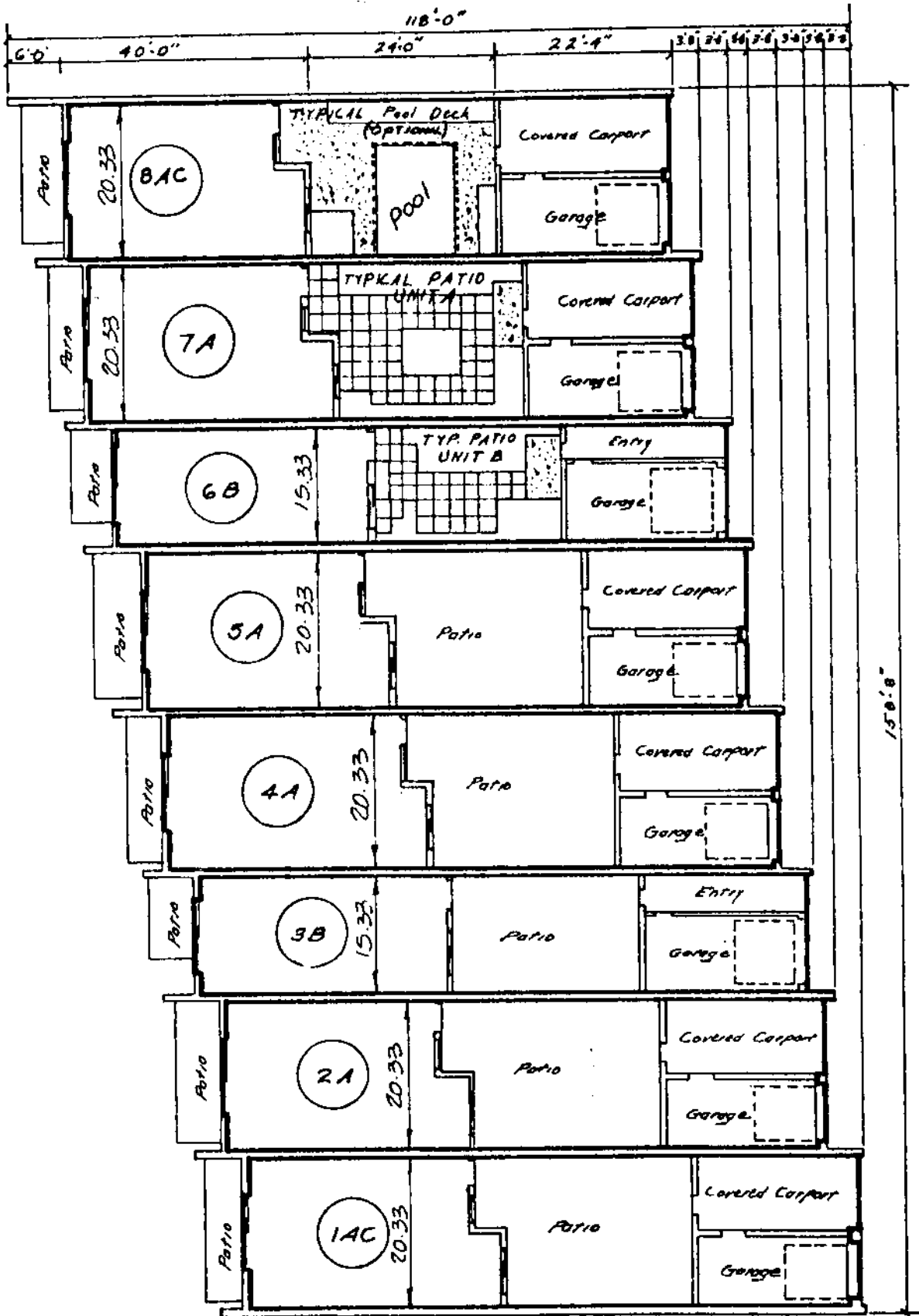
1. LAS BRISAS, A CONDOMINIUM CONTAINS ONE BUILDING, AS SHOWN ON THE GRAPHIC PLOT PLAN, THIS BUILDING IS A MULTI-FAMILY, MULTI-LEVEL BUILDING. THE BUILDING HEIGHT IS APPROXIMATELY 35.5 FEET.
2. THE BUILDING CONTAINS 8 UNITS.
3. THERE ARE 14 COVERED PARKING SPACES AS SHOWN ON THE AFORESAID GRAPHIC PLOT PLAN. THESE ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE ADJACENT UNIT.
4. ALL AREAS AND IMPROVEMENTS SHOWN ON THE GRAPHIC PLOT PLAN, EXCEPT THE UNITS WITHIN THE BUILDING ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THE UNITS AND THE COMMON ELEMENTS WITHIN THE BUILDING ARE SHOWN ON SHEETS 4 AND 5 OF EXHIBIT "A".
6. THE GRAPHIC PLOT PLAN IS REPRESENTATIVE OF THE EXISTING IMPROVEMENTS. THIS DRAWING WAS PREPARED UNDER THE SUPERVISION OF JOHN R. CAMPBELL, PROFESSIONAL LAND SURVEYOR.

# LAS BILSA'S, A CONDOMINIUM

## PHASE ONE

**NOTE:**

1. The units shown are two story multi-level units. See sheets 5, 6 thru 9
2. All elevations are based on N. G. V. Datum of 1929.



### FIRST FLOOR PLAN

SCALE : 1" = 20'

**SURVEYOR'S NOTES:**

1. The finished first floor elevation is 14.11 feet.
2. The finished first floor ceiling elevation is 22.25 feet.
3. The patio is at grade and its vertical limit is the projected roof line
4. The horizontal limits of the unit is that area that is enclosed by the heavy dark lines.
5. The patio that is outside the limit of the unit is a common element that is limited to the use of the adjacent unit.

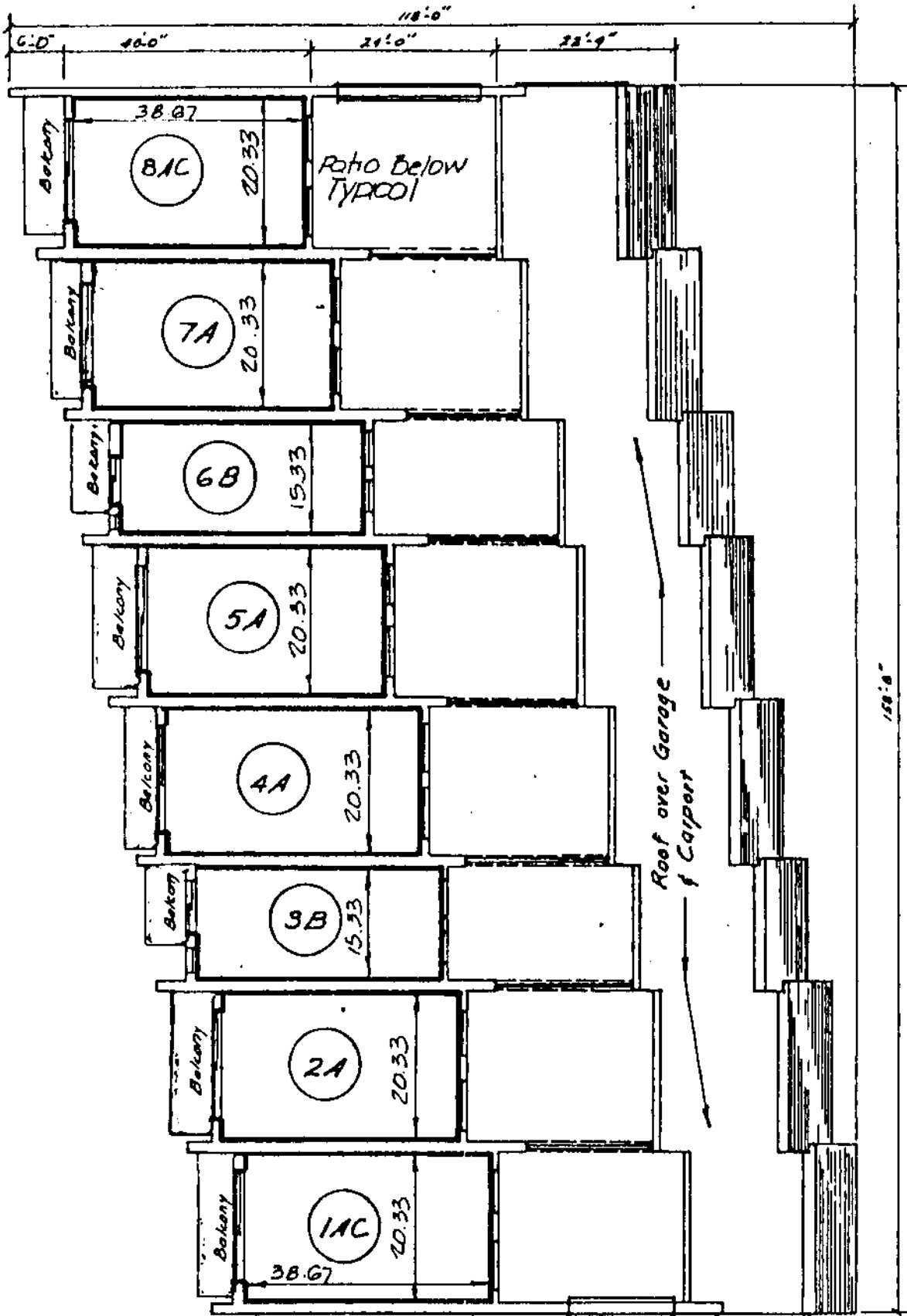


# LAS BRISAS, A CONDOMINIUM

## PHASE ONE

**NOTE:**

1. The units shown are two story multi-level units. See sheet 5, 6 thru 9
2. All elevations are based on N.G.V. Datum of 1929.



## SECOND FLOOR PLAN

Scale: 1" = 20'

**SURVEYOR'S NOTES:**

1. The finished second floor elevation is 23.47 feet.
2. The finished second floor ceiling varies from its lowest point of elevation 31.47 to its highest gable elevation of 45.80 feet.
3. The horizontal limit of the unit is that area that is enclosed by the heavy dark lines.

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 September 12, 1979

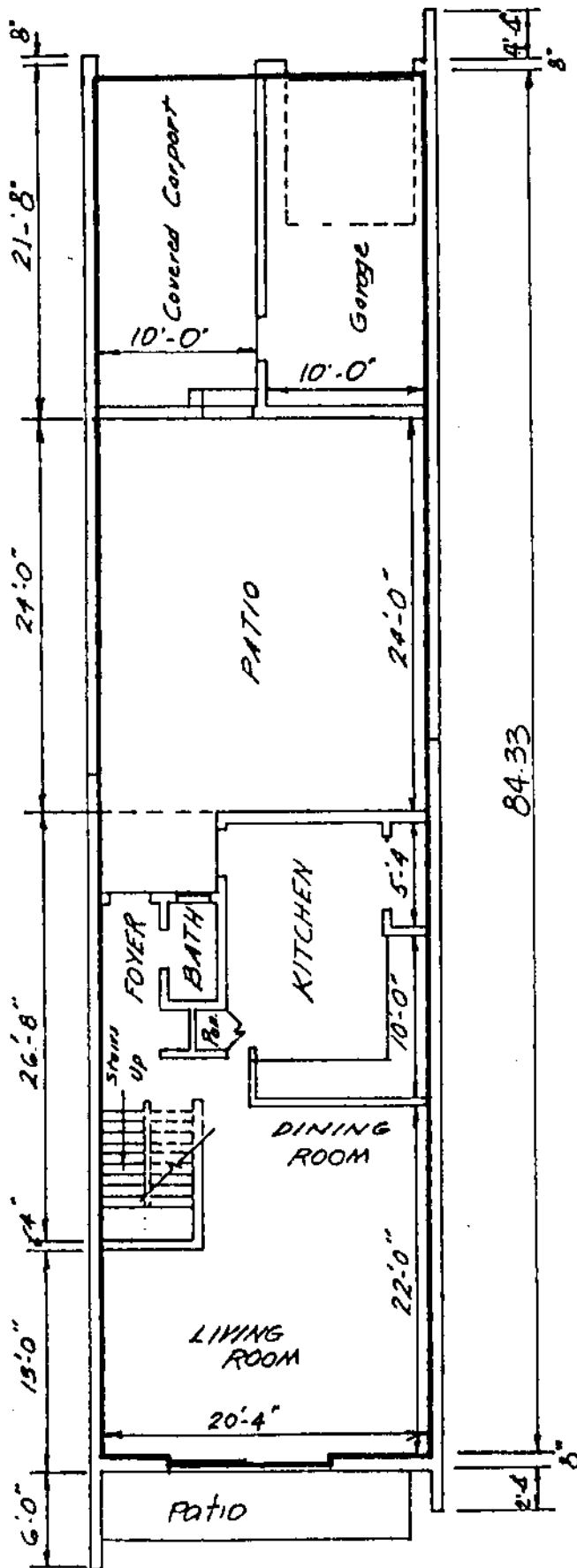
SEE 2097 PAGE 1988

EXHIBIT "A"

SHEET 5 OF 9

# LAS BRISAS, A CONDOMINIUM

## PHASE ONE



SURVEYOR'S NOTES:

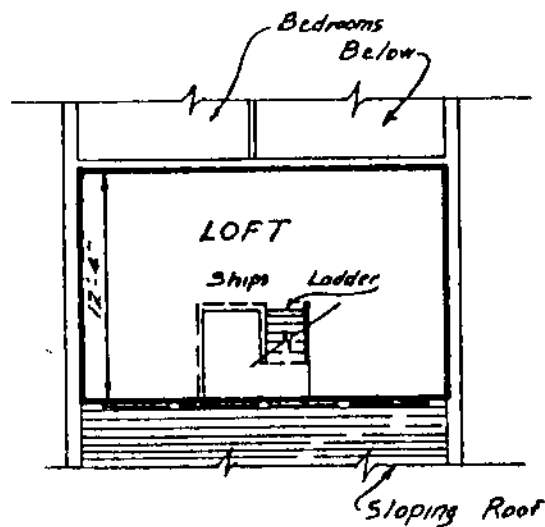
1. This plan is typical of the first floor of Units 1AC, 2A, 4A, 5A, 7A, and 8AC.

### 1ST FLOOR PLAN - MODEL A SCALE: 3/32" = 1'-0"

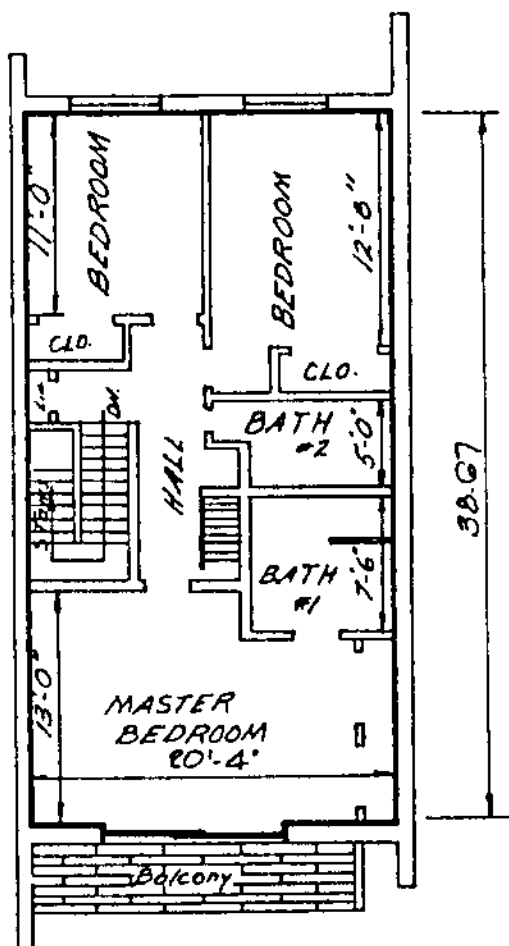
ALLEN ENGINEERING, INC. SEE 2097 PAGE 1989  
 COCOA BEACH, FLORIDA  
 September 12, 1979

# LAS BRISAS, A CONDOMINIUM

## PHASE ONE



### LOFT FLOOR PLAN — MODEL A



#### SURVEYOR'S NOTES:

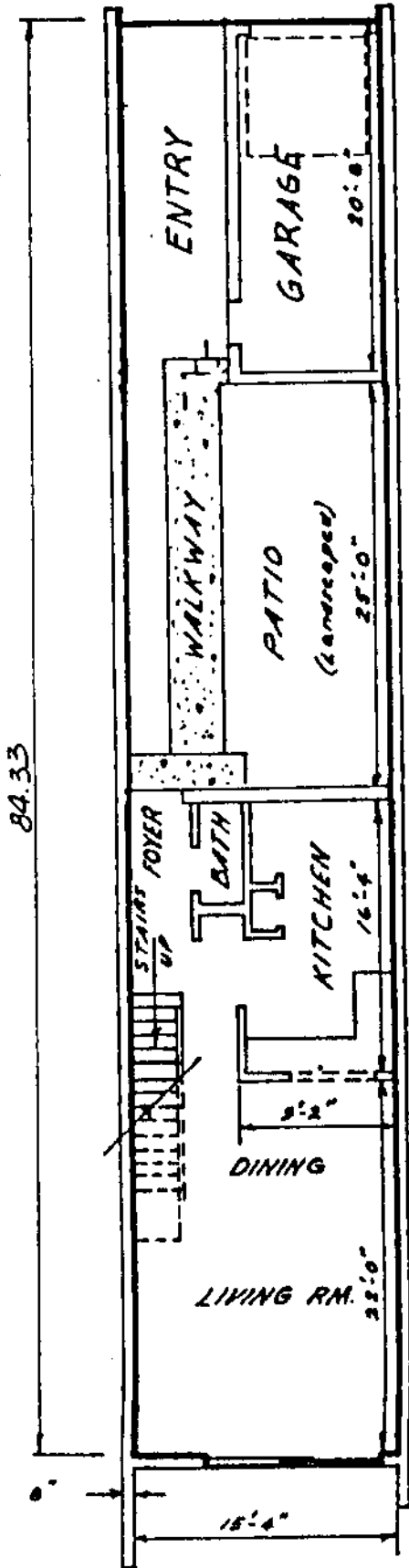
This plan is typical of the second floor and loft of Units 1AC, 2A, 4A, 5A, and 8AC.

### 2ND FLOOR PLAN — MODEL A

SCALE: 3/32" = 1'-0"

# LAS BRISA S, A CONDOMINIUM

## PHASE ONE



### SURVEYOR'S NOTE:

This plan is typical of the first floor of Units 3B and 6B.

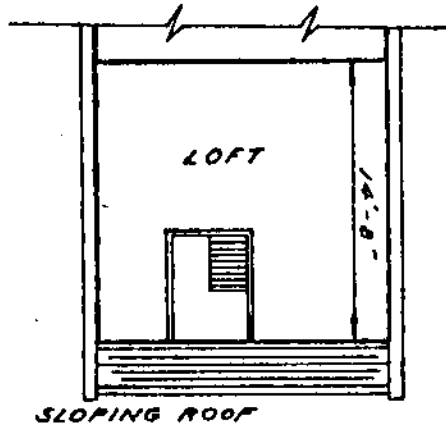
## 1ST FLOOR PLAN - MODEL B

SCALE: 3/32" = 1'-0"

DEED 2097 PAGE 1991  
RECS

# LAS BRISA S, A CONDOMINIUM

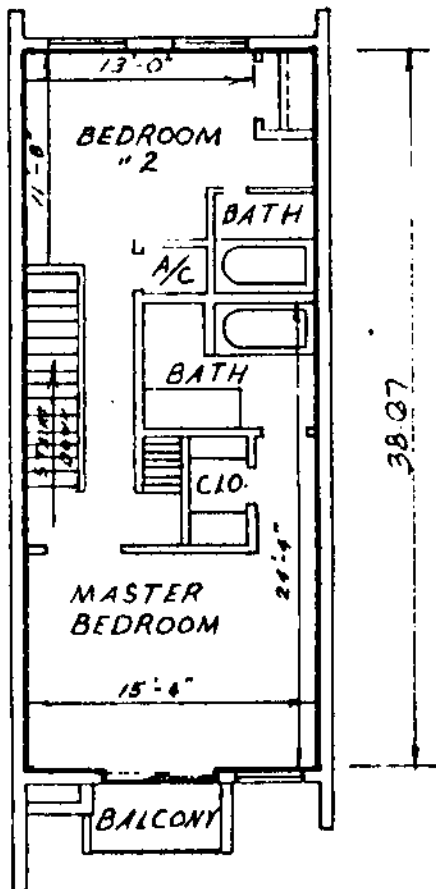
## PHASE ONE



### SURVEYOR'S NOTE:

This plan is typical of the second floor and loft of Units 3B and 6B.

## LOFT FLOOR PLAN — MODEL B



## 2 ND FLOOR PLAN — MODEL B

SCALE 3/32" = 1'-0"

SECS 2097 PAGE 1992

AFFIDAVIT CONFIRMING ERROR  
ON CONDOMINIUM EXHIBITS FOR  
LAS BRISAS, A CONDOMINIUM, PHASE TWO

D

STATE OF FLORIDA )  
                          ) SS:  
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 TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO, BEING FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS ON OATH AS FOLLOWS, TO WIT:

THAT I, JOHN R. CAMPBELL, AM A REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE PROFESSIONAL LAND SURVEYING IN THE STATE OF FLORIDA, AND THAT ON AUGUST 21, 1980 FINAL CONDOMINIUM EXHIBITS WERE COMPLETED UNDER MY DIPECTION FOR LAS BRISAS, A CONDOMINIUM, PHASE TWO AND THAT ON Sept. 12, 1980, SAID EXHIBITS WERE FILED IN OFFICIAL RECORDS BOOK 2253 AT PAGES 1666 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA. THE AFFIANT FURTHER SAYS: THAT A SUBSEQUENT EXAMINATION WAS COMPLETED UNDER HIS DIRECTION WITHIN THE LAST TEN DAYS AND AS A RESULT OF THIS EXAMINATION AN ERROR WAS DISCOVERED TO EXIST ON SHEET 3 OF SAID EXHIBITS

THE AFFIANT FURTHER SAYS: THAT CERTAIN CORRECTIONS TO BE DESCRIBED WILL NOT CONFLICT WITH THE IMPROVEMENTS PLANNED BY THE DEVELOPERS, AND IN HIS OPINION SUCH CORRECTIONS SHOULD BE SUBSTITUTED FOR THE ERRONEOUS DATA SHOWN ON SUCH EXHIBITS TO WIT:

SHEET 3-GRAPHIC PLOT PLAN:

THE DRIVEWAY ENTRANCE SHOWN ON THE SOUTHWEST CORNER OF SAID GRAPHIC PLOT PLAN SHOULD BE LABLED TEMPORARY DRIVEWAY ENTRANCE (TO BE REMOVED). SAID ENTRANCE WILL BE REPLACED BY ANOTHER ENTRANCE TO THE SOUTH TO BE CONSTRUCTED AT A LATER DATE.

THE REMAINING SHEETS IN SAID EXHIBITS ARE SUBSTANTIALLY IN ACCORDANCE WITH THOSE SHOWN ON THE FINAL CONDOMINIUM EXHIBITS FOR LAS BRISAS A CONDOMINIUM, PHASE TWO.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 3RD DAY OF MARCH A.D., 1981.

ALLEN ENGINEERING, INC.

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

SWORN AND SUBSCRIBED BEFORE ME  
THIS 3RD DAY OF MARCH A.D., 1981

Blana J. McLeary  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES: AUGUST 23, 1981

RECORDED AND INDEXED  
BREVARD COUNTY CLERK  
LA

525960

1981 APR -6 PM 2:35

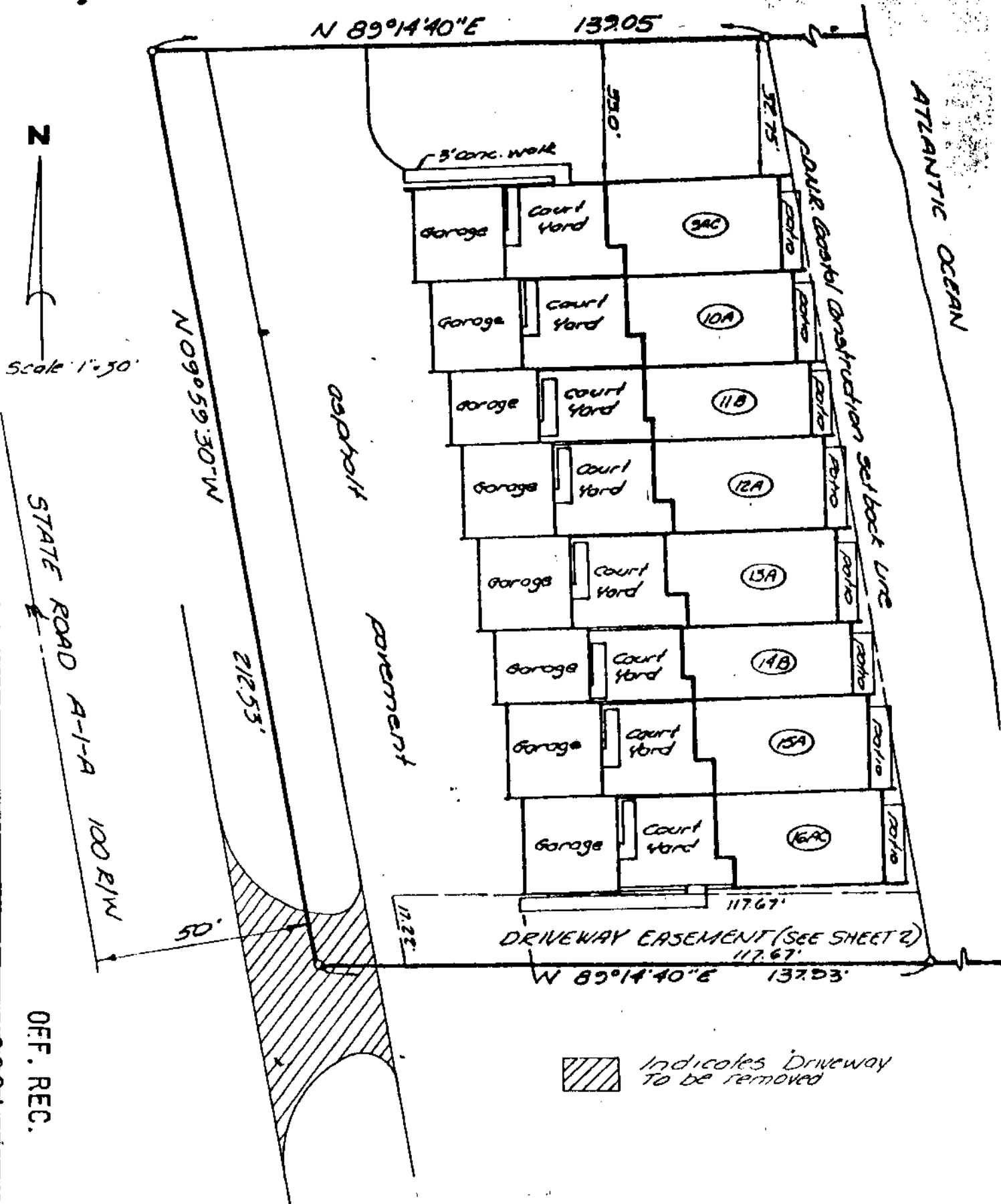
OFF. REC.  
2201

PAGE  
0721

# LAS TRISAS, A CONDOMINIUM

## Graphic Plot Plan

## Phase Two

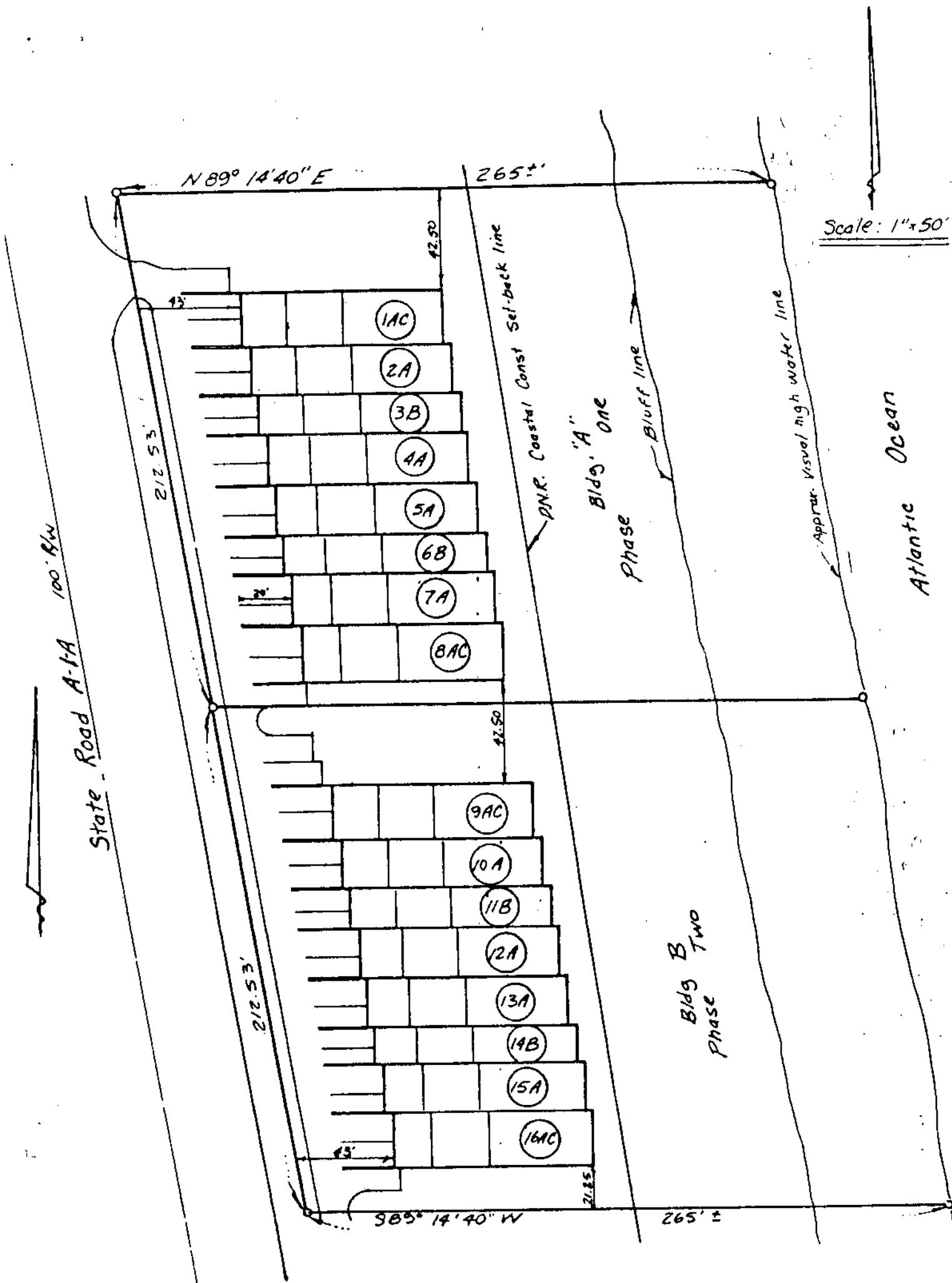


1. THE TEMPORARY DRIVEWAY ENTRANCE SHOWN WILL BE REPLACED BY ANOTHER ENTRANCE APPROXIMATELY 225 FEET TO THE SOUTH OF THE ONE SHOWN.

OFF. REC.

PAGE

# LAS BRASAS, A CONDOMINIUM



**SURVEYOR'S NOTE:**

1. See sheet 2 of this exhibit for additional Surveyor's Notes.



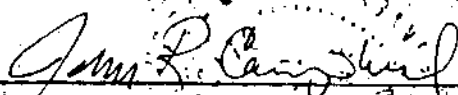
# LAS BRISAS, A CONDOMINIUM

## SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLAT PLAN:

1. THE LAS BRISAS, A CONDOMINIUM SHALL CONSIST OF TWO MULTI-LEVELLED BUILDINGS, EACH BUILDING SHALL CONTAIN 8 UNITS.
2. PHASE ONE SHALL CONTAIN BUILDING A WITH UNITS 1 THROUGH 8, TOGETHER WITH 16 PARKING SPACES. THESE SPACES ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNITS. ALL AREAS AND IMPROVEMENTS EXCEPT THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. PHASE TWO WILL CONTAIN BUILDING B WITH UNITS 9 THROUGH 16, TOGETHER WITH 17 PARKING SPACES. THESE SPACES ARE COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT. ALL AREAS AND IMPROVEMENTS EXCEPT THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE GRAPHIC PLAT PLAN SHOWN WAS DERIVED FROM AN APPROVED ENGINEERING SITE PLAN. THIS PLAN WAS PREPARED BY OUTLAW ENGINEERING.
5. THIS EXHIBIT WAS PREPARED UNDER THE SUPERVISION OF JOHN R. CAMPBELL, PROFESSIONAL LAND SURVEYOR.
6. THE LEGAL DESCRIPTIONS FOR PHASES ONE AND TWO WERE PREPARED FROM THE PARENT PARCEL DESCRIPTION PROVIDED BY THE SURVEYOR.
7. THE VISUAL HIGH WATER LINE SHOWN ON THE SKETCH OF SURVEY IS FOR REFERENCE ONLY. THE OWNER OF THE UP LAND EXTENDS TO THE MEAN HIGH WATER LINE ON PARCELS ONE
8. ALL SURVEYS IN THIS EXHIBIT ARE CERTIFIED AS FOLLOWS:

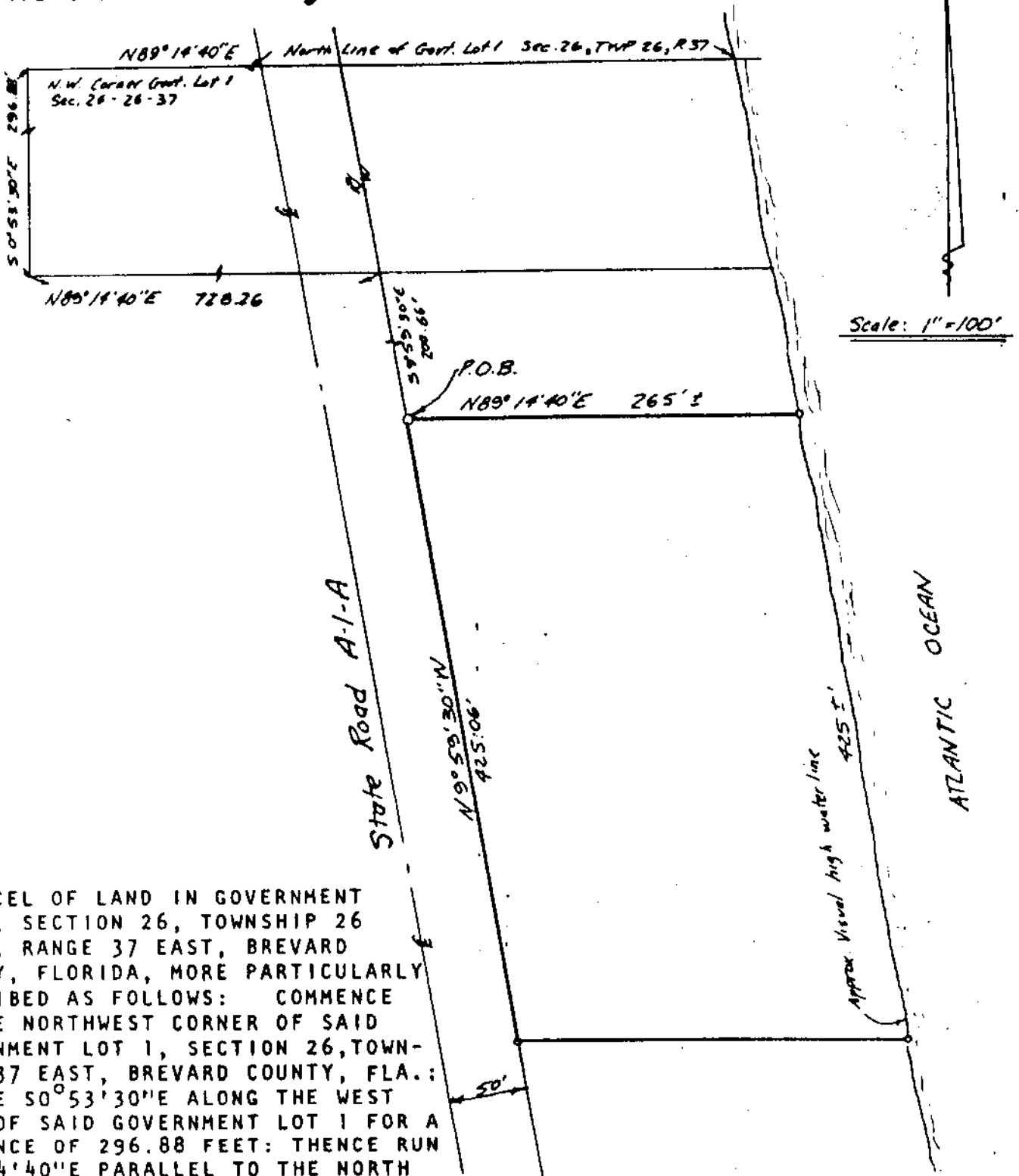
### CERTIFICATION:

I HEREBY CERTIFY: THAT THE SURVEYS SHOWN ON SHEETS 3 THROUGH 5 WERE PREPARED UNDER MY SUPERVISION AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
JOHN R. CAMPBELL  
PROFESSIONAL LAND SURVEYOR  
#2351, STATE OF FLORIDA

SEAL 2097 PAGE 1994

Sketch of Survey



A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 37 EAST, BREVARD COUNTY, FLA.; THENCE  $S0^{\circ}53'30''E$  ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 296.88 FEET; THENCE RUN  $N89^{\circ}14'40''E$  PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 728.26 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, A 100 FOOT WIDE RIGHT OF WAY; THENCE  $S9^{\circ}59'30''E$  ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 200.66 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE  $N89^{\circ}14'40''E$  FOR A DISTANCE OF 265 FEET MORE OR LESS, TO THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEANDER THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 425 FEET MORE OR LESS; THENCE  $S89^{\circ}14'40''W$  FOR A DISTANCE OF 265 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A; THENCE  $N9^{\circ}59'30''W$  ALONG SAID EASTERLY RIGHT OF WAY FOR A DISTANCE OF 425.06 FEET TO THE POINT OF BEGINNING.

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.

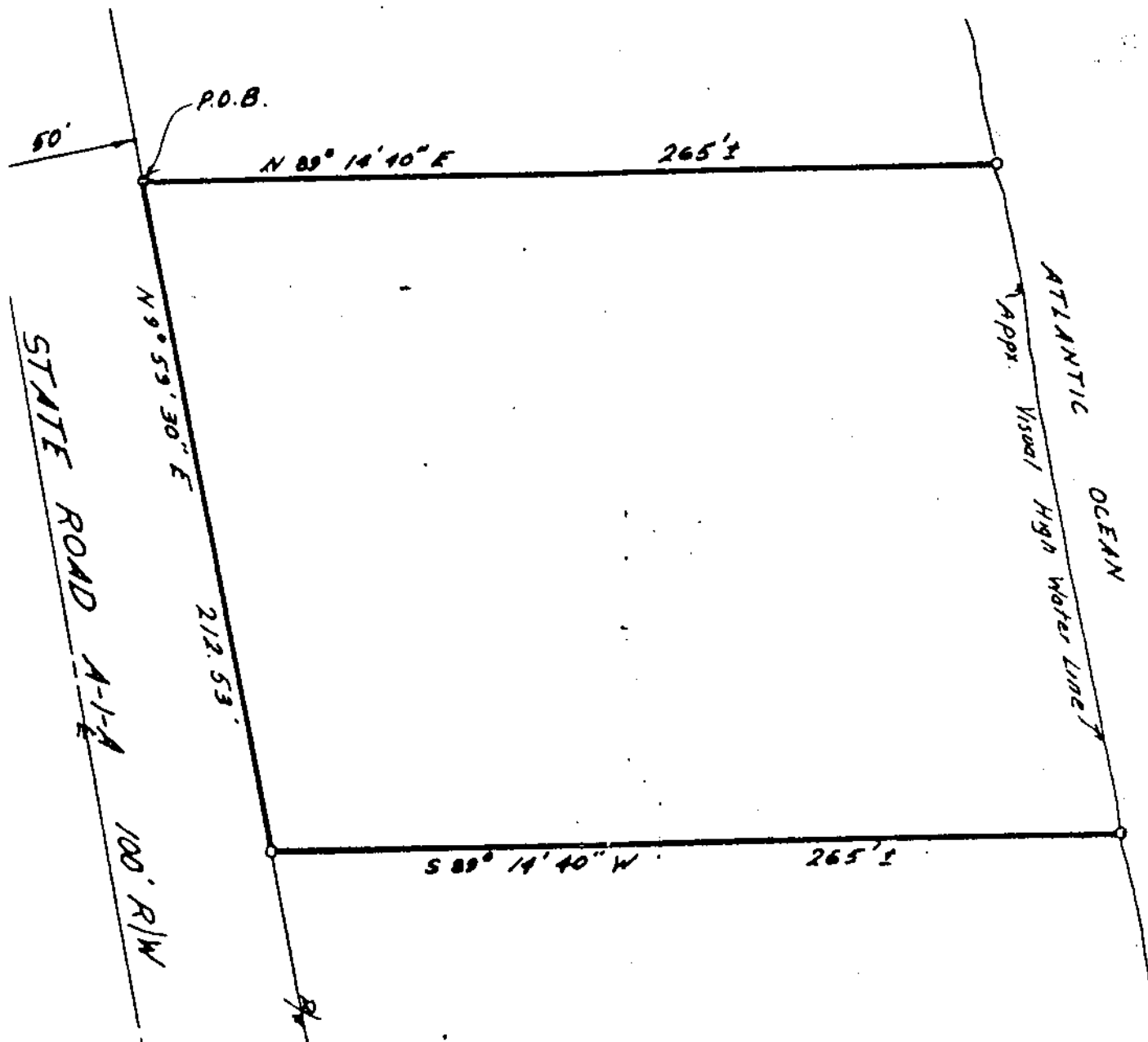
*John R. Campbell*  
 JOHN R. CAMPBELL, PROFESSIONAL LAND SURVEYOR, #2351, STATE OF FLORIDA

ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 December 14, 1978

EXHIBIT "B"

SHEET 3 OF 5

**LAS BRIS, A CONDOM. 'JM**  
**PHASE ONE**



**BOUNDARY & SURVEY**

**SCALE: 1" = 50'**

The North 212.53 feet, as measured along the Easterly right of way line of STATE ROAD A-1-A of the following described parcel of land:  
 A parcel of land in Government Lot 1, Section 26, Township 26 South, Range 37 East, Brevard County, Florida, more particularly described as follows:  
 Commence at the Northwest corner of said Government Lot 1, Section 26, Township 26 South, Range 37 East Brevard County, Florida; thence  $S 09^{\circ} 53' 30'' E$  along the West line of said Government Lot 1 for a distance of 296.88 feet; thence  $N 89^{\circ} 14' 40'' E$  parallel to the North line of said Government Lot 1 for a distance of 728.26 feet to the intersection thereof with the Easterly right of way of STATE ROAD A-1-A, a 100 foot wide right of way; thence  $S 90^{\circ} 59' 30'' E$  along said Easterly right of way a distance of 200.66 feet to the POINT OF BEGINNING of the herein described parcel; thence  $N 89^{\circ} 14' 40'' E$  for a distance of 265 feet more or less, to the approximate visual high water line of the Atlantic Ocean; thence meander the approximate visual high water line of the Atlantic Ocean in a southeasterly direction for a distance of 850 feet more or less; thence  $S 89^{\circ} 14' 40'' W$  for a distance of 265 feet more or less to the Easterly right of way of STATE ROAD A-1-A; thence  $N 90^{\circ} 59' 30'' W$  along said Easterly right of way for a distance of 850.86 feet to the POINT OF BEGINNING

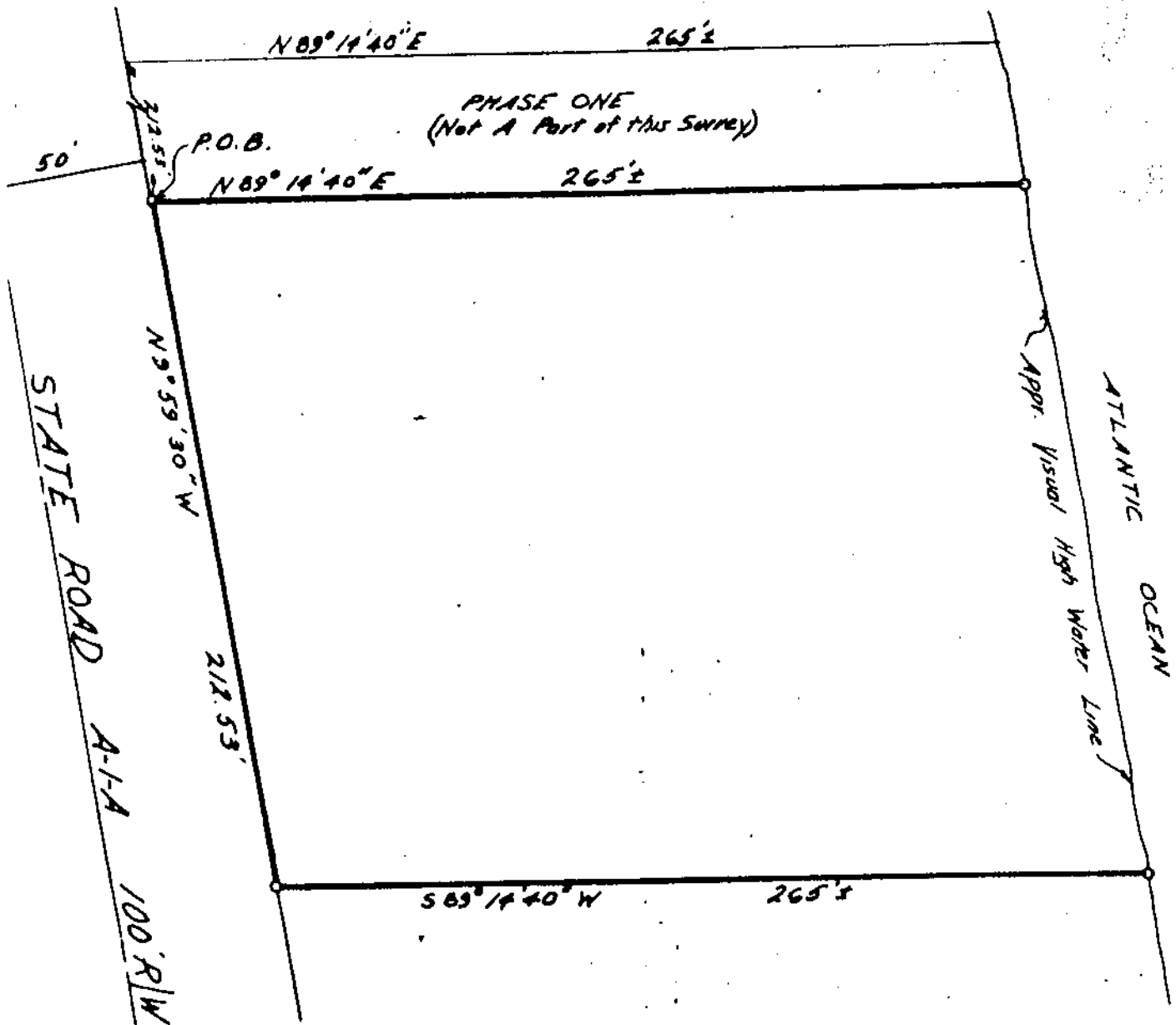
ALLEN ENGINEERING, INC.  
 COCOA BEACH, FLORIDA  
 December 14, 1978

EXHIBIT "B"

SHEET 4 OF 5

# LAS BR. A S, A CONDOM. UM

## PHASE TWO



### BOUNDARY & SURVEY

SCALE: 1" = 50'

The South 212.53 feet of the North 425.06 feet as measured along the Easterly right of way line of STATE ROAD A-1-A of the following described parcel of land:

A parcel of land in Government Lot 1, Section 26, Township 26 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the Northwest corner of said Government Lot 1, Section 26, Township 26 South, Range 37 East, Brevard County, Florida; thence S 0°53'30" E along the West line of said Government Lot 1 for a distance of 296.88 feet; thence N 89° 14' 40" E parallel to the North line of said Government Lot 1 for a distance of 728.26 feet to the intersection thereof with the Easterly right of way of STATE ROAD A-1-A a 100 foot wide right of way; thence S 9°59'30" E along said Easterly right of way a distance of 208.66 feet to the POINT OF BEGINNING of the herein described parcel; thence N 89°14'40" E for a distance 265 feet more or less, to the approximate visual high water line of the Atlantic Ocean; thence meander the approximate visual high water line of the Atlantic Ocean in a Southeasterly direction for a distance of 850 feet more or less; thence S 89°14'40" W for a distance of 265 feet more or less to the Easterly right of way of STATE ROAD A-1-A; thence N 9°59'30" W along said Easterly right of way for a distance of 212.53 feet to the POINT OF BEGINNING.

ALLEN ENGINEERING, INC.  
COCOA BEACH, FLORIDA  
December 14, 1978

EXHIBIT "B"

SHEET 5 OF 5

LAS BRISAS, A CONDOMINIUM  
PURCHASE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES SECTION 718.503 TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
and between:

MORGRAN DEVELOPMENT CORPORATION  
P. O. Box 727  
Melbourne Beach, Florida 32951  
(305/724-6652)

hereinafter called "Seller", and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

hereinafter called "Buyer",

WITNESSETH:

That, for and in consideration of the mutual covenants and agreements herein contained, the Seller agrees to sell and the Buyer agrees to buy the following described property on the terms and conditions set forth herein.

1. DESCRIPTION OF PROPERTY.

Condominium Unit Number \_\_\_\_\_ of Las Brisas, A Condominium, together with its prorata share of the common elements lying and being situate in Brevard County, Florida. Said apartment is sold furnished as follows: Carpeting (except kitchen, foyer and baths), range, vent hood, refrigerator, dishwasher, disposal, water heater, and heating and air conditioning equipment.

2. PURCHASE PRICE AND TERMS OF PAYMENT.

(A) The total fixed purchase price of the unit and \_\_\_\_\_  
garage space(s) is: \$ \_\_\_\_\_

(B) Terms of payment:  
(1) Earnest money deposit made upon the  
execution of this offer, receipt of which is  
hereby acknowledged: \$ \_\_\_\_\_

(2) Additional money deposit, due and  
payable on or before \_\_\_\_\_, 19\_\_\_\_. \$ \_\_\_\_\_

(3) The balance of \$ \_\_\_\_\_ shall be  
paid as follows:

(a) Cash upon conveyance of the property. \$ \_\_\_\_\_

(b) To be paid from the proceeds of a first  
mortgage loan obtained by Purchaser or Seller in  
accordance with the terms hereof. \$ \_\_\_\_\_

### 3. PRORATIONS.

Taxes, rents, maintenance expenses, insurance premiums and interest shall be prorated as of the date for delivery of deed unless otherwise specified. The cash payment due at closing shall be increased or decreased as may be required by the proration of said terms. If the amount of taxes for the current year cannot be ascertained, rates, millages, and assessed valuations of the previous year, with known changes, shall be used. However, tax prorations based on an estimate may subsequently be readjusted where so agreed in the closing statement.

### 4. FINANCING.

This offer is conditioned upon the buyer obtaining or the seller obtaining on the buyer's behalf, approval of a mortgage loan on the subject parcel in the minimum amount of \_\_\_\_\_ of the purchase price as set forth above for a minimum term of twenty-eight (28) years, with initial interest at the prevailing market rate per annum, excluding points or discount. The proceeds of any loan are to be applied toward the balance of the purchase price required at closing. Within ten (10) days from the date of the seller's request, the buyer shall apply for said loan with a lender of his choice and shall inform the seller of the name and address of the lender, together with the date of the loan application. The buyer agrees to disclose complete financial information about himself, as may be required by the lender and seller, to execute any and all papers necessary for or incidental to the loan, and to see that his application is continuously and expeditiously processed. The buyer shall pay all loan costs at the time of the closing of the loan, or at such time as may be required by the lender. These loan costs, as set by the lender, are in addition to those other costs set forth hereafter in this Agreement. If, within forty-five (45) days of seller's request of buyer to apply for a loan, buyer does not have a firm written commitment, seller shall have the option of either obtaining financing for buyer as herein provided for or refunding buyer's money in full, in which event this agreement shall be cancelled and of no force and effect. Buyer shall fully and promptly cooperate and provide financial disclosures as are required by any lender referred or obtained by seller. If the buyer does not qualify for a loan, all monies heretofore paid by the buyer on the purchase price shall be returned to the buyer. Thereupon, all parties hereto shall be relieved of all further obligations hereunder. However, this release of the buyer from the obligations hereunder shall not apply if the buyer shall fail or refuse to comply in good faith with any of the provisions of this paragraph, and such failure or refusal shall constitute a default under this paragraph.

### 5. EXPENSES.

The buyer's contribution to common expenses for maintaining and operating the condominium is estimated at \$80.00 per month, payable in advance. At closing, the buyer shall contribute the sum of \$200.00 for use as working capital for the operation of the condominium.

Seller shall pay for the preparation of this contract and the deed and title insurance to be delivered under the terms of the contract. Buyer shall pay for recording the deed and cost of documentary stamps and surtax required to be affixed to the deed. Buyer shall pay for all costs required to be paid by the mortgagee if buyer's apartment is to be mortgaged.

Buyer shall pay the cost of any changes in specification or equipment in buyer's apartment ordered by buyer. All change orders must be approved by seller.

AGENT.

All payments made by the buyer to the seller under this Agreement shall be deposited into the trust account of Wolfe, Kirschenbaum, Caruso & Mosley, P.A., 100 North Atlantic Avenue, P. O. Box 757, Cocoa Beach, Florida 32931, and shall be disbursed pursuant to the terms of this Agreement. A receipt is available upon buyers request from Escrow Agent.

7. CONVEYANCE.

Seller agrees, subject to the terms of this contract, to convey the fee simple title to the said condominium apartment by statutory warranty deed and to convey said personal property by bill of sale within fifteen (15) days of the issuance of the Certificate of Occupancy for the condominium. The buyer agrees to take title subject to standard exceptions and those usual and common to the area and property location and to the provisions of the Declaration of Condominium and related documents. Notice of the issuance of the Certificate of Occupancy shall be given to the buyer by certified mail to the address shown on page one of this contract.

8. POSSESSION.

The seller agrees to deliver possession of said property to buyer on or before delivery of the said deed.

9. DELIVERY AND RECEIPT OF CERTAIN DOCUMENTS.

Buyer acknowledges receipt from the Seller of the following:

- (a) Copy of Declaration of Condominium as proposed.
- (b) Copy of Articles of Incorporation or Charter of the Association as proposed.
- (c) Copy of the Bylaws of the Association as proposed.
- (d) Copy of a projected operating budget for the condominium unit or apartment to be sold to the buyer.
- (e) Copy of the sales brochure and floor plan of the apartment to be purchased by the buyer.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE SELLER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

10. NONASSIGNABILITY.

This contract is personal to buyer and cannot be assigned without approval of seller in writing.

11. NOTICE.

The delivery of any item and the giving of notice in compliance with this agreement shall be accomplished by delivery of the item of notice to the party intended to receive it, or by mailing it within the continental United States by certified mail addressed to the address of the party stated in this agreement. Notice or delivery by mail shall be effective when mailed.

12. THE CONDOMINIUM.

(a) The seller will construct and equip an apartment building in accordance with the plans and specifications, subject, however, to reasonable modifications approved by the seller that do not change the size of floor plan of buyer's apartment, or buyer's interest in the common elements to the detriment of the buyer. The seller agrees that the condominium shall be ready for occupancy by the buyer within twenty-four (24) months from the date of acceptance of this offer, with the provision, however, that the foregoing time shall not be of the essence.

(b) The seller hereby reserves the exclusive right to make substitution of facilities, materials and/or appliances of at least equal value in the condominium for those contained in any plans and specifications referred to herein.

(c) The seller also reserves the exclusive right to determine whether or not the proposed condominium shall be constructed. If the seller determines that the condominium shall not be constructed, then the seller shall refund to the buyer his deposit(s). Upon such refund, all parties to this Agreement shall be fully discharged and relieved from the terms and obligations hereunder.

### 13. CLOSING.

(a) The closing will be held in Brevard County, Florida, at a site to be designated by seller.

(b) The balance of the purchase price, plus the sum for initial working capital contribution (Reserve Account Deposit) to the Association, will be paid to seller by a certified or local bank cashier's check.

(c) At least ten (10) days prior to the closing of the sale of the unit to the buyer, the seller shall notify the buyer of the date, time and place of the closing of this transaction. The buyer shall inspect his unit and furnish the seller with an inspection punch list prior to closing. If the parties are unable to agree that the inspection punch list is reasonable, seller shall have the option to terminate this contract and, upon refund by seller of all sums paid by the buyer, this contract shall become null and void and the parties released from all obligations or liabilities hereunder.

(d) Risk of loss pertaining to the parcel covered by this agreement prior to closing shall be borne by the seller or its insurer.

(e) This sale shall be closed within fifteen (15) days after the issuance of the certificate of occupancy on the unit.

### 14. DEFAULT BY BUYER.

Failure of buyer to close title to the unit pursuant to the provisions of this agreement, make payments within the time provided above, or to comply with the provisions of this agreement within the time provided herein, shall be considered defaults by buyer hereunder. Refusal or failure of the buyer to make necessary disclosures, execute necessary instruments, or to effect a mortgage application, shall constitute defaults under this contract. In such event, the parties hereto have considered the matter and have agreed that the amount of liquidated damages suffered by the seller because of buyer's default shall be liquidated and paid in the following manner: The liquidated sum to be due to seller shall be all sums heretofore paid by buyer to seller pursuant to the terms of this Agreement, but in no event shall such liquidated sum exceed ten percent (10%) of the total purchase price of the unit, together with the retention of any monies to cover the costs of any items specially ordered by the buyer for his unit. All sums paid by Buyer to Seller in excess of such liquidated sum shall be paid forthwith to Buyer, together with a statement of Seller's election to terminate this agreement and describing the Buyer's default hereunder. The Buyer shall be liable for reasonable attorney's fees and costs incurred by the Seller in enforcing its rights under this Agreement.

### 15. DEFAULT BY SELLER.

In the event that seller shall be unable to convey the unit in accordance with this Agreement and buyer elects to rescind this Agreement, then the seller shall return the payments made hereunder to buyer, unless the buyer has previously forfeited these payments to seller by defaulting as set forth herein. Upon such



declaration of rescission by buyer if seller is unable to convey in accordance with this agreement and upon such refund being made to buyer, if due, this Agreement shall be cancelled and be of no force and effect, and the seller shall be under no obligation or liability thereunder.

16. WAIVER OF ANY LIEN.

The execution of this Agreement shall not be construed as granting to buyer any lien upon or estate in the condominium parcel and buyer hereby waives and relinquishes any lien or other rights, legal or equitable, which might otherwise accrue to buyer by operation of law. Buyer agrees that all terms and provisions of this contract shall be subject and subordinate to any building loan mortgage heretofore or hereafter made, and to any advances heretofore made to the full extent thereof without the execution of any further legal documents by buyer.

17. PERSONS BOUND.

This Agreement is binding upon the parties hereto, their heirs, legal representatives, successors, and assigns. This Agreement shall not be assigned by the buyer without the prior written consent of the seller. All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular, or plural thereof, as the identity of the person or persons or the situation may require.

18. CONTRACT NOT RECORDABLE.

This Agreement shall not be recorded in the office of the Clerk of any Circuit Court of the State of Florida, unless the buyer obtains prior written consent from the seller. Any recording of this Agreement without said prior written consent from the seller shall constitute a breach of this Agreement and shall terminate this Agreement, at the seller's option.

19. ENFORCEABILITY.

If any provision of this Agreement is invalid or unenforceable, all the other terms and provisions hereof shall remain in full force and effect.

20. TIME.

Time is of the essence of this contract.

21. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement supersedes any and all prior agreements and understandings between the parties hereto, including any reservation agreement. Any representations or inducements heretofore made which are not included and embodied in this Agreement shall be of no force and effect. This Agreement may be modified or amended only in writing, signed by buyer and seller.

22. TIME FOR ACCEPTANCE.

If this Agreement is not executed by both parties, and a copy thereof delivered to each party, on or before \_\_\_\_\_, 19\_\_\_\_, this Agreement shall be null and void and all monies returned to buyer.

23. DATE OF CONTRACT.

The date of this contract, for all purposes shall be the date of execution by the seller, which is the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

24. SPECIAL CLAUSES.

WITNESSES:

\_\_\_\_\_

As to Seller

\_\_\_\_\_

As to Buyer

MORGRAN DEVELOPMENT CORPORATION

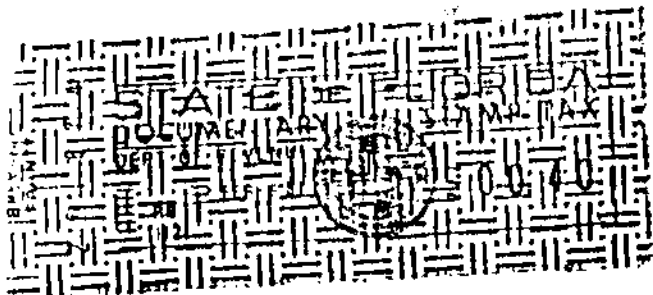
By \_\_\_\_\_

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer



RECORDED  
CLERK OF PUBLIC SALS  
#RECORD COUNTY



EASEMENT

THIS INDENTURE made this 1st day of August, 1980,  
between MORGRAN DEVELOPMENT CORPORATION, a Florida corporation, as the first party, and each and every individual and business or other entity hereafter owning any portion of Phase One or Phase Two of LAS BRISAS SOUTH, A CONDOMINIUM, as described in Exhibit "A" attached hereto, as the second party, for the use and benefit of said second party.

WITNESSETH:

That the first party, in consideration of One and no/100 (\$1.00) Dollar and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, their successors and assigns, perpetual easements commencing on the above date, on, over and across the following described land, to wit:

See Exhibit "B" attached hereto and made a part hereof.  
for the following purposes:

(a) Right of way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the roads and driveways in LAS BRISAS, A CONDOMINIUM, as they are constructed ( and as they may be built or relocated in the future) for all purposes for which roads and driveways are commonly used, and if the owners of LAS BRISAS, A CONDOMINIUM, shall fail to maintain and repair said roads and driveways, the right to maintain and repair the same.

(b) Rights to connect with, make use of, and if the owners of LAS BRISAS A CONDOMINIUM fail to maintain, repair and replace underground utility lines, pipes conduits, sewers and drainage lines which may from time to time exist in LAS BRISAS, A CONDOMINIUM, as the same may be from time to time relocated, the right to maintain and repair the same; provided that all damage caused by the exercise of such rights is promptly repaired, including without limitation, the restoration of all surface areas to their condition immediately prior to the exercise of such rights. (See Exhibit "C" attached hereto and made a part hereof.)

These easements shall be appurtenant to ownership of any portion of the land described in Exhibit "A".

TO HAVE AND TO HOLD said easements unto the Second Party, and to successors and assigns.

The first party does hereby covenant with the Second Party that they are lawfully seized and possessed of the lands above described and that they have good and lawful right to convey it or any part thereof.

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal this 1st day of August, 1980,

Signed, sealed and delivered in the presence of:

MORGRAN DEVELOPMENT CORPORATION

*[Handwritten signatures: Sandra L. Moore]*

By *[Handwritten signature: Andrew R. Laikin]*  
Andrew R. Laikin, President

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer authorized to administer oaths and take acknowledgments, ANDREW R. LAIKIN, as president of MORGRAN DEVELOPMENT CORPORATION, a Florida corporation, to me well known to be the person who executed the foregoing instrument and he scknowledged before me that the same was executed freely and voluntarily for the purpose therein expressed.

WITNESS my hand and seal this 1st day of August, 1980.

*[Handwritten signature: Sandra L. Moore]*  
Notary Public

My commission expires:

LEGAL DESCRIPTION FOR PARENT PARCEL

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE S0°53'30"E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 296.88 FEET; THENCE N89°24'40"E PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 728.26 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A, A 100 FOOT WIDE RIGHT OF WAY; THENCE S9°59'30"E ALONG THE EASTERLY RIGHT OF WAY A DISTANCE OF 626.72 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N89°14'40"E FOR A DISTANCE OF 265.0 FEET MORE OR LESS, TO THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEANDER THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 425.0 FEET MORE OR LESS; THENCE S89°14'40"W FOR A DISTANCE OF 265.0 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A1A; THENCE N9°59'30"W ALONG SAID EASTERLY RIGHT OF WAY FOR A DISTANCE OF 425.0 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 2.55 ACRES MORE OR LESS.

EXHIBIT "A"

OFF. REC.

PAGE

2280

2315

LEGAL FOR DRIVEWAY EASEMENT

A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE  $S0^{\circ}53'30''E$  ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 296.88 FEET; THENCE  $N89^{\circ}14'40''E$  PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 728.26 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT OF WAY OF STATE ROAD 11A, A 100 FOOT WIDE RIGHT OF WAY; THENCE  $S9^{\circ}59'30''E$  ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 626.72 FEET; THENCE  $N89^{\circ}14'40''E$  FOR A DISTANCE OF 20.26 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE  $N89^{\circ}14'40''E$  FOR 117.67 FEET; THENCE RUN  $N9^{\circ}39'56''W$  FOR 17.21 FEET; THENCE RUN  $S89^{\circ}14'40''W$  FOR 117.76 FEET; THENCE RUN  $S9^{\circ}56'30''E$  FOR 17.22 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

OFF. REC.

PAGE

2280

2316

Prepared by: Curtis R. Mosley, Esq., of Wolfe, Kirshenbaum, Caruso, Mosley and Kabbord, P.A., P.O. Box 757, Cocoa Beach, FL 32931

STATE OF FLORIDA  
DOCUMENTARY STAMP TAX  
DEPARTMENT OF REVENUE  
FEB 1981  
\$00.40

EASEMENT

THIS INDENTURE, made this 30th day of January, 1981, between MENGRAN DEVELOPMENT CORPORATION, as the first party and each and every individual and business or other entity hereafter owning any unit in any existing condominium or future condominium in LAS BRISAS, A CONDOMINIUM, more particularly described in Exhibit "A" attached hereto, as the Second Party for the use and benefit of said second party.

WITNESSETH:

That the first party, in consideration of One and no/100 (\$1.00) Dollar and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, their successors and assigns, perpetual easements commencing on the above date, on, over and across the following described land, to wit:

See Exhibit "B" attached hereto and made a part hereof.

for the following purposes:

Right of way for ingress and egress, by vehicle or on foot, in, to, upon, over and under the roads in LAS BRISAS SOUTH, A CONDOMINIUM, as they are constructed (and as they may be built or relocated in the future) to Highway A1A, as shown on the attached Exhibit "C".

Each of the easements granted hereby shall be perpetual and run with the land, and shall be appurtenant to ownership of any portion of the land described in Exhibit A.

TO HAVE AND TO HOLD said easements unto the Second Party, and to their successors and assigns.

The first party does hereby covenant with the second party that they are lawfully seized and possessed of the lands above described and that they have good and lawful right to convey it or any part thereof.

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal

this 30th day of January, 1981

Signed, sealed and delivered  
in the presence of:

*[Handwritten signatures]*

MENGRAN DEVELOPMENT CORPORATION

By *[Handwritten signature]*  
Andrew R. Lelkin, President

-1-

OFF. REC.  
2280

PAGE  
2317

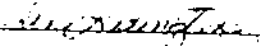
507443  
FEB 1981



STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ANDREW R. LAIKIN, President of MORCUM DEVELOPMENT CORPORATION, to me well known to be the person who executed the foregoing instrument as said Officer of said corporation, and he acknowledged before me that the same was executed freely and voluntarily for the purpose therein expressed and that the seal affixed thereto is the true corporate seal of the corporation.

WITNESS my hand and seal this 20<sup>th</sup> day of January 1981.

  
Notary Public, State of Florida

My commission expires:

-2-

OFF. REC.  
2280

PAGE  
2318

The North 211.22 feet, as measured along the Easterly right of way line of STATE ROAD 2-1-4 of the following described parcel of land:  
A parcel of land in Government Lot 1, Section 26, Township 28 South, Range 27 East, Howard County, Florida, more particularly described as follows:  
Common to the Northwest corner of said Government Lot 1, Section 26, Township 28 South, Range 27 East Howard County, Florida; thence S 0°51'30" W along the west line of said Government Lot 1 for a distance of 211.22 feet thence S 20°11'00" W parallel to the North line of said Government Lot 1 for a distance of 118.24 feet to the intersection thereof with the Easterly right of way of STATE ROAD 2-1-4, a 100 foot wide right of way; thence S 20°11'00" W along said Easterly right of way a distance of 100.00 feet to the point of beginning of the hereto described parcel; thence S 20°11'00" W for a distance of 211 feet more or less, to the approximate visual high water line of the Atlantic Ocean; thence under the approximate visual high water line of the Atlantic Ocean in a northeasterly direction for a distance of 220 feet more or less; thence S 20°11'00" W for a distance of 211 feet more or less to the Easterly right of way of STATE ROAD 2-1-4; thence N 70°10'30" W along said Easterly right of way for a distance of 211.22 feet to the point of beginning and

The North 211.22 feet of the North 211.22 feet as measured along the Easterly right of way line of STATE ROAD 2-1-4 of the following described parcel of land:

A parcel of land in Government Lot 1, Section 26, Township 28 South, Range 27 East, Howard County, Florida, more particularly described as follows:  
Common to the Northwest corner of said Government Lot 1, Section 26, Township 28 South, Range 27 East, Howard County, Florida; thence S 0°51'30" W along the west line of said Government Lot 1 for a distance of 211.22 feet thence S 20°11'00" W parallel to the north line of said Government Lot 1 for a distance of 118.24 feet to the intersection thereof with the Easterly right of way of STATE ROAD 2-1-4 a 100 foot wide right of way; thence S 20°11'00" W along said Easterly right of way a distance of 100.00 feet to the point of beginning of the hereto described parcel; thence S 20°11'00" W for a distance of 211 feet more or less, to the approximate visual high water line of the Atlantic Ocean; thence under the approximate visual high water line of the Atlantic Ocean in a northeasterly direction for a distance of 220 feet more or less; thence S 20°11'00" W for a distance of 211 feet more or less to the Easterly right of way of STATE ROAD 2-1-4; thence N 70°10'30" W along said Easterly right of way for a distance of 211.22 feet to the point of beginning and

UNSUITABLE  
FOR MICROFILM

EXHIBIT "A"

OFF. REC.  
2280

PAGE  
2319

EASEMENT ACROSS PARKING AREA

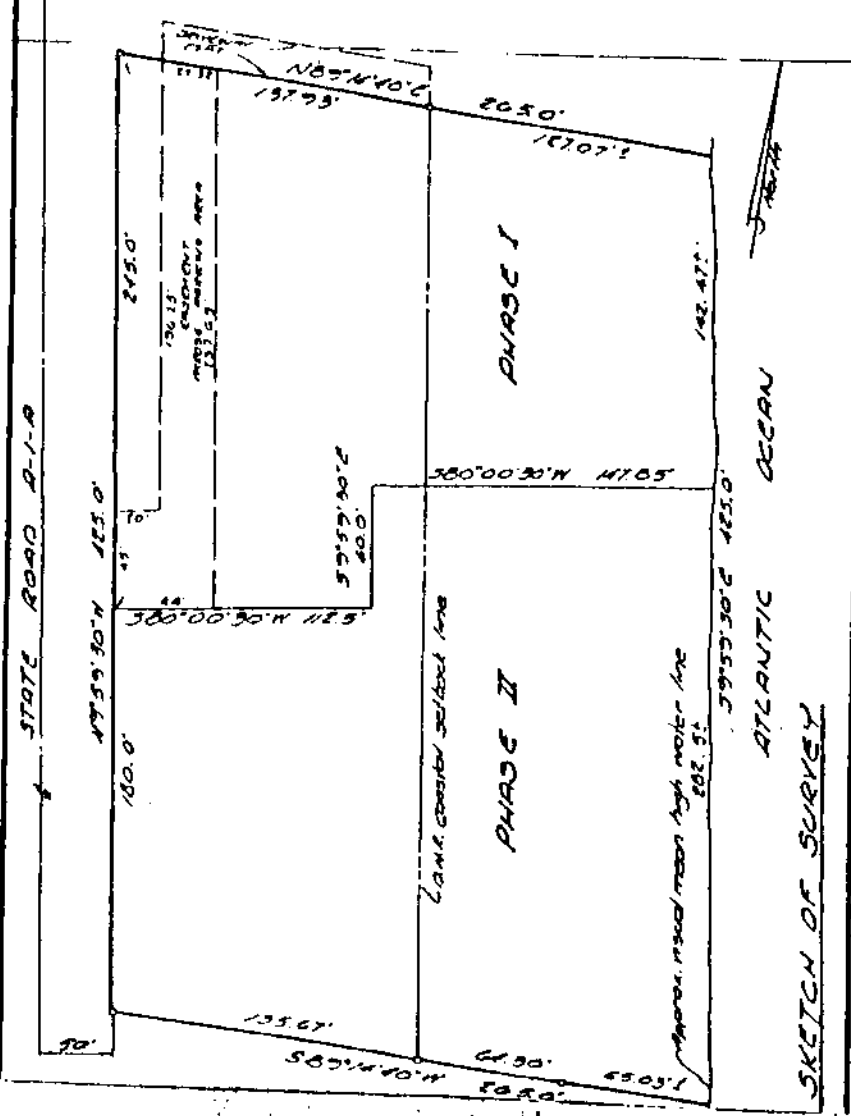
A PARCEL OF LAND IN GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE S0°53'30"E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 296.88 FEET; THENCE N89°14'40"E PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 1 FOR A DISTANCE OF 728.26 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT OF WAY OF STATE ROAD 15A, A 100 FOOT WIDE RIGHT OF WAY; THENCE S99°59'30"E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 126.72 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE S99°59'30"E FOR 45.0 FEET; THENCE RUN N80°00'30"E FOR 44.0 FEET; THENCE RUN N9°59'30"W PARALLEL WITH STATE ROAD 15A, 737.85 FEET TO THE NORTH LINE OF SAID PHASE ONE; THENCE RUN S89°14'40"W ALONG SAID NORTH LINE OF PHASE ONE FOR 24.82 FEET; THENCE RUN S99°59'30"E PARALLEL WITH STATE ROAD 15A FOR 196.75 FEET; THENCE RUN S00°00'30"W FOR 70.0 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

OFF. REC.  
2280

PAGE  
2320

# LAS BRISAS SOUTH , A CONDOMINIUM



ALL TO:  
Prepared by: Curtis R. Mosley, Esq., of Wolfe, Kirchenbaum, Caruso, Mosley,  
& Kabbord, P.A., P. O. Box 757, Cocoa Beach, Florida 32932

EASEMENT

THIS INSTRUMENT made this 1st day of August, 1980, between MIRCAR  
DEVELOPMENT CORPORATION, a Florida corporation, as the first party, and each  
and every individual and business or other entity hereafter owning any portion  
of Phase One or Phase Two of IAS BRISAK SOUTH, A CONDOMINIUM, as described in  
Exhibit "A" attached hereto, as the second party, for the use and benefit of  
said second party.

WITNESSETH:

That the first party, in consideration of One and no/100 (\$1.00) Dollar  
and other valuable considerations paid, the receipt of which is hereby acknowledged,  
hereby grants unto the second party, their successors and assigns, perpetual  
easements commencing on the above date, on, over and across the property  
described on Exhibit "B" attached hereto and made a part hereof, for the purposes  
of drainage and water retention, and full and free right at all times hereafter to  
use the land for drainage and as swale areas for the purpose of water retention.

TO HAVE AND TO HOLD said easements unto the second party, and to its  
successors and assigns.

The first party does hereby covenant with the second party that it is  
lawfully seized and possessed of the lands above described and that it has good  
and lawful right to convey it or any part thereof.

IN WITNESS WHEREOF, the first party has hereunto set its hand and seal

this 1st day of August, 1980.

Signed, sealed and delivered  
in the presence of:

MIRCAR DEVELOPMENT CORPORATION

*[Signature]*  
*[Signature]*

By *[Signature]*  
Andrew P. Larkin, President

STATE OF FLORIDA  
COUNTY OF BREVARD  
RECEIVED  
STAMP TAX  
00.40

I HEREBY CERTIFY that on this day personally appeared before me, an  
officer authorized to administer oaths and take acknowledgments, ANDREW P. LARKIN  
as president of MIRCAR DEVELOPMENT CORPORATION, a Florida corporation, to me  
well known to be the person who executed the foregoing instrument, and he  
acknowledged before me that the same was executed freely and voluntarily for  
the purpose therein expressed.

WITNESS my hand and seal this 1st day of August, 1980.

My commission expires:

*[Signature]*  
Notary Public, State of Florida

OFF. REC.  
2291

PAGE  
2761

525959  
08 17 - 8 - 27 80

LEGAL DESCRIPTION FOR PHASE ONE

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE  $50^{\circ}53'30''$ E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 FOR A DISTANCE OF 296.88 FEET; THENCE  $N89^{\circ}34'40''$ E PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 3 FOR A DISTANCE OF 728.26 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A, A 100 FOOT WIDE RIGHT OF WAY; THENCE  $S9^{\circ}59'30''$ E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 426.72 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE  $N89^{\circ}34'40''$ E FOR A DISTANCE OF 245 FEET MORE OR LESS, TO THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEASURER THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 142.47 FEET MORE OR LESS; THENCE  $S80^{\circ}00'30''$ W FOR A DISTANCE OF 147.85 FEET; THENCE RUN  $S9^{\circ}59'30''$ W PARALLEL WITH STATE ROAD A-1-A FOR 60.0 FEET; THENCE RUN  $S80^{\circ}00'30''$ W FOR 112.5 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A; THENCE  $N9^{\circ}59'30''$ W ALONG SAID EASTERLY RIGHT OF WAY FOR A DISTANCE OF 245.0 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.338 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR PHASE TWO

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; THENCE  $50^{\circ}53'30''$ E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 FOR A DISTANCE OF 296.88 FEET; THENCE  $N89^{\circ}34'40''$ E PARALLEL TO THE NORTH LINE OF SAID GOVERNMENT LOT 3 FOR A DISTANCE OF 728.26 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A, A 100 FOOT WIDE RIGHT OF WAY; THENCE  $S9^{\circ}59'30''$ E ALONG SAID EASTERLY RIGHT OF WAY A DISTANCE OF 873.72 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE  $N80^{\circ}00'30''$ E FOR A DISTANCE OF 112.5 FEET; THENCE RUN  $N89^{\circ}59'30''$ W PARALLEL WITH STATE ROAD A-1-A FOR 60.0 FEET; THENCE RUN  $N80^{\circ}00'30''$ E FOR 149.1 FEET MORE OR LESS TO THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN; THENCE MEASURER THE APPROXIMATE VISUAL HIGH WATER LINE OF THE ATLANTIC OCEAN IN A SOUTHEASTERLY DIRECTION FOR A DISTANCE OF 282.5 FEET MORE OR LESS; THENCE  $S89^{\circ}34'40''$ W FOR A DISTANCE OF 245.0 FEET MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF STATE ROAD A-1-A; THENCE  $N9^{\circ}59'30''$ W ALONG SAID EASTERLY RIGHT OF WAY FOR A DISTANCE OF 180.0 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.434 ACRES MORE OR LESS.

OFF. REC.

2291

PAGE

2762

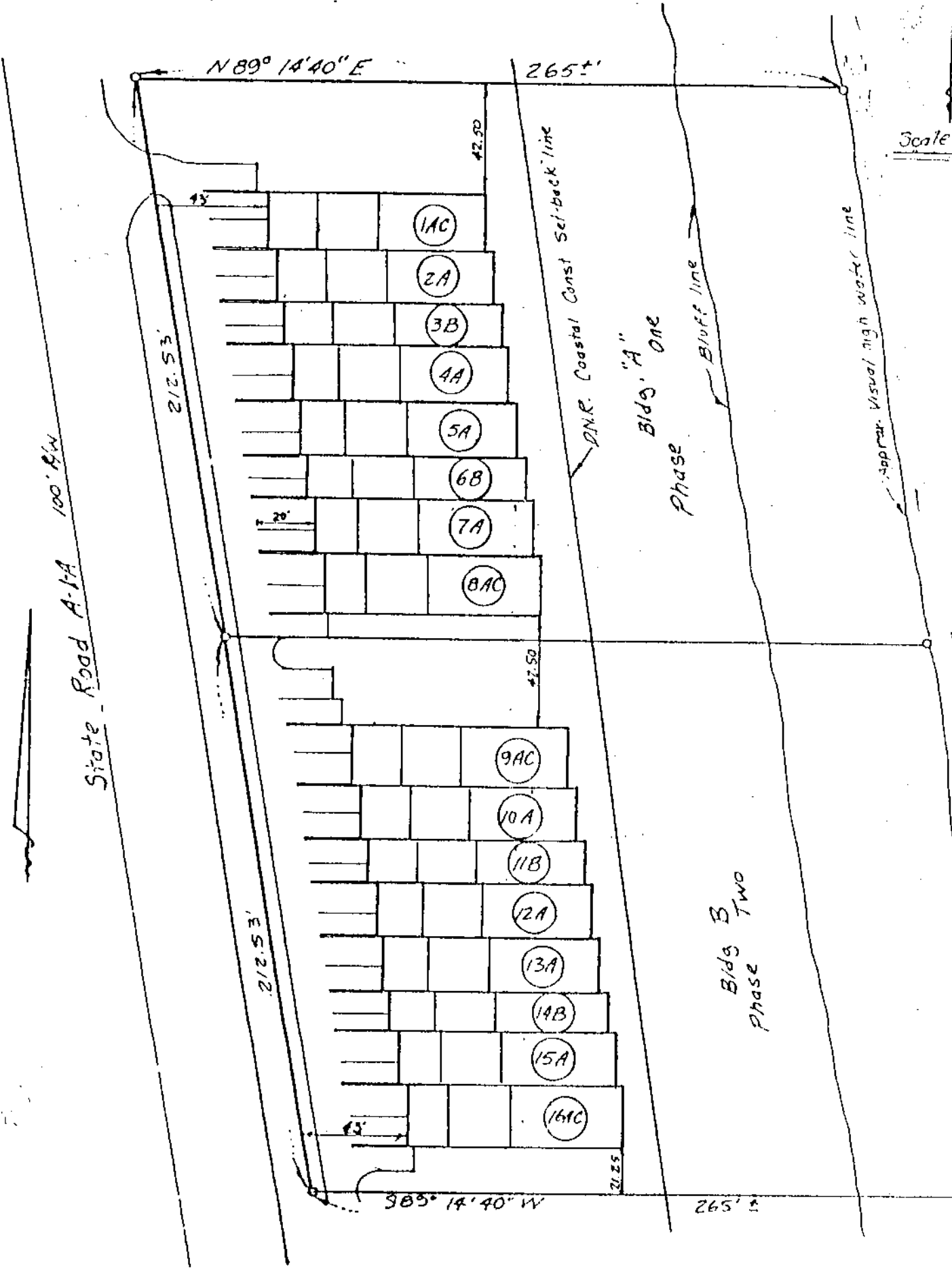
DRAINAGE EASEMENT TO LAS BAISAS SOUTH.

A PARCEL OF LAND IN GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE RUN  $50^{\circ}33'30''$ E ALONG THE WEST LINE OF SAID GOVERNMENT LOT 3 FOR 296.88 FEET; THENCE RUN  $N89^{\circ}14'40''$ E PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3 FOR 728.26 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD A-1-A, A 100 FOOT WIDE RIGHT OF WAY; THENCE RUN  $S9^{\circ}59'30''$ E ALONG SAID EASTERLY RIGHT OF WAY FOR 626.72 FEET; THENCE RUN  $N89^{\circ}14'40''$ E FOR 137.43 FEET; THENCE RUN  $N9^{\circ}39'36''$ M FOR 19.0 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE RUN  $N80^{\circ}00'30''$ E FOR 35.0 FEET; THENCE RUN  $S9^{\circ}59'30''$ E FOR 17.0 FEET; THENCE RUN  $S80^{\circ}00'30''$ M FOR 47.07 FEET; THENCE RUN  $S89^{\circ}14'40''$ M FOR 48.22 FEET; THENCE RUN  $N9^{\circ}59'30''$ M FOR 9.26 FEET; THENCE RUN  $N80^{\circ}00'30''$ E FOR 60.0 FEET TO THE POINT OF BEGINNING.

OFF. REC.  
2281

PAGE  
EXHIBIT "B" 2768

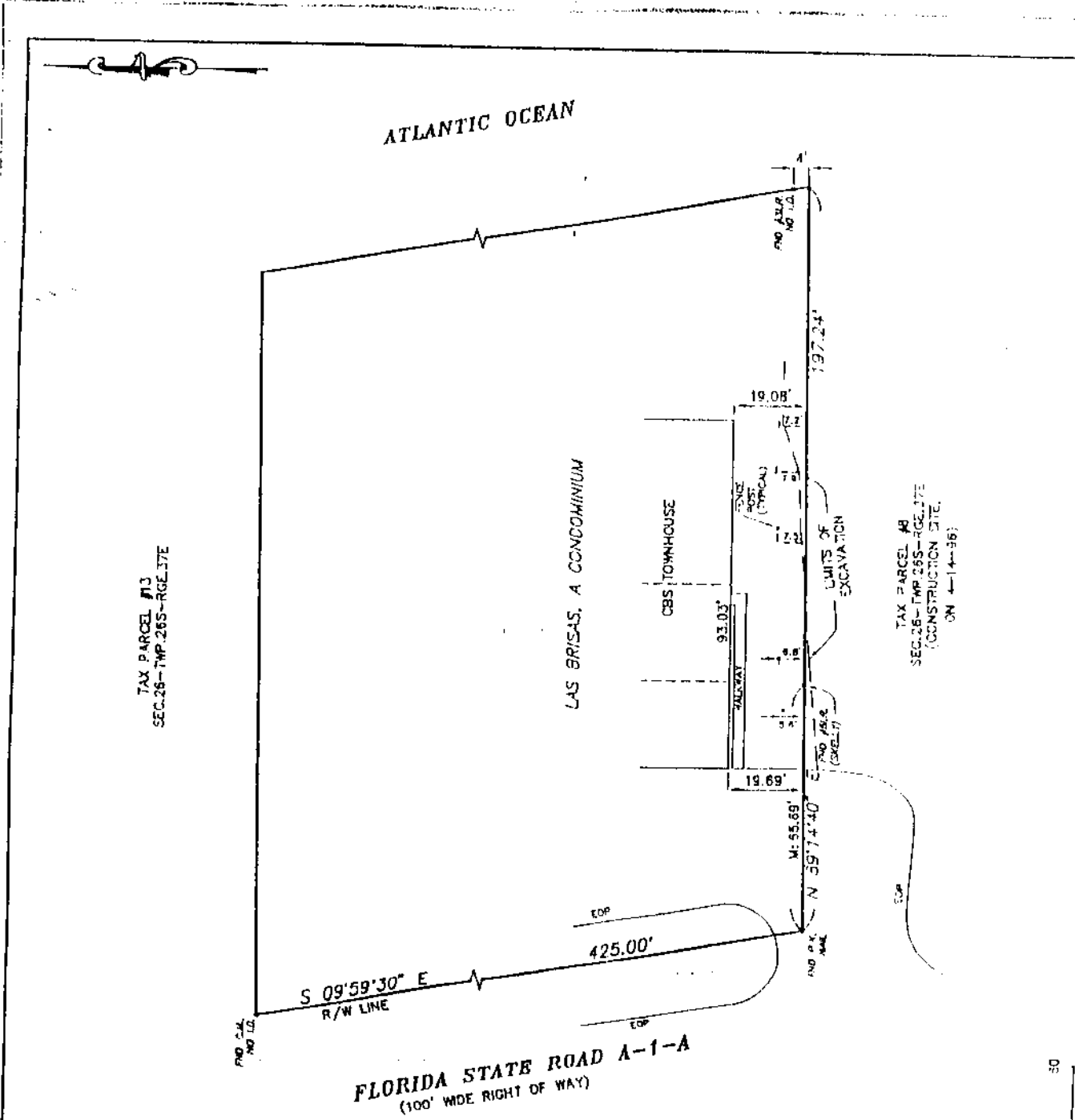
# LAS BRISAS, A CONDOMINIUM



**SURVEYOR'S NOTE:**

1. See sheet 2 of this exhibit for additional Surveyor's Notes.





TAX PARCEL #13  
SEC. 26-TMP. 26S-RGE. 37E

LAS BRISAS, A CONDOMINIUM

TAX PARCEL #8  
SEC. 26-TMP. 26S-RGE. 37E  
(CONSTRUCTION SITE)  
ON 4-14-96

FLORIDA STATE ROAD A-1-A  
(100' WIDE RIGHT OF WAY)

SYMBOL	DESCRIPTION	PAGE
BL	BRICK WALL	
CB	CONCRETE	
CE	CONCRETE BLOCK	
CL	CONCRETE CURB	
CM	CONCRETE MENT	
CP	CONCRETE POINT	
CS	CONCRETE SURFACE	
CT	CONCRETE TYPICAL	
CU	CURB	
CV	CONCRETE VERTICAL CURVE	
CA	CORNER	
CB	CONCRETE CORNER	
CC	CORNER MARKER	
CD	CONCRETE CORNER MARKER SET	
CE	CONCRETE CORNER MARKER SET	
CF	CONCRETE CORNER MARKER SET	
CG	CONCRETE CORNER MARKER SET	
CH	CONCRETE CORNER MARKER SET	
CI	CONCRETE CORNER MARKER SET	
CJ	CONCRETE CORNER MARKER SET	
CK	CONCRETE CORNER MARKER SET	
CL	CONCRETE CORNER MARKER SET	
CM	CONCRETE CORNER MARKER SET	
CN	CONCRETE CORNER MARKER SET	
CO	CONCRETE CORNER MARKER SET	
CP	CONCRETE CORNER MARKER SET	
CQ	CONCRETE CORNER MARKER SET	
CR	CONCRETE CORNER MARKER SET	
CS	CONCRETE CORNER MARKER SET	
CT	CONCRETE CORNER MARKER SET	
CU	CONCRETE CORNER MARKER SET	
CV	CONCRETE CORNER MARKER SET	
CW	CONCRETE CORNER MARKER SET	
CX	CONCRETE CORNER MARKER SET	

- NOTES:
1. THE LANDS SURVEYED ARE WITHIN FLOOD ZONE V AND VE PER FLOOD INSURANCE RATE MAP NO. 12000C, COMMUNITY 120022, PANEL D403 E, DATED JANUARY 5, 1984.
  2. BEARINGS REFER TO THE CENTERLINE OF S.R. A-1-A, AS DESCRIBED IN THE IN 02/18/2003-PAGE 1446.5 0859.30E
  3. THIS SURVEY WAS PREPARED FROM THE AVAILABLE DATA BASED ON THE DESCRIPTION PROVIDED BY THE CLIENT. THE UNDERSIGNED SURVEYOR DID NOT CONDUCT A TITLE SEARCH AND DID NOT RECEIVE AN ATTORNEY'S TITLE OPINION. LANDS DESCRIBED AND GRAPHICALLY SHOWN ON THIS SURVEY WERE NOT ABSTRACTED FOR ANY ENCUMBRANCES WHATSOEVER. ANY ENCUMBRANCE, RESTRICTIONS OR UNRECORDED RIGHTS OF ANY KIND, WHETHER OR NOT BEING RECORDED, AFFECTING THE LANDS SURVEYED, ARE THE RESPONSIBILITY OF THE CLIENT.
  4. THERE ARE NO ENCUMBRANCES, INTERESTS OR RESTRICTIONS AFFECTING THE LANDS SURVEYED.
  5. UNLESS SHOWN OTHERWISE, DIMENSIONS AND DIRECTIONS COMPUTED AND FIELD MEASUREMENTS ARE THE SAME AS SHOWN IN THE DESCRIPTION.
  6. ELEVATIONS REFER TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 TO THE BEST OF HIS KNOWLEDGE AND BELIEF. BASED ON FIELD SURVEY AND DOCUMENTARY EVIDENCE, AS PROVIDED TO THE SURVEYOR, THIS SURVEY AND SURVEY DRAWING IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
  7. THIS SURVEY WAS MADE EXCLUSIVELY FOR THE CLIENT NAMED UPON THIS DRAWING.
  8. THE SURVEYOR DOES NOT SELECT OR OBTAIN OWNERSHIP.
  9. THIS SURVEY WAS MADE FOR THE PURPOSES DESCRIBED AND SHALL BE USED FOR NO OTHER PURPOSES WHATSOEVER.
  10. THIS SURVEY AND SURVEY DRAWING IS THE PROPERTY OF THE SURVEYOR. ANY ADDITIONS TO OR ALTERATIONS OF THIS SURVEY AND DRAWING IS PROHIBITED. SUCH PROHIBITED ADDITIONS OR ALTERATIONS WILL MAKE THIS SURVEY, THE DRAWING AND SURVEYOR'S CERTIFICATION INVALID.
  11. THIS SURVEY IS VALID ONLY WITH THE EMBOSSED SEAL OF THE SURVEYOR.

DENES LAND SURVEY, INC.  
  
 GABRIEL DENES, PLS 905  
 STATE OF FLORIDA

