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OF
THE MERIDIAN, A CONDOMINIUM

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EXHIBIT 1 TO THE PROSPECTUS

DECLARATION OF CONDOMINIUM

OF

THE MERIDIAN, A CONDOMINIUM

MERIDIAN OF BREVARD LLC, a Florida Limited Liability Company, hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of Condominium Unit Ownership for THE MERIDIAN, A CONDOMINIUM, consisting of real property and improvements thereon as hereinafter described ("Condominium").

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 receiving and by acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, leasees, 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 situated in the County of Brevard, and State of Florida, which property is more particularly described as follows; to-wit:

SEE SHEET 6 OF EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE AND MADE A PART HEREOF FOR LEGAL DESCRIPTION
OF PHASE I

THE MERIDIAN, A CONDOMINIUM, is located at 6131 Messina Lane, Cocoa Beach, Florida 32931. The Condominium consists of one (1) building containing a total of thirty-six (36) residential units and other appurtenant improvements as hereinafter described. Building 1 is a five (5) story building containing thirty-six (36) units and thirty-six (36) enclosed garage parking spaces. In addition, there are sixty-six (66) parking spaces including five (5) handicapped parking spaces located on the Condominium Property. The enclosed garage parking spaces are located on the first floor of Building 1. Floors 2 through 5 inclusive, each contain nine (9) units per floor. There are four (4) Type "A" units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,629 square feet. There are sixteen (16) Type "B" units each of which has three (3) bedrooms, two (2) baths, a den/study and contains approximately 2,180 square feet. There are twelve (12) Type "C" units each of which has three (3) bedrooms, two (2) baths and contains approximately 2,180 square feet. There are four (4) Type "E" units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,570 square feet. All square footage measurements are provided by the architects using methods common to the industry. The square footage for units shown in Exhibit "A" was determined by the engineering firm. The graphic description of each floor is shown on Sheets 6 through 10 inclusive, of Exhibit "A" to the Declaration of Condominium. The Developer, MERIDIAN OF BREVARD LLC reserves the right to designate the garage parking spaces for the exclusive use of the unit owners, and upon such designation, the garages shall become limited common elements. For legal description, survey and plot plan of the Condominium see Exhibit A to the Declaration of Condominium. The Developer estimates Phase I of the Condominium will be completed on or before February 28, 2008. 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 THE MERIDIAN, A CONDOMINIUM, hereinafter referred to as the "condominium".

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 Unit Owners hereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and Articles of Incorporation of THE MERIDIAN CONDOMINIUM ASSOCIATION OF BREVARD, INC., a Florida corporation not for profit ("Association").

The definitions contained in the Florida Condominium Act shall be the definitions of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth.

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

- A. Attached hereto and made a part hereof, and marked Exhibit A consisting of 15 pages and Exhibit "B", consisting of 6 pages, are boundary surveys of the entire premises of which Phases I and II are a part, boundary surveys of each phase, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements in which units are located, and plot plans thereof, identifying the units, the common elements and the limited common elements, and their respective locations and dimensions.

Said surveys, graphic descriptions and plot plans were prepared by:

Allen Engineering, Inc.
 By: Robert M. Salmon
 Professional Land Surveyor
 No. 4262, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each unit is identified and designated by a specific number. No unit bears the same numerical designation as any other unit. The specific numbers identifying each unit are listed on Sheets 7 through 10 of Exhibit "A" attached to this Declaration of Condominium.

The units to be located on the lands described in Exhibit "B", contemplated as constituting all phases, are not substantially completed but are merely proposed. The time period within which the units in Phase One must be completed is within twenty-four (24) months from the date of recording this Declaration of Condominium. All phases must be added to the Condominium within seven (7) years from the date of recording of this Declaration of Condominium. The Developer is not obligated to construct any phases other than Phase I.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LANDS MAY BE ADDED TO THIS CONDOMINIUM.

Without the consent of any Unit Owner, the Developer, or its successor in title to all or any portion of Phase II shown on the plans referred to in the exhibits hereto, may at any time amend the Declaration so as to subject to the provisions of the Florida Condominium Act, all of said Phase II on which will be constructed the Phase II improvements identified in the exhibits hereto, and from and after the recording of such amendment or amendments, the Condominium shall include Phase II.

The above described Phases may be added to the Condominium in any order, in the Developer's sole discretion.

The Developer intends to construct a maximum of sixty-four (64) Condominium units if all phases are added to the Condominium.

The Developer, or any successor in title, shall have the right, prior to the execution and recording of the respective amendments, to change the size, layout and location, and to make non-material changes in the legal description of a phase. No amendment shall be effective until recorded in the Public Records of Brevard County.

BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS AND UNITS IN THE CONDOMINIUM.

See Article II, Page 4 of the Declaration of Condominium for description of the extent to which added residential buildings and units in Phase II may substantially differ from the buildings and units in Phase I.

The maximum and minimum number of buildings in Phase I is one (1) building

The residential buildings and units which may be added to the Condominium may be substantially different from the buildings and units in Phase I of the Condominium. The Developer may alter the size, location and layout of any unit in Phase II, inclusive of the Condominium. The minimum size of any unit will be 600 square feet excluding patios or balconies and the maximum size of any unit shall be 6,000 square feet excluding patios or balconies, in Phase II. The maximum number of residential buildings in any future phase is six (6) and the minimum number of residential buildings is one (1). Each of these buildings will contain a minimum of one (1) residential floor, although each building may contain more residential floors depending upon the number of units and the type of units the Developer may build. The Developer has no obligation to construct or add Phase II.

Initially, each Phase I unit owner will own an undivided one-thirty-sixth (1/36) share in the common elements. Assuming the phases are added in order, and each additional phase contains the maximum number of units permitted, the following statements will be correct. If Phase II is added, each unit owner in Phases I and II will own an undivided one sixty-fourth (1/64) share in the common elements.

Initially, there shall be a total of thirty-six (36) votes to be cast by the owners of the condominium units. Assuming all phases are added to the condominium, the phases are added in order, and the maximum number of units are added in each phase then the following statements will be true. If Phase II is added to the condominium, there shall be a total of sixty-four (64) votes to be cast by the owners of the condominium units. The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of the Declaration of Condominium. If Phase II is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph. The Developer reserves the right to expand the recreational facilities without the consent of the unit owners or the Association. Timeshare estates shall not be created with respect to units in any phase.

B. (1) The Developer does hereby establish and create for the benefit of Phase II and does hereby give, grant and convey to each and every individual and business, or other entity hereafter owning any portion of Phase II the following easements, licenses, rights and privileges as follows:

(a) Right-of-way for ingress and egress, by vehicle or on foot, in, to, upon over and under the streets, driveways and walks in Phase I (as shown on Sheet I of Exhibit "A" annexed hereto and as they may be built or relocated in the future), between the roadway bounding the Condominium and Phase II for all purposes for which streets, driveways and walks are commonly used, including the transportation of construction materials for use in Phase II and the Association shall maintain and repair all streets, driveways and walks in Phase I; and

(b) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase I, (as the same may be from time to time relocated) all of which shall be maintained and repaired by the Association.

(c) The right to make use of such recreational facilities that are located in Phase I non-exclusively with the owners from time to time of Phase I, or any parts thereof, their tenants, and the immediate families of such tenants and their guests, who are residents in occupancy of units in Phase I.

(2) The easements, licenses, rights and privileges established, created and granted by the provisions of this subparagraph B, shall be for the benefit of and restricted solely to the owners from time to time of Phase II or any part thereof, their tenants, and the immediate families of such tenants and their guests who are residents in occupancy of units in Phase II for the duration of their tenancies; but the same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of Phase I other than the driveways, walks, parking spaces, utility and drainage lines, sewers, conduits, wires, pipes and conduits.

(3) The Phase I Unit Owner, and each of them, for themselves, their heirs, administrators, executors, successors and assigns, (and/or the Association) shall through the Association, maintain and repair, at their sole cost and expense, those portions of Phase I which are subject to the easements, licenses, rights and privileges described in this subparagraph B to the Declaration.

C. (1) The Developer does hereby establish and create, and does hereby give, grant and convey to each and every individual and business, or other entity hereafter owning any portion of Phase I, those easements, licenses, rights and privileges, as are applicable to Phases I and II follows:

(a) As appurtenant to and benefitting Phase I.

(i) Right-of-way for ingress and egress, by vehicle or on foot in, to, upon, over and under the streets, driveways and walks in Phase II when constructed (and as they may be built or relocated in the future), for all purposes for which streets, driveways and walks are commonly used; and

(ii) Rights to connect with, make use of underground utility lines, pipes, conduits, sewers and drainage lines which may from time to time exist in Phase II, (as the same may be from time to time relocated); and

The Association shall maintain and repair the streets, driveways, walks, underground utility lines, pipes, conduits, sewers, drainage lines and the recreational facilities located in the common elements. The owners of phase land not added to the Condominium shall have a right to enforce the duty of the Association to maintain and repair such facilities as described herein.

(2) Unless and until Phase II has been added to the Condominium, the Developer or any successor in title to Phase I, shall have the right to charge owners of Phase II a fair and equitable fee to be shared with the owners of Phase I until Phase II is added to the Condominium, if ever, for the cost of maintaining and keeping in good order, condition and repair those recreational facilities as have been constructed in Phase I. The owner of any phase land not submitted to Condominium not paying the fee when due shall lose the privilege of using the recreational facilities until his account is brought current. This paragraph shall not apply to any Condominium Unit Owner who may not be denied the

privilege of using the recreational facilities for failure to pay maintenance fees under the Florida Condominium Act.

(3) The easements, licenses, rights and privileges established, created and granted by Developer pursuant to the provisions of this subparagraph C shall be for the benefit of, and restricted solely to, the owners from time to time of each of the phases so benefitted, or any parts thereof, their tenants, and the immediate families of such tenants and their guests, who are residents in occupancy of units in each of the phases so benefitted, for the duration of their tenancies, but the same is not intended, nor shall it be construed as creating any rights in or for the benefit of the general public or any rights in or to any portion of each Phase other than as hereinabove provided in this subparagraph C.

- D. In the event of a taking under the power of eminent domain of all or any part of Phases I and II, that portion of the award attributable to the value of any land within the phase so taken shall be payable only to the owner or owners in fee thereof, and no claim thereon shall be made by the owners of any phase, or parts thereof, not so taken, provided, however, the owners of any phase, or parts thereof, not so taken may file collateral claims with the condemning authority, over and above the value of the land in any phase so taken, to the extent of any damage suffered by a phase not taken resulting from the loss of the easements, licenses, rights and privileges so taken; and provided further, however, that the owners of the phase so taken, to the maximum extent possible, shall promptly repair and restore the remaining portion of the phase so taken and affected by said easements, licenses, rights and privileges as nearly as practicable to the condition they were in immediately prior to such taking and without contribution from the owners of those phases not so taken, but if the net proceeds of such award are insufficient to pay the costs of such restoration and repair, the owner or owners of the phases not so taken shall contribute the new awards, if any, received by them to the extent necessary to make up such deficiency. The easements, licenses, rights and privileges affecting the land in those phases made subject to a taking shall remain in full force and effect on the remaining portion of the phase, as repaired and restored. The provisions of this subparagraph D do not control, and shall be wholly inapplicable to, the rights of any Unit Owners in any phase that has been added to the Condominium by amendment to the Declaration.
- E. Each of the easements, covenants, restrictions, benefits and obligations hereunder shall be perpetual and run with the land. The provisions of this Article II may not be abrogated, modified or rescinded in whole or in part other than with the consent of the owner or owners of Phase I and II, and of all mortgagees under any mortgages covering all or any part of Phases I and II evidenced by a declaration in writing, executed and acknowledged by all said owners and mortgagees and duly recorded in the Public Records of Brevard County. However, in the event all phases shall be included in the Condominium, the provisions of subparagraphs B, C and D of this Article II shall become null and void, just as if never entered into and without the necessity for the execution of any further documents, whereupon the common elements of the Condominium shall expressly include within its meaning, in addition to the items as listed in the Florida Condominium Act and those items heretofore set forth in this Declaration, non-exclusive cross-easements for ingress, egress, and the installation and maintenance, repair and replacement of all utility and drainage lines serving any of the units of the Condominium, but the provisions contained in subparagraph A of this Article II shall not be so rendered null and void, and, to the extent applicable, shall remain in full force and effect.

III**OWNERSHIP OF UNITS AND APPURTENANT
SHARE IN COMMON ELEMENTS AND COMMON
SURPLUS, AND SHARE OF COMMON EXPENSES**

Each unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each unit shall own, as an appurtenance to the ownership of each said unit, an undivided one thirty-sixth (1/36) share of all common elements of the Condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units. The space within any of the units and common elements shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separate from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one thirty-sixth (1/36) interest in all common elements of the Condominium.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida as it exists now or hereafter until this Condominium unit 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 elements subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any Condominium units owned by the Developer in order that the said units may be used together as one (1) integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over streets, walks, terraces and other common elements 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 complex, to the use and enjoyment of all public portions of the buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common elements.

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 buildings, 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 elements shall be subject to a perpetual easement in gross granted to the Association, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein. The Association shall have the right to grant utility easements under, through or over the common elements and such other easements as the Board, in its sole discretion, shall decide. The consent of the Unit Owners to the granting of any such easement shall not be required.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each such Unit Owner's share of the ownership of the common elements, that is one thirty-sixth (1/36).

IV

UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The units of the Condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the units. The boundaries of the units are more specifically shown in Exhibit "A", attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units, while the upper and lower boundaries of the units, relating to the elevations of the units, are shown in notes on said plan. "Unit" means a part of the Condominium Property which is subject to exclusive ownership. A unit in this Condominium shall mean a unit which has been substantially completed as evidenced by the issuance of a Certificate of Occupancy or its equivalent by the appropriate governmental agency.

There are limited common elements appurtenant to each of the units in this Condominium, as shown and reflected by the floor and plot 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 an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant. In addition, there are thirty-six (36) enclosed garage parking spaces as shown on Sheet 6 of Exhibit "A". These enclosed garage parking spaces are common elements for which the Developer reserves the right to designate the unit which shall be entitled to exclusive use of the garage parking spaces. After such designation, the enclosed garage parking spaces shall be appurtenant to the unit and shall become a limited common element. The developer may charge a fee for the assignment of these garage parking spaces in its sole discretion.

Unit owners have the right to transfer enclosed garage parking spaces to other units or unit owners pursuant to Section 718.106(2)(b), Florida Statutes. Any transfer of enclosed garage parking spaces shall be subject to rules promulgated by the Association.

Any air conditioning and/or heating equipment which exclusively services a Unit shall be a Limited Common Element appurtenant to the Unit it services.

The common elements of the Condominium unit consist of all of the real property, improvements and facilities of the Condominium other than the units and the limited common elements as the same are hereinabove defined, and shall include easements through the units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units, limited common elements and common elements and easements of support in every portion of a unit 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 units.

There are located on the common elements of the Condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas.

V.

ADMINISTRATION OF CONDOMINIUM BY THE MERIDIAN CONDOMINIUM ASSOCIATION OF BREVARD, INC.

The operation and management of the Condominium shall be administered by the Association.

The Association shall make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the items set forth in Section 718.111.(12), Florida Statutes. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the Condominium, and the most

recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

The Association, upon written request from any institutional lenders which have an interest or prospective interest in the Condominium, shall furnish within a reasonable time the financial report of the Association required by Section 718.111(13), Florida Statutes, for the immediately preceding fiscal year.

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, Articles of Incorporation and By-Laws of the Association. True and correct copies of the Articles of Incorporation and the By-Laws are attached hereto, made a part hereof, and marked Exhibit C and Exhibit D, respectively.

VI.

MEMBERSHIP AND VOTING RIGHTS

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

There shall be a total of thirty-six (36) votes to be cast by the owners of the Condominium units. Such votes shall be apportioned and cast as follows: The owner of each Condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a Condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) 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 Association shall be controlled and governed by the Board of Administration of the Association who are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each director shall be the owner of a Condominium unit (or a partial owner of a Condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a limited liability company, corporation, or other legal entity, including the Developer, any authorized member of a limited liability company, duly elected officer or officers of an owner corporation or authorized member of any other legal entity may be elected a director or directors).

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 in a Condominium that will be operated ultimately by an Association, the Unit Owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association: (a) three years (3) after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of

business, or (e) seven years after recordation of the Declaration of Condominium, or in the case of an association which may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or in the case of an association operating a phase Condominium created pursuant to Section 718.403, Florida Statutes, seven years after recordation of the declaration creating the initial phase, whichever shall occur first. The Developer is entitled to elect or appoint at least one member of the Board of Administration of an association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other Unit Owner except for purposes of re-acquiring control of the Association or selecting the majority members of the Board of Administration.

The Developer reserves the right to transfer control of the Association to Unit Owners other than the Developer at any time, in its sole discretion. The Unit Owners shall take control of the Association if the Developer so elects prior to the time stated in the above schedule.

VII.

COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall propose annual budgets in advance 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, but not be limited to, the estimated amounts necessary for maintenance and operation of common elements and limited common elements, landscaping, streets and walkways, office expenses, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. 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. Each Unit Owner shall be liable for the payment to the Association of one thirty-sixth (1/36) of the common expenses as determined in said budget.

Common expenses include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expense by the Condominium Act, the Declaration, the Articles of Incorporation, or the By-Laws of the Association. Common expenses also include reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications and security services, which are reasonably related to the general benefit of the Unit Owners, even if such expenses do not attach to the common elements or property of the Condominium. However, such common expenses must either have been services or items provided from the date the control of the Board of Administration of the Association was transferred from the Developer to the Unit Owners or must be services or items provided for in the Condominium documents or By-Laws.

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

Each initial Unit Owner other than the Developer shall pay at closing a contribution in an amount at least equal to two monthly assessments for common expenses to the Condominium Working Capital Fund. The present monthly assessment is \$532 per month, therefore, the contribution is \$1064. This contribution shall not be credited as advance maintenance payments for the unit.

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 in excess of one thousand dollars (\$1,000) 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 a majority of the units in the Condominium.

The specific purpose or purposes of any special assessment approved in accordance with the Condominium documents shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the Board, either be returned to the Unit Owners or applied as a credit towards future assessments.

The liability for any assessment or portion thereof may not be avoided by a Unit Owner or waived by reason of such Unit Owner's waiver of the use and enjoyment of any of the common elements of the Condominium or by abandonment of the unit for which the assessments are made.

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

Assessments and installments on them that are unpaid for over thirty (30) days after due date shall bear interest at the maximum rate permitted by law per annum from the due date until paid. If a payment is more than ten (10) days late, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in Chapter 687 or Section 718.303(3), Florida Statutes.

The Association has a lien on each Condominium parcel for any unpaid assessments, regular or special, together with interest and for reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment and for enforcement of the lien as applicable. Except as set forth below, the lien shall be effective from and shall relate back to the recording of the original Declaration of Condominium. In the case of a lien on a parcel located in a phase Condominium created pursuant to Section 718.403, Florida Statutes, the lien is effective from and shall relate back to the recording of the Declaration or amendment thereto creating the parcel. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records in the county in which the Condominium Parcel is located and shall state the description of the Condominium Parcel, the name of the record owner, the amount due, the due dates, and the name and address of the Association which is The Meridian Condominium Association of Brevard, Inc., 1000 Shorewood Drive, Suite 200, Cape Canaveral, Florida 32920. No such lien shall continue for a longer period than one year after the claim of lien has been recorded unless, within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. A claim of lien must be signed and acknowledged by an officer or agent of the association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. 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: THE MERIDIAN CONDOMINIUM ASSOCIATION OF BREVARD, INC.
1000 Shorewood Drive, Suite 200
Cape Canaveral, FL 32920

You are notified that the undersigned contests the claim of lien filed by you on _____, 20____, 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 ninety (90) days from the date of service of this notice.

Executed this ___ day of _____, 20__.

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. However, the ninety (90) days period shall be extended for any length of time that the Association is prevented from filing its action because an automatic stay resulting from the filing of a bankruptcy petition by the unit owner or by any other person claiming an interest in the parcel.

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage on 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. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or any action to recover a money judgment for unpaid assessments.

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 or registered mail, return receipt requested, addressed to the Unit Owner at his last known address; and upon such mailing, the notice shall be deemed to have been given, and the court shall 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 above. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the Condominium unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the Unit Owner.

If the Unit Owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action.

The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

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, regular or special, coming due during the period of such ownership.

Within fifteen (15) days after request by a Unit Owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his 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 Unit Owners nor the association shall interfere with the sale of such units.

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.

In addition the Association may accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the first mortgagee's receipt of the deed. However, the first mortgagee's liability is limited to a period not exceeding six (6) months, but in no event does the first mortgagee's liability exceed one percent of the original mortgage debt if the first mortgagee is joined by the Association as a defendant in the foreclosure action. The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. In no event shall the mortgagee be liable for more than six (6) months of the unit's owner's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or one (1%) percent of the original mortgage debt, whichever amount is less.

VIII

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

A. Type and Scope of Insurance Coverage Required

1. Insurance for Fire and Other Perils

The Association shall obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the common elements and limited common elements, (except land, foundation and excavation costs) including fixtures, to the extent they are part of the common elements of the Condominium,

building service equipment and supplies, and other common personal property belonging to the Association. All references herein to a "master" or "blanket" type policy of property insurance shall denote single entity Condominium insurance coverage. Every hazard insurance policy issued or renewed to protect the Condominium shall provide primary coverage for: 1) All portions of the Condominium property located outside the units; and 2) Condominium property located inside the units as such property was initially installed or replacements thereof like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed; and (3) all portions of the Condominium property for which the Declaration of Condominium requires coverage by the Association. Anything to the contrary notwithstanding, the terms "Condominium property" "building", "improvements" "insurable improvements" "common elements" "Association property", or any other terms found in the Declaration of Condominium which defines the scope of property or casualty insurance that a Condominium Association must obtain shall exclude all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that serve only an individual unit, whether or not located within the unit boundaries. Every hazard insurance policy issued or renewed to an individual Unit Owner shall provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property. Each insurance policy issued to an individual Unit Owner providing such coverage shall be without rights of subrogation against the Condominium Association which operates the Condominium in which such Unit Owner's unit is located. All real or personal property which is excluded from the coverage to be provided by the Association as set forth above shall be insured by the individual Unit Owner. With respect to the coverage provided for by this paragraph by the Association, the Unit Owners shall be considered additional insureds under the policy. The Unit Owners are responsible to provide their own property insurance coverage for all property that they are required to maintain, repair or replace as provided in Article IX A and B hereof and for all contents within the units and all Unit Owners shall bear the risk of all loss and/or damage to all such property.

This coverage applies to the Unit Owner's real property, which is the Unit. Coverage is provided on a named perils basis and is separated into four (4) categories.

The first category includes additions and alterations that are part of the building and contained within the Unit such as built-in appliances and cabinets, electrical fixtures and similar items of this nature.

The second category relates to items of real property that pertain exclusively to the Unit such as exterior glass or potted plants that may be located on a patio or balcony that is part of the Unit.

The third category includes property that is the responsibility of the Unit Owner to insure under the Declaration of Condominium. Insurance for this category of property provides coverage for any portion of the common elements of the building that the Declaration of Condominium states is the insurance responsibility of the Unit Owner.

The final category of property relates to structures owned solely by the Unit Owner but are not a part of the Unit. The category could include a private garage that was not attached to the Unit but located elsewhere in the Condominium complex.

Personal property coverage applies to the personal property of the Unit Owner. The limit of insurance is selected by the unit Owner. The Unit owner's personal property may include such items as furniture, clothing, television and stereo equipment, books, compact discs and tapes. It could also include any items not considered part of the building structure.

If the "Master" policy of the Association is written on a bare walls basis, then the Unit Owner shall provide coverage for the entire interior of the Unit.

The "master" policy shall be in an amount equal to one hundred (100%) percent of current replacement cost of the Condominium, including the building but exclusive of land, foundation, excavation and other items normally excluded from coverage, if available.

The policies may also be issued in the name of an authorized representative of the Association, including any insurance trustee with whom the Association has entered into an insurance trust agreement, or any successor trustee, as insured, for the use and benefit of the individual owners. Loss payable shall be in favor of the Association or insurance trustee, as a trustee, for each Unit Owner and each such owner's mortgagee. The Association or insurance trustee, if any, shall hold any proceeds of insurance in trust for Unit Owners and their first mortgage holders, as their interests may appear. Each Unit Owner and each Unit Owner's mortgagee, if any, shall be beneficiaries of the policy in the fraction of common ownership set forth in this Declaration. Certificates of insurance shall be issued to each Unit Owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by private institutional mortgage investors in the Brevard County area and shall name any holder of first mortgages on units within the Condominium. Such policies shall provide that they may not be canceled or substantially modified, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

Policies are unacceptable where: (i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against borrowers, FEDERAL HOME LOAN MORTGAGE CORPORATION, hereinafter referred to as FHLMC, FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter referred to as FNMA, or the designee of FHLMC or FNMA; or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

The policies shall also provide for the following: recognition of any insurance trust agreement; a waiver of the right of subrogation against Unit Owners individually; that the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such owners collectively; and that the policy is primary in the event the Unit Owner has other insurance covering the same loss.

The insurance policy shall afford, as a minimum, protection against the following:

- (a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and
- (b) in the event the Condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than \$50,000.00 per accident per location (or such greater amount as deemed prudent based on the nature of the property); and
- (c) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement.

The Association shall provide, on an individual case basis, if required by the holder of first mortgages on individual units, construction code endorsements (such as a demolition cost endorsement, a contingent liability from operation of building laws endorsement and an

increased cost of construction endorsement) if the Condominium is subject to a construction code provision which would become operative and require changes to undamaged portions of the building(s), thereby imposing significant costs in the event of partial destruction of the Condominium by an insured hazard.

2. Liability Insurance

The Association shall maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, and public ways of the Condominium project. Coverage limits shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association, if available at a reasonable cost. Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any unit in the Condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. The Association shall provide, if required by the holder of first mortgages on individual units, such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including but not limited to, host liquor liability, employers liability insurance, contractual and all written contract insurance, and comprehensive automobile liability insurance. The Association's liability insurance policies do not provide coverage for the units. Each Unit Owner shall be responsible for purchasing liability insurance for their units.

3. Flood Insurance

If the Condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, as follows:

The lesser of: (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the Condominium to the extent that such buildings and other insurable property are within an area having special flood hazards; or (b) one hundred (100%) percent of current "replacement cost" of all buildings and other insurable property within such area.

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator.

4. Fidelity Bonds

Blanket fidelity bonds shall be maintained by the Association for all officers, directors, and employees of the Association and all other persons who control or disburse funds of the Association. If a management agent has the responsibility for handling or administering funds of the Association, the Association shall obtain and maintain adequate fidelity bond coverage for the management company, its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums of all bonds required herein, shall be paid by the Association as a common expense subject to

reimbursement by the management company. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, insurance trustee and the Federal National Mortgage Association, if applicable. Under no circumstances shall the principal sum of the bonds be less than the amount required by Section 718.111(11)(d), Florida Statutes.

5. Errors and Omissions Insurance

The Association shall obtain and maintain for the benefit of the Officers and Directors of the Association a policy or policies of insurance insuring the Association, its officers and directors against liability resulting from the errors and/or omissions of the officers and/or directors in the amount of no less than \$1,000,000.00. Said policy shall also contain an extended reporting period endorsement (a tail) for a two (2) year period.

6. Insurance Trustees; Power of Attorney

The Association may name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee (each of whom shall be referred to herein as "insurance trustee"), who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose.

Each Unit Owner by acceptance of a deed conveying a unit in the Condominium to the Unit Owner hereby appoints the Association, or any insurance trustee or substitute insurance trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

7. Qualifications of Insurance Carriers

The Association shall use generally acceptable insurance carriers. Only those carriers meeting the specific requirements regarding the qualifications of insurance carriers as set forth in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplements and the FILMC Sellers Guide shall be used.

8. Condemnation and Total or Partial Loss or Destruction

The Association shall represent the Unit Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority. Each Unit Owner hereby appoints the Association as attorney-in-fact for such purpose.

The Association may appoint a trustee to act on behalf of the Unit Owners, in carrying out the above functions, in lieu of the Association.

In the event of a taking or acquisition of part or all of the common elements by a Condominium authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for the Unit Owners and their first mortgage holders as their interests may appear.

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 (10%) percent 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.

In the event the Association chooses not to appoint an insurance trustee, 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 units in the Condominium, which proceeds shall be held in a construction fund to provide for the payment for all work, labor and materials to be furnished for the reconstruction, restoration and repair of the Condominium Property which means the lands, leaseholds and personal property that are subjected to Condominium ownership and all improvements thereon. 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 therefor, shall be paid over to the Association and held for, and/or distributed to the Unit Owners in proportion to each Unit 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 Unit 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 units, 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 interests 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 Association prior to 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: (1) obtaining a construction loan from other sources; (2) obtaining 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 unit, unless an appropriate amendment be made to this Declaration.

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 a unit, shall be entitled to receive that portion of the insurance proceeds apportioned to said unit in the same share as the share in the common elements appurtenant to said unit.

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 a majority of the units 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 units.

IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

- A. Each Unit 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 their unit and which may now or hereafter be affixed or contained within their unit. Such owner shall further be responsible for maintenance, repair and replacement of all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops and window treatments including curtains, drapes, blinds, hardware and similar window treatment components or replacements or any of the foregoing which are located within the boundaries of a unit and serve only one (1) unit and all air conditioning, compressors that service only an individual unit whether or not located within the unit boundaries and painting, decorating and furnishings and all other accessories which such Unit Owner may desire to place or maintain therein or any replacement thereof. Unit Owners are responsible for the maintenance, including cleaning, repair or replacement of windows and any screening thereon, screen doors and fixed and sliding glass doors. Air conditioning and heating equipment servicing individual units is a limited common element appurtenant to such units. The maintenance, repair or replacement of the interior surfaces of the garages, any floor coverings on the exterior surface of the balconies or patios installed by owner and permitted by the Association and any storm protection shutters installed by the Developer or owner as provided herein shall be the responsibility of the Unit Owner at their expense.
- B. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, sprinkler systems, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, including artesian wells, pumps and piping. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, shall also be the Association's responsibility. Sliding glass doors, screen doors, storm protection shutters on balconies or patios and windows, windows and screens on windows, shall not be the Association's responsibility, but shall be the responsibility of the Unit Owner. Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage. In addition to the foregoing obligations of the Association, the Developer has provided a maintenance manual to the Association which contains a checklist for maintenance of the common elements. There is a six (6') foot masonry wall located on the Condominium property at the eastern end of Meridian Drive and the entrance to the Condominium property. The Association shall be responsible for the maintenance, repair and replacement of the six (6') foot masonry wall at its expense.

- C. Where loss, damage or destruction is sustained by casualty to any part of the building, and such loss, damage or destruction is insured for such casualty under the terms of the Association'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 Unit Owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a Unit Owner's responsibility to maintain.

No Unit Owner shall do anything within his unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the Association property or Condominium Property which is to be maintained by the Association.

- D. In the event owners of a unit 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 of equity to seek compliance with the provisions hereof. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to a unit or units. Unit Owners shall provide the Association with a copy of all keys to their unit. The Association shall maintain the keys to the units in a safe secure location that is accessible only to the Board of Directors or their designee.

Maintenance of the common elements is the responsibility of the Association. All limited common elements shall be maintained by the Association except for air conditioning and heating equipment servicing individual units, the interior surfaces of the garages and any permitted floor coverings on balconies or patios. In the event the Association shall grant an owner permission to cover the exterior surface of the balcony floors then, in the event the floor covering is damaged or destroyed by the Association in making repairs to the balconies or patios it shall be the responsibility of the owner and not the Association to pay for the repair or replacement of the floor covering. The owner of the unit to which a garage is appurtenant shall pay the expenses of maintaining, repairing or replacing the doors, remote control units and devises, and the interior walls of the garage. If the record owner of the unit has been granted permission to install a DSS Satellite Dish which has a maximum diameter of eighteen (18) inches and can be mounted or affixed to the Condominium building at a location approved by the Association in writing, in advance of the installation, then the record owner of each such unit shall bear the costs and shall be responsible for the maintenance, repair and replacement, of the satellite dish. The Unit Owner shall maintain the air conditioning and heating equipment servicing his unit, and the DSS satellite dish, at the Unit Owner's expense.

- E. 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 common elements and limited common elements and may join with other Condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.
- F. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc., at any time without the written consent of the Association.

X

USE RESTRICTIONS

- A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests and invitees. Each unit is restricted to no more than six (6) occupants, without the Association's consent. There are no restrictions upon children.

- B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. The minimum rental period is ninety (90) days and the maximum rental period is unrestricted which minimum and maximum rental periods shall not be amended without the approval of at least eighty (80%) percent of the Unit Owners in the Condominium (i.e. at least twenty-nine (29) of the thirty-six (36) Phase I Unit Owners must vote for the modification or amendment) at a duly called meeting of the Association for the purpose of amending the rental restrictions. No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a Unit Owner. Time sharing of units is prohibited. Ownership of a unit on a monthly or weekly time sharing program is prohibited. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association and shall be approved by the Association, in its sole discretion.
- C. No nuisances shall be allowed to be committed or maintained upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his unit or use of the common elements that will increase the cost of insurance upon the Condominium Property.
- D. No immoral, improper, or offensive use shall be made of the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.
- E. Reasonable rules and regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and By-Laws.
- F. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units.
- G. No sign, advertisement or notice of any type shall be shown on the common elements or any unit. This restriction on signs, advertising and notices shall not apply to the Developer. No exterior antennas or aerials shall be erected on the Condominium Property. The Developer or the Association after transfer of control of the Association to Unit Owners other than the Developer, may grant permission to record Unit Owners to install DSS satellite dishes which are approximately eighteen (18) inches in diameter. The Developer or the Association after turnover may grant written permission to the record Unit Owner and, if granted, shall designate the location of the DSS satellite dish in writing prior to the installation of the satellite dish. The record Unit Owner shall be responsible for all costs related to the installation, maintenance, repair and replacement of the DSS satellite dish and shall indemnify, defend and hold the Association harmless therefor. Upon the sale of the unit by the record owner of the unit the DSS satellite dish may be removed, at the owner's expense, or it may be transferred to the purchaser as part of the sale and purchase. In the event the DSS satellite dish is not removed by the record Unit Owner at closing then, by acceptance of the deed of conveyance by the purchaser, the purchaser shall be deemed to have assumed the responsibility for the maintenance, repair and replacement of the DSS satellite dish, together with the costs and expenses thereof, including the obligation to indemnify, defend and hold the Association harmless therefor. The installation of the DSS satellite dish does not relieve the Unit Owner from payment of the fee for the installed cable television connection provided by the Association as part of the Association's common expenses. This provision shall be deemed a covenant running with the land and shall be binding upon each successive owner of any Condominium unit utilizing a DSS satellite dish.

- H. An owner shall not place or cause to be placed in the walkways or in or on any other common elements and facilities, stairs, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a Unit Owner to place small potted plants or small decorative items near the front doors of the unit so long as the potted plants or decorative items do not protrude into or block access to the common walkways. The Association reserves the right to restrict or prohibit the placement of potted plants or decorative items on the common elements.
- I. It is prohibited to hang garments, rugs, etc., from the windows, patios, balconies or from any of the facades of the buildings. Any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags.
- J. It is prohibited to dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of the building.
- K. There are no special parking or storage facilities located on the Condominium Property. No boats, utility trailers, recreational vehicles or special purpose vehicles shall be parked on the Condominium Property. No motorhome, trailer, camper, watercraft, or commercial vehicle may be parked on the Condominium Property. Any vehicle with visible advertising on the vehicle may be deemed a commercial vehicle, in the sole discretion of the Board of Administration. However, trucks with one (1) ton capacity or less and sport utility vehicles will not be deemed to be commercial vehicles unless the Board of Administration deems the vehicle to be a commercial vehicle as set forth above. Any vehicle may be temporarily parked on the streets when loading and unloading. Prior written approval of the Association to temporarily park a commercial vehicle is required and may not exceed four (4) forty-eight (48) hour periods in any year. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the Condominium Property. There shall be no repair, except emergency repair, performed on any permitted motor vehicle on the Condominium Property. It is acknowledged and agreed by all Unit Owners that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other Owners in this Condominium and that levying of fines by the Association for violations is appropriate. See Article XXVI Fines for procedures for levying fines by the Association. No parking space shall be used by any other person other than an occupant of the Condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. All owners and residents of the Condominium are restricted to two (2) permitted vehicles per unit without the Association's consent to bring additional vehicles on the premises. All vehicles shall be parked in the open parking spaces or garages except when loading or unloading vehicles. Storage is permitted in the enclosed garages provided it does not prevent the use of the enclosed garages by an authorized motor vehicle. The enclosed garages are not air-conditioned. As a result mildew and rust may form on any items placed or stored in the enclosed garages. The Unit Owner shall be responsible for any damage caused to stored items by mildew or rust and the Unit Owner hereby releases Developer, its Contractor and/or its Subcontractors and the Association of any and all liability for same.
- L. Until the Developer has closed the sales of all of the units in the Condominium, neither the other Unit Owners nor the Association shall interfere with the sale of such units. 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 units, the showing of the property, and the display of signs. The Developer may not be restricted in the use of the other common elements or areas.

M. Two household pets not exceeding thirty-five (35) pounds each which shall mean cats or dogs unless otherwise approved by the Board of Administration shall be allowed to be kept in the owner's unit. All pets must be kept on a leash when outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance. Notwithstanding any provision to the contrary contained herein, certified guide dogs, service animals and signal dogs (as defined herein below) (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Condominium subject to the following restrictions:

- i such specially trained animals shall not be kept, bred, or used at the Condominium for any commercial purpose; and
- ii such specially trained animals shall be on a leash while on the common elements.

Any pet as described above and any specially trained animal causing a nuisance or unreasonable disturbance to any other occupant of the Condominium shall be promptly and permanently removed from the Condominium upon notice given by the Board or Managing Agent; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants at the Condominium. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of such pets and specially trained animals as the circumstances may then require or the Board may deem advisable.

The term "guide dog" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and a rigid handle grasped by the person".

The term "service animal" shall mean "any animal that is trained to provide those life activities limited by the disability of the person".

The term "signal dog" shall mean "any dog that is trained to alert a deaf person to intruders or sounds".

N. No Unit Owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds. A Unit Owner shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables and furnishings and potted plants. Charcoal grills are prohibited.

O. When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest. Nothing in this subsection shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association property and common elements otherwise readily available for use generally by Unit Owners.

P. All garage doors shall be kept closed at all times except when parking or removing cars from the garage.

- Q. All electric lights shall be turned off when the garage parking space is not occupied and all garage doors shall be kept closed at all times except when parking or removing cars from the garage.
- R. The Association reserves the right to levy a charge to any Unit Owner using the enclosed parking garage to store appliances, dehumidifiers, table saws or any other type of devices that use electricity.
- S. No Unit Owner shall make any changes to the existing landscaping of the Condominium without the Association's prior written consent.
- T. Carpeting of any type on individual unit balconies or patios or walkways is prohibited and the Association shall not grant permission to install carpet on the individual unit balconies or patios.

XI

LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY UNIT

No owner of a unit shall make any structural modifications or alterations of the unit. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the buildings or garages, including painting or other decoration, the installation of awnings, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the buildings or garages; further, no owner shall in any manner change the appearance of any portion of the buildings or garages not wholly within the boundaries of the unit or garages. The Association has adopted storm protection shutter specifications for each building which include color, style and other factors deemed relevant by the Board and will permit the installation of storm protection shutters for the balconies, patio doors and windows. The maintenance, repair or replacement of the storm protection shutters shall be the responsibility of the owner at the owner's expense. The installation, repair, replacement and maintenance of the storm protection shutters, including color, shall be approved by the Association prior to installation, repair, replacement or maintenance and such installation, repair, replacement or maintenance shall comply with applicable building codes. The installation, repair, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed material alterations to the common elements within the meaning of the Condominium Act. Any Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

No Unit Owner shall install hard and/or heavy surface floor coverings such as tile, marble, wood and the like in lieu of carpeting in the living/dining room area or the bedrooms of any Unit without the prior written approval of the Association. Upon approval by the Board, the installation of insulation materials shall be performed in a manner that provides proper acoustical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission). All areas within a unit other than foyers, kitchens and bathrooms are to receive sound absorbent less dense floor coverings such as carpeting unless hard surface flooring meeting specifications described above has been approved for the unit by the Board. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The

Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

Notwithstanding anything herein contained to the contrary, the installation of insulation under hard surface floor coverings shall not be required for any Unit that is not located above another Unit or above Common Elements that may reasonably be considered by the Board to be areas of general circulation (for example: lobbies, hallways, mailrooms, if any etc.), and/or recreational areas. Accordingly, if a Unit has no Improvements below it, or a acoustical room below it, it shall not be required to install insulation under hard surface floor coverings.

Any Unit Owner desiring to replace the carpeting in the permitted areas described above with hard flooring shall submit the proposed changes to the Board of Directors who shall ensure that the installation of the hard flooring shall be in accordance with this Article XI as determined by the Board in its sole discretion.

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the Condominium Property shall require additions, material alterations or substantial improvements (in excess of the usual items of maintenance), and the making of such additions, material alterations or substantial improvements shall have been approved by a majority of the Unit Owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all Unit Owners for the cost thereof as a common expense.

XIII

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, only after approval by the owners of at least eighty (80%) percent of the total units in the Condominium (i.e. at least twenty-nine (29) of the thirty-six (36) Phase I Unit Owners must vote for the modification or amendment). No amendment to this Declaration shall be adopted which would operate to materially 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, interests or privileges granted 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, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation which consent may not be unreasonably withheld. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the Amendment and unless a majority of all owners in the Association approve the Amendment.

Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Brevard County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners,

lienors or mortgagees of units of the Condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein. Any amendment subject to Section 718.110(4), Florida Statutes shall be approved by a majority of the voting interests of the Condominium and all record owners of liens on the unit.

Pursuant to Section 718.110(2), Florida Statutes, the Developer may make amendments to this Declaration without consent of the Unit Owners which shall be limited to matters other than those under Sections 718.110(4) and (8), Florida Statutes.

In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided above but shall require a vote in the following manner:

- (a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.
- (b) A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Administration of the Association or by the members of the Association. Except as elsewhere provided, such approvals must be either by:
 - (i) Not less than thirty-three and one-third (33 1/3%) percent of the Board of Directors and by not less than ten (10%) percent of the votes of the entire membership of the Condominium; or
 - (ii) Not less than twenty-five (25%) percent of the votes of the entire membership of the Association; or
 - (iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by eighty (80%) percent of the Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida.
- (c) The foregoing provisions relative to amendments for defects, errors or omissions are in accordance with and pursuant to Sections 718.110(1) and (5), Florida Statutes.
- (d) That the amendment made pursuant to this paragraph need only be executed and acknowledged by the Developer or the Association and by no other parties whatsoever.
- (e) Any amendment pursuant to Section 718.110(5), Florida Statutes, may be approved by the Board of Administration or a majority of the voting interests.

Notwithstanding anything to the contrary contained in this Declaration, the Developer reserves the right to change the interior designs and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except

the party wall between any units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the Developer, any holders of institutional mortgages encumbering the altered units and if the amendment is subject to Section 718.110(4), Florida Statutes, it shall be approved by a majority of the voting interests of the Condominium. The survey shall be certified in the manner required by the Condominium Act. If more than one (1) unit is concerned, the Developer shall not apportion between the units the shares in the common elements, common expenses and common surplus of the units concerned and such shares of common elements, common expenses and common surplus shall remain unchanged in the amendment of this Declaration unless all Unit Owners approve the amendment changing the shares.

No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text 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 Declaration. "See provision... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of unit by the Developer, by judgment, court order, or law, shall in no way 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, the 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 representatives, successors and assigns, and all parties claiming by, through or under any member.

XIV

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII of this Declaration, the Condominium created and established hereby may only be terminated upon the vote of members of the Association owning ninety (90%) percent of the units in the Condominium, evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium parcels. When the Board of Directors intends to terminate or merge the Condominium, or dissolve or merge the Association, the Board shall so notify the Division before taking any action to terminate or merge the Condominium or the Association. Upon recordation of the instrument evidencing consent of all of the unit owners to terminate the Condominium, the Association within thirty (30) business days shall notify the Division of the termination and the date the document was recorded, the county where the document was recorded and the book and page number of the public records where the document was recorded and shall provide the Division a copy of the recorded termination notice certified by the clerk.

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 elements, 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 specific performance in a court of equity.

The Board of Administration of the Association shall then sell all of the Condominium 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 affecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in 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 following portion thereof; to-wit:

AN UNDIVIDED ONE THIRTY-SIXTH (1/36)

The distributive share of each Unit Owner will change as each phase is added to the Condominium as set forth in Article II of this Declaration. Upon the determination of each Unit Owner's share as above provided for, the Association shall pay out of each Unit Owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the 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 of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the members' 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, so approved by the members, and also shall record the written consents, if any, of institutional first mortgagees to such abandonment. The recordation of the instrument evidencing consent of ninety (90%) percent of the unit owners to terminate or merge the Condominium shall be reported to the Division as set forth above.

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, covenants, 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.

XV

ENCROACHMENTS

If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit 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.

XVI

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 units in the Condominium, and any purchaser or transferee of a unit shall notify the Association of the names of any party holding a mortgage upon any unit and the name of all lessees in order that the Association may keep a record of same.

XVII

ESCROW FOR INSURANCE PREMIUMS

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

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any Condominium Parcel of Condominium Parcel, and/or shall be the owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded mortgage encumbering a Condominium Parcel, and the decision of such institutional mortgagee shall be controlling.

XVIII

REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM

In the event that during the year in which this Condominium is established, real property taxes are assessed against the Condominium Property as a whole, and are paid by the Association such taxes will be a common expense.

XIX

RESPONSIBILITY OF UNIT OWNERS

Each Unit Owner 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 Unit 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 their family, or their guests, employees, invitees, agents or lessees; provided if however, the Unit Owner does not promptly perform their obligations under this Article XIX the Association's insurance carrier shall be liable for such loss or damage and shall promptly pay for same. Nothing herein contained, however, shall be construed so as to modify any waiver of rights or subrogation by insurance companies.

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

XX

WAIVER

The failure of the Association, a Unit Owner or institutional first mortgagee to enforce any right, provision, covenant or condition 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 by the Association, such Unit Owner or institutional first mortgagee to enforce such right, provision, covenant or condition, 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 said property subject to such mortgage, notwithstanding such mortgage.

XXI

CONSTRUCTION

The provisions of this Declaration shall be liberally 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.

XXII

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.

XXIII

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.

XXIV

REMEDIES FOR VIOLATIONS

Each Unit Owner, each tenant and other invitee, and each association shall be governed by, and shall comply with the provisions of the Florida Condominium Act, the declaration, the

documents creating the Association, and the Association By-Laws and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Unit Owner against:

- a. The Association.
- b. A Unit Owner.
- c. Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer.
- d. Any director who willfully and knowingly fails to comply with these provisions.
- e. Any tenant leasing a unit and any other invitee occupying a Unit.

The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in Section 718.503(1)(a), Florida Statutes, is entitled to recover reasonable attorney's fees. A Unit Owner prevailing in an action between the Association and the Unit Owner under this section, in addition to recovering his reasonable attorney's fees, may recover additional amounts as determined by the Court to be necessary to reimburse the Unit Owner for his share of assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law.

XXV

TIMESHARE RESERVATION

No reservation is made pursuant to Section 718.1045, Florida Statutes, for the creation of timeshare estates. Timeshare estates are prohibited.

XXVI

FINES

The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no fine in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine the fine may not be levied. The provisions of this Article do not apply to unoccupied units.

XXVII

SIGNAGE

After the Developer has completed its sales program, the Association, through its Board of Administration, shall have the right to determine the type, style and location of all signage associated with the condominium property. Prior to completion of its sales program the Developer shall control signage for the Condominium.

XXVIII

INSTITUTIONAL MORTGAGEE

An institutional mortgagee means the owner and holder of a mortgage encumbering a Condominium Parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or an agency of the United States Government, or the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee, or designee of the Developer.

An institutional mortgage means a mortgage owned or held by an institutional mortgagee.

An insurance trustee means that Florida bank having trust powers, designated by the Board to receive proceeds on behalf of the Association, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

XXIX

RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES

The rights and privileges in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights including an institutional mortgagee in the event of a foreclosure against the Developer or deed in lieu thereof by the Developer. Such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors in trust of the Developer and/or exercised by the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

XXX

NOTICE TO INSTITUTIONAL MORTGAGEES

The Association shall provide a holder, insurer or guarantor of a first mortgagee, upon written request (such request to state the name and address of such holder, insurer or guarantor and the unit number) timely notice of:

- A. Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners Association appertaining to any unit; or (iv) the purposes to which any unit or the common elements are restricted;
- B. Any proposed termination of the Condominium regime;
- C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- D. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

- E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

XXXI

CABLE TELEVISION AND SATELLITE DISH

The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not, such cost shall be considered common expense if it is designated as such in a written contract between the Board of Administration and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two years.

A. Any contract made by the Board of Administration for a community antenna system or duly franchised cable television service may be canceled by a majority of the voting interests present at the next regular or special meeting of the Association. Any member may make a motion to cancel said contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.

B. Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind Unit Owner who does not occupy the unit with a nonhearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the owners shall not be required to pay any common expenses charge related to such service. If less than all members of an association share the expenses of cable television, the expense shall be shared equally by all participating Unit Owners. The Association may use the provisions of Section 718.116, Florida Statutes, to enforce payment of the shares of such costs by the Unit Owners receiving cable television.

C. The Association has approved the installation of DSS type satellite dishes for the Condominium Property. The approved satellite dish is approximately eighteen (18) inches in diameter and may be installed upon the designated area of the building. The Association shall determine the location of the satellite dish, in its sole discretion. All costs of installation, maintenance or repair of the satellite dish shall be the responsibility of the record owner of the Condominium unit and the owner shall indemnify and hold the Association harmless therefor.

XXXII.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

The rules of the St. Johns River Water Management District require the following provisions to be included in this Declaration of Condominium:

- A. Property Description: Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management system will be located) is included in the legal description of the parent tract located on Sheet 2 of Exhibit "A" attached hereto and made a part hereof.
- B. Definitions: "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage,

environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

- C. **Duties of Association:** The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.
- D. **Covenant for Maintenance assessments for Association:** Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.
- E. **Easement for Access and Drainage:** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the common elements which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.
- F. **Amendment:** Any amendment to the Declaration of Condominium which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common elements must have the prior approval of the St. Johns River Water Management District.
- G. **Enforcement:** The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or stormwater management system.
- H. **Swale Maintenance:** If required the Developer will construct a Drainage Swale upon the common elements for the purpose of managing and containing the flow of excess surface water, if any, found upon such common elements from time to time. The Association shall be responsible for the maintenance, operation and repair of the swales on the common elements. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Association.

XXXIII.

ASSOCIATION MAINTENANCE STANDARDS

It is mandatory that the Association, in carrying out its responsibilities under this Article XXXIII, comply with the following minimum standards, requirements and guidelines:

- A. The Board shall cause all Utilities and Utility systems forming a part of the Common Elements to be maintained properly and in good condition, and effect repairs thereto as needed. It is mandatory that the Board cause all water and/or sewer infrastructure to be inspected at least annually by a licensed and qualified contractor, engineer or architect, with expertise in the construction and maintenance of such water/sewer infrastructure.
- B. It is mandatory that the Board cause all drainage systems, landscape installations, and irrigation systems within the Common Elements to be inspected at least annually. In particular, the Board shall inspect for any misaligned, malfunctioning or non-functional sprinkler or blocked drainage grates, basins, lines and systems, which circumstances could cause damage to the Condominium Property. It is mandatory that at least one such inspection each year shall be performed by a licensed and qualified contractor, engineer or architect with expertise in the construction and maintenance of such drainage and landscape installations. Without limiting the foregoing, all landscaping shall be maintained in accordance with the following minimum maintenance standards:
 - 1. Lawn and ground cover shall be kept mowed and/or trimmed regularly;
 - 2. Planting shall be kept in a healthy and growing condition;
 - 3. Fertilization, cultivation, spraying and tree pruning shall be performed as part of the regular landscaping program;
 - 4. Stakes, guides and ties on trees shall be checked regularly to insure the correct function of each; ties shall be adjusted to avoid creating abrasions or girding of the trunk or stem;
 - 5. Damage to planting shall be repaired and corrected within thirty (30) days of occurrence; and
 - 6. Irrigation systems shall be kept in sound working condition; adjustments, replacement or malfunctioning parts and cleaning of systems shall be an integral part of the regular landscaping program.
- C. It is mandatory that the Board cause all hardscape, paved areas and internal streets within the Condominium Property to be inspected at least annually by a licensed and qualified contractor, engineer or architect with expertise in the construction and maintenance of such hardscape and paved areas.
- D. It is mandatory that the Board cause all waterscape or water features within the Common Elements (including, but not necessarily limited to, the swimming pool and spa), to be inspected each year by a licensed and qualified contractor, engineer, or architect with expertise in the construction and maintenance of such waterscape and water features.
- E. It is mandatory that the Board cause the structures and roofs of all improvements within the Condominium Property to be inspected each year by a licensed and qualified contractor, engineer, or architect with expertise in the construction and maintenance of such structures and roofs.
- F. It is mandatory that the Board carry out such other periodic inspections, and obtain such other reports, as may be prudent and appropriate. In each instance in which a contractor, engineer, architect or other professional with expertise in a specific area is

engaged to conduct an investigation or inspection, such expert shall promptly provide a written report thereof to the Board. The written report shall indemnify all items of maintenance or repair which either requires current action by the Association, or which will need further review, inspection or analysis. The Board shall, in each case, cause any and all necessary or prudent repairs to be promptly undertaken and completed, to prevent avoidable deterioration or property damage.

- G. This Section XXXIII is intended only to provide specific minimum maintenance and inspection requirements in particular areas, and shall in no way limit the Association's general responsibility with respect to maintenance in a prudent manner, designed to prevent avoidable deterioration or property damage.

XXXIV

MITIGATION OF MOLD, DAMPNES, HUMIDITY AND LIMITATION OF LIABILITY

All Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at a maximum of 78 degrees Fahrenheit, and to keep the humidity in the Unit below sixty percent (60%). Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores.

Each Unit Owner, by acceptance of a deed, or otherwise acquiring title to a Unit, shall be deemed to have agreed that Developer is not responsible, and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section XXXIV are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption, costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed charges hereunder).

Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds the Developer and its General Contractor, Benko Construction Co., Inc. ("Contractor") harmless and agrees to indemnify, hold harmless and defend the Developer and its Contractor from and against any and all claims made by the Unit Owner and the Unit Owner's guests, tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, all attorneys fees and other legal and associated expenses through and including all appellate proceedings with respect to all matters mentioned in this Section XXXIV.

Each Unit Owner acknowledges and agrees that neither the Developer, nor its Contractor, will be liable to the Unit Owner, its tenants, invitees, guests and licensees for any special, incidental or consequential damages based on any legal theory whatsoever, including but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of mold, mildew and/or microscopic spores located on, under, within or adjacent to the Unit Owner's unit, including, but not limited to, the common elements and limited common elements, unless caused by the sole negligence or willful misconduct of the Developer or the Contractor. Each Unit Owner, on behalf of itself and its tenants, guests, invitees and licensees hereby releases and agrees to indemnify, hold harmless and defend Developer and Contractor and their officers, directors, partners, members, successors and assigns from the against any and all claims, actions, damages, causes of action, liabilities and expenses (including, without limitation, attorneys' fees and costs of enforcing this release, indemnity, hold harmless and defend agreement for property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores; provided, however, that in no event is the Unit Owner releasing or indemnifying Seller or Contractor as a result of the presence and/or existence of mold, mildew and/or microscopic spores if caused by the sole negligence or willful misconduct of the Developer or the Contractor.

XXXV

MOLD AND MILDEW AWARENESS, PREVENTION AND LIMITATION OF LIABILITY

As part of the Association's and the Board's responsibility for maintenance and repair of the Condominium property as set forth in Articles IX and XXXIII of this Declaration and the Unit Owner's responsibility to maintain their unit, there are many ways that the Association and the Board and Unit Owners can help to control moisture and mold located on, under, within or adjacent to the Condominium Property, including, but not limited to, the common elements and limited common elements. The following is a list of suggestions, which is not meant to be all inclusive:

- Keep indoor humidity levels as low as possible by running the air conditioning unit at a comfortable level. Remember, the cooler the air is, the less humidity it will hold, thereby limiting the growth of mold and mildew.
- Use of a dehumidifier is a great way to keep the humidity levels lower than normal when needed.
- The addition of a humidistat to existing air conditioning control systems is also an excellent way to keep the humidity levels lower when an indoor space is left unoccupied for extended periods of time.
- There are numerous brands of moisture absorbent chemicals available to help keep the humidity inside at a proper level while indoor space is unoccupied for short periods of time.
- Do not run air conditioners with windows open. The air conditioning system is not designed to keep up with the moisture and heat load this condition will generate when windows are left open, there is a risk of saturating everything inside the indoor space (walls, furniture, carpeting, etc.) With more moisture than the air conditioning system is designed to remove. Remember mold needs moisture to survive. The drier the indoor space, the better off the indoor space will be.
- Repair leaking plumbing and any other source of unwanted water immediately.
- Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, dehumidifiers and ventilation systems should be operated year round.

- Have major appliances and equipment, such as heating, ventilating and air conditioning systems inspected, cleaned and serviced regularly by a qualified professional.
- Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly.
- The Association and/or the Board should respond promptly when they see or have called to their attention signs of moisture or mold.
- Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- Dry all water damaged areas and items immediately to prevent mold growth.
- If mold develops, clean up the mold by washing off hard surfaces with a commercial strength cleaner and mold/mildew inhibitor (such as "Tile Air II" or "Miltrol" from the Marinize Product Corporation) or equal, making sure to follow directions as specified
- Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.
- Mold that is not properly and adequately removed may reappear.

The Association acknowledges and agrees that neither the Developer, nor its Contractor will be liable to the Association for any special, incidental or consequential damages based on any legal theory whatsoever, including but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of mold, mildew and/or microscopic spores located on, under, within or adjacent to the Condominium Property, including, but not limited to, the common elements and limited common elements, unless caused by the sole negligence or willful misconduct of the Developer or the Contractor. The Association, on behalf of itself and its members, tenants, invitees and licensees hereby releases and agrees to indemnify, hold harmless and defend Developer and Contractor and their officers, directors, partners, members, successors and assigns from the against any and all claims, actions, damages, causes of action, liabilities and expenses (including, without limitation, attorneys' fees and costs of enforcing this release, indemnity, hold harmless and defend agreement for property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores; provided, however, that in no event is the Association releasing or indemnifying Seller or Contractor as a result of the presence and/or existence of mold, mildew and/or microscopic spores if caused by the sole negligence or willful misconduct of the Developer or the Contractor.

XXXVI

MANDATORY NON-BINDING ARBITRATION AND MEDIATION OF DISPUTES BETWEEN THE ASSOCIATION AND UNIT OWNER

Pursuant to the provisions of Sections 718.112(2)(k) and 718.1255, Florida Statutes, in the event of a dispute between the Association and a Unit Owner, such dispute shall be submitted to mandatory non-binding arbitration and/or mediation prior to institution of any litigation or administrative proceeding by the Association or any Unit Owner. For purposes herein, "dispute" shall mean any disagreement between two or more parties that involves:

- A. the failure of a governing body, under Chapter 718, Florida Statute, or Association document to:
 1. require any owner to take an action, or not to take an action, involving the owner's unit or appurtenances thereto.

2. or alter or add to a common area or element.

B. the failure of a governing body, when required by Chapter 718 Florida Statutes, or Association document, to:

1. properly conduct elections.
2. give adequate notice of meetings or other actions.
3. properly conduct meetings.
4. allow inspection of books and records.

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this 21st day of May, 2007.

SIGNED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

MERIDIAN OF BREVARD LLC, a Florida
Limited Liability Company

BY: TOWNE REALTY, INC., a Wisconsin
corporation, its sole member

Tameela J. Jones
 Print Name: TAMELA J. JONES

Barbara Downey
 Print Name: Barbara Downey

By: [Signature]
 Kohn Bennett, Vice President

THE MERIDIAN CONDOMINIUM
ASSOCIATION OF BREVARD, INC., a
Florida not-for-profit corporation

Tameela J. Jones
 Print Name: TAMELA J. JONES

Barbara Downey
 Print Name: Barbara Downey

By: [Signature]
 Kohn Bennett, President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 21st day of May, 2007 by Kohn Bennett, Vice President of TOWNE REALTY, INC., a Wisconsin corporation, the sole member of MERIDIAN OF BREVARD LLC, a Florida Limited Liability Company, on behalf of the Company. He is personally known to me or produced _____ as identification.


My Commission Expires: 8-19-09


[Signature]
 NOTARY PUBLIC
 NOTARY PUBLIC-STATE OF FLORIDA
Barbara Downey
 Commission #DD446461
 Expires: AUG. 19, 2009
 Bonded Through Atlantic Bonding Co., Inc

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 21st day of May 2007 by Kohn Bennett, President of THE MERIDIAN CONDOMINIUM ASSOCIATION OF BREVARD, INC., on behalf of the Corporation. He is personally known to me or produced _____ as identification.

My Commission Expires: 8-19-09


NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA/
 Barbara Downey
Commission # DD446463
Expires: AUG. 19, 2009
Bonded Through Atlantic Bonding Co., Inc.

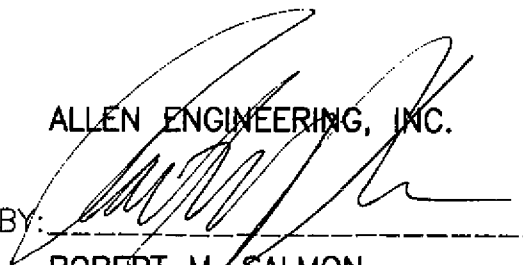
SURVEYOR'S CERTIFICATE FOR THE MERIDIAN, A CONDOMINIUM PHASE 1

STATE OF FLORIDA
COUNTY OF BREVARD


BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED "ROBERT M. SALMON", 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 AN OATH AS FOLLOWS, TO-WIT.


I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS NOT SUBSTANTIALLY COMPLETE; HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE MERIDIAN, A CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATIONS 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 31ST DAY OF JANUARY 2006, A.D.

ALLEN ENGINEERING, INC.
BY: 
ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO 4262

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 31ST DAY OF JANUARY, 2006 BY ROBERT M. SALMON, WHO IS PERSONALLY KNOWN AND WHO DID TAKE AN OATH.

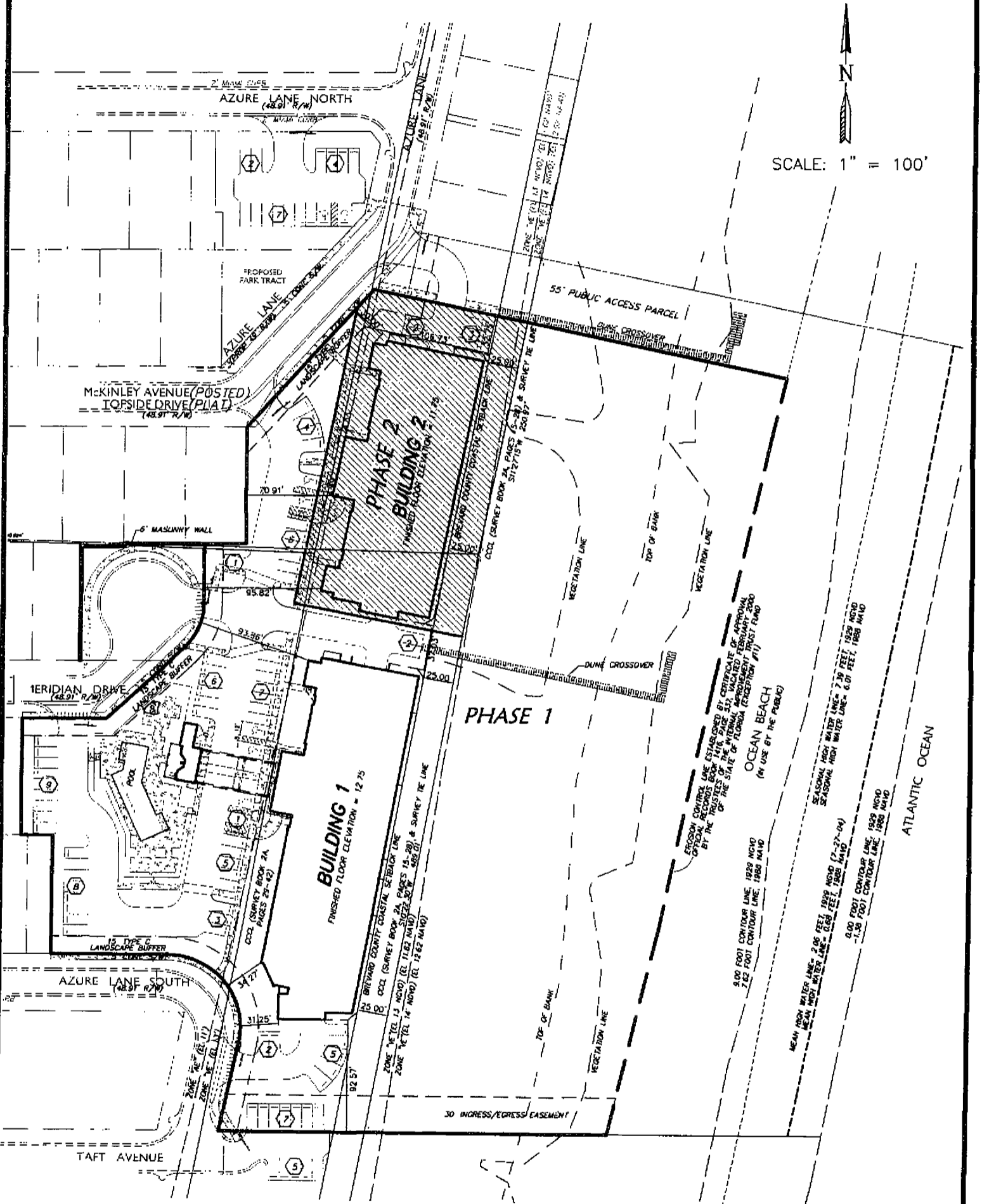

JILL B. NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 5, 2006
MY COMMISSION NO IS DD124038

 Jill B Nickel
My Commission DD124038
Expires July 05, 2006

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1

GRAPHIC PLOT PLAN OF PROPOSED IMPROVEMENTS



NOTES:

1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND THE NOTES CONCERNING THE GRAPHIC PLOT PLAN.
2. = HATCHED AREAS NOT A PART.

ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

EXHIBIT "A"

SHEET 1 OF 15

THE MERIDIAN, A CONDOMINIUM PHASE 1

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN :

1. The Meridian, A Condominium Phase 1, shall contain Building 1, a 5-story Building containing 1 parking floor and 4 residential floors. The 1 parking floor shall contain 36 garage parking spaces and the 4 residential floors shall contain 36 units. The Meridian, A Condominium Phase 1 shall also contain a swimming pool, spa, driveways, walkways, parking areas and open landscaped areas
2. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the declaration of condominium.
3. The graphic plot plan was prepared from an Engineering Site Plan, prepared by Allen Engineering, Inc.

SURVEYOR'S NOTES:

1. The bearings shown hereon are based on a bearing of N13°14'35"E between Florida Department of Natural Resources (now Department of Environmental Protection) Coastal Construction Control Line Monuments "70-80-A05" and "70-80-A06". The bearing for this line was computed from State Plane Coordinate values for said monuments published in Survey Book 2A, pages 29 through 41 of the Public Records of Brevard County, Florida.
2. The elevations shown hereon are based on North American Vertical Datum (NAVD) of 1988. These elevations are based on Florida Department of Natural Resources Monument "70-80-A06," elevation 9.585 feet, National Geodetic Vertical Datum (NGVD) of 1929, this elevation was converted to North American Vertical Datum (NAVD) of 1988 using Corpscon 5 11.0B. The conversion from NGVD to NAVD in this area is -1.38 feet.
3. This site lies within Flood insurance Rate Map (F.I.R.M.) Zone "AE" (base flood elevation = 11 feet), Zone "VE" (base flood elevation = 13 feet) and Zone "VE" (base flood elevation = 14 feet), National Geodetic Vertical Datum of 1929 per Community Panel No. 125092 0376 E, Map Index Date November 19, 1997. The zone boundaries shown hereon are approximate and are scaled from this map.
4. Unless otherwise noted, underground improvement (foundations, septic tanks, utilities etc.) were not located.

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
CONC	CONCRETE	FGP	FENCE GATE POST
BLDG.	BUILDING	C.L	CHAIN LINK
WPP	WOOD POWER POLE	SLS	SPEED LIMIT SIGN
GA	GUY ANCHOR	CPP	CONCRETE POWER POLE
OHW	OVERHEAD WIRE	WDP	WOOD POST
OHGW	OVERHEAD GUY WIRE	UGE	UNDERGROUND ELECTRIC
MH	MANHOLE	F.F.	FINISHED FLOOR
TRB	TELEPHONE RISER BOX	EL	ELEVATION
NPS	NO PARKING SIGN	A/C	AIR CONDITIONER COMPRESSOR

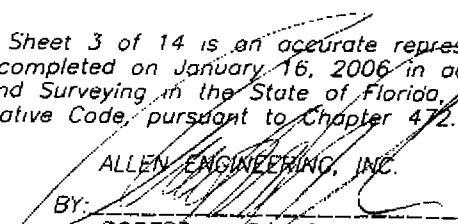
NOTES:

1. SEE SHEET 3 FOR THE PARENT PARCEL LEGAL DESCRIPTION.

CERTIFICATION:

I hereby certify the Sketch of Survey shown on Sheet 3 of 14 is an accurate representation of a survey performed under my direction and completed on January 16, 2006 in accordance with the "Minimum Technician Standards" for Land Surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper

ALLEN ENGINEERING, INC.
BY: 
ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1

THE MERIDIAN PARENT PARCEL:

DESCRIPTION: *The Meridian*

All of Lots 14 through 27, the 5.00 foot wide South Walkway between Lots 22 and 23, a portion of Lot 39, all of Lots 40 through 44, a portion of Lots 45 and 54, all of Lots 55 and 56, a portion of Lot 69, and portions of Azure Lane, Topside Drive, Meridian Drive, and Azure Lane South, all as shown on the plat of WINSLOW RESERVE SUBDIVISION according to the plat thereof as recorded in Plat Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of said Lots 14 through 27, and lands lying East of said South Walkway, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 27, thence $N11^{\circ}58'01''E$, along the East line of Azure Lane (a 48.91 foot wide right of way as shown on said plat), a distance of 74.51 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 61.00 feet and a central angle of $102^{\circ}08'11''$; thence Northwesterly, along the arc of said curve to the left, a distance of 108.74 feet, to a point of tangency and a point on the North line of Azure Lane South (a 48.91 foot wide right of way as shown on said plat); thence $S89^{\circ}49'50''W$, along said North line, a distance of 94.57 feet, to the Southwest corner of the East 30.00 feet of said Lot 39; thence $N00^{\circ}00'29''E$, along the West line of the East 30.00 feet of said Lot 39, a distance of 97.74 feet, to a point on the South line of said Lot 45; thence $S89^{\circ}49'14''W$, along the South line of said Lot 45, a distance of 25.55 feet, to the Southwest corner of the East 29.21 feet of said Lot 45; thence $N00^{\circ}01'03''E$, along the West line of the East 29.21 feet of said Lot 45, a distance of 97.73 feet, to a point on the South line of Meridian Drive (a 48.91 foot wide right of way as shown on said plat); thence $N89^{\circ}48'37''E$, along said South line, a distance of 68.63 feet; thence $N46^{\circ}14'10''E$, a distance of 87.60 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 50.00 feet and a central angle of $46^{\circ}26'28''$; thence Northeasterly, along the arc of said curve to the left, a distance of 40.53 feet, to a point of tangency; thence $N00^{\circ}12'18''W$, a distance of 49.00 feet, to a point on a line lying 1.00 feet South of the North line of Lots 57 and 58, of said WINSLOW RESERVE SUBDIVISION; thence $S89^{\circ}47'42''W$, parallel with and 1.00 feet South of the North line of said Lots 57 and 58, a distance of 65.04 feet, to a line lying 1.00 feet East of the southerly extension of the East line of said Lot 59; thence $S00^{\circ}01'29''W$, a distance of 2.15 feet, to a line lying 1.00 feet South of the South line of Lot 59 of said subdivision as said line was established by the Circuit Court in FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGEMENT, as recorded in Official Records Book 2849, Page 2881 of said public records; thence $S89^{\circ}45'28''W$, parallel with and 1.00 feet South of said line, a distance of 34.90 feet, to the West line of the East 10.22 feet of said Lot 52; thence $S00^{\circ}01'20''W$, along the West line of the East 10.22 feet of said Lot 52, a distance of 94.57 feet, to the North right of way line of Meridian Drive; thence $S89^{\circ}48'18''W$, a distance of 1.00 feet, to the Southwest corner of the East 11.22 feet of said Lot 52, thence $N00^{\circ}01'20''E$, along the West line of the East 10.22 feet of said Lot 52, a distance of 95.57 feet, to said South line of Lot 59; thence $N89^{\circ}45'28''E$, along said South line, a distance of 34.90 feet, to the Southerly extension of the East line of said Lot 59; thence $N00^{\circ}01'29''E$, along said East line, a distance of 2.14 feet, to a point on the North line of said Lot 54; thence $N89^{\circ}47'42''E$, along the North lines of said Lots 54 and 55, a distance of 100.00 feet, to the Southwest corner of said Lot 56, thence $N00^{\circ}00'39''E$, along the West line of said Lot 56, a distance of 97.74 feet, to the Northwest corner of said Lot 56; thence $N42^{\circ}20'48''E$, a distance of 153.79 feet, to a point on the Westerly extension of the North line of said Lot 14; thence $S78^{\circ}01'58''E$, along said Westerly extension, along the North line of said Lot 14 and its Easterly extension, a distance of 348.66 feet, to a point on the Erosion Control Line of the Atlantic Ocean established by Certificate of Approval as recorded in Official Records Book 4242, Page 492 of the Public Records of Brevard County, Florida; thence the following 4 courses along said Erosion Control Line: (1) $S13^{\circ}36'25''W$, a distance of 51.26 feet; (2) $S12^{\circ}45'58''W$, a distance of 213.47 feet; (3) $S11^{\circ}58'00''W$, a distance of 203.09 feet; (4) $S13^{\circ}16'52''W$, a distance of 175.07 feet, to a point on the Easterly extension of the South line of said Lot 27; thence $S89^{\circ}50'09''W$, along said Easterly extension and then along the South line of said Lot 27, a distance of 319.77 feet, to the POINT OF BEGINNING; Containing 6.68 acres, more or less Together with all riparian rights thereto appertaining.

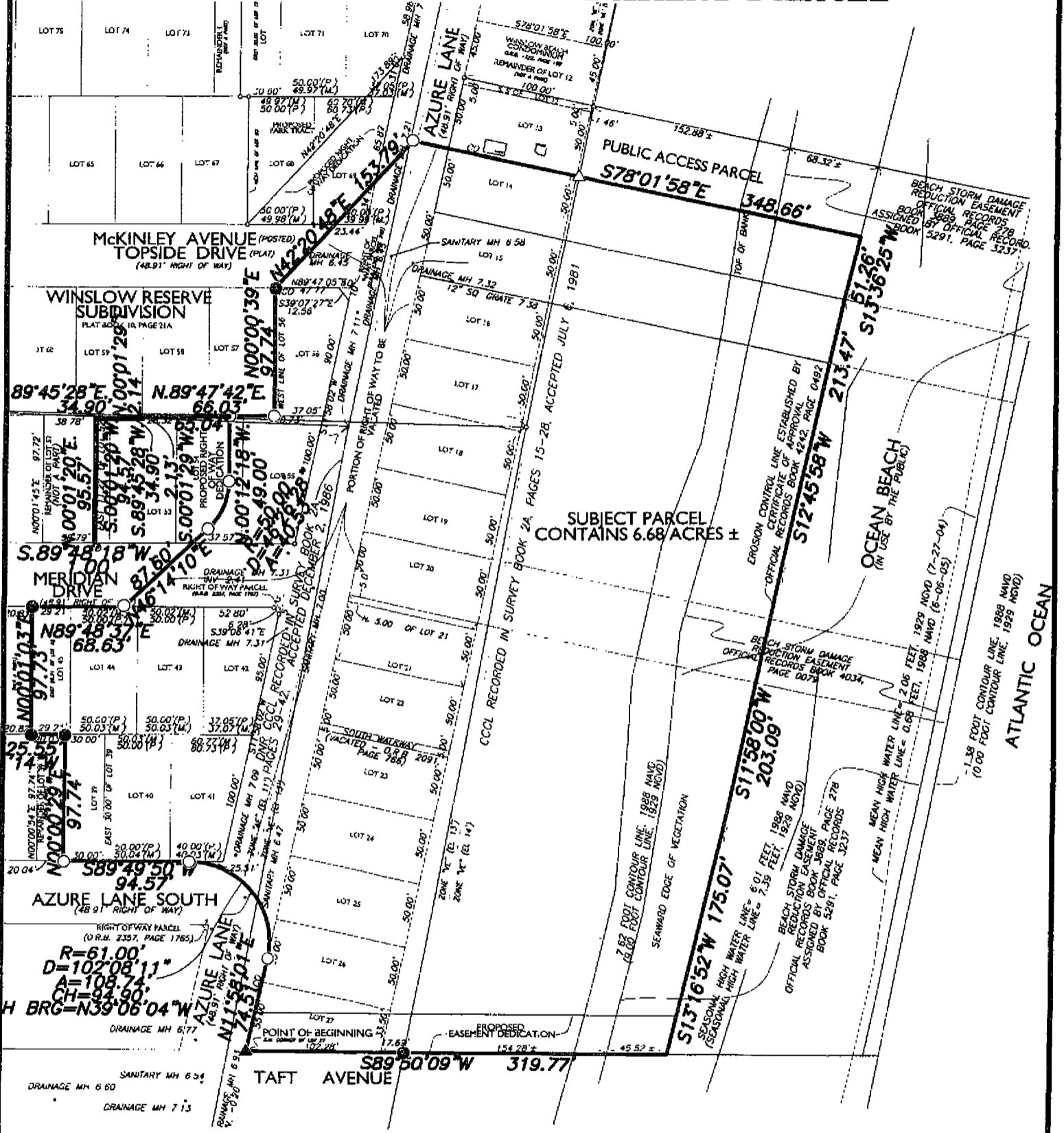
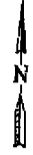
NOTES:

1. SEE SHEET 4 FOR THE SKETCH TO ACCOMPANY THE PARENT PARCEL LEGAL DESCRIPTION.

THE MERIDIAN, A CONDOMINIUM PHASE 1

SKETCH OF BOUNDARY SURVEY - PARENT PARCEL

SCALE: 1" = 100'



LEGEND:

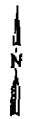
- = FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266".
- = SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266".
- ▲ = FOUND MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266".
- △ = SET MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266".

NOTE:

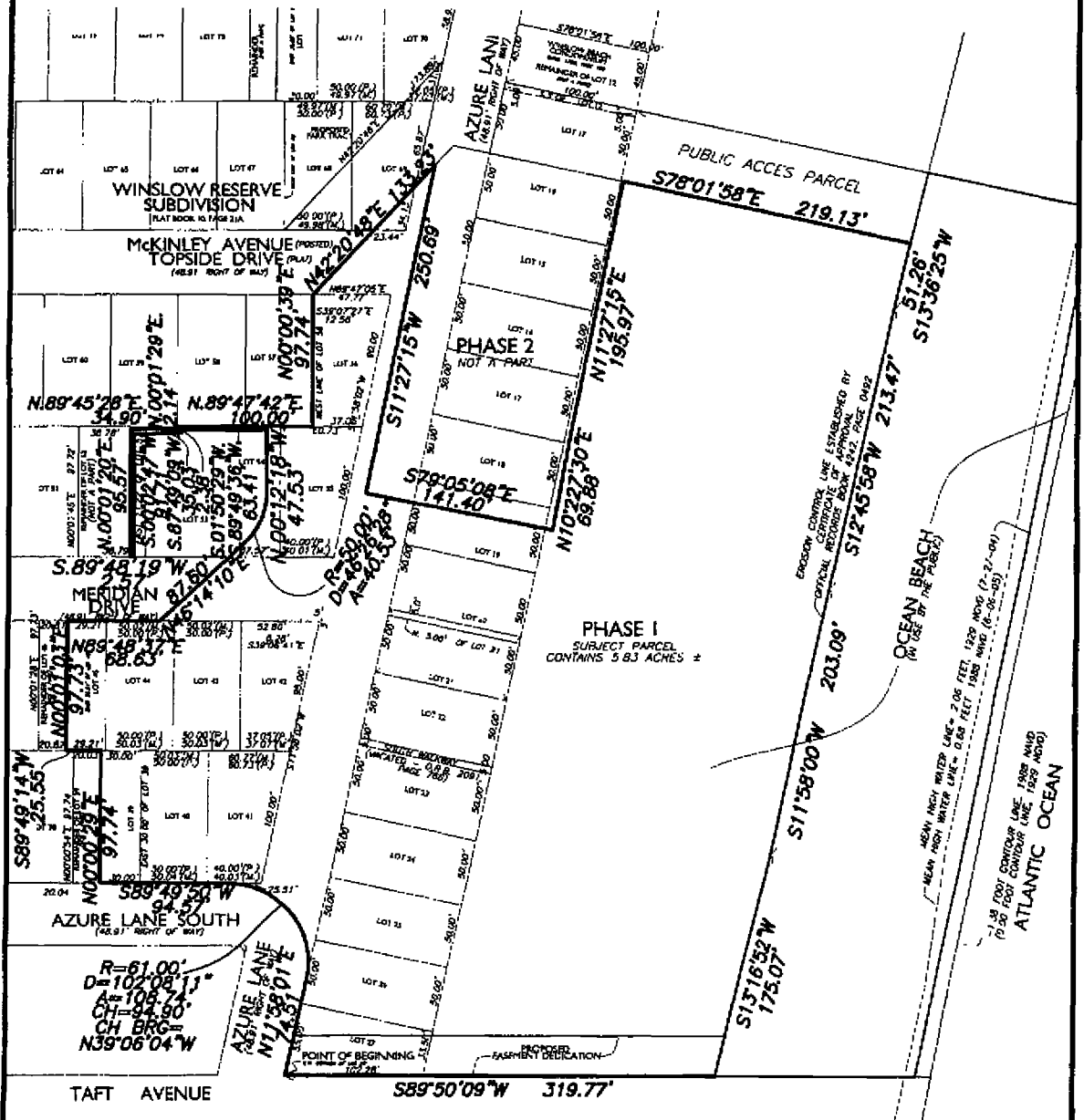
1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.
2. REFER TO SHEET 3 FOR THE PARENT PARCEL DESCRIPTION.

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1



SCALE: 1" = 100'



- NOTE:
1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.
 2. REFER TO SHEET 6 FOR THE LEGAL DESCRIPTION TO ACCOMPANY THIS SKETCH

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006
REVISED MAY 23, 2007

EXHIBIT "A"

SHEET 5 OF 15

THE MERIDIAN, A CONDOMINIUM PHASE 1

DESCRIPTION: The Meridian Phase 1

A portion of Lot 19, all of Lots 20 through 27, the 500 foot wide South Walkway between Lots 22 and 23, a portion of Lot 39, all of Lots 40 through 44, a portion of Lots 45 and 54, all of Lots 55 and 56, a portion of Lot 69, and portions of Azure Lane, Topside Drive, Meridian Drive, and Azure Lane South, all as shown on the plot of WINSLOW RESERVE SUBDIVISION according to the plot thereof as recorded in Plat Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of Lots 14 through 27, and lands lying East of said South Walkway, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 27, thence N11°58'01"E, along the East line of Azure Lane (a 48.91 foot wide right of way as shown on said plot), a distance of 74.51 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 61.00 feet and a central angle of 102°08'11"; thence Northwesterly, along the arc of said curve to the left, a distance of 108.74 feet, to a point of tangency and a point on the North line of Azure Lane South (a 48.91 foot wide right of way as shown on said plot), thence S89°49'50"W, along said North line, a distance of 94.57 feet, to the Southwest corner of the East 30.00 feet of said Lot 39; thence N00°00'29"E, along the West line of the East 30.00 feet of said Lot 39, a distance of 97.74 feet, to a point on the South line of said Lot 45, thence S89°49'14"W, along the South line of said Lot 45, a distance of 25.55 feet, to the Southwest corner of the East 29.21 feet of said Lot 45, thence N00°01'03"E, along the West line of the East 29.21 feet of said Lot 45, a distance of 97.73 feet, to a point on the South line of Meridian Drive (a 48.91 foot wide right of way as shown on said plot); thence N89°48'37"E, along said South line, a distance of 68.63 feet, thence N46°14'10"E, a distance of 87.60 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 50.00 feet and a central angle of 46°26'28"; thence Northeasterly, along the arc of said curve to the left, a distance of 40.53 feet, to a point of tangency, thence N00°12'18"W, a distance of 47.53 feet, thence S89°49'36"W, a distance of 63.41 feet, thence S01°50'29"E, a distance of 2.38 feet; thence S87°49'09"W, a distance of 35.03 feet, thence S00°02'47"W, a distance of 91.71 feet, to the North right of way line of said Meridian Drive, thence S89°48'19"W, a distance of 2.57 feet, to the Southwest corner of the East 11.22 feet of said Lot 52, thence N00°01'20"E, along the West line of the East 10.22 feet of said Lot 52, a distance of 95.57 feet, to a point on the South line of Lot 59 of said subdivision as said line was established by the Circuit Court in FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGEMENT, as recorded in Official Records Book 2849, Page 2881 of said public records, thence N89°45'28"E, along said South line, a distance of 34.90 feet, to the Southerly extension of the East line of said Lot 59; thence N00°01'29"E, along said East line, a distance of 2.14 feet, to a point on the North line of said Lot 54; thence N89°47'42"E, along the North lines of said Lots 54 and 55, a distance of 100.00 feet, to the Southwest corner of said Lot 56; thence N00°00'39"E, along the West line of said Lot 56, a distance of 97.74 feet, to the Northwest corner of said Lot 56, thence N42°20'48"E, a distance of 133.23 feet; thence S11°27'15"W, a distance of 250.69 feet; thence S79°05'08"E, a distance of 141.40 feet, to a point on the Coastal Construction Control Line as recorded in Survey Book 2A, Pages 15 through 28 of the Public Records of Brevard County, Florida; thence the following 2 courses along said Coastal Construction Control Line (1) N10°22'30"E, a distance of 69.88 feet; (2) N11°27'15"E, a distance of 195.97 feet, to a point on the Easterly extension of the North line of Lot 14 as shown on said plot; thence S78°01'58"E, along said Easterly extension, a distance of 219.13 feet, to a point on the Erosion Control Line of the Atlantic Ocean established by Certificate of Approval as recorded in Official Records Book 4242, Page 492 of the Public Records of Brevard County, Florida, thence the following 4 courses along said Erosion Control Line; (1) S13°36'25"W, a distance of 51.26 feet, (2) S12°45'58"W, a distance of 213.47 feet; (3) S11°58'00"W, a distance of 203.09 feet, (4) S13°16'52"W, a distance of 175.07 feet to a point on the Easterly extension of the South line of said Lot 27; thence S89°50'09"W, along said Easterly extension and the along the South line of said Lot 27, a distance of 319.77 feet, to the POINT OF BEGINNING; Containing 5.83 acres, more or less, Together with all riparian rights thereto appertaining.

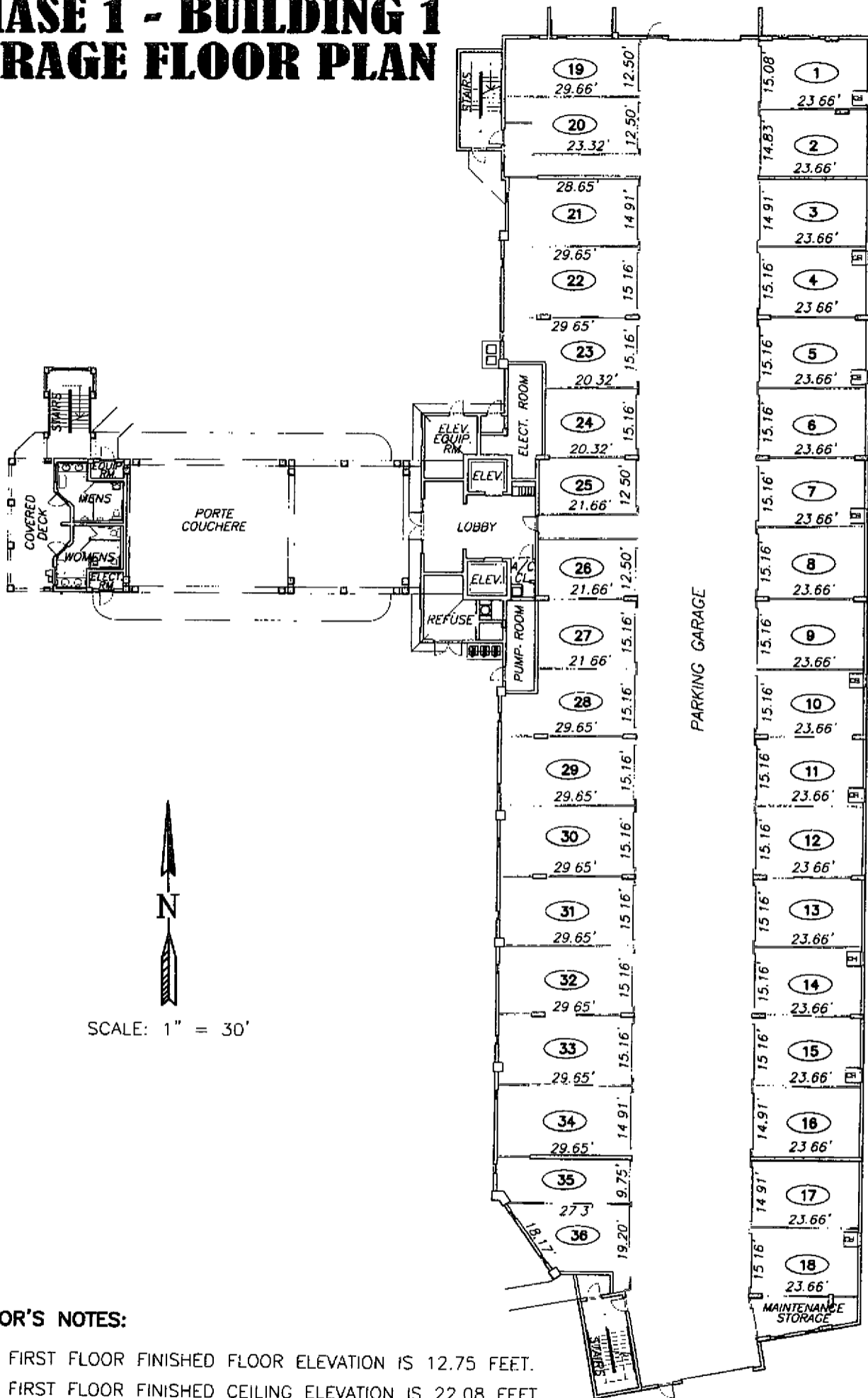
NOTE:

1 REFER TO SHEET 5 FOR THE SKETCH TO ACCOMPANY THE PHASE 1 LEGAL DESCRIPTION.

THE MERIDIAN, A CONDOMINIUM

PHASE 1 - BUILDING 1

GARAGE FLOOR PLAN



SURVEYOR'S NOTES:

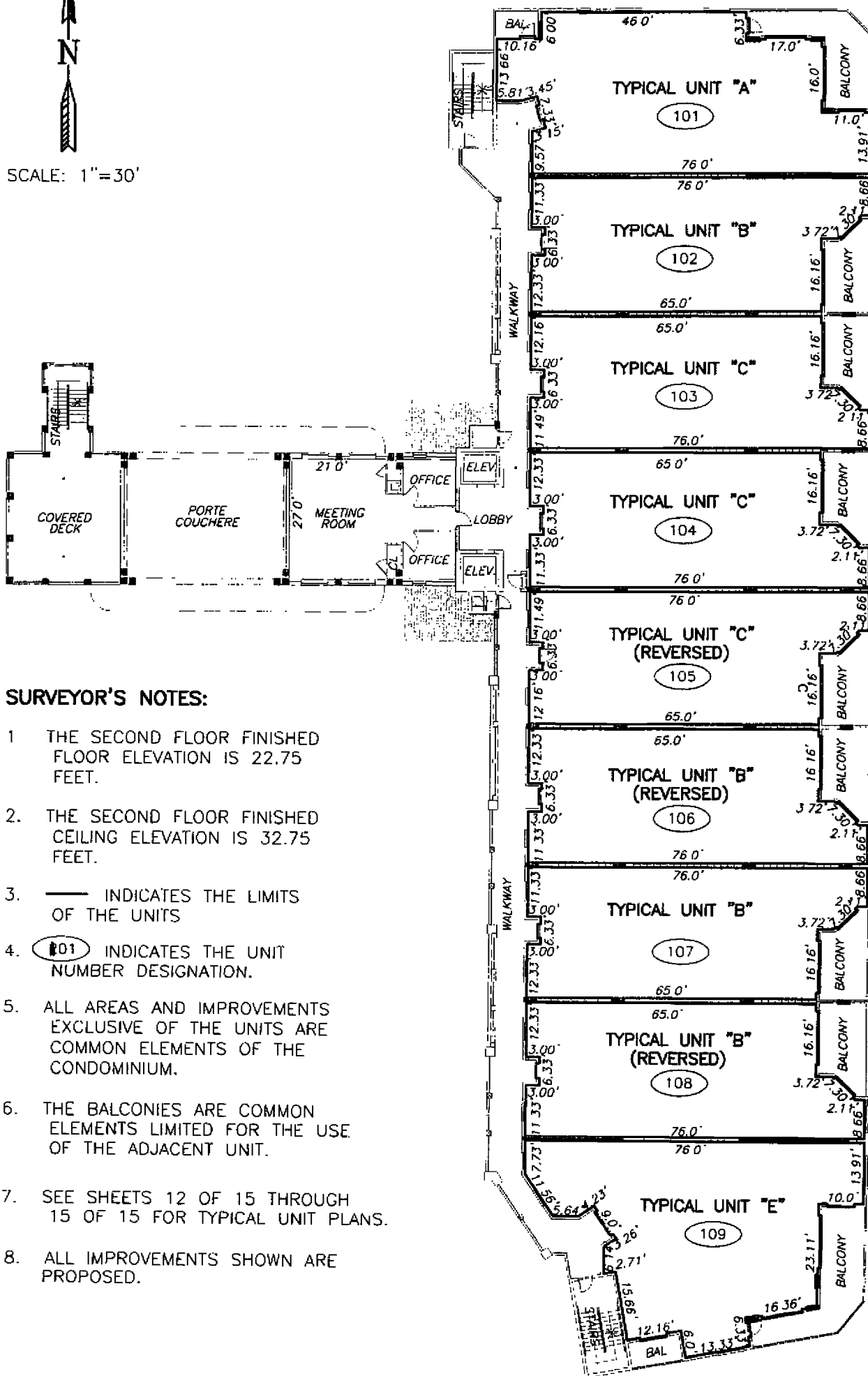
1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 12.75 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 22.08 FEET.
3. **19** INDICATES THE GARAGE PARKING SPACE DESIGNATION.
4. ALL AREAS AND IMPROVEMENTS ON THE FIRST FLOOR ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE PARKING SPACES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM WHOSE USE IS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
5. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 FIRST FLOOR PLAN



SCALE: 1"=30'



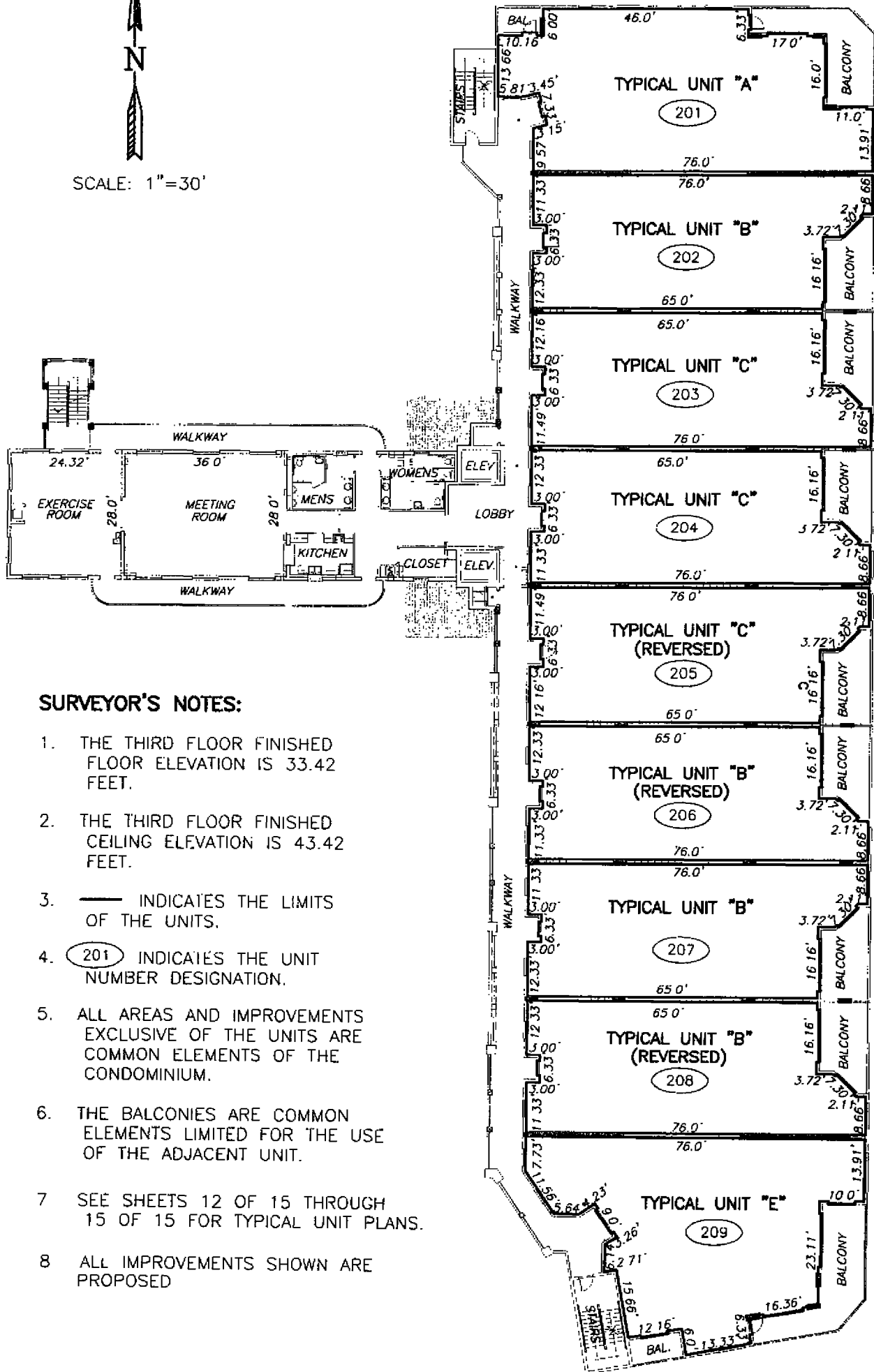
SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 22.75 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 32.75 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS
4. (101) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 12 OF 15 THROUGH 15 OF 15 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 SECOND FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

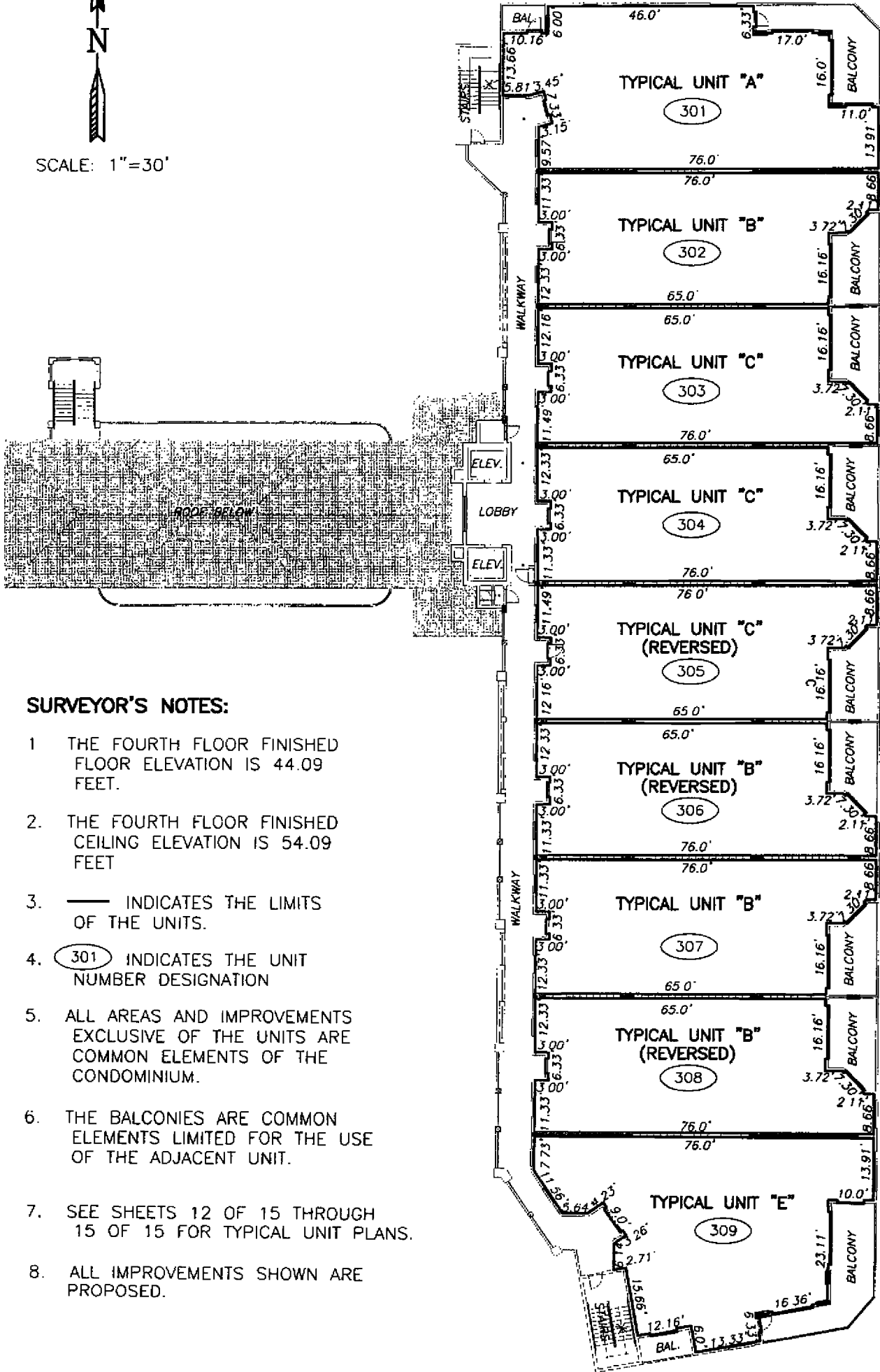
1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 33.42 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 43.42 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (201) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 12 OF 15 THROUGH 15 OF 15 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 THIRD FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

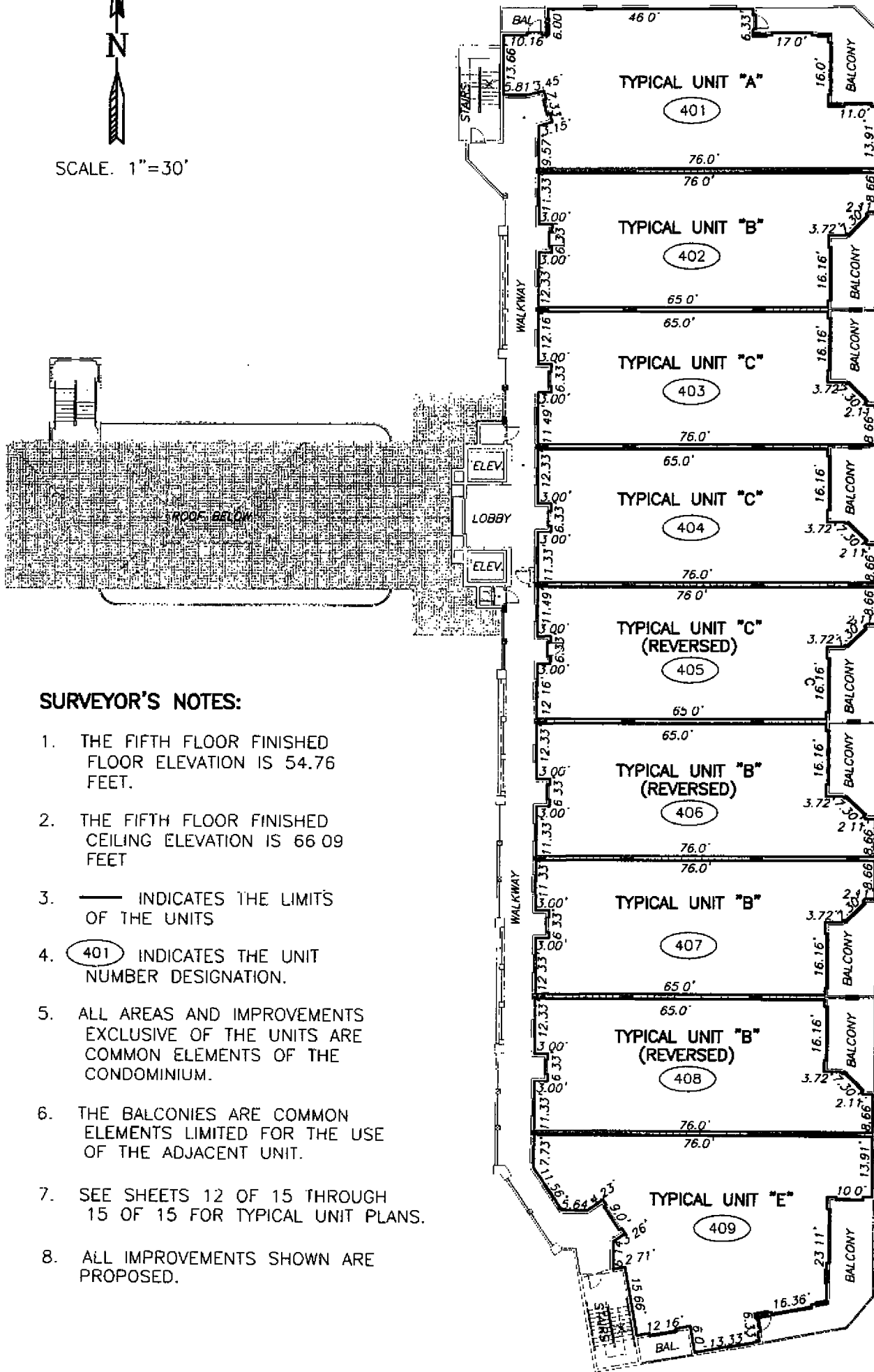
1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 44.09 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 54.09 FEET
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (301) INDICATES THE UNIT NUMBER DESIGNATION
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 12 OF 15 THROUGH 15 OF 15 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 FOURTH FLOOR PLAN



SCALE: 1"=30'



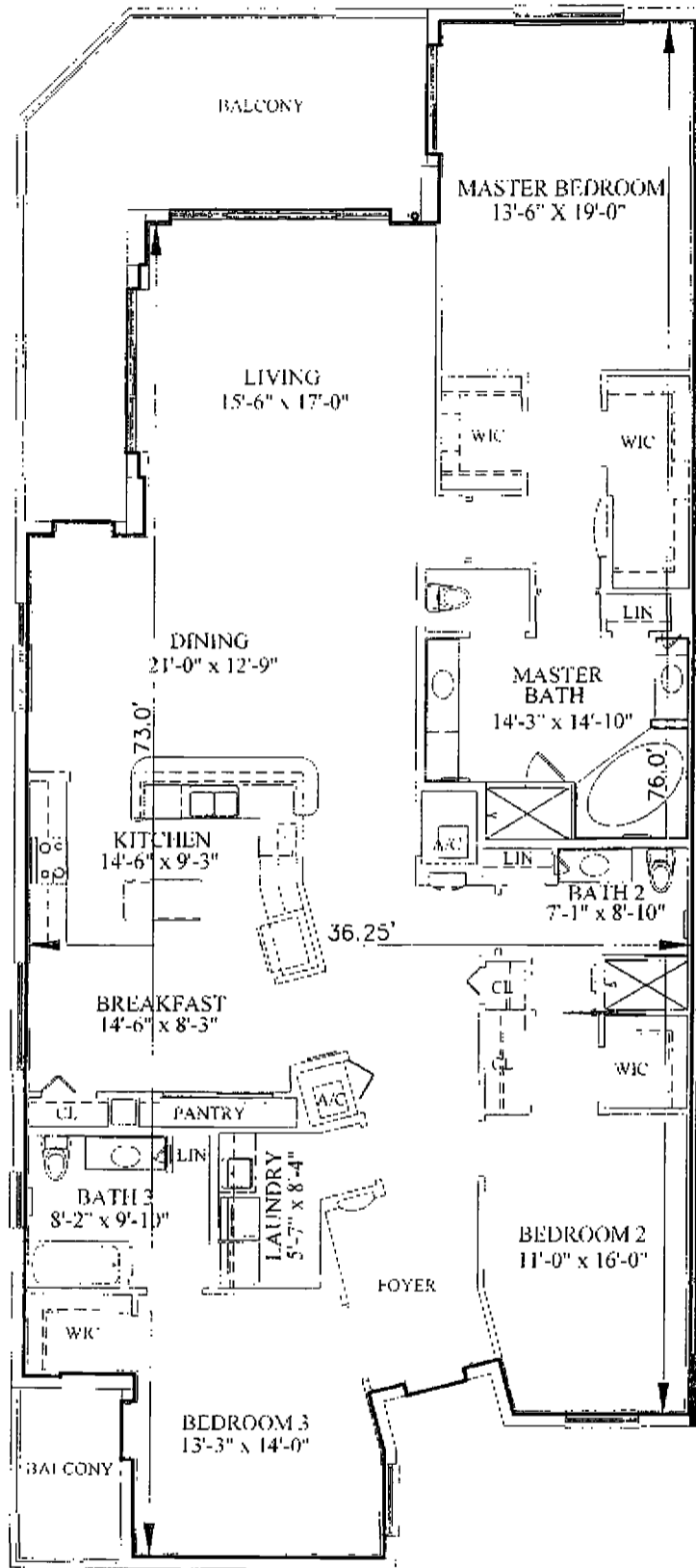
SURVEYOR'S NOTES:

1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 54.76 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 66.09 FEET
3. ——— INDICATES THE LIMITS OF THE UNITS
4. (401) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 12 OF 15 THROUGH 15 OF 15 FOR TYPICAL UNIT PLANS.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "A"

SCALE: 1"=10'



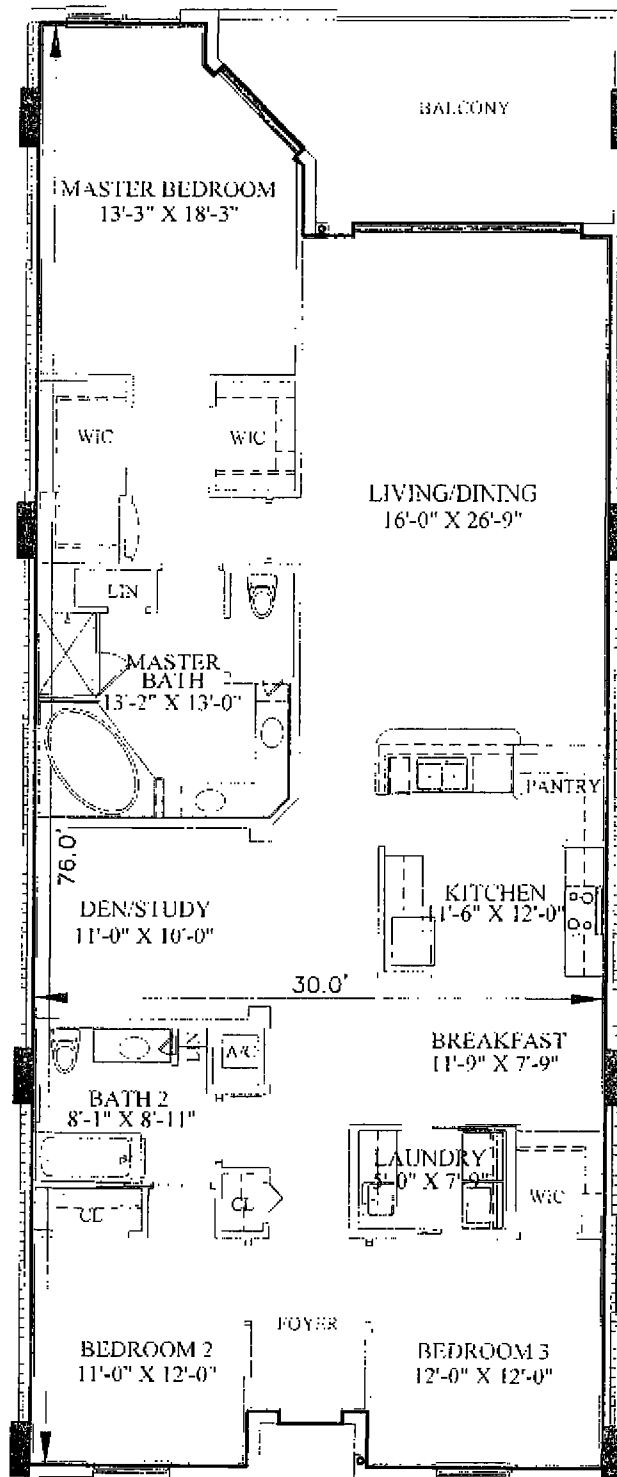
SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 8 THROUGH 11 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. TYPICAL UNIT "A" CONTAINS 2508 SQUARE FEET ±.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "B"

SCALE 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 8 THROUGH 11 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. TYPICAL UNIT "B" CONTAINS 2072 SQUARE FEET ±
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

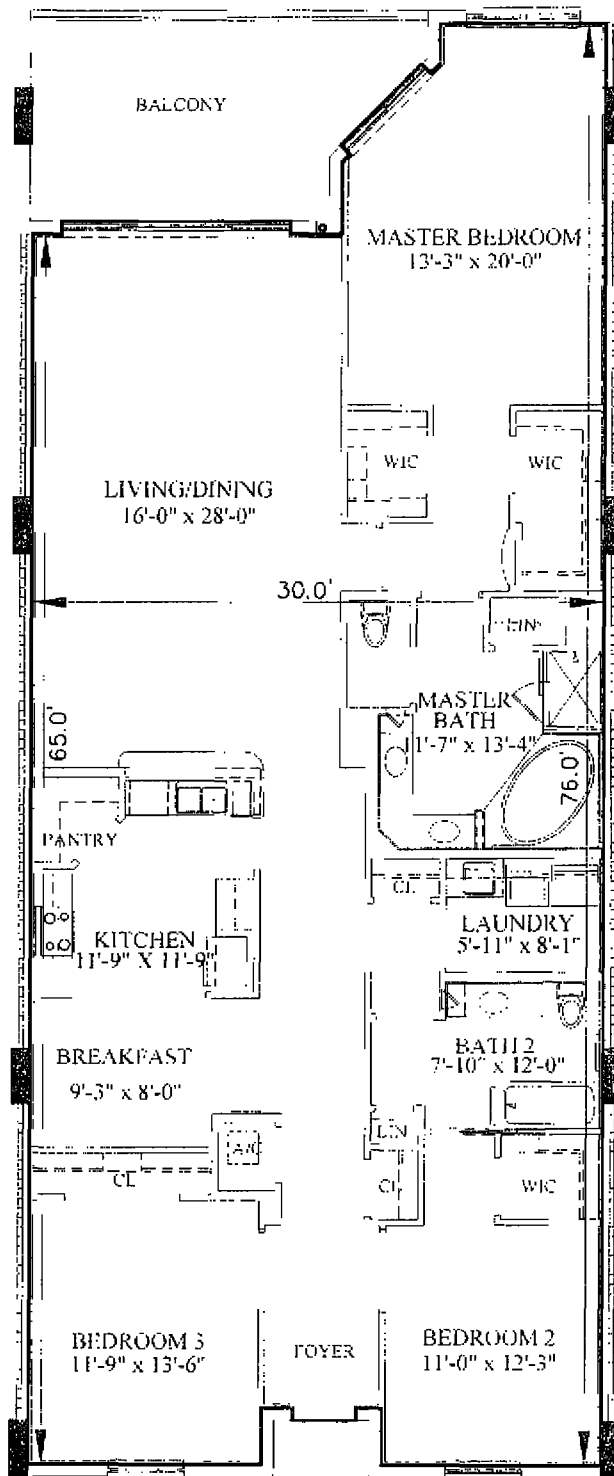
ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

EXHIBIT "A"

SHEET 13 OF 15

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "C"

SCALE: 1"=10'



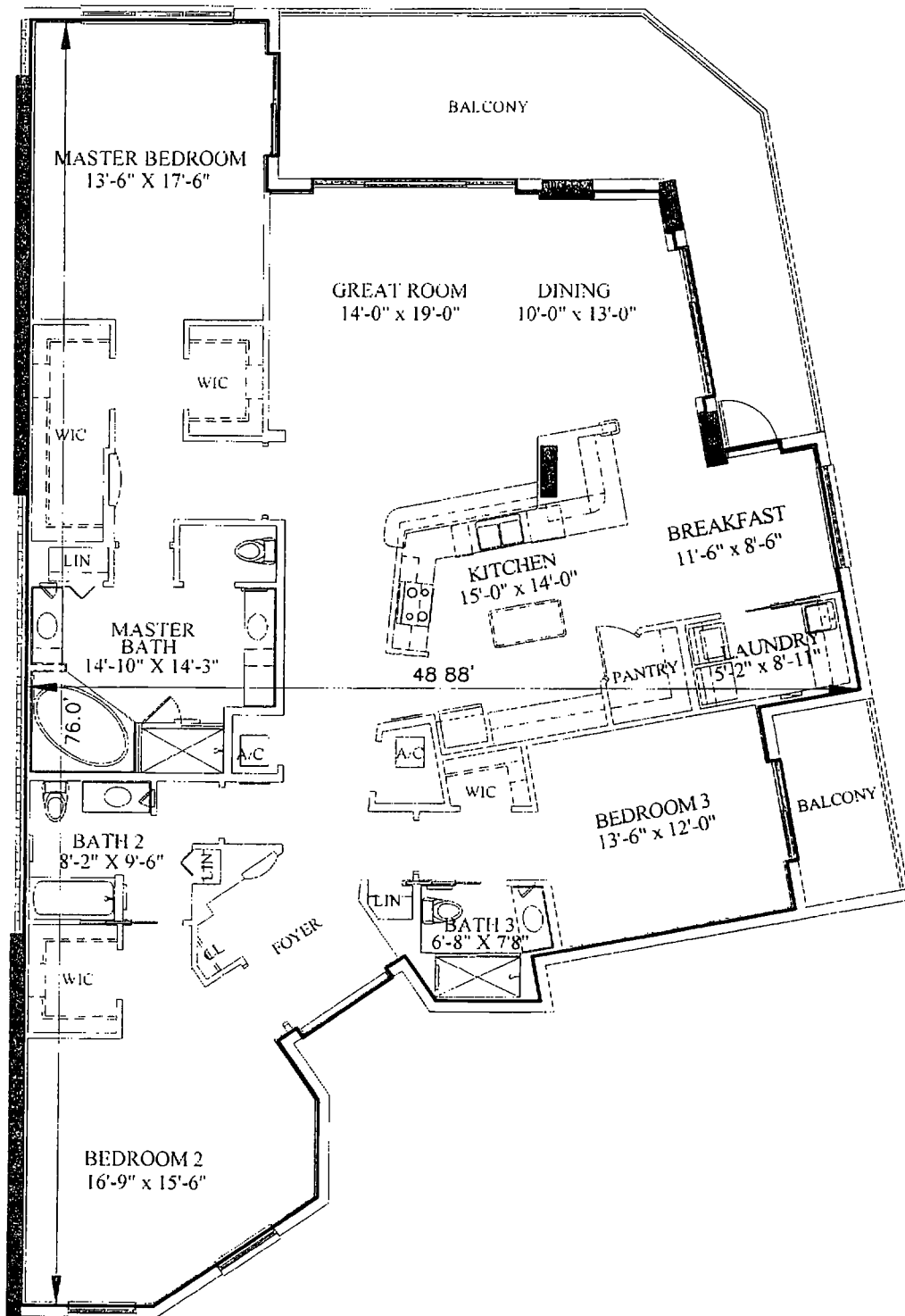
SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 8 THROUGH 11 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. TYPICAL UNIT "C" CONTAINS 2072 SQUARE FEET ±
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "E"

SCALE. 1"=10'



SURVEYOR'S NOTES:

- 1 ——— INDICATES THE LIMITS OF THE UNIT
- 2 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL THE DIMENSIONS MAY VARY SLIGHTLY
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 8 THROUGH 11 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
- 7 TYPICAL UNIT "E" CONTAINS 2457 SQUARE FEET ±.
8. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

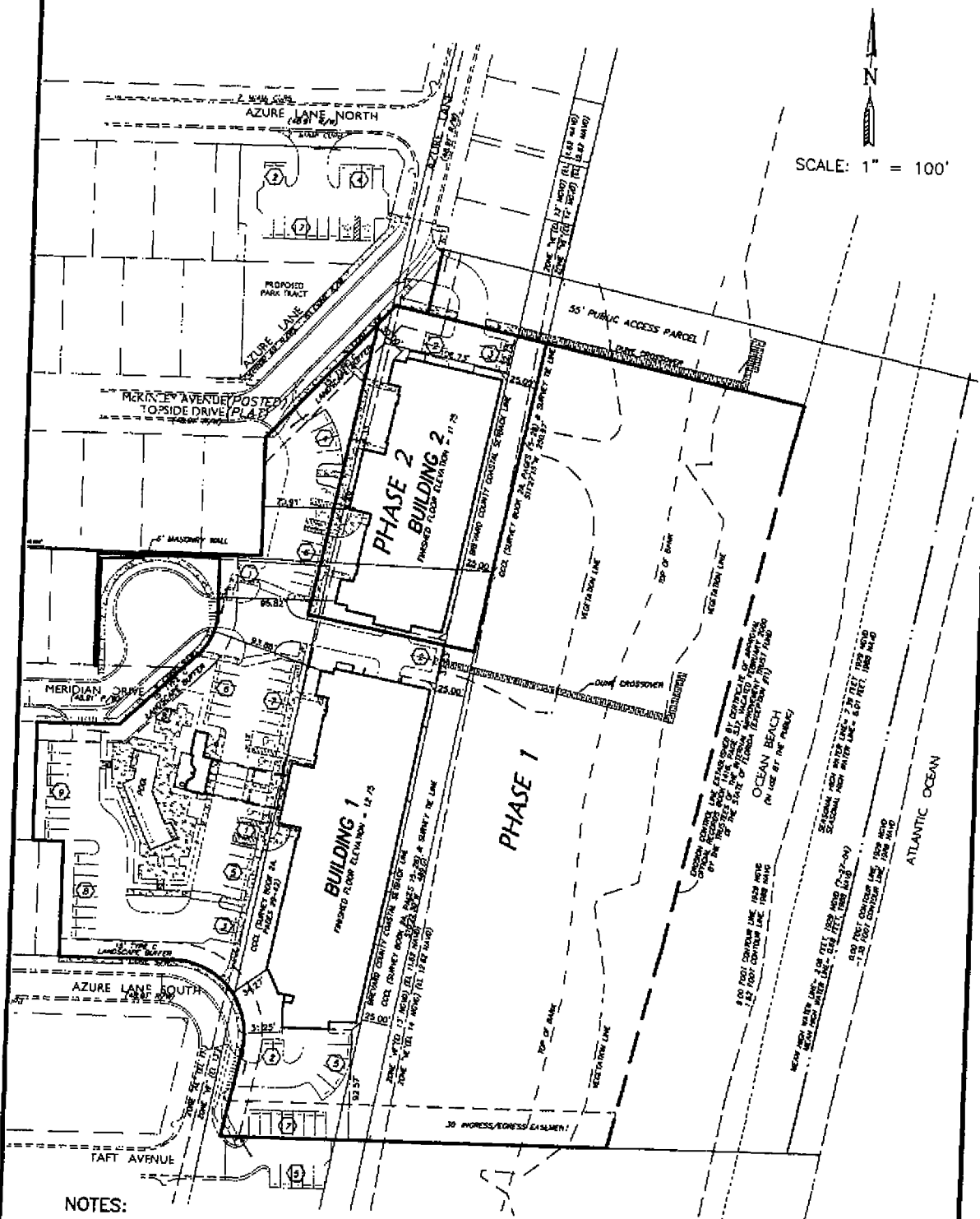
ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

EXHIBIT "A"

SHEET 15 OF 15

THE MERIDIAN, A CONDOMINIUM

GRAPHIC PLOT PLAN OF PROPOSED IMPROVEMENTS



NOTES:

1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION, NOTES CONCERNING THE GRAPHIC PLOT PLAN & PARENT PARCEL DESCRIPTION.
2. REFER TO SHEETS 6 AND 7 FOR THE SKETCHES OF PHASE 1 AND PHASE 2.
3. REFER TO SHEET 4 FOR THE DESCRIPTIONS OF PHASES 1 AND 2.
4. REFER TO SHEET 3 FOR THE PARENT PARCEL DESCRIPTION.

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JANUARY 31, 2006
 REVISED MAY 29, 2007

THE MERIDIAN, A CONDOMINIUM

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN :

1. The Meridian, A Condominium Phase 1, shall contain Building 1, a 5-story Building containing 1 parking floor and 4 residential floors. The 1 parking floor shall contain 36 garage parking spaces and the 4 residential floors shall contain 36 units. The Meridian, A Condominium Phase 1 shall also contain a swimming pool, spa, driveways, walkways, parking areas and open landscaped areas.
2. The Meridian, A Condominium Phase 2, shall contain Building 2, a 5-story Building containing 1 parking floor and 4 residential floors. The 1 parking floor shall contain 28 garage parking spaces and the 4 residential floors shall contain 28 units. The Meridian, A Condominium Phase 2 shall also contain driveways, walkways, parking areas and open landscaped areas.
3. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the declaration of condominium.
4. The graphic plot plan was prepared from an Engineering Site Plan, prepared by Allen Engineering, Inc.

SURVEYOR'S NOTES:

1. The bearings shown hereon are based on a bearing of N13°14'35"E between Florida Department of Natural Resources (now Department of Environmental Protection) Coastal Construction Control Line Monuments "70-80-A05" and "70-80-A06." The bearing for this line was computed from State Plane Coordinate values for said monuments published in Survey Book 2A, pages 29 through 41 of the Public Records of Brevard County, Florida.
2. The elevations shown hereon are based on North American Vertical Datum (NAVD) of 1988. These elevations are based on Florida Department of Natural Resources Monument "70-80-A06," elevation 9.585 feet, National Geodetic Vertical Datum (NGVD) of 1929, this elevation was converted to North American Vertical Datum (NAVD) of 1988 using Corpscon 5.11.08. The conversion from NGVD to NAVD in this area is -1.38 feet.
3. This site lies within Flood Insurance Rate Map (F.I.R.M.) Zone "AE" (base flood elevation = 11 feet), Zone "VE" (base flood elevation = 13 feet) and Zone "VE" (base flood elevation = 14 feet), National Geodetic Vertical Datum of 1929 per Community Panel No 125092 0376 E, Map Index Date: November 19, 1997. The zone boundaries shown hereon are approximate and are scaled from this map.
4. Unless otherwise noted, underground improvement (foundations, septic tanks, utilities etc.) were not located.

ABBREVIATION	DEFINITION
CONC.	CONCRETE
BLOG.	BUILDING
WPP	WOOD POWER POLE
GA	GUY ANCHOR
OHW	OVERHEAD WIRE
OHGW	OVERHEAD GUY WIRE

ABBREVIATION	DEFINITION
MH	MANHOLE
TRB	TELEPHONE RISER BOX
NPS	NO PARKING SIGN
F.F	FINISHED FLOOR
EL.	ELEVATION
A/C	AIR CONDITIONER COMPRESSOR

ABBREVIATION	DEFINITION
FGP	FENCE GATE POST
C.L.	CHAIN LINK
SLS	SPEED LIMIT SIGN
CPP	CONCRETE POWER POLE
WOP	WOOD POST
UGE	UNDERGROUND ELECTRIC

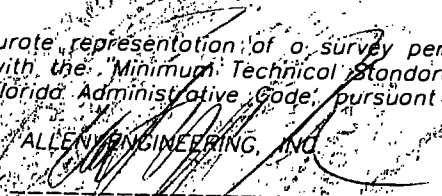
NOTES:

1. SEE SHEET 3 FOR THE PARENT PARCEL LEGAL DESCRIPTION.

CERTIFICATION:

I hereby certify the Sketch of Survey shown on Sheet 4 of 6 is an accurate representation of a survey performed under my direction and completed on January 16, 2006 in accordance with the "Minimum Technical Standards" for Land Surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper

ALLEN ENGINEERING, INC.
 BY: 
 ROBERT M. SALMON
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA, NO. 4262

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM

THE MERIDIAN PARENT PARCEL:

DESCRIPTION: The Meridian

All of Lots 14 through 27, the 5.00 foot wide South Walkway between Lots 22 and 23, a portion of Lot 39, all of Lots 40 through 44, a portion of Lots 45, 52, 53 and 54, all of Lots 55 and 56, a portion of Lot 69, and portions of Azure Lane, Topside Drive, Meridian Drive, and Azure Lane South (said roads vacated by resolutions recorded in Official Records Book 5689, Page 1770), all as shown on the plat of WINSLOW RESERVE SUBDIVISION according to the plat thereof as recorded in Plat Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of said Lots 14 through 27, and lands lying East of said South Walkway, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 27; thence $N11^{\circ}58'01''E$, along the East line of Azure Lane (a 48.91 foot wide right of way as shown on said plat), a distance of 74.51 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 61.00 feet and a central angle of $102^{\circ}08'11''$; thence Northwesterly, along the arc of said curve to the left, a distance of 108.74 feet, to a point of tangency and a point on the North line of Azure Lane South (a 48.91 foot wide right of way as shown on said plat); thence $S89^{\circ}49'50''W$, along said North line, a distance of 94.57 feet, to the Southwest corner of the East 30.00 feet of said Lot 39; thence $N00^{\circ}00'29''E$, along the West line of the East 30.00 feet of said Lot 39, a distance of 97.74 feet, to a point on the South line of said Lot 45; thence $S89^{\circ}49'14''W$, along the South line of said Lot 45, a distance of 25.55 feet, to the Southwest corner of the East 29.21 feet of said Lot 45; thence $N00^{\circ}01'03''E$, along the West line of the East 29.21 feet of said Lot 45, a distance of 97.73 feet, to a point on the South line of Meridian Drive (a 48.91 foot wide right of way as shown on said plat); thence $N89^{\circ}48'37''E$, along said South line, a distance of 68.63 feet, to a point on the Southerly extension of the Southeast line of that parcel deeded to Brevard County, Florida by Roadway Right of Way Cui-De-Sac Deed recorded in Official Records Book 5689, Page 1781; thence $N46^{\circ}14'10''E$, along said Southeast line, a distance of 87.60 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 50.00 feet and a central angle of $45^{\circ}26'28''$; thence Northeasterly, along the East line of said parcel and the arc of said curve to the left, a distance of 40.53 feet, to a point of tangency; thence $N00^{\circ}12'18''W$, along the East line of said parcel, a distance of 47.53 feet, to the Northeast corner of said parcel, thence the following three courses along the North line of said parcel: 1) $S89^{\circ}49'36''W$, a distance of 63.41 feet; 2) $S01^{\circ}50'29''W$, a distance of 2.38 feet; 3) $S87^{\circ}49'09''W$, a distance of 35.03 feet, to the West line of said parcel; thence $S00^{\circ}02'47''W$, along said West line, a distance of 91.70 feet, to the North right of way line of Meridian Drive; thence $S89^{\circ}48'18''W$, a distance of 2.57 feet, to the Southwest corner of the East 11.22 feet of said Lot 52, thence $N00^{\circ}01'20''E$, along the West line of the East 11.22 feet of said Lot 52, a distance of 95.57 feet, to the South line of Lot 59 of said subdivision as said line was established by the Circuit Court in FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGEMENT, as recorded in Official Records Book 2849, Page 2881 of said public records; thence $N89^{\circ}45'28''E$, along said South line, a distance of 34.90 feet, to the Southerly extension of the East line of said Lot 59; thence $N00^{\circ}01'29''E$, along said East line, a distance of 2.14 feet, to a point on the North line of said Lot 53; thence $N89^{\circ}47'42''E$, along the North lines of said Lots 53 through 55, a distance of 100.00 feet, to the Southwest corner of said Lot 56; thence $N00^{\circ}00'39''E$, along the West line of said Lot 56, a distance of 97.74 feet, to the Northwest corner of said Lot 56; thence $N42^{\circ}20'48''E$, a distance of 153.79 feet, to a point on the Westerly extension of the North line of said Lot 14; thence $S78^{\circ}01'58''E$, along said Westerly extension, along the North line of said Lot 14 and its Easterly extension, a distance of 348.66 feet, to a point on the Erosion Control Line of the Atlantic Ocean established by Certificate of Approval as recorded in Official Records Book 4242, Page 492 of the Public Records of Brevard County, Florida; thence the following 4 courses along said Erosion Control Line: (1) $S13^{\circ}36'25''W$, a distance of 51.26 feet, (2) $S12^{\circ}45'58''W$, a distance of 213.47 feet; (3) $S11^{\circ}58'00''W$, a distance of 203.09 feet; (4) $S13^{\circ}16'52''W$, a distance of 175.67 feet, to a point on the Easterly extension of the South line of said Lot 27; thence $S89^{\circ}50'09''W$, along said Easterly extension and the along the South line of said Lot 27, a distance of 319.77 feet, to the POINT OF BEGINNING; Containing 6.69 acres, more or less Together with all riparian rights thereto appertaining.

NOTES:

1. SEE SHEET 4 FOR THE SKETCH TO ACCOMPANY THE PARENT PARCEL LEGAL DESCRIPTION

THE MERIDIAN, A CONDOMINIUM

DESCRIPTION: The Meridian Phase 1

A portion of Lot 19, all of Lots 20 through 27, the 5.00 foot wide South Walkway between Lots 22 and 23, a portion of Lot 39, all of Lots 40 through 44, a portion of Lots 45 and 54, all of Lots 55 and 56, a portion of Lot 69, and portions of Azure Lane, Topside Drive, Meridian Drive, and Azure Lane South, all as shown on the plot of WINSLOW RESERVE SUBDIVISION according to the plot thereof as recorded in Plot Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of Lots 14 through 27, and lands lying East of said South Walkway, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 27; thence $N11^{\circ}58'01''E$, along the East line of Azure Lane (a 48.91 foot wide right of way as shown on said plot), a distance of 74.51 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 61.00 feet and a central angle of $102^{\circ}08'11''$; thence Northwesterly, along the arc of said curve to the left, a distance of 108.74 feet, to a point of tangency and a point on the North line of Azure Lane South (a 48.91 foot wide right of way as shown on said plot), thence $S89^{\circ}49'50''W$, along said North line, a distance of 94.57 feet, to the Southwest corner of the East 30.00 feet of said Lot 39, thence $N00^{\circ}00'29''E$, along the West line of the East 30.00 feet of said Lot 39, a distance of 97.74 feet, to a point on the South line of said Lot 45, thence $S89^{\circ}49'14''W$, along the South line of said Lot 45, a distance of 25.55 feet, to the Southwest corner of the East 29.21 feet of said Lot 45; thence $N00^{\circ}01'03''E$, along the West line of the East 29.21 feet of said Lot 45, a distance of 97.73 feet, to a point on the South line of Meridian Drive (a 48.91 foot wide right of way as shown on said plot); thence $N89^{\circ}48'37''E$, along said South line, a distance of 68.63 feet; thence $N46^{\circ}14'10''E$, a distance of 87.60 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 50.00 feet and a central angle of $46^{\circ}26'28''$, thence Northeasterly, along the arc of said curve to the left, a distance of 40.53 feet, to a point of tangency; thence $N00^{\circ}12'18''W$, a distance of 47.53 feet; thence $S89^{\circ}49'36''W$, a distance of 63.41 feet, thence $S01^{\circ}50'29''E$, a distance of 2.38 feet; thence $S87^{\circ}49'09''W$, a distance of 35.03 feet, thence $S00^{\circ}02'47''W$, a distance of 91.71 feet, to the North right of way line of said Meridian Drive; thence $S89^{\circ}48'19''W$, a distance of 2.57 feet, to the Southwest corner of the East 11.22 feet of said Lot 52; thence $N00^{\circ}01'20''E$, along the West line of the East 10.22 feet of said Lot 52, a distance of 95.57 feet, to a point on the South line of Lot 59 of said subdivision as said line was established by the Circuit Court in FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGEMENT, as recorded in Official Records Book 2849, Page 2881 of said public records, thence $N89^{\circ}45'28''E$, along said South line, a distance of 34.90 feet, to the Southerly extension of the East line of said Lot 59, thence $N00^{\circ}01'29''E$, along said East line, a distance of 2.14 feet, to a point on the North line of said Lot 54; thence $N89^{\circ}47'42''E$, along the North lines of said Lots 54 and 55, a distance of 100.00 feet, to the Northwest corner of said Lot 56, thence $N42^{\circ}20'48''E$, a distance of 133.23 feet, thence $S11^{\circ}27'15''W$, a distance of 250.69 feet; thence $S79^{\circ}05'08''E$, a distance of 141.40 feet, to a point on the Coastal Construction Control Line as recorded in Survey Book 2A, Pages 15 through 28 of the Public Records of Brevard County, Florida; thence the following 2 courses along said Coastal Construction Control Line: (1) $N10^{\circ}22'30''E$, a distance of 69.88 feet, (2) $N11^{\circ}27'15''E$, a distance of 195.97 feet, to a point on the Easterly extension of the North line of Lot 14 as shown on said plot; thence $S78^{\circ}01'58''E$, along said Easterly extension, a distance of 219.13 feet, to a point on the Erosion Control Line of the Atlantic Ocean established by Certificate of Approval as recorded in Official Records Book 4242, Page 492 of the Public Records of Brevard County, Florida; thence the following 4 courses along said Erosion Control Line: (1) $S13^{\circ}36'25''W$, a distance of 51.26 feet; (2) $S12^{\circ}45'58''W$, a distance of 213.47 feet; (3) $S11^{\circ}58'00''W$, a distance of 203.09 feet; (4) $S13^{\circ}16'52''W$, a distance of 175.07 feet to a point on the Easterly extension of the South line of said Lot 27; thence $S89^{\circ}50'09''W$, along said Easterly extension and the along the South line of said Lot 27, a distance of 319.77 feet, to the POINT OF BEGINNING; Containing 5.83 acres, more or less Together with all riparian rights thereto appertaining.

DESCRIPTION: The Meridian Phase 2

All of Lots 14 through 18, a portion of Lot 19, and a portion of Azure Lane, all as shown on the plot of WINSLOW RESERVE SUBDIVISION according to the plot thereof as recorded in Plot Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of said Lots 14 through 19, and being more particularly described as follows:

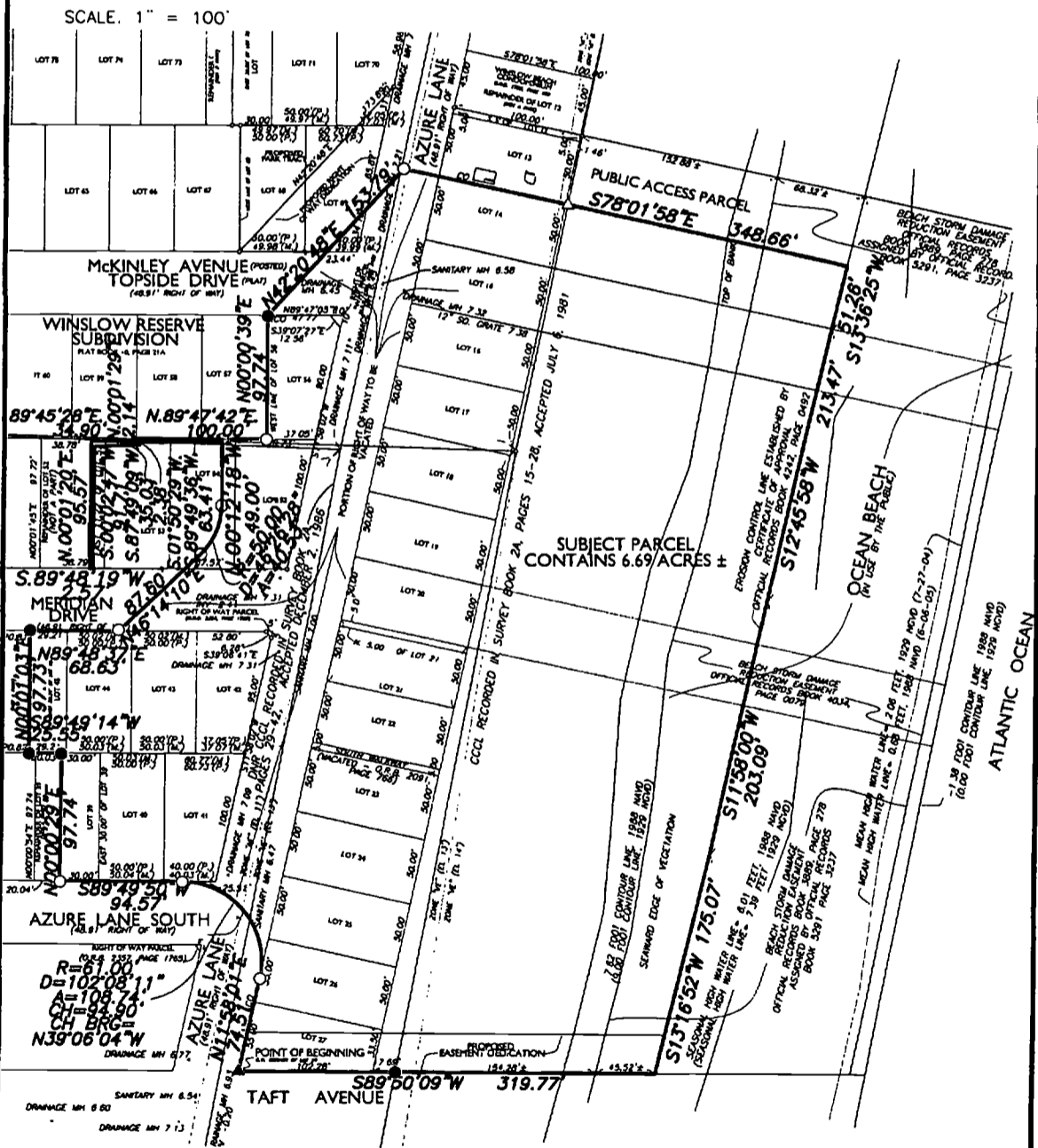
Commence at the Southwest corner of Lot 27 as shown on said plot; thence $N89^{\circ}50'09''E$, along the South line of said Lot 27, a distance of 119.97 feet, to a point on the Coastal Construction Control Line as recorded in Survey Book 2A, Pages 15 through 28 of the Public Records of Brevard County, Florida; thence $N10^{\circ}22'30''E$, along said Coastal Construction Control Line, a distance of 419.13 feet, to the POINT OF BEGINNING of the herein described parcel; thence $N79^{\circ}05'08''W$, a distance of 141.40 feet; thence $N11^{\circ}27'15''E$, a distance of 250.69 feet, thence $N42^{\circ}20'48''E$, a distance of 20.56 feet, to a point on the Westerly extension of the North line of said Lot 14; thence $S78^{\circ}01'58''E$, along said Westerly extension, along the North line of said Lot 14 and its Easterly extension, a distance of 129.53 feet, to a point on said Coastal Construction Control Line, thence $S11^{\circ}27'15''W$, along said Coastal Construction Control Line, a distance of 195.97 feet; thence $S10^{\circ}22'30''W$, along said Coastal Construction Control Line, a distance of 69.88 feet, to the POINT OF BEGINNING, Containing 0.86 acres, more or less

NOTE:

1. REFER TO SHEETS 5 & 6 FOR THE SKETCH TO ACCOMPANY THE PHASE 1 AND PHASE 2 LEGAL DESCRIPTIONS.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

THE MERIDIAN, A CONDOMINIUM SKETCH OF BOUNDARY SURVEY - PARENT PARCEL



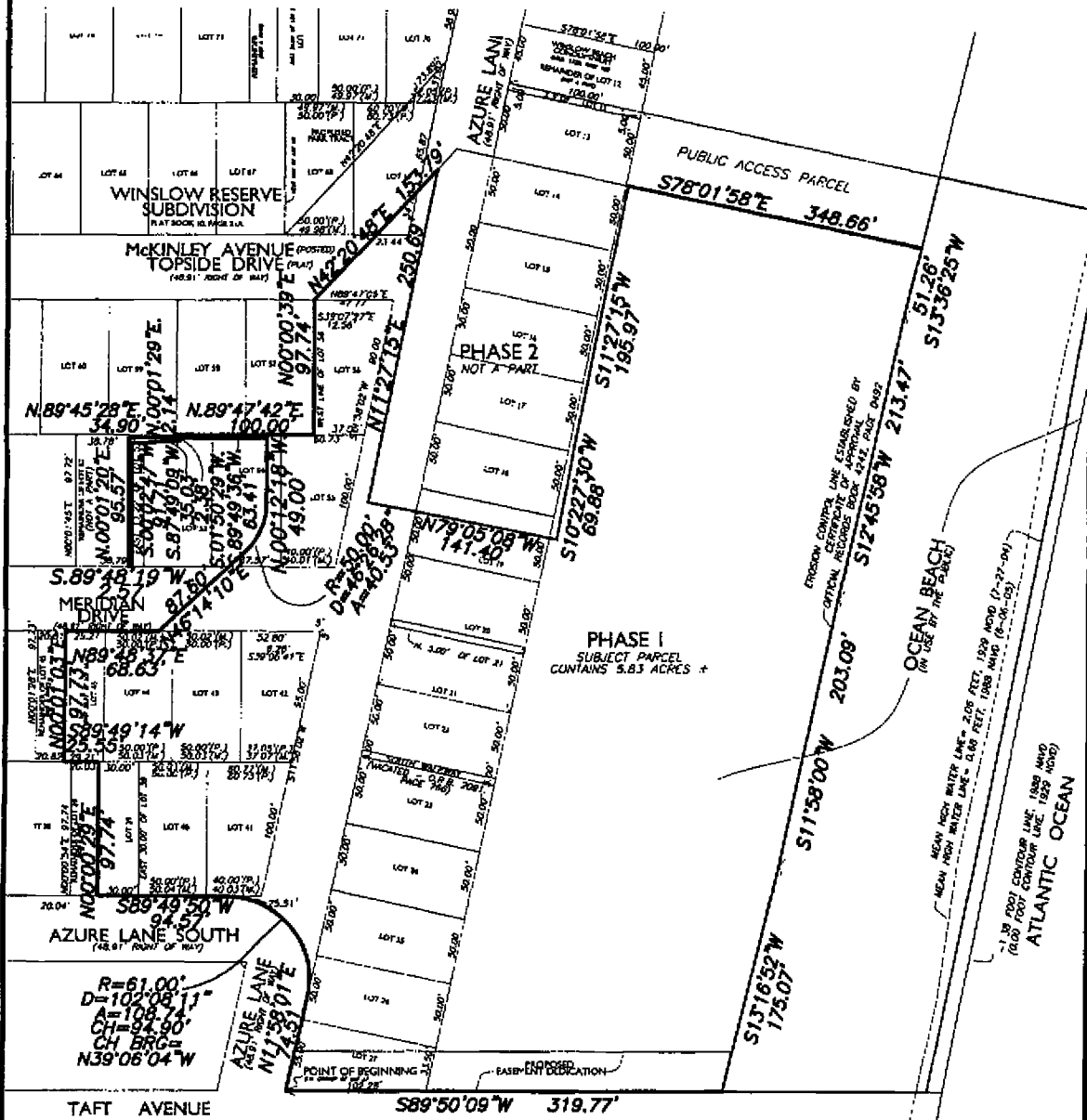
- LEGEND:**
- = FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266"
 - = SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266"
 - ▲ = FOUND MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266".
 - △ = SET MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266".

- NOTE:**
1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.
 2. REFER TO SHEET 3 FOR THE PARENT PARCEL DESCRIPTION

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006
REVISED MAY 29, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1

SCALE: 1" = 100'



NOTE:

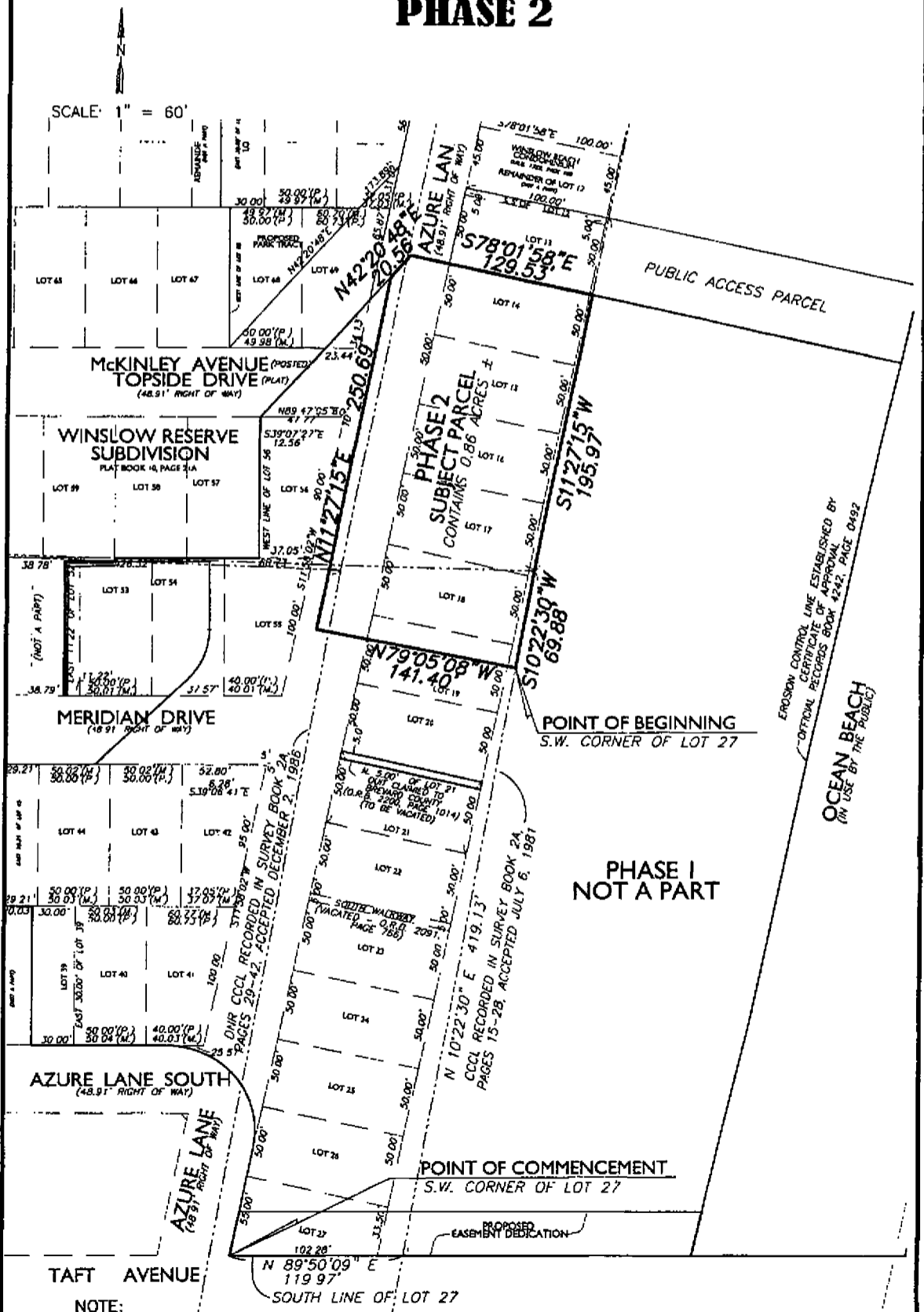
1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.
2. REFER TO SHEET 4 FOR THE LEGAL DESCRIPTION TO ACCOMPANY THIS SKETCH.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006

EXHIBIT "B"

SHEET 6 OF 7

THE MERIDIAN, A CONDOMINIUM PHASE 2



NOTE:

- REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.
- REFER TO SHEET 4 FOR THE LEGAL DESCRIPTION TO ACCOMPANY THIS SKETCH.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JANUARY 31, 2006
REVISED MAY 29, 2007

2-22

This instrument prepared by
CURTIS R. MOSLEY, ESQ
Mosley & Wallis, P A
Post Office Box 1210
Melbourne, Florida 32902-1210

HC

**FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OF THE MERIDIAN, A CONDOMINIUM**

MERIDIAN OF BREVARD LLC, a Limited Liability Company, pursuant to the authority reserved in Article XIII of the Declaration of Condominium establishing THE MERIDIAN, A CONDOMINIUM, as recorded in Official Records Book 5782, Page 5772, of the Public Records of Brevard County, Florida (the "Declaration"), and the Florida Condominium Act, hereby amends the Declaration as follows

I

ESTABLISHMENT OF CONDOMINIUM

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

SEE SHEET 64 OF EXHIBIT "AB" ATTACHED TO THE DECLARATION AND INCORPORATED THEREIN BY REFERENCE AND MADE A PART THEREOF FOR LEGAL DESCRIPTION OF PHASES 1 AND 2.

THE MERIDIAN, A CONDOMINIUM, is located at 6130 Messina Lane, Cocoa Beach, Florida 32931. The Condominium consists of ~~one (1)~~ two (2) buildings containing a total of ~~thirty-six (36)~~ sixty-four (64) residential units and other appurtenant improvements as hereinafter described. Building 1 is a five (5) story building containing thirty-six (36) units and thirty-six (36) enclosed garage parking spaces. Building 2 is a five (5) story building containing twenty-eight (28) units and twenty-eight (28) enclosed garage parking spaces. In addition, there are ~~sixty-six (66)~~ seventy-one (71) parking spaces including five (5) handicapped parking spaces located on the Condominium Property. The enclosed garage parking spaces are located on the first floor of Buildings 1 and 2. Floors 2 through 5 inclusive of Building 1, each contain nine (9) units per floor. Floors 2 through 5 inclusive of Building 2, each contain seven (7) units per floor. There are ~~four (4)~~ eight (8) Type "A" units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,629 square feet. There are ~~sixteen (16)~~ twenty-four (24) Type "B" units each of which has three (3) bedrooms, two (2) baths, a den/study and contains approximately 2,180 square feet. There are ~~twelve (12)~~ twenty-four (24) Type "C" units each of which has three (3) bedrooms, two (2) baths and contains approximately 2,180 square feet. There are ~~four (4)~~ eight (8) Type "E" units each of which has three (3) bedrooms, three (3) baths and contains approximately 2,570 square feet. All square footage measurements are provided by the architects using methods common to the industry. The square footage for units shown in Exhibit "A" was determined by the engineering firm. The graphic description of each floor is shown on Sheets 6 through 10 inclusive, of Exhibit "A" and Sheets 6 through 10 inclusive of Exhibit "E" to the Declaration of Condominium. The Developer, MERIDIAN OF BREVARD LLC reserves the right to designate the garage parking spaces for the exclusive use of the unit owners, and upon such designation, the garages shall become limited common elements. For legal description, survey and plot plan of the Condominium see Exhibit A to the Declaration of Condominium. The Developer estimates Phases 1 and 2 of the Condominium will be completed on or before February 28, 2008. 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 THE MERIDIAN, A CONDOMINIUM, hereinafter referred to as the "Condominium".

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 Unit Owners hereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and Articles of Incorporation of THE MERIDIAN CONDOMINIUM ASSOCIATION OF BREVARD, INC , a Florida corporation not for profit ("Association")

The definitions contained in the Florida Condominium Act shall be the definitions of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth

All other provisions of Article I shall remain in full force ad effect and unchanged by this Amendment

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

A Attached hereto and made a part hereof, and marked Exhibit A consisting of 15 pages, ~~and~~ Exhibit "B", consisting of 6 pages, and Exhibit "E" consisting of 14 pages are boundary surveys of the entire premises of which Phases 1 and 2 are a part, boundary surveys of each phase, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements in which units are located, and plot plans thereof, identifying the units, the common elements and the limited common elements, and their respective locations and dimensions

Said surveys, graphic descriptions and plot plans were prepared by

Allen Engineering, Inc.
By Robert M Salmon
Professional Land Surveyor
No 4262, State of Florida

and have been certified in the manner required by the Florida Condominium Act Each unit is identified and designated by a specific number No unit bears the same numerical designation as any other unit The specific numbers identifying each unit are listed on Sheets 7 through 10 of Exhibit "A" and Sheets 7 through 10 of Exhibit "E" attached to this Declaration of Condominium

All other provisions of Article II shall remain in full force ad effect and unchanged by this Amendment

III

OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each unit shall own, as an appurtenance to the ownership of each said unit, an undivided one ~~thirty-sixth~~ (1/36) ~~sixty-fourth~~ (1/64) share of all common elements of the Condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc , and substantial portions of the exterior walls, floors, ceiling and walls between units The space within any of the units and common elements shall not be further subdivided Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separate from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person

executing such instrument and an undivided one ~~thirty-sixth (1/36)~~sixty-fourth (1/64) interest in all common elements of the Condominium

The Developer hereby, and each subsequent owner of any interest in a unit and in the common elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida as it exists now or hereafter until this Condominium unit 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 elements subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any Condominium units owned by the Developer in order that the said units may be used together as one (1) integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over streets, walks, terraces and other common elements 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 complex, to the use and enjoyment of all public portions of the buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common elements.

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 buildings, 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 elements shall be subject to a perpetual easement in gross granted to the ~~Association~~ THE MERIDIAN CONDOMINIUM ASSOCIATION OF BREVARD, INC, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein. The Association shall have the right to grant utility easements under, through or over the common elements and such other easements as the Board, in its sole discretion, shall decide. The consent of the Unit Owners to the granting of any such easement shall not be required.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each such Unit Owner's share of the ownership of the common elements, that is one ~~thirty-sixth (1/36)~~sixty-fourth (1/64).

All other provisions of Article III shall remain in full force and effect and unchanged by this Amendment.

IV

UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The units of the Condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the units. The boundaries of the units are more specifically shown in Exhibits "A" and "E", attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units, while the upper and lower boundaries of the units, relating to the elevations of the units, are shown in notes on said plan. "Unit" means a part of the Condominium Property which is subject to exclusive ownership. A unit in this Condominium shall mean a unit which has been substantially completed as evidenced by the issuance of a Certificate of Occupancy or its equivalent by the appropriate governmental agency.

There are limited common elements appurtenant to each of the units in this Condominium, as shown and reflected by the floor and plot 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 an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant. In addition, there are ~~thirty-six (36)~~ sixty-four (64) enclosed garage parking spaces as shown on Sheet 6 of Exhibit "A" and Sheet 6 of Exhibit "E". These enclosed garage parking spaces are common elements for which the Developer reserves the right to designate the unit which shall be entitled to exclusive use of the garage parking spaces. After such designation, the enclosed garage parking spaces shall be appurtenant to the unit and shall become a limited common element. The developer may charge a fee for the assignment of these garage parking spaces in its sole discretion.

Unit owners have the right to transfer enclosed garage parking spaces to other units or unit owners pursuant to Section 718.106(2)(b), Florida Statutes. Any transfer of enclosed garage parking spaces shall be subject to rules promulgated by the Association.

Any air conditioning and/or heating equipment which exclusively services a Unit shall be a Limited Common Element appurtenant to the Unit it services.

The common elements of the Condominium unit consist of all of the real property, improvements and facilities of the Condominium other than the units and the limited common elements as the same are hereinabove defined, and shall include easements through the units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units, limited common elements and common elements and easements of support in every portion of a unit 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 units.

There are located on the common elements of the Condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas.

All other provisions of Article IV shall remain in full force and effect and unchanged by this Amendment.

V.

**ADMINISTRATION OF CONDOMINIUM BY
THE MERIDIAN CONDOMINIUM ASSOCIATION OF BREVARD, INC.**

The operation and management of the Condominium shall be administered by the Association.

The Association shall make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the items set forth in Section 718.111(12), Florida Statutes. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

The Association, upon written request from any institutional lenders which have an interest or prospective interest in the Condominium, shall furnish within a reasonable time the financial report of the Association required by Section 718.111(13), Florida Statutes, for the immediately preceding fiscal year.

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, Articles of Incorporation and By-Laws of the Association. True and correct copies of the Articles of Incorporation and the By-Laws are attached hereto, made a part hereof, and marked Exhibit C and Exhibit D, respectively.

All other provisions of Article V shall remain in full force and effect and unchanged by this Amendment

VI.

MEMBERSHIP AND VOTING RIGHTS

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

There shall be a total of ~~thirty-six (36)~~ ~~sixty-four (64)~~ votes to be cast by the owners of the Condominium units. Such votes shall be apportioned and cast as follows. The owner of each Condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where a Condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) 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 Association shall be controlled and governed by the Board of Administration of the Association who are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association. Each director shall be the owner of a Condominium unit (or a partial owner of a Condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a limited liability company, corporation, or other legal entity, including the Developer, any authorized member of a limited liability company, duly elected officer or officers of an owner corporation or authorized member of any other legal entity may be elected a director or directors)

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 in a Condominium that will be operated ultimately by an Association, the Unit Owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association (a) three years (3) after fifty (50%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers, (b) three (3) months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers, (c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or (e) seven years after recordation of the Declaration of Condominium, or in the case of an association which may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or in the case of an association operating a phase Condominium created pursuant to Section 718.403, Florida Statutes, seven years after recordation of the declaration creating the initial phase, whichever shall occur first. The Developer is entitled to elect or appoint at least one member of the Board of Administration of an association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other Unit Owner except for purposes of re-acquiring control of the Association or selecting the majority members of the Board of Administration.

The Developer reserves the right to transfer control of the Association to Unit Owners other than the Developer at any time, in its sole discretion. The Unit Owners shall take control of the Association if the Developer so elects prior to the time stated in the above schedule.

All other provisions of this Article VI shall remain in full force and effect and unchanged by this Amendment.

VII.

**COMMON EXPENSES, ASSESSMENTS, COLLECTION
LIEN AND ENFORCEMENT, LIMITATIONS**

The Board of Administration of the Association shall propose annual budgets in advance 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, but not be limited to, the estimated amounts necessary for maintenance and operation of common elements and limited common elements, landscaping, streets and walkways, office expenses, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. 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. Each Unit Owner shall be liable for the payment to the Association of one ~~thirty-sixth (1/36)~~ sixty-fourth (1/64) of the common expenses as determined in said budget.

All other provisions of this Article VII shall remain in full force and effect and unchanged by this Amendment.

XIV

TERMINATION OF CONDOMINIUM

The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following portion thereof, to-wit:

AN UNDIVIDED ONE ~~THIRTY-SIXTH (1/36)~~ SIXTY-FOURTH (1/64)

All other provisions of this Article XIV shall remain in full force and effect and unchanged by this Amendment.

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this 7 day of NOVEMBER 2006.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Tamela J. Jones
Print Name Tamela J. Jones

Barbara Downey
Print Name Barbara Downey

DEVELOPER.

MERIDIAN OF BREVARD LLC, a Florida
Limited Liability Company


BY. Towne Realty, Inc., a Wisconsin
corporation


BY. Kohn Bennett
Kohn Bennett, Vice President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 7th day of November, 2006, by Kohn Bennett, Vice President of TOWNE REALTY, INC, a Wisconsin corporation, on behalf of MERIDIAN OF BREVARD LLC, a Florida Limited Liability Company. He is personally known.

to me or produced _____ as identification


NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Barbara Downey
Commission # DD446461
Expires AUG 19, 2009
Bonded thru Atlantic Bonding Co., Inc

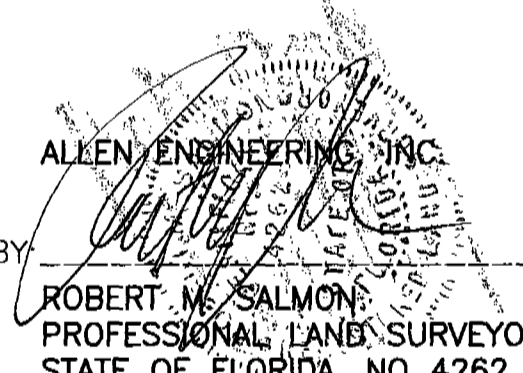
SURVEYOR'S CERTIFICATE FOR THE MERIDIAN, A CONDOMINIUM PHASE 2

STATE OF FLORIDA
COUNTY OF BREVARD


BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED "ROBERT M SALMON", 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 AN OATH AS FOLLOWS, TO-WIT

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "E" IS NOT SUBSTANTIALLY COMPLETE, HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "E" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE MERIDIAN, A CONDOMINIUM, PHASE 2 IS AN ACCURATE REPRESENTATION OF THE LOCATIONS 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

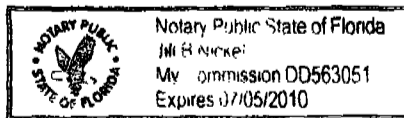
IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 2ND DAY OF NOVEMBER 2006, A D


BY _____
ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO 4262

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 2ND DAY OF NOVEMBER, 2006 BY ROBERT M SALMON, WHO IS PERSONALLY KNOWN AND WHO DID TAKE AN OATH



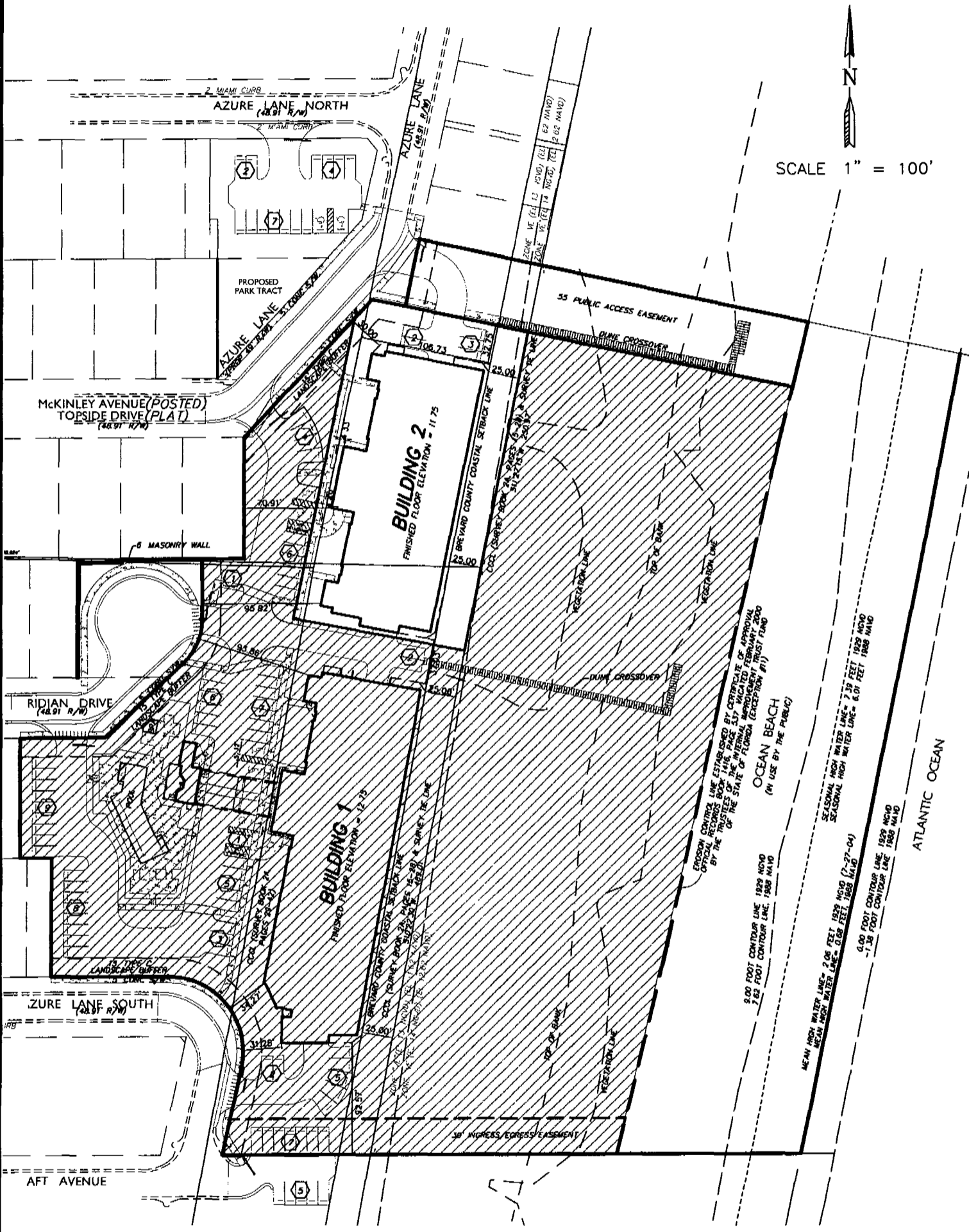
JILL B NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 5, 2010
MY COMMISSION NO IS DD563051



ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 2

GRAPHIC PLOT PLAN OF PROPOSED IMPROVEMENTS



NOTES:

- 1 REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND THE NOTES CONCERNING THE GRAPHIC PLOT PLAN
- 2 = HATCHED AREAS NOT A PART

ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

EXHIBIT "E"

SHEET 1 OF 14

THE MERIDIAN, A CONDOMINIUM PHASE 2

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN :

- 1 The Meridian, A Condominium Phase 2, shall contain Building 2, a 5-story Building containing 1 parking floor and 4 residential floors. The 1 parking floor shall contain 28 garage parking spaces and the 4 residential floors shall contain 28 units. The Meridian, A Condominium Phase 2 shall also contain driveways, walkways, parking areas and open landscaped areas.
- 2 All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the declaration of condominium.
- 3 The graphic plot plan was prepared from an Engineering Site Plan, prepared by Allen Engineering, Inc.

DESCRIPTION: The Meridian Phase 2

All of Lots 14 through 18, a portion of Lot 19, and a portion of Azure Lane, all as shown on the plat of WINSLOW RESERVE SUBDIVISION according to the plat thereof as recorded in Plat Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of said Lots 14 through 19, and being more particularly described as follows:

Commence at the Southwest corner of Lot 27 as shown on said plat, thence N89°50'09"E, along the South line of said Lot 27, a distance of 119.97 feet, to a point on the Coastal Construction Control Line as recorded in Survey Book 2A, Pages 15 through 28 of the Public Records of Brevard County, Florida, thence N10°22'30"E, along said Coastal Construction Control Line, a distance of 419.13 feet, to the POINT OF BEGINNING of the herein described parcel, thence N79°05'08"W, a distance of 141.40 feet, thence N11°27'15"E, a distance of 250.69 feet, thence N42°20'48"E, a distance of 20.56 feet, to a point on the Westerly extension of the North line of said Lot 14, thence S78°01'58"E, along said Westerly extension, along the North line of said Lot 14 and its Easterly extension, a distance of 129.53 feet, to a point on said Coastal Construction Control Line, thence S11°27'15"W, along said Coastal Construction Control Line, a distance of 195.97 feet, thence S10°22'30"W, along said Coastal Construction Control Line, a distance of 69.88 feet, to the POINT OF BEGINNING, Containing 0.86 acres, more or less.

SURVEYOR'S NOTES:

- 1 The bearings shown hereon are based on a bearing of N13°14'35"E between Florida Department of Natural Resources (now Department of Environmental Protection) Coastal Construction Control Line Monuments "70-80-A05" and "70-80-A06". The bearing for this line was computed from State Plane Coordinate values for said monuments published in Survey Book 2A, pages 29 through 41 of the Public Records of Brevard County, Florida.
- 2 The elevations shown hereon are based on North American Vertical Datum (NAVD) of 1988. These elevations are based on Florida Department of Natural Resources Monument "70-80-A06," elevation 9.585 feet, National Geodetic Vertical Datum (NGVD) of 1929, this elevation was converted to North American Vertical Datum (NAVD) of 1988 using Corpscon 5.11.08. The conversion from NGVD to NAVD in this area is -1.38 feet.
- 3 This site lies within Flood Insurance Rate Map (FIRM) Zone "VE" (base flood elevation = 13 feet) and Zone "VE" (base flood elevation = 14 feet), National Geodetic Vertical Datum of 1929 per Community Panel No 125092.0376 E, Map Index Date November 19, 1997. The zone boundaries shown hereon are approximate and are scoled from this map.
- 4 Unless otherwise noted, underground improvement (foundations, septic tanks, utilities etc.) were not located.

ABBREVIATION DEFINITION

CONC	CONCRETE
BLDG	BUILDING
WPP	WOOD POWER POLE
GA	GUY ANCHOR
OHW	OVERHEAD WIRE
OHGW	OVERHEAD GUY WIRE
MH	MANHOLE
TRB	TELEPHONE RISER BOX
NPS	NO PARKING SIGN

ABBREVIATION

DEFINITION

FGP	FENCE GATE POST
C L	CHAIN LINK
SLS	SPEED LIMIT SIGN
CPP	CONCRETE POWER POLE
WDP	WOOD POST
UGE	UNDERGROUND ELECTRIC
FF	FINISHED FLOOR
EL	ELEVATION
A/C	AIR CONDITIONER COMPRESSOR

NOTES:

- 1 SEE SHEET 5 FOR THE SKETCH TO ACCOMPANY THE LEGAL DESCRIPTION OF PHASE 2.

CERTIFICATION:

I hereby certify the Sketch of Survey shown on Sheet 4 of 14 is an accurate representation of a survey performed under my direction and completed on January 16, 2006, in accordance with the "Minimum Technician Standards" for Land Surveying in the State of Florida, described in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

BY _____

ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 4262

ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 2

THE MERIDIAN PARENT PARCEL:

DESCRIPTION The Meridian

All of Lots 14 through 27, the 500 foot wide South Walkway between Lots 22 and 23, a portion of Lot 39, all of Lots 40 through 44, a portion of Lots 45 and 54, all of Lots 55 and 56, a portion of Lot 69, and portions of Azure Lane, Topside Drive, Meridian Drive, and Azure Lane South, all as shown on the plot of WINSLOW RESERVE SUBDIVISION according to the plot thereof as recorded in Plot Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of said Lots 14 through 27, and lands lying East of said South Walkway, and being more particularly described as follows

Begin at the Southwest corner of said Lot 27, thence $N11^{\circ}58'01''E$, along the East line of Azure Lane (a 48.91 foot wide right of way as shown on said plot), a distance of 74.51 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 61.00 feet and a central angle of $102^{\circ}08'11''$, thence Northwesterly, along the arc of said curve to the left, a distance of 108.74 feet, to a point of tangency and a point on the North line of Azure Lane South (a 48.91 foot wide right of way as shown on said plot), thence $S89^{\circ}49'50''W$, along said North line, a distance of 94.57 feet, to the Southwest corner of the East 30.00 feet of said Lot 39, thence $N00^{\circ}00'29''E$, along the West line of the East 30.00 feet of said Lot 39, a distance of 97.74 feet, to a point on the South line of said Lot 45, thence $S89^{\circ}49'14''W$, along the South line of said Lot 45, a distance of 25.55 feet, to the Southwest corner of the East 29.21 feet of said Lot 45, thence $N00^{\circ}01'03''E$, along the West line of the East 29.21 feet of said Lot 45, a distance of 97.73 feet, to a point on the South line of Meridian Drive (a 48.91 foot wide right of way as shown on said plot), thence $N89^{\circ}48'37''E$, along said South line, a distance of 68.63 feet, thence $N46^{\circ}14'10''E$, a distance of 87.60 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 50.00 feet and a central angle of $46^{\circ}26'28''$, thence Northeasterly, along the arc of said curve to the left, a distance of 40.53 feet, to a point of tangency, thence $N00^{\circ}12'18''W$, a distance of 49.00 feet, to a point on a line lying 1.00 feet South of the North line of Lots 57 and 58, of said WINSLOW RESERVE SUBDIVISION, thence $S89^{\circ}47'42''W$, parallel with and 1.00 feet South of the North line of said Lots 57 and 58, a distance of 65.04 feet, to a line lying 1.00 feet East of the southerly extension of the East line of said Lot 59, thence $S00^{\circ}01'29''W$, a distance of 2.13 feet, to a line lying 1.00 feet South of the South line of Lot 59 of said subdivision as said line was established by the Circuit Court in FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGEMENT, as recorded in Official Records Book 2849, Page 2881 of said public records, thence $S89^{\circ}45'28''W$, parallel with and 1.00 feet South of said line, a distance of 34.90 feet, to the West line of the East 10.22 feet of said Lot 52, thence $S00^{\circ}01'20''W$, along the West line of the East 10.22 feet of said Lot 52, a distance of 94.57 feet, to the North right of way line of Meridian Drive, thence $S89^{\circ}48'18''W$, a distance of 1.00 feet, to the Southwest corner of the East 11.22 feet of said Lot 52, thence $N00^{\circ}01'20''E$, along the West line of the East 10.22 feet of said Lot 52, a distance of 95.57 feet, to said South line of Lot 59, thence $N89^{\circ}45'28''E$, along said South line, a distance of 34.90 feet, to the Southerly extension of the East line of said Lot 59, thence $N00^{\circ}01'29''E$, along said East line, a distance of 2.14 feet, to a point on the North line of said Lot 54, thence $N89^{\circ}47'42''E$, along the North lines of said Lots 54 and 55, a distance of 100.00 feet, to the Southwest corner of said Lot 56, thence $N00^{\circ}00'39''E$, along the West line of said Lot 56, a distance of 97.74 feet, to the Northwest corner of said Lot 56, thence $N42^{\circ}20'48''E$, a distance of 153.79 feet, to a point on the Westerly extension of the North line of said Lot 14, thence $S78^{\circ}01'58''E$, along said Westerly extension, along the North line of said Lot 14 and its Easterly extension, a distance of 348.66 feet, to a point on the Erosion Control Line of the Atlantic Ocean established by Certificate of Approval as recorded in Official Records Book 4242, Page 492 of the Public Records of Brevard County, Florida, thence the following 4 courses along said Erosion Control Line (1) $S13^{\circ}36'25''W$, a distance of 51.26 feet, (2) $S12^{\circ}45'58''W$, a distance of 213.47 feet, (3) $S11^{\circ}58'00''W$, a distance of 203.09 feet, (4) $S13^{\circ}16'52''W$, a distance of 175.07 feet, to a point on the Easterly extension of the South line of said Lot 27, thence $S89^{\circ}50'09''W$, along said Easterly extension and the along the South line of said Lot 27, a distance of 319.77 feet, to the POINT OF BEGINNING, Containing 6.68 acres, more or less Together with all riparian rights thereto appertaining

NOTES:

- 1 SEE SHEET 4 FOR THE SKETCH TO ACCOMPANY THE PARENT PARCEL LEGAL DESCRIPTION

THE MERIDIAN, A CONDOMINIUM PHASE 2 SKETCH OF BOUNDARY SURVEY - PARENT PARCEL



SCALE 1" = 100'



- LEGEND:**
- = FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266"
 - = SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266"
 - ▲ = FOUND MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266"
 - △ = SET MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266"

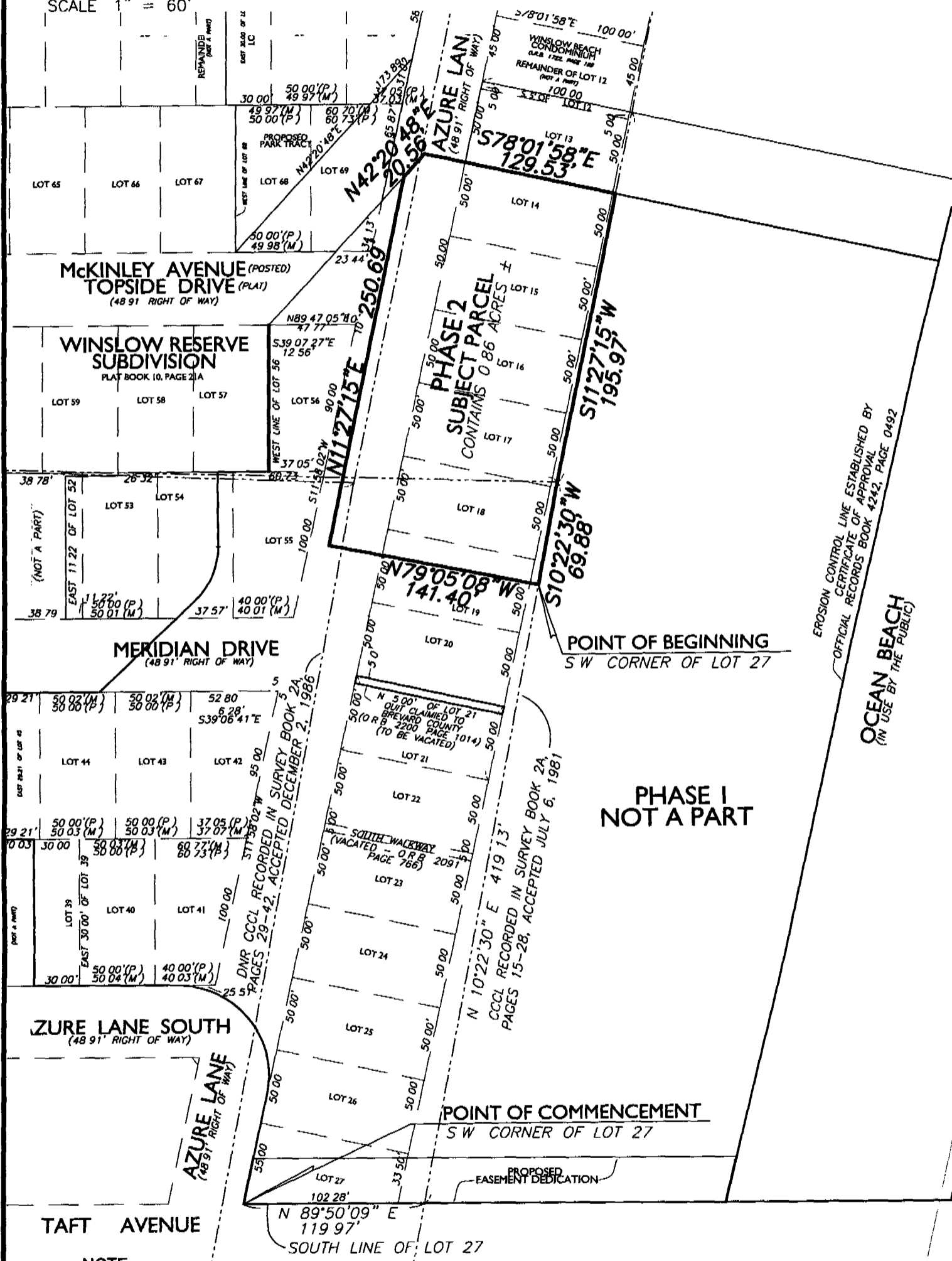
- NOTE:**
- 1 REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES
 - 2 SEE SHEET 3 FOR THE PARENT PARCEL DESCRIPTION

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COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 2



SCALE 1" = 60'



**PHASE 2
SUBJECT PARCEL
CONTAINS 0.86 ACRES ±**

**PHASE I
NOT A PART**

EROSION CONTROL LINE ESTABLISHED BY
CERTIFICATE OF APPROVAL
OFFICIAL RECORDS BOOK 4242, PAGE 0492
OCEAN BEACH
(IN USE BY THE PUBLIC)

NOTE:

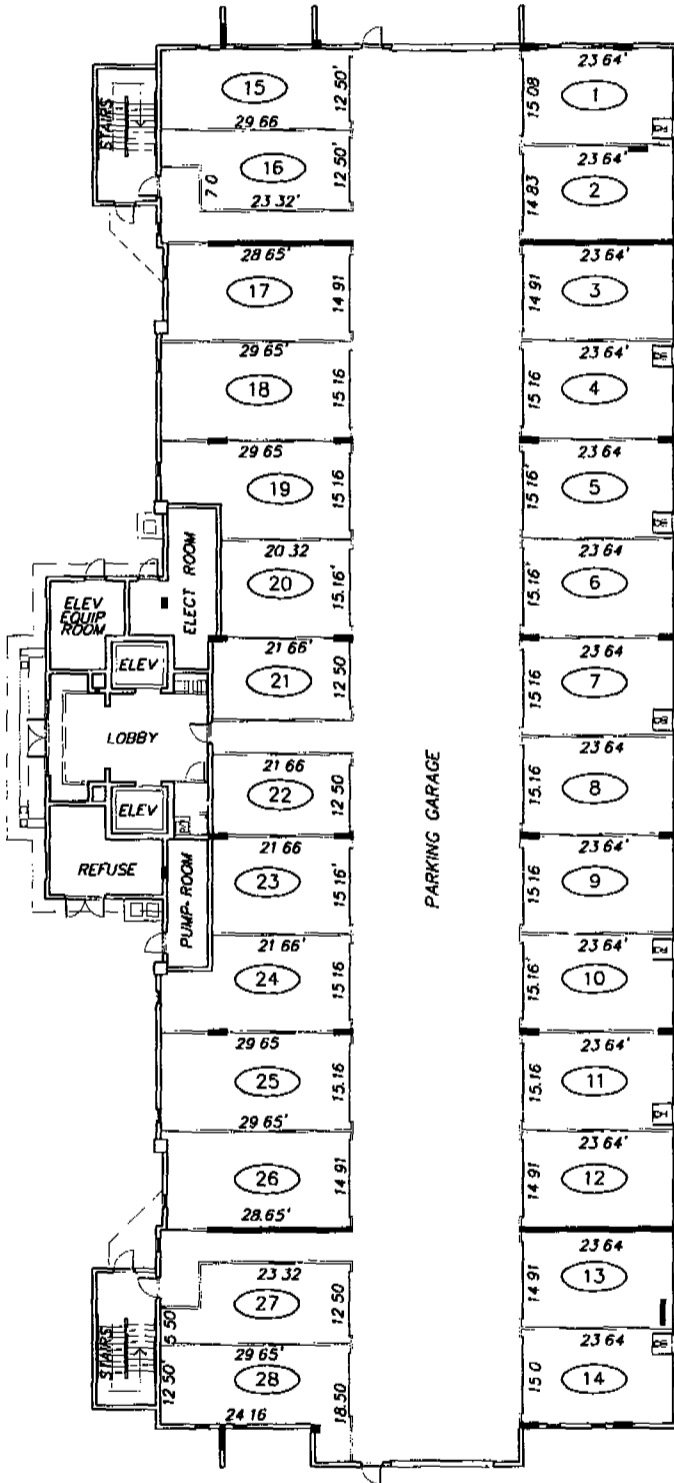
- 1 REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION, SURVEYOR'S NOTES AND PHASE 2 DESCRIPTION

ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

THE MERIDIAN, A CONDOMINIUM PHASE 2-BUILDING 2 GARAGE FLOOR PLAN



SCALE 1"=30'



SURVEYOR'S NOTES:

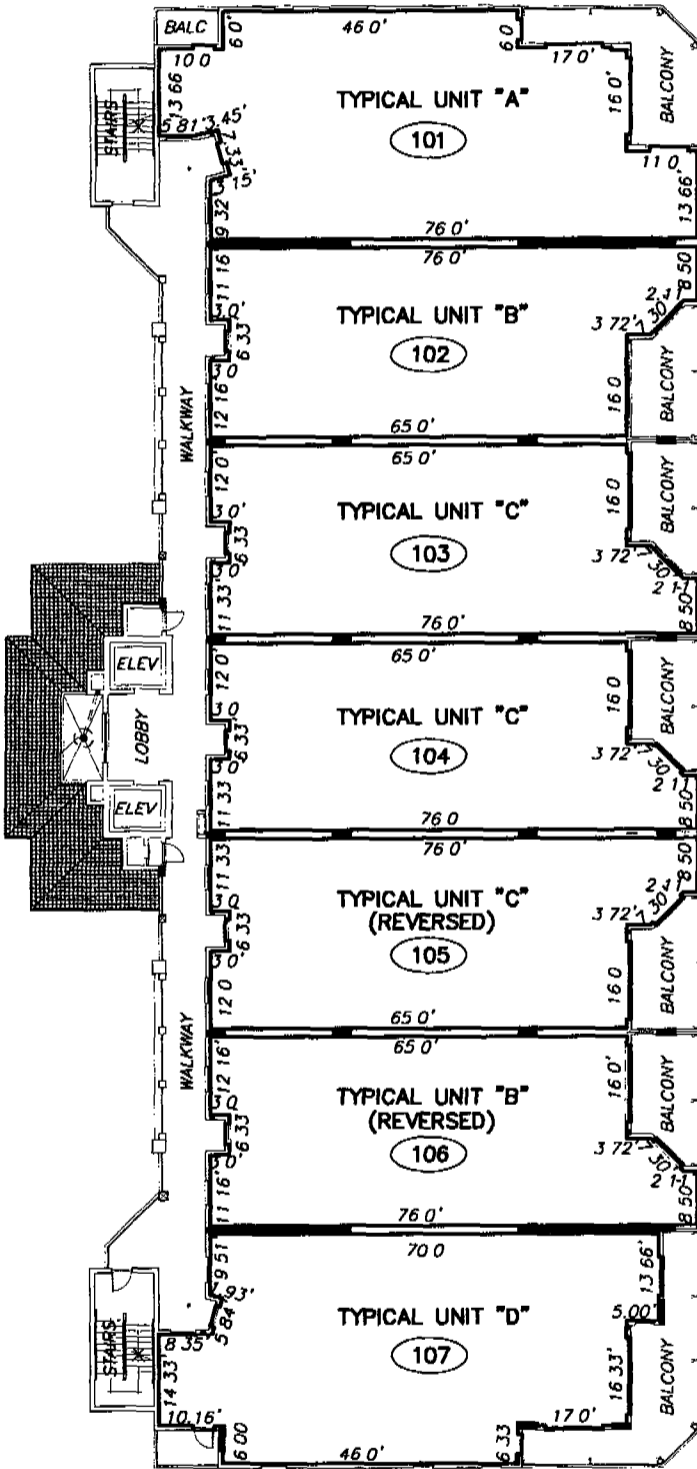
- 1 THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 11 75 FEET
- 2 THE FIRST FLOOR FINISHED CEILING ELEVATION IS 21 08 FEET
- 3 (20) INDICATES THE GARAGE PARKING SPACE DESIGNATION
- 4 ALL AREAS AND IMPROVEMENTS ON THE FIRST FLOOR ARE COMMON ELEMENTS OF THE CONDOMINIUM THE PARKING SPACES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM WHOSE USE IS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM
- 5 ALL IMPROVEMENTS SHOWN ARE PROPOSED

THE MERIDIAN, A CONDOMINIUM PHASE 2 - BUILDING 2

FIRST FLOOR PLAN



SCALE 1"=30'



SURVEYOR'S NOTES:

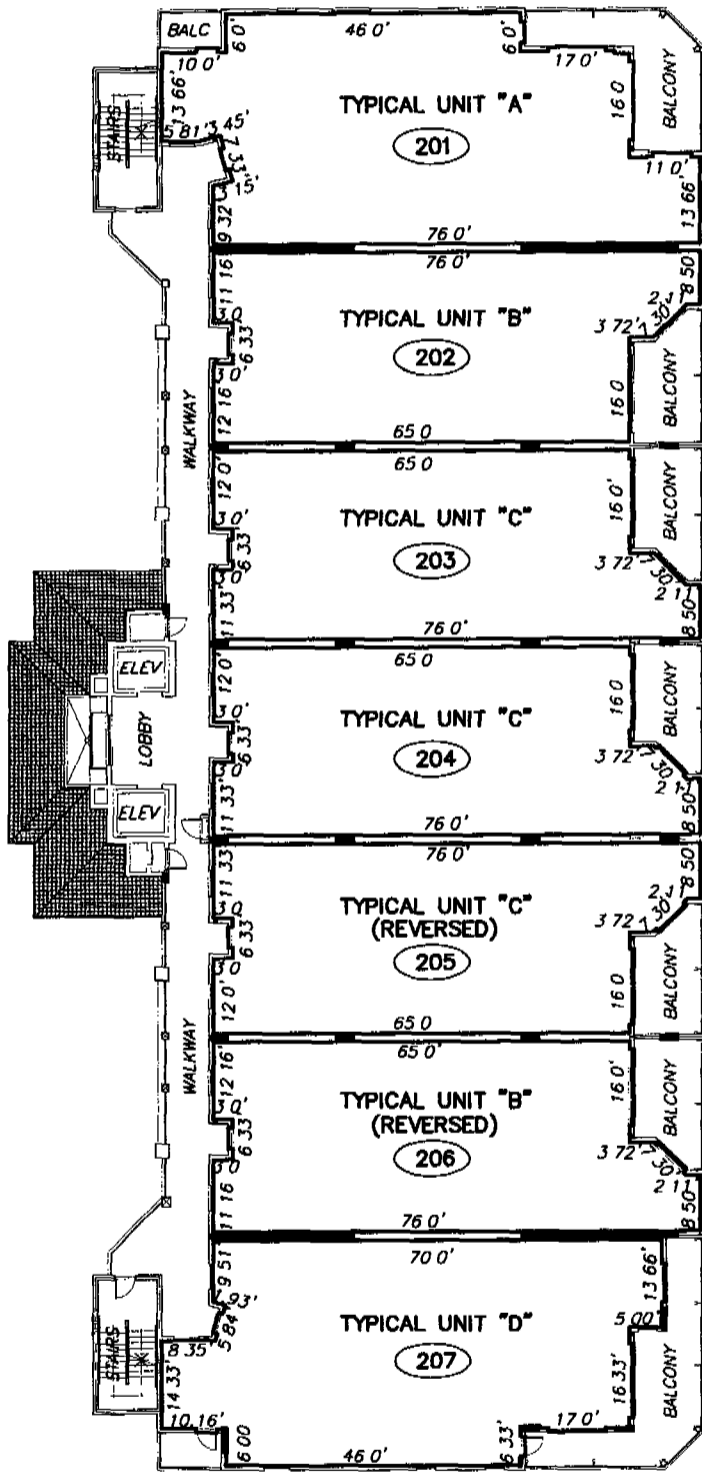
- 1 THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 21 75 FEET
- 2 THE SECOND FLOOR FINISHED CEILING ELEVATION IS 31 75 FEET
- 3 ——— INDICATES THE LIMITS OF THE UNITS
- 4 (107) INDICATES THE UNIT NUMBER DESIGNATION
- 5 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 6 THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT
- 7 SEE SHEETS 11 OF 14 THROUGH 14 OF 14 FOR TYPICAL UNIT PLANS
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

THE MERIDIAN, A CONDOMINIUM PHASE 2 - BUILDING 2

SECOND FLOOR PLAN



SCALE 1"=30'



SURVEYOR'S NOTES:

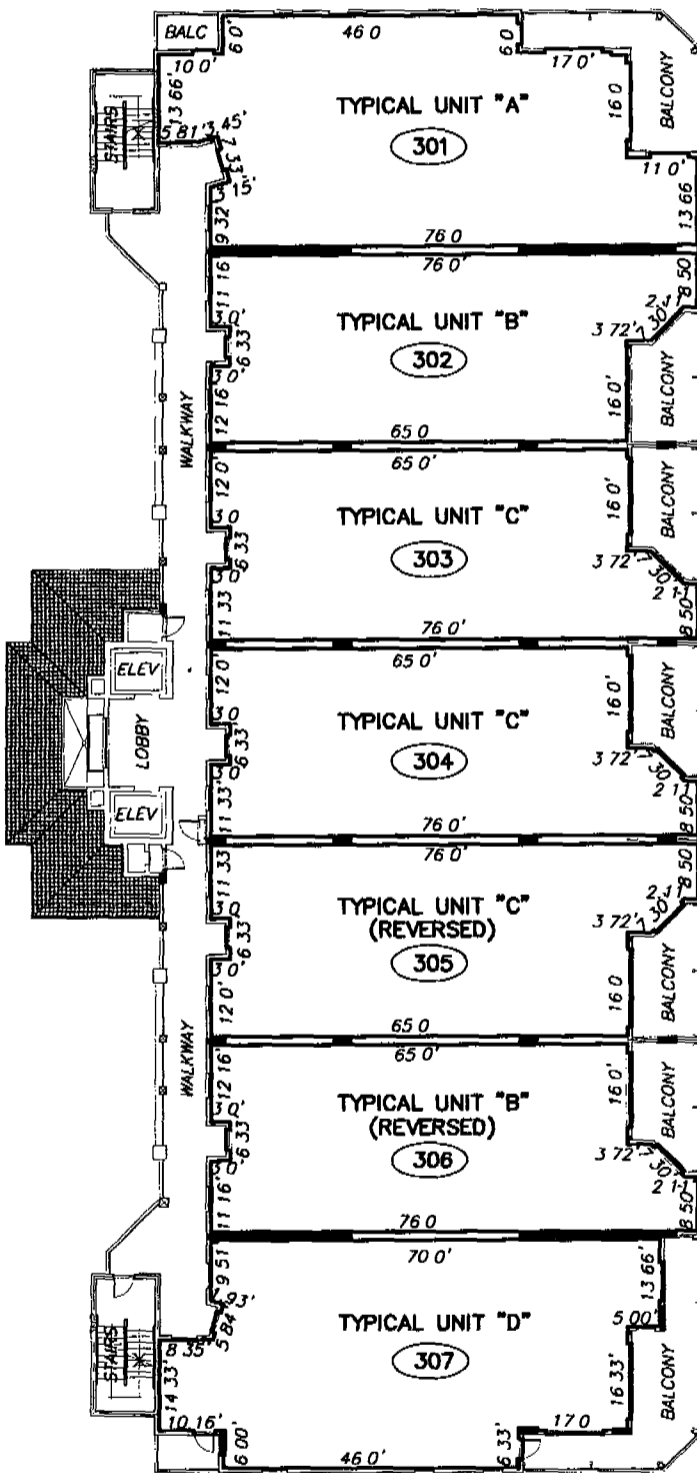
- 1 THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 32 42 FEET
- 2 THE THIRD FLOOR FINISHED CEILING ELEVATION IS 42 42 FEET
- 3 ——— INDICATES THE LIMITS OF THE UNITS
- 4 (207) INDICATES THE UNIT NUMBER DESIGNATION
- 5 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 6 THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT
- 7 SEE SHEETS 11 OF 14 THROUGH 14 OF 14 FOR TYPICAL UNIT PLANS
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

THE MERIDIAN, A CONDOMINIUM PHASE 2 - BUILDING 2

THIRD FLOOR PLAN



SCALE 1"=30'



SURVEYOR'S NOTES:

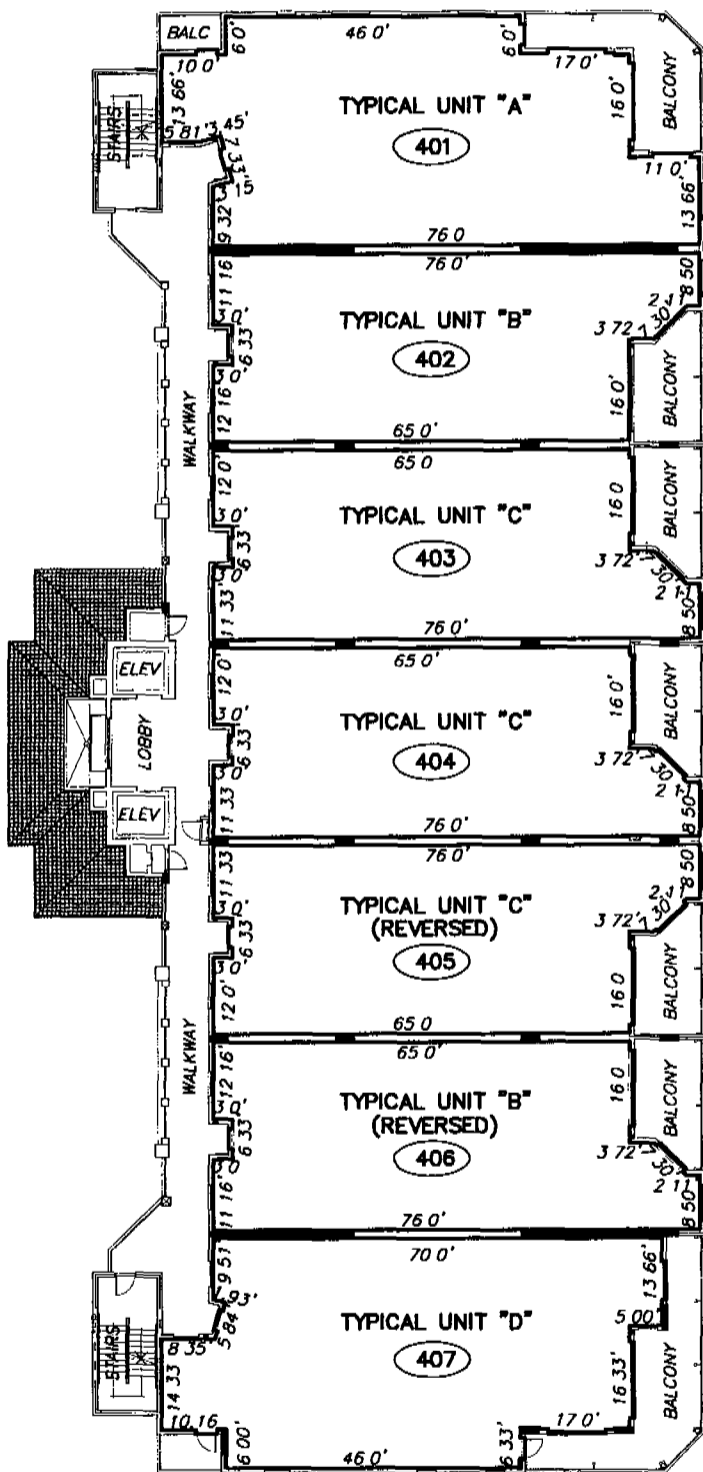
- 1 THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 43 09 FEET
- 2 THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 53 09 FEET
- 3 ——— INDICATES THE LIMITS OF THE UNITS
- 4 (307) INDICATES THE UNIT NUMBER DESIGNATION
- 5 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 6 THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT
- 7 SEE SHEETS 11 OF 14 THROUGH 14 OF 14 FOR TYPICAL UNIT PLANS
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

THE MERIDIAN, A CONDOMINIUM PHASE 2 - BUILDING 2

FOURTH FLOOR PLAN



SCALE 1"=30'

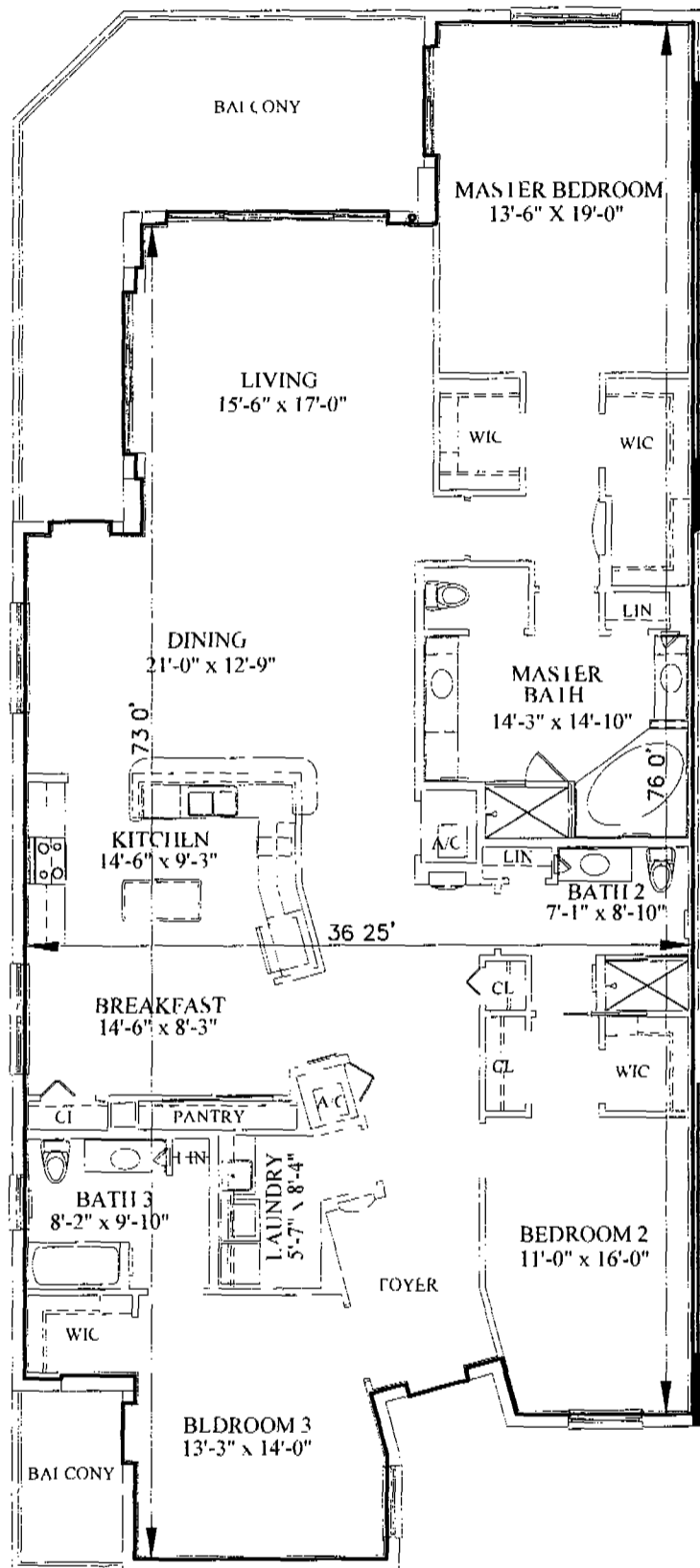


SURVEYOR'S NOTES:

- 1 THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 53.76 FEET
- 2 THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 65.09 FEET
- 3 ——— INDICATES THE LIMITS OF THE UNITS
- 4 (407) INDICATES THE UNIT NUMBER DESIGNATION
- 5 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 6 THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT
- 7 SEE SHEETS 11 OF 14 THROUGH 14 OF 14 FOR TYPICAL UNIT PLANS
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

THE MERIDIAN, A CONDOMINIUM PHASE 2-BUILDING 2 TYPICAL UNIT "A"

SCALE 1"=10'



SURVEYOR'S NOTES:

- 1 ——— INDICATES THE LIMITS OF THE UNIT
- 2 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 3 THE BALCONY/PATIO IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT
- 4 THE UNIT PLAN SHOWN IS REPRESENTATIONAL THE DIMENSIONS MAY VARY SLIGHTLY
- 5 SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN
- 6 REFER TO THE FLOOR PLANS ON SHEETS 7 THROUGH 10 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING
- 7 TYPICAL UNIT "A" CONTAINS 2508 SQUARE FEET ±
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

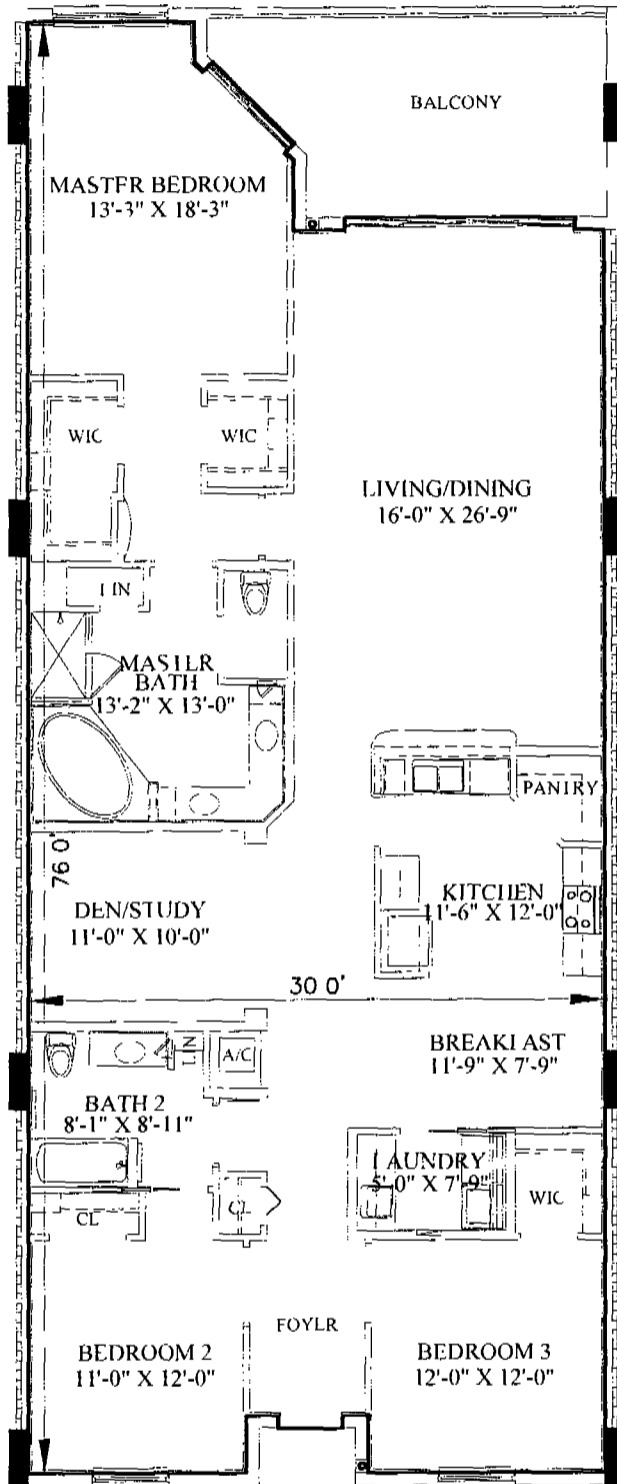
ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

EXHIBIT "E"

SHEET 11 OF 14

THE MERIDIAN, A CONDOMINIUM PHASE 2-BUILDING 2 TYPICAL UNIT "B"

SCALE 1"=10'



SURVEYOR'S NOTES:

- 1 ——— INDICATES THE LIMITS OF THE UNIT
- 2 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 3 THE BALCONY/PATIO IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT
- 4 THE UNIT PLAN SHOWN IS REPRESENTATIONAL THE DIMENSIONS MAY VARY SLIGHTLY
- 5 SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN
- 6 REFER TO THE FLOOR PLANS ON SHEETS 7 THROUGH 10 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING
- 7 TYPICAL UNIT "B" CONTAINS 2071 SQUARE FEET ±
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

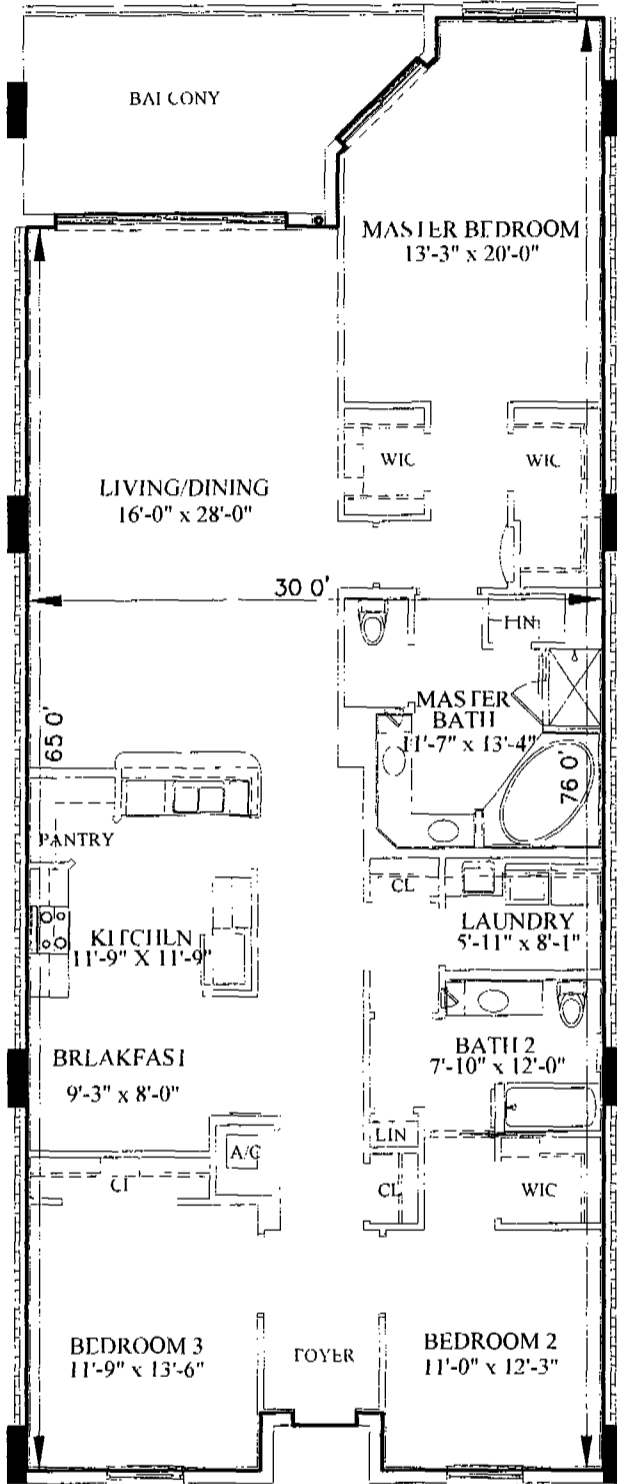
ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

EXHIBIT "E"

SHEET 12 OF 14

THE MERIDIAN, A CONDOMINIUM PHASE 2-BUILDING 2 TYPICAL UNIT "C"

SCALE 1"=10'



SURVEYOR'S NOTES:

- 1 ——— INDICATES THE LIMITS OF THE UNIT
- 2 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 3 THE BALCONY/PATIO IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT
- 4 THE UNIT PLAN SHOWN IS REPRESENTATIONAL THE DIMENSIONS MAY VARY SLIGHTLY
- 5 SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN
- 6 REFER TO THE FLOOR PLANS ON SHEETS 7 THROUGH 10 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING
- 7 TYPICAL UNIT "C" CONTAINS 2072 SQUARE FEET ±
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

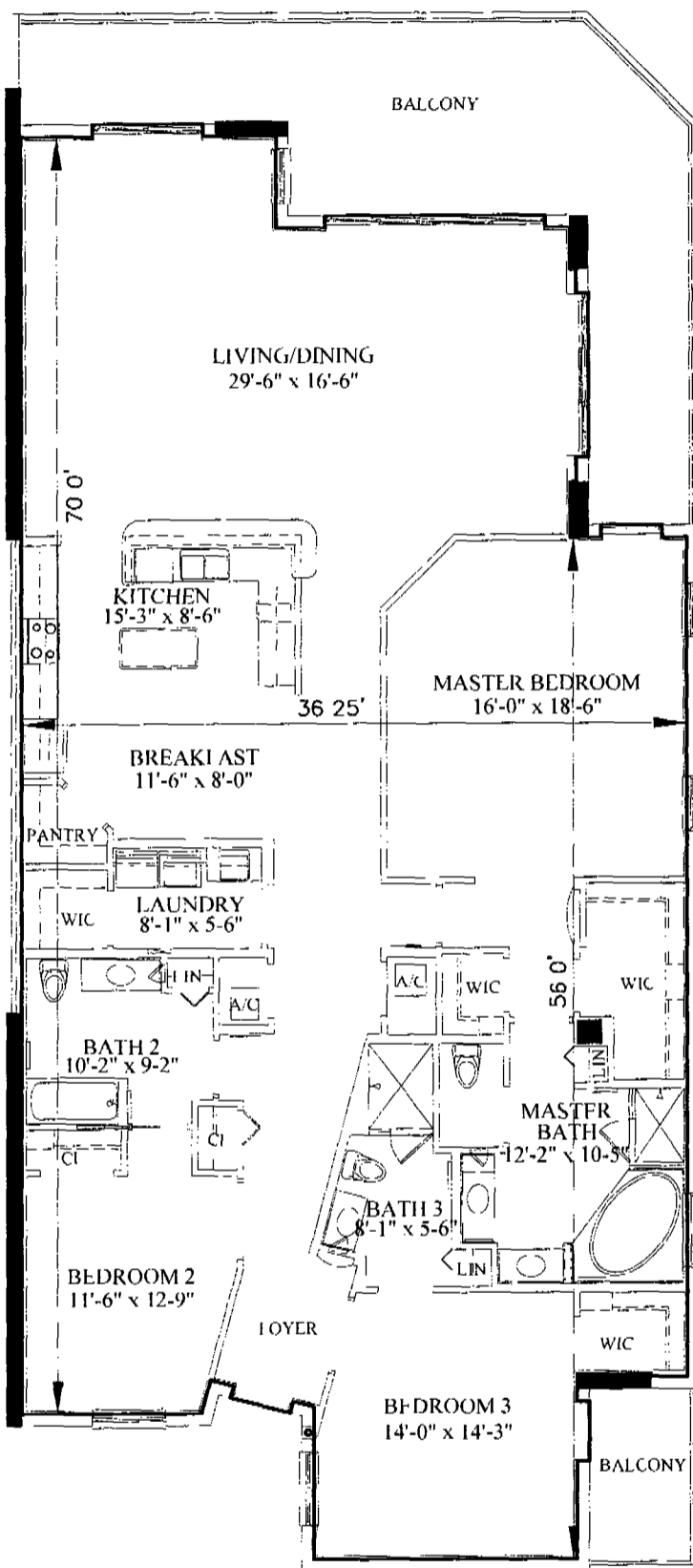
ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

EXHIBIT "E"

SHEET 13 OF 14

THE MERIDIAN, A CONDOMINIUM PHASE 2-BUILDING 2 TYPICAL UNIT "D"

SCALE 1"=10'



SURVEYOR'S NOTES:

- 1 ——— INDICATES THE LIMITS OF THE UNIT
- 2 ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM
- 3 THE BALCONY/PATIO IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT
- 4 THE UNIT PLAN SHOWN IS REPRESENTATIONAL THE DIMENSIONS MAY VARY SLIGHTLY
- 5 SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN
- 6 REFER TO THE FLOOR PLANS ON SHEETS 7 THROUGH 10 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING
- 7 TYPICAL UNIT "D" CONTAINS 2440 SQUARE FEET ±
- 8 ALL IMPROVEMENTS SHOWN ARE PROPOSED

ALLEN ENGINEERING, INC
106 DIXIE LANE
COCOA BEACH, FLORIDA
NOVEMBER 2, 2006

EXHIBIT "E"

SHEET 14 OF 14

218



This instrument prepared by
CURTIS R. MOSLEY, ESQ.
Mosley & Wallis, P.A.
Post Office Box 1210
Melbourne, Florida 32902-1210

**SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM OF THE MERIDIAN, A CONDOMINIUM**

MERIDIAN OF BREVARD LLC, a Florida limited liability company, pursuant to the authority reserved in Article XIII of the Declaration of Condominium establishing THE MERIDIAN, A CONDOMINIUM, as recorded in Official Records Book 5782, Pages 5772 through 5881, inclusive, as amended by First Amendment to Declaration of Condominium as recorded in Official Records Book ____, Page ____, all of the Public Records of Brevard County, Florida, and the Florida Condominium Act, hereby amends the Declaration as follows:

1. Delete Exhibit "A" as recorded in Official Records Book 5782, Pages 5811 through 5827, inclusive, Public Records of Brevard County, Florida in its entirety and substitute Exhibit "A" attached hereto thereof.

The First Amendment to Declaration of Condominium adding Phase Two has not been
IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be recorded.
signed and sealed on this 1st day of August, 2007.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:


Tamela J. Jones
Print Name: TAMELA J. JONES
Barbara Downey
Print Name: BARBARA DOWNEY

MERIDIAN OF BREVARD LLC, a Florida
limited liability company
BY: Towne Realty, Inc., a Wisconsin
corporation
BY: [Signature]
Kohn Bennett, Vice President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 1st day of August, 2007, by **Kohn Bennett, Vice President of Towne Realty, Inc., a Wisconsin corporation, sole member of Meridian of Brevard, LLC, a Florida limited liability company**, on behalf of the company. He is personally known to me or produced _____ as identification.

Barbara Downey
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Barbara Downey
Commission # DD446461
Expires: AUG. 19, 2009
BONDED THROUGH THE AMERICAN Bonding Co., Inc

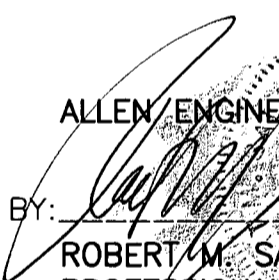
SURVEYOR'S CERTIFICATE FOR THE MERIDIAN, A CONDOMINIUM PHASE 1

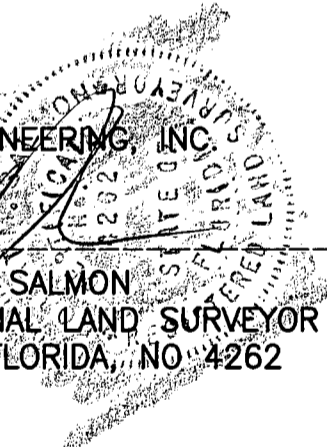
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGEMENTS, PERSONALLY APPEARED "ROBERT M. SALMON", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HERINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AN OATH AS FOLLOWS, TO-WIT:


I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS SUBSTANTIALLY COMPLETE; THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE MERIDIAN, PHASE 1, A CONDOMINIUM, IS AN ACCURATE REPRESENTATION OF THE LOCATIONS 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 1ST DAY OF JUNE 2007, A.D.

ALLEN ENGINEERING, INC.
BY: 
ROBERT M. SALMON
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO 4262



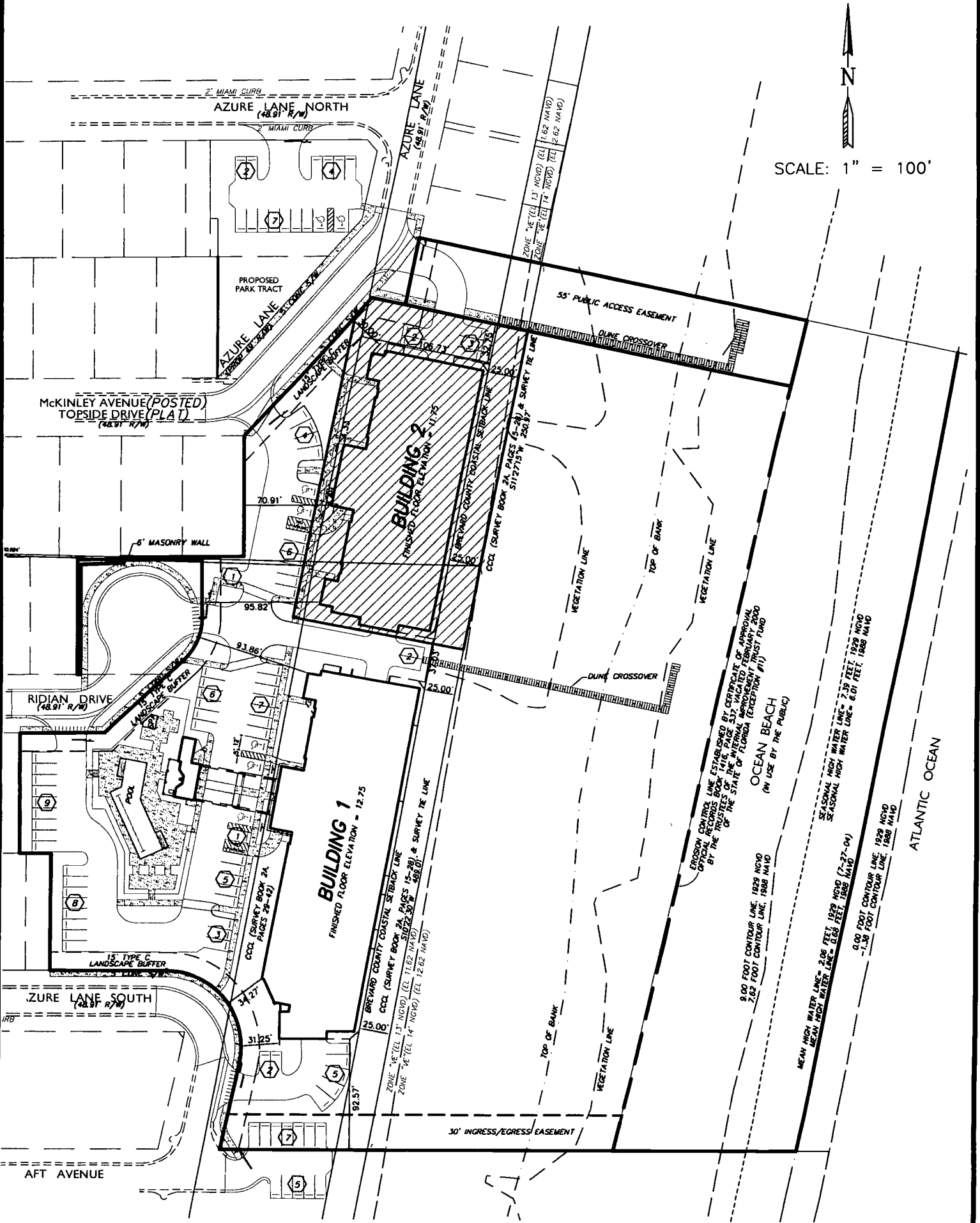
THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1ST DAY OF JUNE, 2007 BY ROBERT M. SALMON, WHO IS PERSONALLY KNOWN AND WHO DID TAKE AN OATH.


JILL B. NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 5, 2010
MY COMMISSION NO IS DD563051

NOTARY PUBLIC
STATE OF FLORIDA
Notary Public State of Florida
Jill B Nickel
My Commission DD563051
Expires 07/05/2010

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1 GRAPHIC PLOT PLAN OF PROPOSED IMPROVEMENTS



NOTES:

1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND THE NOTES CONCERNING THE GRAPHIC PLOT PLAN.

2.  = HATCHED AREAS NOT A PART.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 1, 2007

EXHIBIT "A"

SHEET 1 OF 16



THE MERIDIAN, A CONDOMINIUM PHASE 1

SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN :

1. The Meridian, A Condominium Phase 1, contains Building 1, a 5-story Building containing 1 parking floor and 4 residential floors. The 1 parking floor contains 36 garage parking spaces and the 4 residential floors shall contain 36 units. The Meridian, A Condominium Phase 1 shall also contain a swimming pool, spa, driveways, walkways, parking areas and open landscaped areas.
2. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the declaration of condominium.
3. The graphic plot plan of Phase 1 was prepared from an As-built Survey, prepared by Allen Engineering, Inc.

SURVEYOR'S NOTES:

1. The bearings shown hereon are based on a bearing of N13°14'35"E between Florida Department of Natural Resources (now Department of Environmental Protection) Coastal Construction Control Line Monuments "70-80-A05" and "70-80-A06." The bearing for this line was computed from State Plane Coordinate values for said monuments published in Survey Book 2A, pages 29 through 41 of the Public Records of Brevard County, Florida.
2. The elevations shown hereon are based on North American Vertical Datum (NAVD) of 1988. These elevations are based on Florida Department of Natural Resources Monument "70-80-A06," elevation 9.585 feet, National Geodetic Vertical Datum (NGVD) of 1929, this elevation was converted to North American Vertical Datum (NAVD) of 1988 using Corpscon 5.11.08. The conversion from NGVD to NAVD in this area is -1.38 feet.
3. This site lies within Flood Insurance Rate Map (F.I.R.M.) Zone "AE" (base flood elevation = 11 feet), Zone "VE" (base flood elevation = 13 feet) and Zone "VE" (base flood elevation = 14 feet), National Geodetic Vertical Datum of 1929 per Community Panel No. 125092 0376 E, Map Index Date: November 19, 1997. The zone boundaries shown hereon are approximate and are scaled from this map.
4. Unless otherwise noted, underground improvement (foundations, septic tanks, utilities etc.) were not located.

ABBREVIATION	DEFINITION	ABBREVIATION	DEFINITION
(TYP.)	TYPICAL	LF	LINEAR FEET
A/C	AIR CONDITIONER	MB	MAILBOX
BBQ	BARBECUE	MH	MANHOLE
bc	BACK OF CURB	MLP	METAL LIGHT POLE
BFP	BACKFLOW PREVENTOR	MP	METAL POST
C.B.	CONCRETE BLOCK	MSNRY.	MASONRY
C.B.S.	CONCRETE BLOCK STRUCTURE	NAVD	NORTH AMERICAN VERTICAL DATUM (1988)
CCCL	COASTAL CONSTRUCTION CONTROL LINE	NGVD	NATIONAL GEODETIC VERTICAL DATUM (1929)
CMP	CORRUGATED METAL PIPE	O.R.B.	OFFICIAL RECORDS BOOK
CMV	COMMUNICATIONS VAULT	OHW	OVERHEAD WIRE
CO	CLEANOUT	PDIP	POLYLINE DUCTILE IRON PIPE
COL.	COLUMN	PIV	POST INDICATOR VALVE
CONC.	CONCRETE	PLP	PLASTIC LIGHT POLE
COV.	COVERED	PP	PLASTIC POST
CP	CONCRETE POST	PVC	POLYVINYL CHLORIDE
dc	DROP CURB	RCP	REINFORCED CONCRETE PIPE
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY	SIA	SIAMESE CONNECTOR
DIA.	DIAMETER	SLS	SPEED LIMIT SIGN
DIP	DUCTILE IRON PIPE	SS	SANITARY SEWER
DNR	DEPARTMENT OF NATURAL RESOURCES	S/W	SIDEWALK
DN.	DOWN	SQ.	SQUARE
EHH	ELECTRIC HANDHOLE	SSY	SANITARY SEWER WYE
EJB	ELECTRIC JUNCTION BOX	TRB	TELEPHONE RISER BOX
ESM	ELECTRIC SERVICE METER	VERT.	VERTICAL
ET	ELECTRIC TRANSFORMER	WA	WATERMAIN
F.F.	FINISHED FLOOR	WD.	WOOD
FGP	FENCE GATE POST	WL	WATERLINE
FH	FIRE HYDRANT	WM	WATER METER
FPL	FLORIDA POWER & LIGHT	WP	WOOD POST
GA	GUY ANCHOR	WPP	WOOD POWER POLE
GL	GROUND LIGHT	WV	WATER VALVE
GM	GAS METER	YD	YARD DRAIN
HB	HOSE BIB		
HCP	HANDICAP PARKING SIGN		HANDICAP PARKING
HDPE	HIGH DENSITY POLYETHYLENE		REGULAR PARKING COUNT
INV.	INVERT		
JB	JUNCTION BOX		

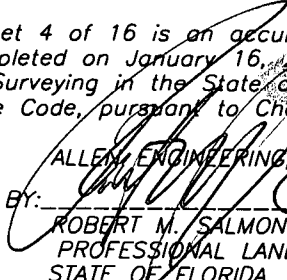
NOTES:

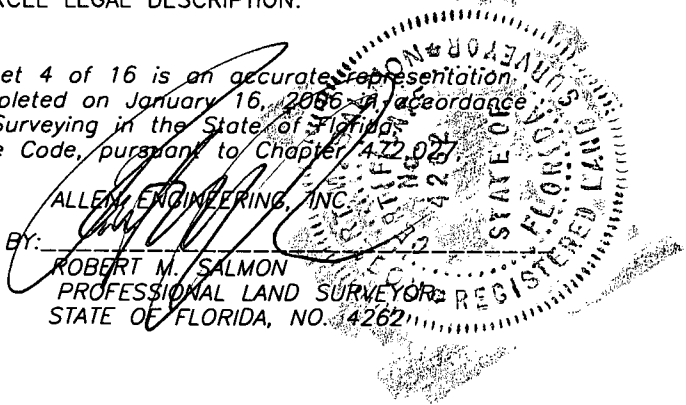
1. SEE SHEET 3 FOR THE PARENT PARCEL LEGAL DESCRIPTION.

CERTIFICATION:

I hereby certify the Sketch of Survey shown on Sheet 4 of 16 is an accurate representation of a survey performed under my direction and completed on January 16, 2007 in accordance with the "Minimum Technician Standards" for Land Surveying in the State of Florida described in Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472.02, Florida Statutes

Not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper

BY: 
 ROBERT M. SALMON
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA, NO. 4262



ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1

THE MERIDIAN PARENT PARCEL:

DESCRIPTION: *The Meridion*

All of Lots 14 through 27, the 5.00 foot wide South Walkway between Lots 22 and 23, a portion of Lot 39, all of Lots 40 through 44, a portion of Lots 45, 52, 53 and 54, all of Lots 55 and 56, a portion of Lot 69, and portions of Azure Lane, Topside Drive, Meridion Drive, and Azure Lane South (said roads vacated by resolutions as recorded in Official Records Book 5689, Page 1770), all as shown on the plot of WINSLOW RESERVE SUBDIVISION according to the plot thereof as recorded in Plot Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of said Lots 14 through 27, and lands lying East of said South Walkway, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 27; thence $N11^{\circ}58'01''E$, along the East line of Azure Lane (a 48.91 foot wide right of way as shown on said plot), a distance of 74.51 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 61.00 feet and a central angle of $102^{\circ}08'11''$; thence Northwesterly, along the arc of said curve to the left, a distance of 108.74 feet, to a point of tangency and a point on the North line of Azure Lane South (a 48.91 foot wide right of way as shown on said plot); thence $S89^{\circ}49'50''W$, along said North line, a distance of 94.57 feet, to the Southwest corner of the East 30.00 feet of said Lot 39; thence $N00^{\circ}00'29''E$, along the West line of the East 30.00 feet of said Lot 39, a distance of 97.74 feet, to a point on the South line of said Lot 45; thence $S89^{\circ}49'14''W$, along the South line of said Lot 45, a distance of 25.55 feet, to the Southwest corner of the East 29.21 feet of said Lot 45; thence $N00^{\circ}01'03''E$, along the West line of the East 29.21 feet of said Lot 45, a distance of 97.73 feet, to a point on the South line of Meridion Drive (a 48.91 foot wide right of way as shown on said plot); thence $N89^{\circ}48'37''E$, along said South line, a distance of 68.63 feet, to a point on the Southerly extension of the Southeast line of that parcel deeded to Brevard County, Florida by Roadway Right of Way Cul-De-Sac Deed recorded in Official Records Book 5689, Page 1781; thence $N46^{\circ}14'10''E$, along said Southeast line, a distance of 87.60 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 50.00 feet and a central angle of $46^{\circ}26'28''$; thence Northeasterly, along the East line of said parcel and the arc of said curve to the left, a distance of 40.53 feet, to a point of tangency; thence $N00^{\circ}12'18''W$, along the East line of said parcel, a distance of 47.53 feet, to the Northeast corner of said parcel; thence the following three courses along the North line of said parcel 1) $S89^{\circ}49'36''W$, a distance of 63.41 feet; 2) $S01^{\circ}50'29''W$, a distance of 2.38 feet; 3) $S87^{\circ}49'09''W$, a distance of 35.03 feet, to the West line of said parcel; thence $S00^{\circ}02'47''W$, along said West line, a distance of 91.70 feet, to the North right of way line of Meridion Drive; thence $S89^{\circ}48'18''W$, a distance of 2.57 feet, to the Southwest corner of the East 11.22 feet of said Lot 52; thence $N00^{\circ}01'20''E$, along the West line of the East 11.22 feet of said Lot 52, a distance of 95.57 feet, to the South line of Lot 59 of said subdivision as said line was established by the Circuit Court in FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGEMENT, as recorded in Official Records Book 2849, Page 2881 of said public records; thence $N89^{\circ}45'28''E$, along said South line, a distance of 34.90 feet, to the Southerly extension of the East line of said Lot 59; thence $N00^{\circ}01'29''E$, along said East line, a distance of 2.14 feet, to a point on the North line of said Lot 53; thence $N89^{\circ}47'42''E$, along the North lines of said Lots 53 through 55, a distance of 100.00 feet, to the Southwest corner of said Lot 56; thence $N00^{\circ}00'39''E$, along the West line of said Lot 56, a distance of 97.74 feet, to the Northwest corner of said Lot 56; thence $N42^{\circ}20'48''E$, a distance of 153.79 feet, to a point on the Westerly extension of the North line of said Lot 14; thence $S78^{\circ}01'58''E$, along said Westerly extension, along the North line of said Lot 14 and its Easterly extension, a distance of 348.66 feet, to a point on the Erosion Control Line of the Atlantic Ocean established by Certificate of Approval as recorded in Official Records Book 4242, Page 492 of the Public Records of Brevard County, Florida; thence the following 4 courses along said Erosion Control Line: (1) $S13^{\circ}36'25''W$, a distance of 51.26 feet; (2) $S12^{\circ}45'58''W$, a distance of 213.47 feet; (3) $S11^{\circ}58'00''W$, a distance of 203.09 feet; (4) $S13^{\circ}16'52''W$, a distance of 175.07 feet, to a point on the Easterly extension of the South line of said Lot 27; thence $S89^{\circ}50'09''W$, along said Easterly extension and the along the South line of said Lot 27, a distance of 319.77 feet, to the POINT OF BEGINNING; Containing 6.69 acres, more or less. Together with all riparian rights thereto appertaining.

NOTES:

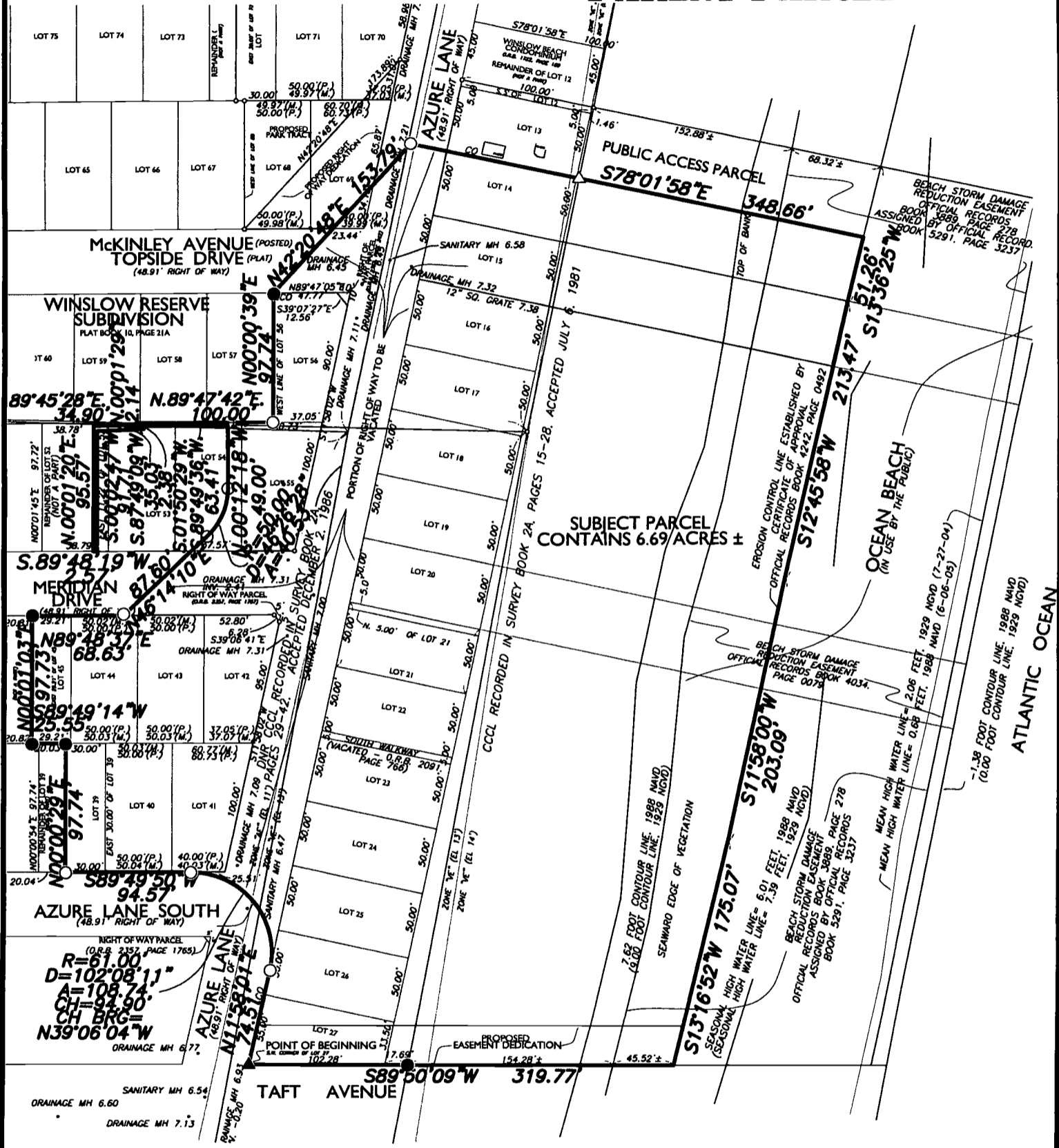
1. SEE SHEET 4 FOR THE SKETCH TO ACCOMPANY THE PARENT PARCEL LEGAL DESCRIPTION.

THE MERIDIAN, A CONDOMINIUM PHASE 1

SKETCH OF BOUNDARY SURVEY - PARENT PARCEL



SCALE: 1" = 100'



LEGEND:

- = FOUND 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266".
- = SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ALLEN ENG LB 266".
- ▲ = FOUND MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266".
- △ = SET MAG NAIL WITH DISK STAMPED "ALLEN ENG LB 266".

NOTE:

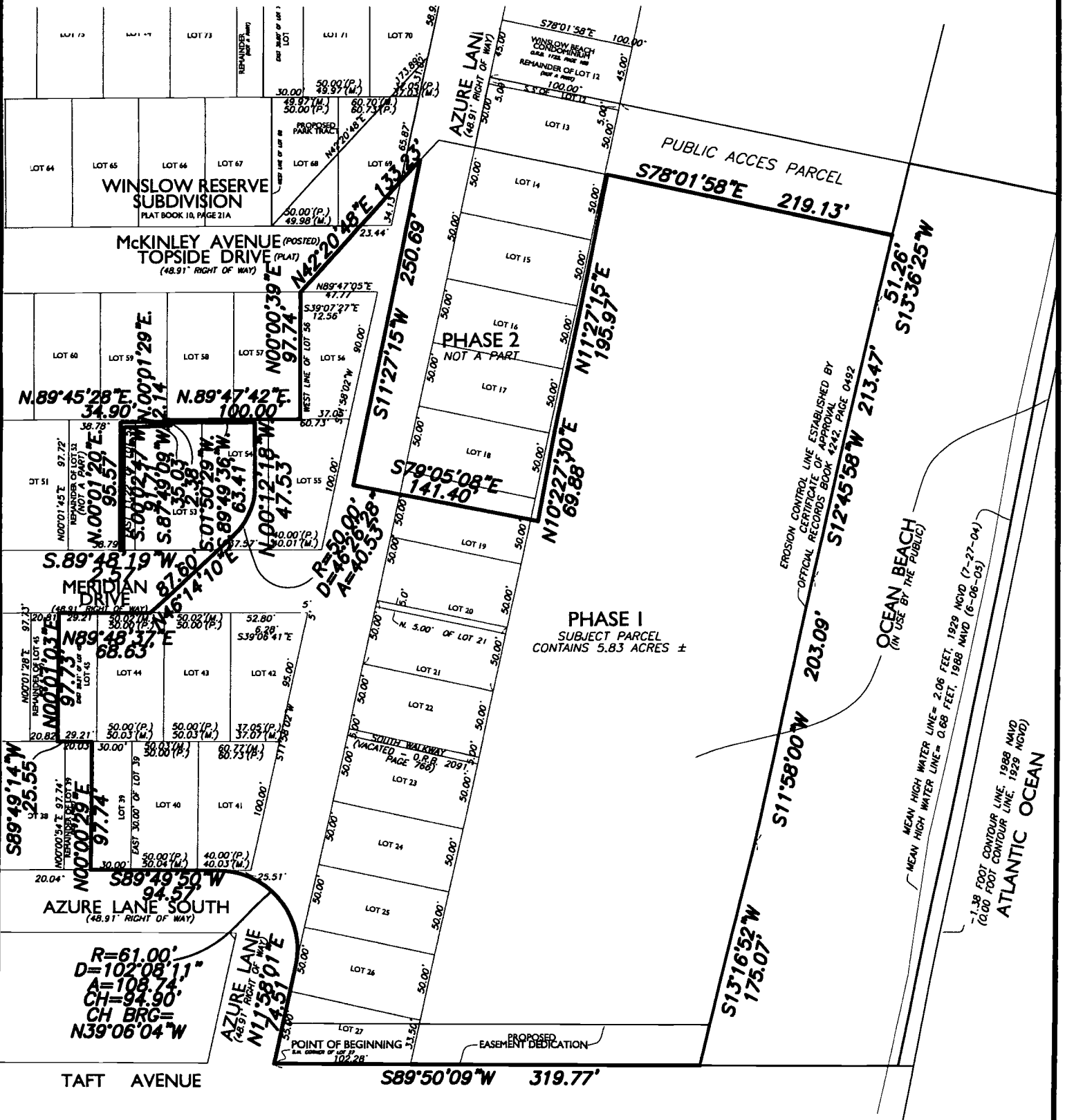
1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.
2. REFER TO SHEET 3 FOR THE PARENT PARCEL DESCRIPTION.

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1



SCALE: 1" = 100'



NOTE:

1. REFER TO SHEET 2 FOR THE SURVEYOR'S CERTIFICATION AND SURVEYOR'S NOTES.
2. REFER TO SHEET 6 FOR THE LEGAL DESCRIPTION TO ACCOMPANY THIS SKETCH.

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1

DESCRIPTION: The Meridion Phase 1

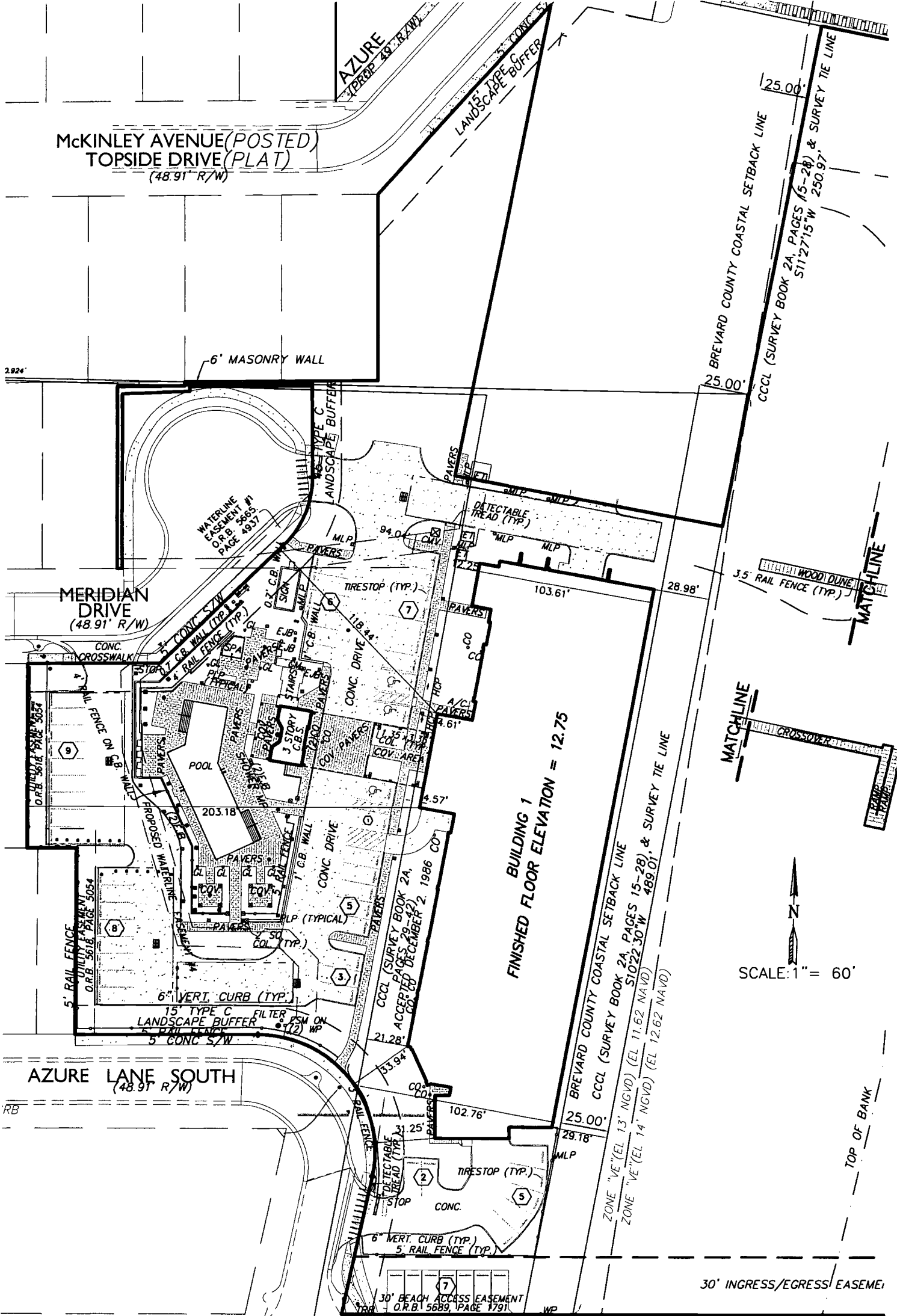
A portion of Lot 19, all of Lots 20 through 27, the 5.00 foot wide South Walkway between Lots 22 and 23, a portion of Lot 39, all of Lots 40 through 44, a portion of Lots 45 and 54, all of Lots 55 and 56, a portion of Lot 69, and portions of Azure Lane, Topside Drive, Meridion Drive, and Azure Lone South, all as shown on the plot of WINSLOW RESERVE SUBDIVISION according to the plot thereof as recorded in Plot Book 10, Page 21 of the Public Records of Brevard County, Florida, together with lands lying East of Lots 14 through 27, and lands lying East of said South Walkway, and being more particularly described as follows:

Begin at the Southwest corner of said Lot 27; thence $N11^{\circ}58'01''E$, along the East line of Azure Lane (a 48.91 foot wide right of way as shown on said plot), a distance of 74.51 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 61.00 feet and a central angle of $102^{\circ}08'11''$; thence Northwesterly, along the arc of said curve to the left, a distance of 108.74 feet, to a point of tangency and a point on the North line of Azure Lone South (a 48.91 foot wide right of way as shown on said plot); thence $S89^{\circ}49'50''W$, along said North line, a distance of 94.57 feet, to the Southwest corner of the East 30.00 feet of said Lot 39; thence $N00^{\circ}00'29''E$, along the West line of the East 30.00 feet of said Lot 39, a distance of 97.74 feet, to a point on the South line of said Lot 45; thence $S89^{\circ}49'14''W$, along the South line of said Lot 45, a distance of 25.55 feet, to the Southwest corner of the East 29.21 feet of said Lot 45; thence $N00^{\circ}01'03''E$, along the West line of the East 29.21 feet of said Lot 45, a distance of 97.73 feet, to a point on the South line of Meridion Drive (a 48.91 foot wide right of way as shown on said plot); thence $N89^{\circ}48'37''E$, along said South line, a distance of 68.63 feet; thence $N46^{\circ}14'10''E$, a distance of 87.60 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 50.00 feet and a central angle of $46^{\circ}26'28''$; thence Northeasterly, along the arc of said curve to the left, a distance of 40.53 feet, to a point of tangency; thence $N00^{\circ}12'18''W$, a distance of 47.53 feet; thence $S89^{\circ}49'36''W$, a distance of 63.41 feet; thence $S01^{\circ}50'29''E$, a distance of 2.38 feet; thence $S87^{\circ}49'09''W$, a distance of 35.03 feet; thence $S00^{\circ}02'47''W$, a distance of 91.71 feet, to the North right of way line of said Meridion Drive; thence $S89^{\circ}48'19''W$, a distance of 2.57 feet, to the Southwest corner of the East 11.22 feet of said Lot 52; thence $N00^{\circ}01'20''E$, along the West line of the East 10.22 feet of said Lot 52, a distance of 95.57 feet, to a point on the South line of Lot 59 of said subdivision as said line was established by the Circuit Court in FINDINGS OF FACT, CONCLUSIONS OF LAW AND FINAL JUDGEMENT, as recorded in Official Records Book 2849, Page 2881 of said public records; thence $N89^{\circ}45'28''E$, along said South line, a distance of 34.90 feet, to the Southerly extension of the East line of said Lot 59; thence $N00^{\circ}01'29''E$, along said East line, a distance of 2.14 feet, to a point on the North line of said Lot 54; thence $N89^{\circ}47'42''E$, along the North lines of said Lots 54 and 55, a distance of 100.00 feet, to the Southwest corner of said Lot 56; thence $N00^{\circ}00'39''E$, along the West line of said Lot 56, a distance of 97.74 feet, to the Northwest corner of said Lot 56; thence $N42^{\circ}20'48''E$, a distance of 133.23 feet; thence $S11^{\circ}27'15''W$, a distance of 250.69 feet; thence $S79^{\circ}05'08''E$, a distance of 141.40 feet, to a point on the Coastal Construction Control Line as recorded in Survey Book 2A, Pages 15 through 28 of the Public Records of Brevard County, Florida; thence the following 2 courses along said Coastal Construction Control Line: (1) $N10^{\circ}22'30''E$, a distance of 69.88 feet; (2) $N11^{\circ}27'15''E$, a distance of 195.97 feet, to a point on the Easterly extension of the North line of Lot 14 as shown on said plot; thence $S78^{\circ}01'58''E$, along said Easterly extension, a distance of 219.13 feet, to a point on the Erosion Control Line of the Atlantic Ocean established by Certificate of Approval as recorded in Official Records Book 4242, Page 492 of the Public Records of Brevard County, Florida; thence the following 4 courses along said Erosion Control Line: (1) $S13^{\circ}36'25''W$, a distance of 51.26 feet; (2) $S12^{\circ}45'58''W$, a distance of 213.47 feet; (3) $S11^{\circ}58'00''W$, a distance of 203.09 feet; (4) $S13^{\circ}16'52''W$, a distance of 175.07 feet to a point on the Easterly extension of the South line of said Lot 27; thence $S89^{\circ}50'09''W$, along said Easterly extension and the along the South line of said Lot 27, a distance of 319.77 feet, to the POINT OF BEGINNING; Containing 5.83 acres, more or less. Together with all riparian rights thereto appertaining.

NOTE:

1. REFER TO SHEET 5 FOR THE SKETCH TO ACCOMPANY THE PHASE 1 LEGAL DESCRIPTION.

THE MERIDIAN, A CONDOMINIUM PHASE 1 GRAPHIC PLOT PLAN OF IMPROVEMENTS



ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 1, 2007

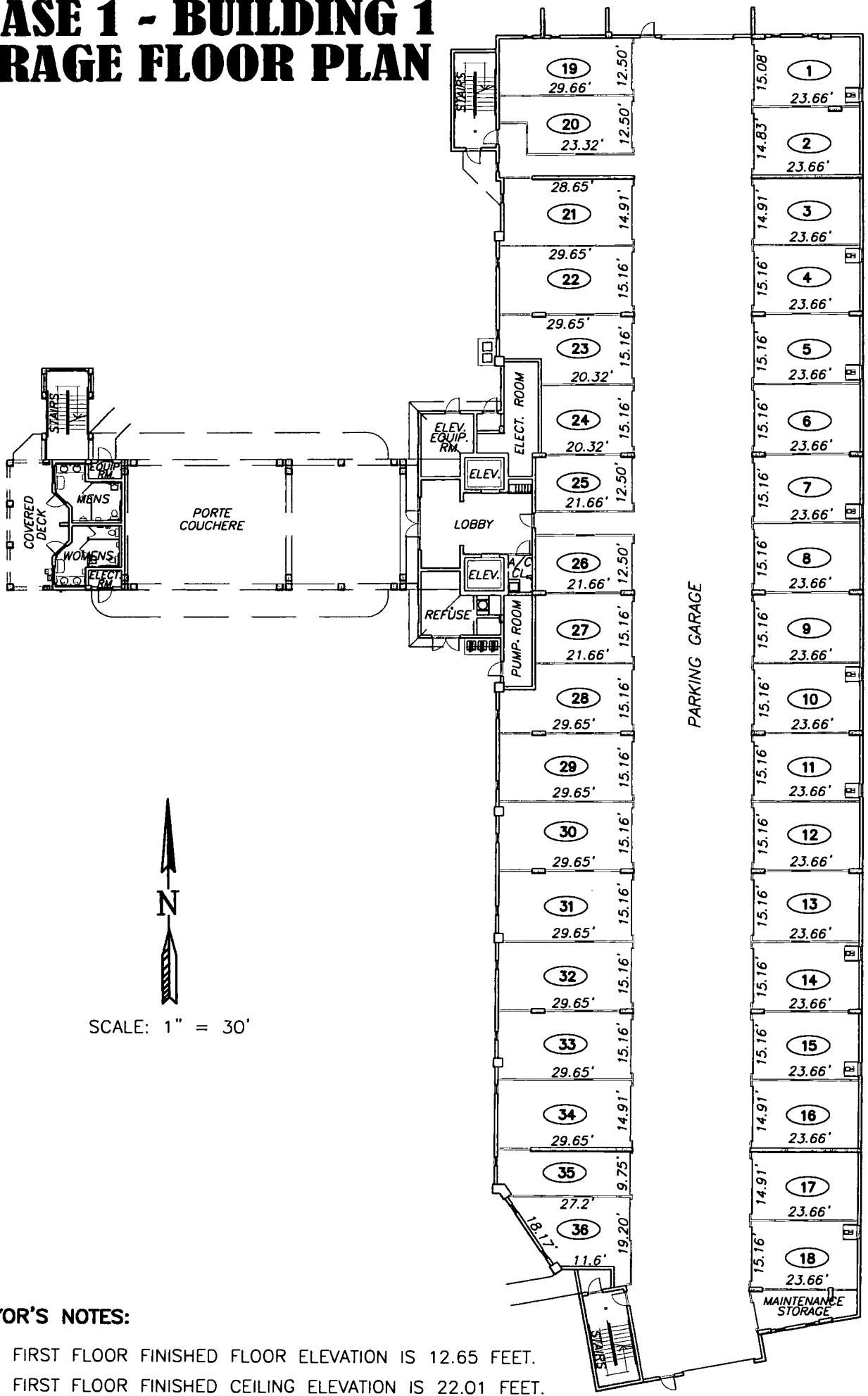
EXHIBIT "A"

SHEET 7 OF 16

THE MERIDIAN, A CONDOMINIUM

PHASE 1 - BUILDING 1

GARAGE FLOOR PLAN



SURVEYOR'S NOTES:

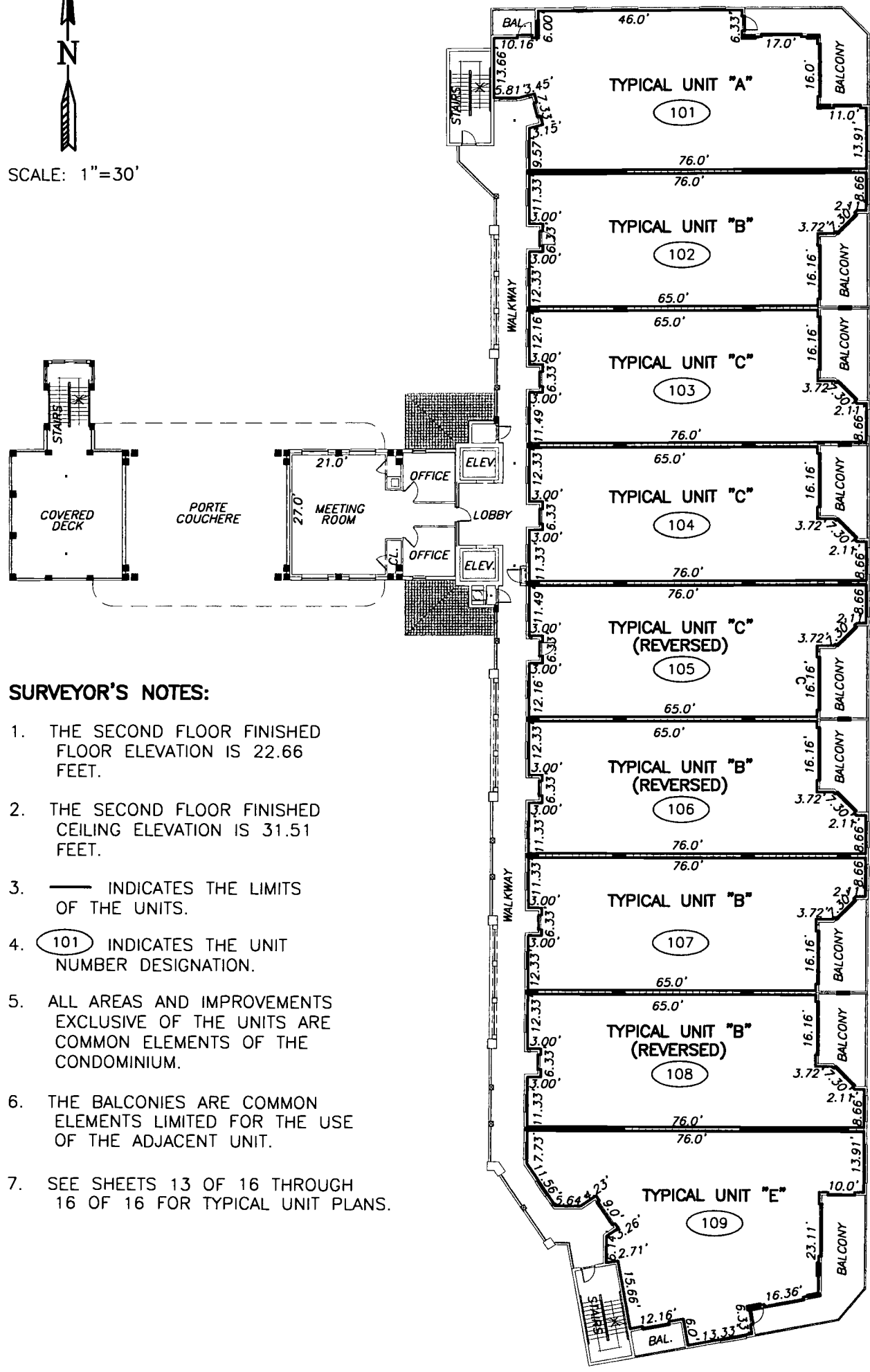
1. THE FIRST FLOOR FINISHED FLOOR ELEVATION IS 12.65 FEET.
2. THE FIRST FLOOR FINISHED CEILING ELEVATION IS 22.01 FEET.
3. **19** INDICATES THE GARAGE PARKING SPACE DESIGNATION.
4. ALL AREAS AND IMPROVEMENTS ON THE FIRST FLOOR ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE PARKING SPACES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM WHOSE USE IS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

ALLEN ENGINEERING, INC.
 106 DIXIE LANE
 COCOA BEACH, FLORIDA
 JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 FIRST FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

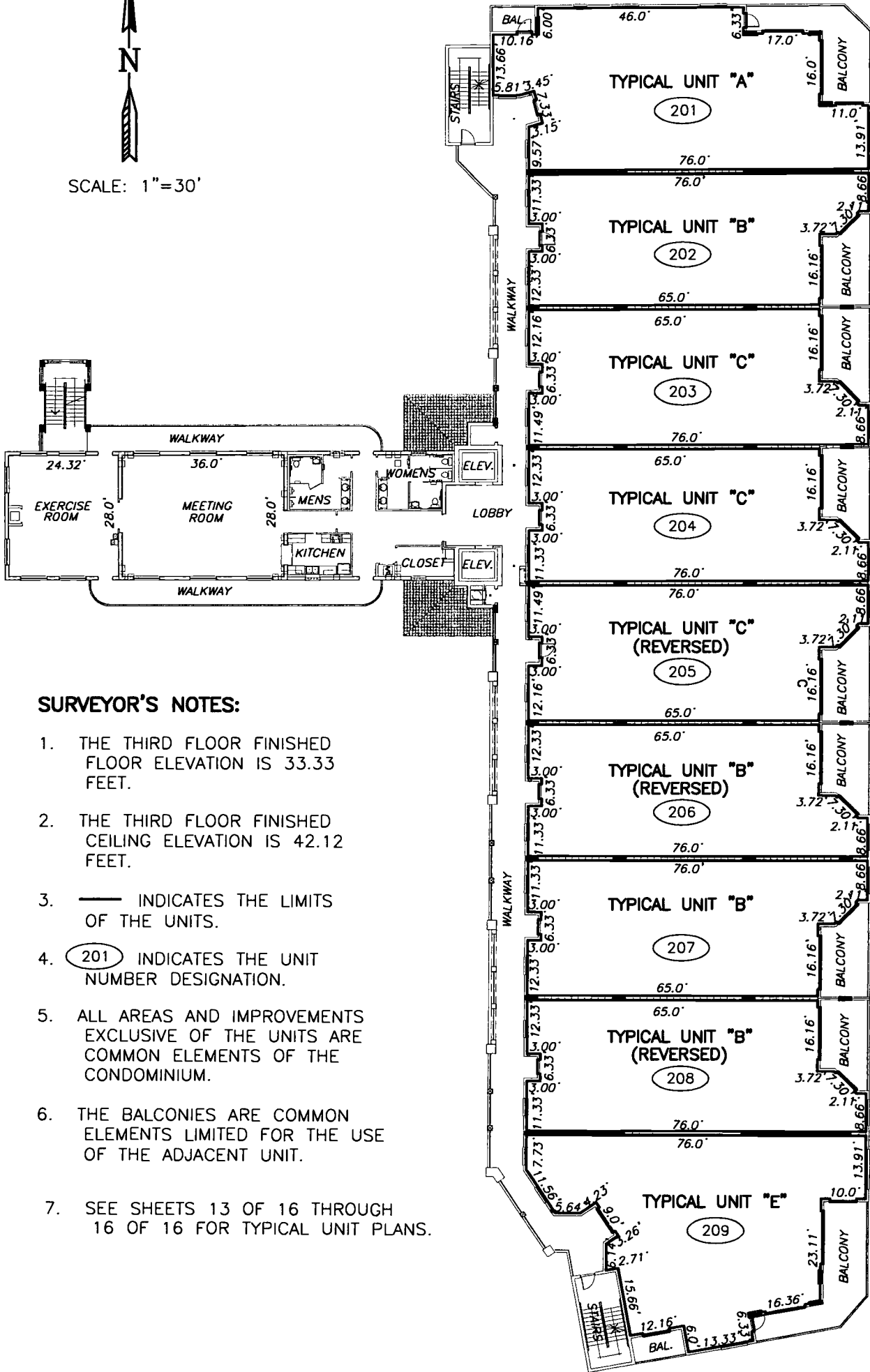
1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 22.66 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 31.51 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (101) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 13 OF 16 THROUGH 16 OF 16 FOR TYPICAL UNIT PLANS.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 SECOND FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

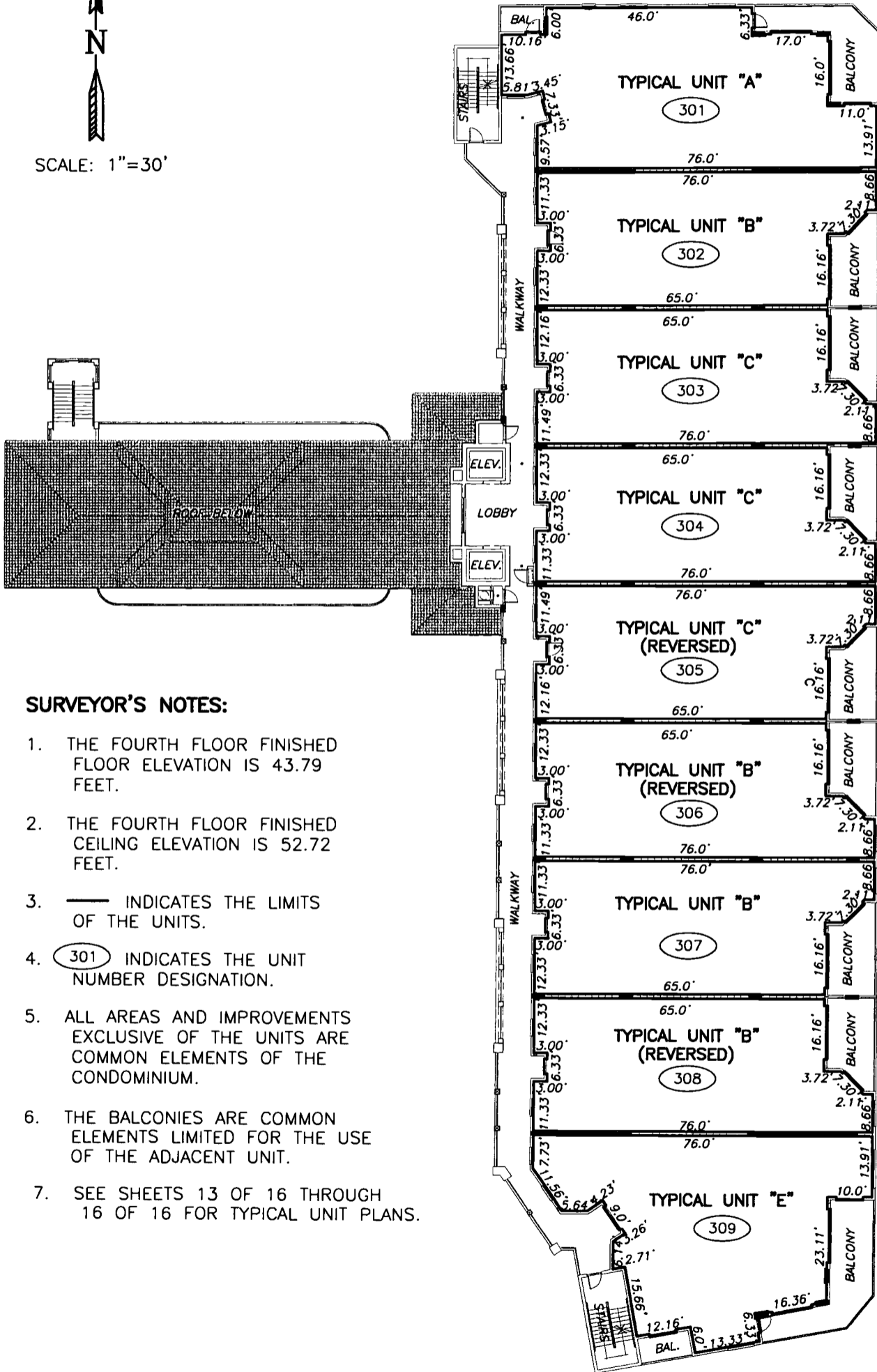
1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 33.33 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 42.12 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (201) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 13 OF 16 THROUGH 16 OF 16 FOR TYPICAL UNIT PLANS.

ALLEN ENGINEERING, INC.
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JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 THIRD FLOOR PLAN



SCALE: 1"=30'



SURVEYOR'S NOTES:

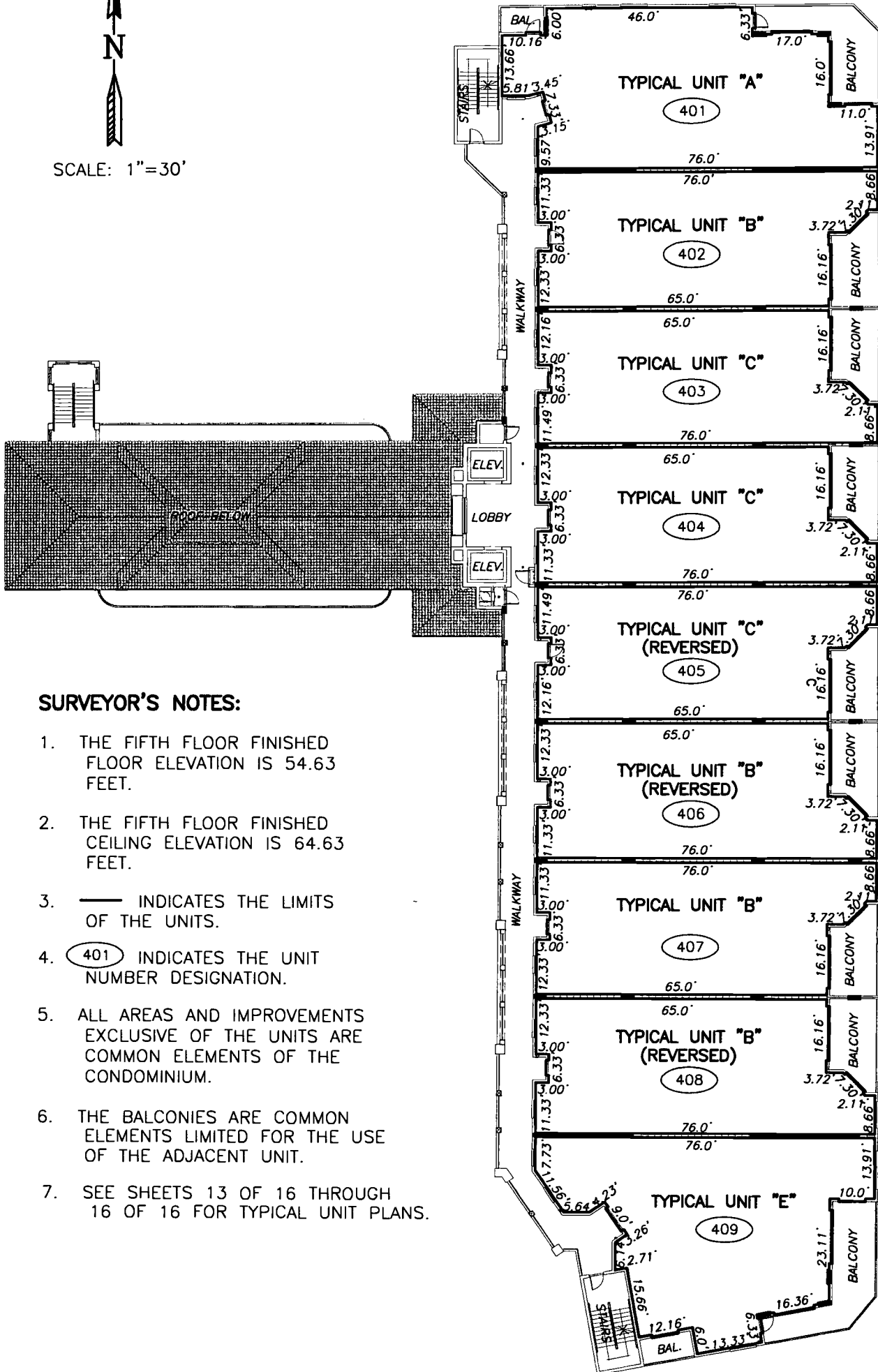
1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 43.79 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 52.72 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (301) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 13 OF 16 THROUGH 16 OF 16 FOR TYPICAL UNIT PLANS.

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JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1 - BUILDING 1 FOURTH FLOOR PLAN



SCALE: 1"=30'



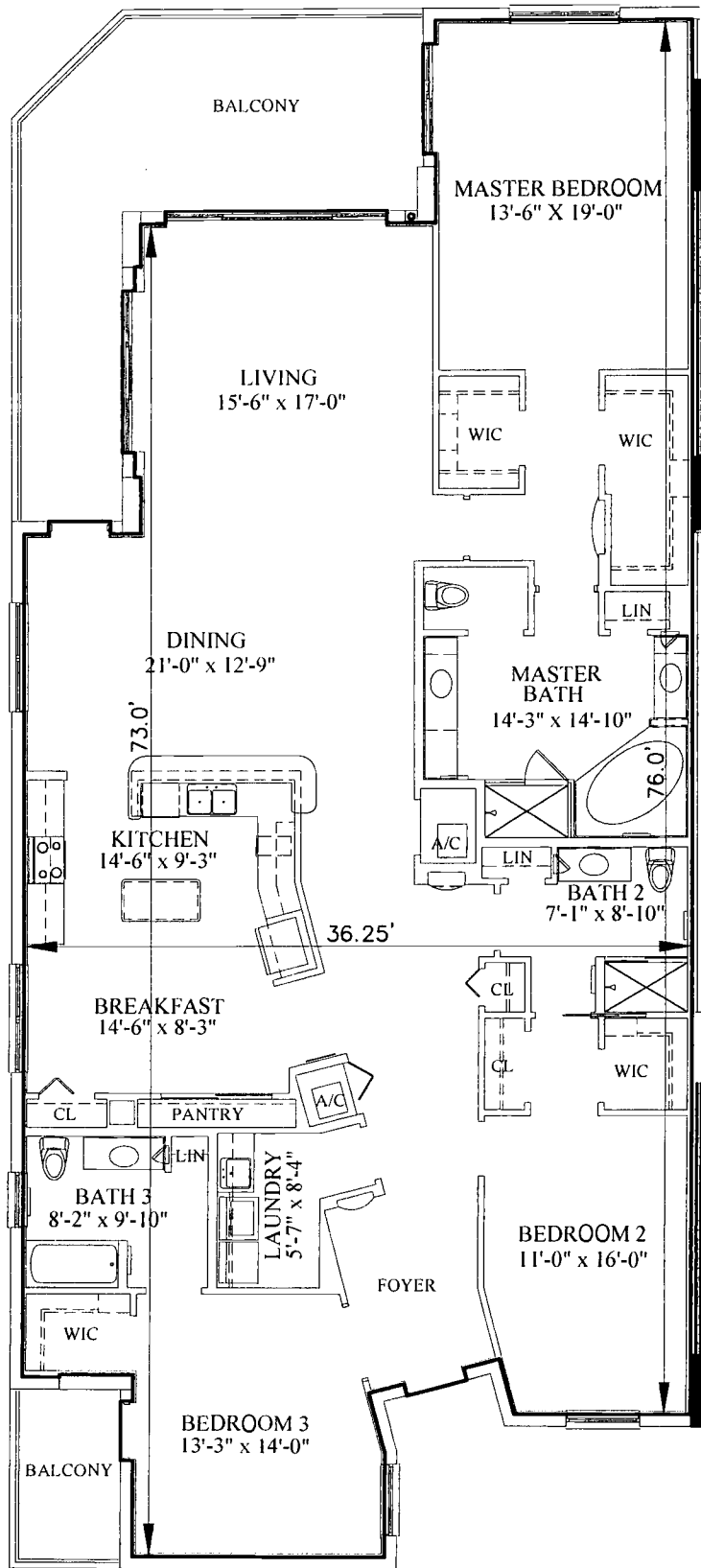
SURVEYOR'S NOTES:

1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 54.63 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 64.63 FEET.
3. ——— INDICATES THE LIMITS OF THE UNITS.
4. (401) INDICATES THE UNIT NUMBER DESIGNATION.
5. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE BALCONIES ARE COMMON ELEMENTS LIMITED FOR THE USE OF THE ADJACENT UNIT.
7. SEE SHEETS 13 OF 16 THROUGH 16 OF 16 FOR TYPICAL UNIT PLANS.

ALLEN ENGINEERING, INC.
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COCOA BEACH, FLORIDA
JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "A"

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 9 THROUGH 12 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. TYPICAL UNIT "A" CONTAINS 2508 SQUARE FEET ±.

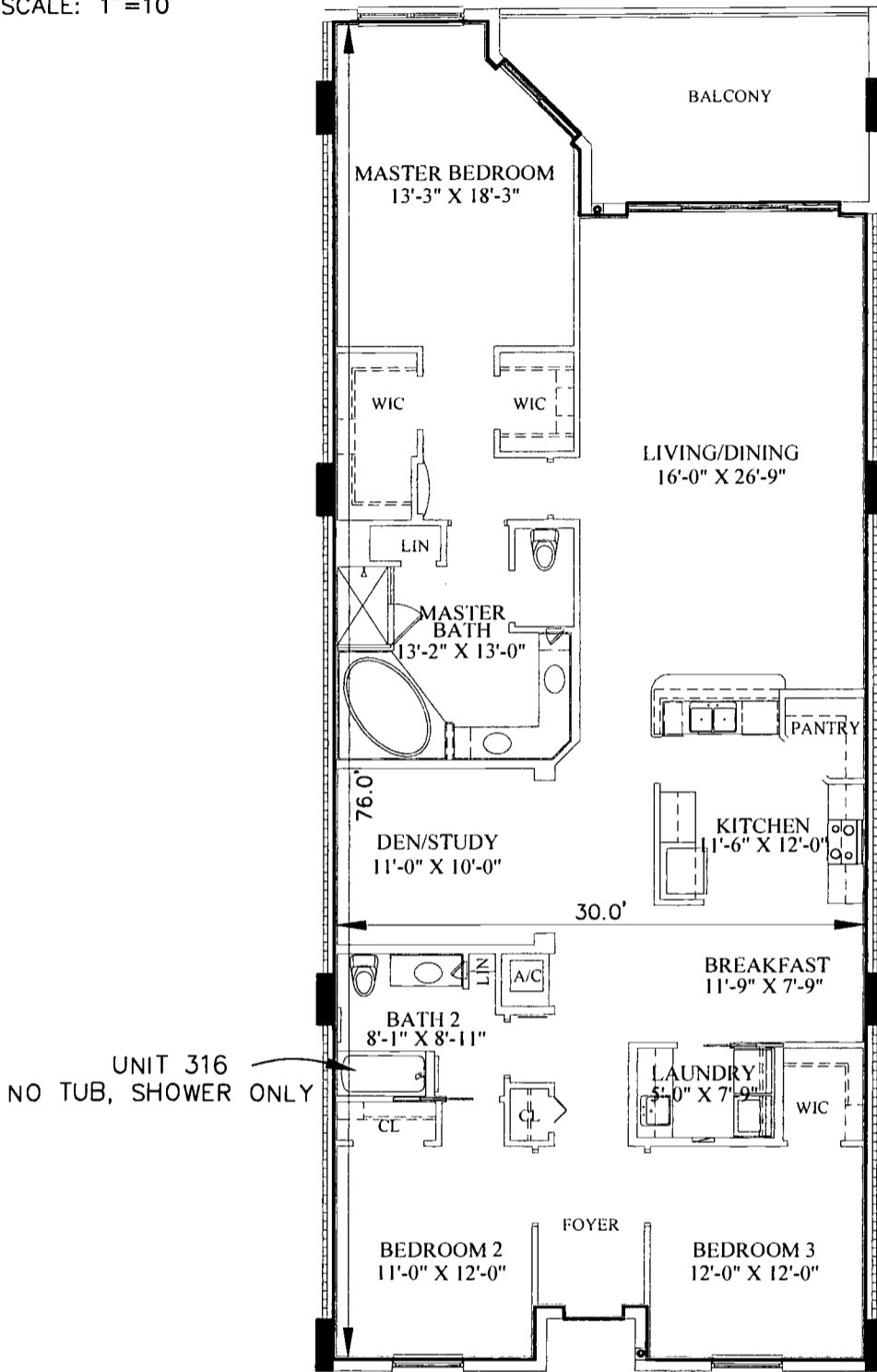
ALLEN ENGINEERING, INC.
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COCOA BEACH, FLORIDA
JUNE 1, 2007

EXHIBIT "A"

SHEET 13 OF 16

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "B"

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 9 THROUGH 12 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. TYPICAL UNIT "B" CONTAINS 2072 SQUARE FEET ±.

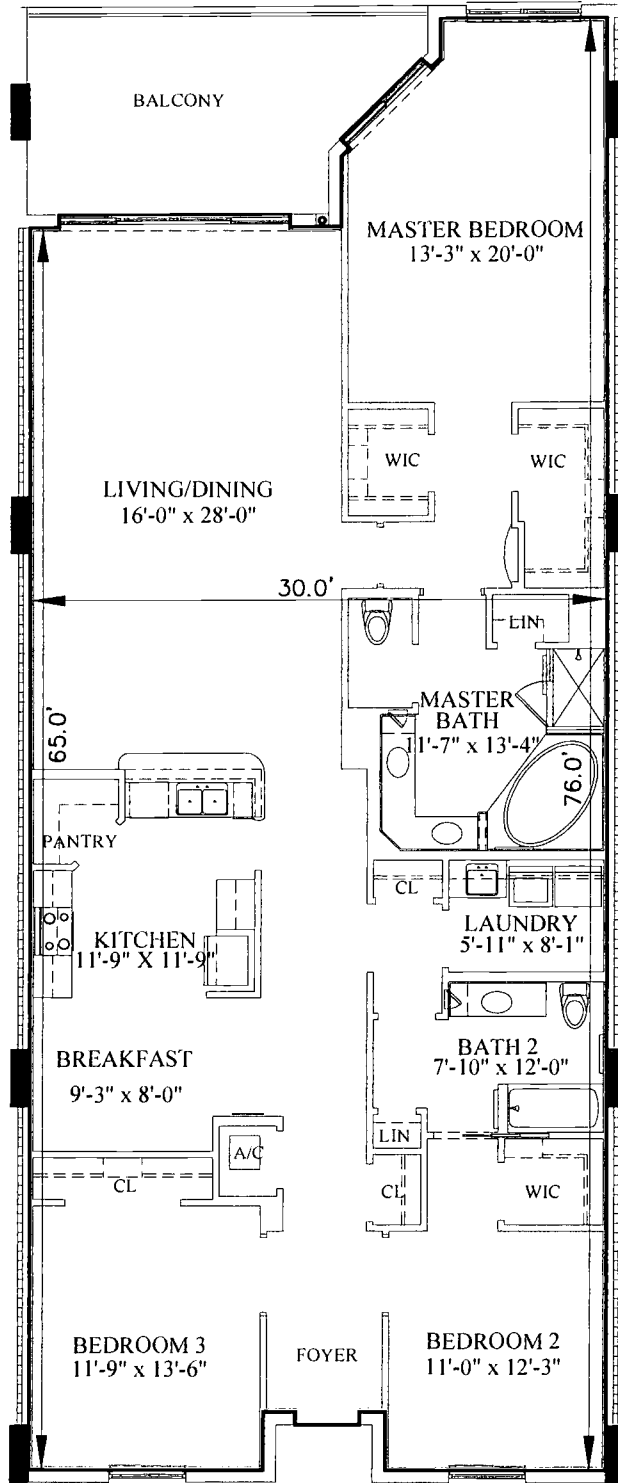
ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 1, 2007

EXHIBIT "A"

SHEET 14 OF 16

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "C"

SCALE: 1"=10'



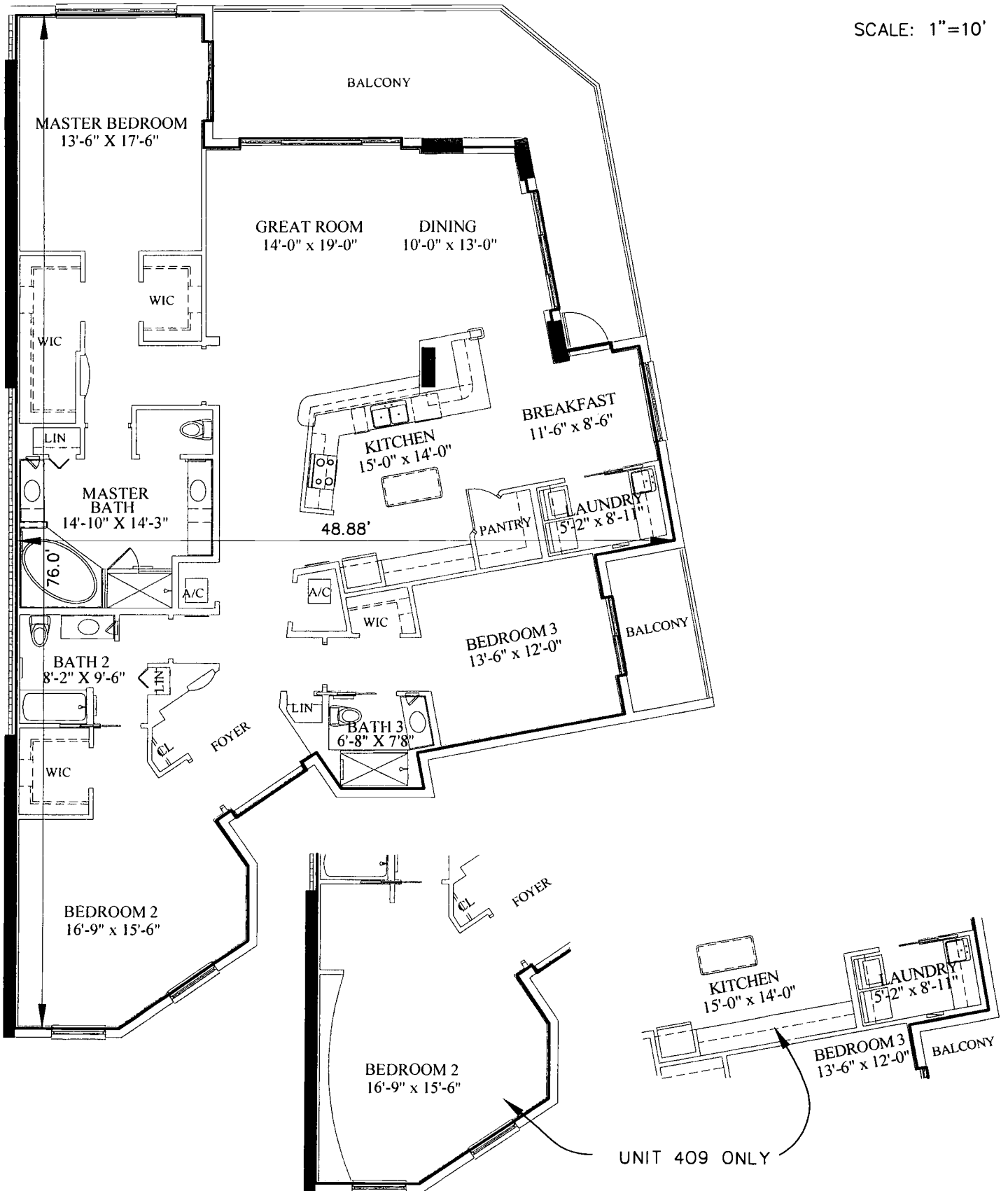
SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 9 THROUGH 12 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. TYPICAL UNIT "C" CONTAINS 2072 SQUARE FEET ±.

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JUNE 1, 2007

THE MERIDIAN, A CONDOMINIUM PHASE 1 TYPICAL UNIT "E"

SCALE: 1"=10'



SURVEYOR'S NOTES:

1. ——— INDICATES THE LIMITS OF THE UNIT.
2. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNIT ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THE BALCONY IS A COMMON ELEMENTS LIMITED TO THE USE OF THE ADJACENT UNIT.
4. THE UNIT PLAN SHOWN IS REPRESENTATIONAL. THE DIMENSIONS MAY VARY SLIGHTLY.
5. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE PLAN SHOWN.
6. REFER TO THE FLOOR PLANS ON SHEETS 9 THROUGH 12 FOR THE LOCATION OF THIS UNIT WITHIN THE BUILDING.
7. TYPICAL UNIT "E" CONTAINS 2457 SQUARE FEET ±.

ALLEN ENGINEERING, INC.
106 DIXIE LANE
COCOA BEACH, FLORIDA
JUNE 1, 2007

EXHIBIT "A"

SHEET 16 OF 16