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DECLARATION OF CONDOMINIUM
OF
PEACEWIND CONDOMINIUM COTTAGES

This Declaration is made this 10th day of APRIL, 2021, by **BRAVEHEART PROPERTIES OF BREVARD, INC.**, a Florida corporation, ("Developer").

The Developer hereby makes the following declaration:

1. **PURPOSE.** The purpose of this Declaration is to submit certain lands and improvements to the condominium form of ownership as provided in Chapter 718, Florida Statutes, as amended from time to time (the "Condominium Act"), and the Developer hereby submits the Phase 1 lands described in Paragraph 3 below to condominium ownership.

2. **NAME OF CONDOMINIUM.** The name by which this Condominium is to be identified is:

PEACEWIND CONDOMINIUM COTTAGES

3. **THE LAND.** The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Brevard County, Florida:

SEE SHEET 8 ON ATTACHED **EXHIBIT "A"** FOR LEGAL DESCRIPTION OF "**PHASE 1**". THE ONLY REAL PROPERTY NOW SUBMITTED TO CONDOMINIUM OWNERSHIP BY THIS DECLARATION IS "PHASE 1" AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO. EXHIBIT "A" ATTACHED SHOWS PROPOSED "PHASE 2" AND "PHASE 3" FOR INFORMATION ONLY, "PHASE 2" AND "PHASE "3" ARE NOT NOW BEING SUBMITTED TO CONDOMINIUM OWNERSHIP.

4. **DEFINITIONS.** The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Florida Condominium Act, as amended from time to time, and as follows, unless the context otherwise requires:

4.1. **Assessment.** "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

4.2. **Association.** "Association" refers to **PEACEWIND CONDOMINIUM COTTAGES ASSOCIATION, INC.** a non-profit Florida corporation, and shall have the meaning set forth in Section 718.103, Fla. Stat.

DECLARATION

4.3. By-Laws. "By-Laws" means the By-Laws of PEACEWIND CONDOMINIUM COTTAGES ASSOCIATION, INC. as they exist from time to time.

4.4. Common Elements. "Common Elements" means the portion of the Condominium Property not included in the Units, as more particularly described in Article 8 below, and on Exhibit "A" attached hereto.

4.5. Limited Common Elements. There are no limited common elements in the Condominium.

4.6. Common Expenses. "Common Expenses" means all expenses and assessments incurred by the Association for the Condominium which include, but are not limited to, expenses of administration and management of the Condominium Property; expenses of maintenance, operation, repair or replacement of Common Elements and of the portions of Units to be maintained by the Association; expenses declared Common Expenses by the provisions of this Declaration or the By-Laws; and any other charge for which the Unit Owners are liable to the Association.

4.7. Common Surplus. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, and revenues on account of the Common Elements, over the Common Expenses.

4.8. Condominium. "Condominium" means that form of ownership described in Chapter 718, the Florida Condominium Act.

4.9. Condominium Property. "Condominium Property" means and includes the land in the Condominium which has been declared to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

4.10. Declaration, or Declaration of Condominium. "Declaration" or "Declaration of Condominium" means the instrument or instruments by which the Condominium is created, as they are from time to time amended.

4.11. Developer. "Developer" means Braveheart Properties of Brevard, Inc.

4.12. Unit or Condominium Units. "Unit" or "Condominium Unit" means the part of the Condominium Property which is subject to private ownership by the Unit Owner, as delineated in Paragraph 6.

4.13. Unit Owner. "Unit Owner" means the owner (or, collectively, owners) of a Condominium Parcel.

4.14. Condominium Parcel. "Condominium Parcel" means a Unit.

4.15. Condominium Act. "Condominium Act" means the Condominium Act of the State of Florida, currently Chapter 718, Florida Statutes (2020), as the same may be amended from time to time.

4.16. Manufactured Home. "Manufactured Home" shall mean a residential structure that is a) approved by the Developer, and b) permitted under the zoning category applicable to the Condominium Property and designed to be used as a dwelling on a Unit, when connected to the

required utilities, and includes all of the plumbing, heating, air conditioning, and electrical systems serving same.

5. **PHASES OF DEVELOPMENT.** This condominium shall be developed in three (3) phases, consisting of "Phase 1", "Phase 2", and "Phase 3". The estimated dates of completion of the units and improvements in each phase, if added, are as follows:

Phase 1	December 31, 2026
Phase 2	December 31, 2026
Phase 3	December 31, 2026

In the event Phase 3 is not added, the Units which are included in Phase 1 are entitled to 100% ownership of all common elements within Phase 1, and of Phase 2 if it has been added. The Developer may amend the estimated completion dates of Phase 1 or Phase 2 or Phase 3, or all, to the extent allowed by law.

If the Developer determines, in its sole and absolute discretion, to develop Phase 2 or Phase 3, the Developer shall record an appropriate amendment to this Declaration in the Public Records of Brevard County, Florida.

Time-share estates will not be created with respect to Units in any Phase.

5.1. Phase 1 shall consist of a minimum of 84 units and a maximum of 84 Units. The general size of the Units included in this Phase range between 120 and 2500 square feet.

5.2. Phase 2 shall consist of the recreational facilities, and no units.

5.3. Phase 3 shall consist of a minimum of 58 units and a maximum of 58 units. The general size of the Units included in this Phase range between 120 and 2500 square feet.

5.4. The land which may become part of the condominium, as Phase 2, and as Phase 3, the land on which Phase 2 and Phase 3 is to be built, and the approximate location of any improvements that may ultimately be contained within the condominium are shown on **Exhibit "A"** attached hereto. The plot plan may be modified by the Developer as to Unit size, such as increasing or decreasing the size of the Units, without the consent of the Unit Owners; however any such change must be consistent with Section 718.403(2), Florida Statutes, as amended. The Developer may also make non-material changes in the legal description of each Phase to the extent allowed by law.

5.5. There are no additional Units in Phase 2. Each Unit's proportion or percentage of ownership in the common elements and manner of sharing common expenses and owning common surplus as additional Units are added to the condominium by the addition of Phase 3 shall be in the same proportion as the owner's Unit bears to the total number of all units in the condominium after the addition of Phase 3. The formula shall be as follows:

$$\frac{\text{One (1)}}{\text{Total number of Units after addition of phase}} = \text{fractional ownership interest in common elements and share of common expenses and common surplus}$$

5.6. At the time of recording of this Declaration, the Developer is not obligated to complete all or any part of Phase 2 or of Phase 3, and nothing in the Prospectus or in the Declaration shall be construed to require that the property described as Phase 2 or as Phase 3, nor any part thereof, whether or not improved, become a part of the Condominium by act of the Developer or otherwise.

6. IDENTIFICATION OF UNITS. For the purpose of identification, all Units which may ultimately form a part of the Condominium are given an identifying number and delineated on a Graphic Plot Plan exhibit identified as **Exhibit "A"**, attached hereto. No Unit bears the same identifying number as does any other Unit. The aforesaid identifying number on the Plot Plan is also the identifying number as to the Unit. **Exhibit "A"** contains a survey of the land, a Graphic Plot Plan, and legal description of Phases 1, 2, and 3, and together with this Declaration is sufficient detail to identify the approximate location and size of the Common Elements and each Unit, as evidenced by the certificate of the registered land surveyor attached hereto as **Exhibit "A-1"**. The legend and notes contained within said **Exhibit "A"** are incorporated herein and made a part hereof by reference.

This is a land condominium. Each Unit in Phase 1, and each Unit in Phase 3 of the Condominium shall consist of the area or space having the exterior or perimetrical boundaries of each Unit as described in the Surveyor's certificate submitting the Phase to condominium ownership, extended upward to infinity, and having as its lower horizontal boundary a plane co-existent with the unimproved surface of the land within said perimetrical boundaries. Any improvements installed on that portion of the land's surface forming the lower horizontal boundary of a Unit are included within said Unit.

7. EASEMENTS. The Developer reserves for itself, its successor and assigns, agents, employees, business and other invitees, guests or others under supervision, direction and control of the Developer, non-exclusive easements over, through and across the Condominium Property, which easements may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any land within the Condominium from the Condominium, which easements shall include the following:

7.1. Utilities. Easements are reserved as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the Condominium property, including, but not limited to, existing services. In addition, easements are reserved for such further utility easements over and across the Condominium Property as may be required from time to time to service the Condominium Property.

7.2. Pedestrian and Vehicular Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across streets, sidewalks, paths, lanes and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through, and across such portions of the Common Elements as may be from time to time paved and intended for such purposes and such easement shall be for the use and benefit of the Unit owners and those claiming by through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

7.3. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall

exist to the extent of that encroachment for so long as the encroachment shall exist.

7.4. **Ingress and Egress.** A non-exclusive easement shall exist for ingress and egress over streets, walks and other rights of way serving the Units of the Condominium as part of the Common Elements necessary to provide reasonable access to said streets, roads and walks and other rights of way to the public.

8. **CONDOMINIUM UNITS; COMMON ELEMENTS.** In Phase 1, which is submitted to condominium ownership, each of the Unit Owners of the Condominium shall have an undivided **1/84th** interest in the Common Elements appurtenant to the Owner's Unit. Upon submission of Phase 2, should that occur, each of the Unit Owners of the Condominium shall have an undivided **1/84th** interest in the Common Elements appurtenant to the Owner's Unit. Upon submission of Phase 3 to the condominium, should that occur, each Unit Owner shall have an undivided **1/142nd** interest in the Common Elements appurtenant to the Owner's Unit.

8.1 The fee title to each Condominium Parcel shall include both the Condominium Unit and the respective undivided interest in the Common Elements and Common Surplus; said undivided interest in the Common Elements shall be deemed conveyed or encumbered with its respective Condominium Units, even though the description and instrument of conveyance or encumbrance may refer only to the fee title to the Condominium Unit. Any attempt to separate the fee title to a Condominium Unit from the individual interest in the Common Elements appurtenant to each Unit shall be null and void.

8.3 **Recreational Facilities.** There are no Recreational Facilities in the Condominium. In the event Phase 2 is submitted to condominium, it shall include a clubhouse and a pool.

8.4 A Unit Owner is entitled to exclusive possession of the Owners' Unit subject to the provisions of this Declaration and the Condominium Act, and subject to the limitations herein, may cause a residence to be constructed thereon. Each Unit Owner shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Unit Owners. Each Unit Owner shall also hold membership in the Association and an interest in the funds and assets held by the Association. Membership of each Unit Owner in the Association shall be acquired pursuant to this Declaration and the provisions of the Articles of Incorporation and By-Laws of the Association.

9. **COMMON EXPENSES AND COMMON SURPLUS.** The Common Expenses of the Condominium shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, cost of carrying out the powers and duties of the Association and any other expense designated as Common Expense by the Condominium Act.

9.1 Each Unit Owner's share of the Common Expenses shall be in the same proportion as the Owner's Unit bears to the total number of Units submitted to this Declaration at the time of assessment.

9.2 No Unit Owner may be excused from the payment of the Owner's share of the Common Expenses of the Condominium unless all Unit Owners are likewise proportionately excused from payment, except that the Developer is excused from the payment of its share of the Common Expenses, which would have been assessed against its Units from January 1, 2021, until December 31, 2021 and during said period of time the Developer hereby guarantees that the assessment for Common Expense, of the Condominium assessed against

the individual Unit Owners and their respective Units shall not increase over a total monthly amount of \$25.63 per Unit, and Developer agrees to pay any amount of Common Expenses incurred during that period and not produced by the assessments at said guaranteed level receivable from other Unit Owners. This guarantee is given in consideration of Developer being excused from payment of its share of Common Expense during the aforesaid period, pursuant to Florida Statute 718.116(9). The Developer reserves the right to extend the guaranty period for up to three (3) consecutive additional one (1) year periods after December 31, 2021, but is not obligated to do so. Notwithstanding the foregoing, the Developer's guaranty shall expire at turnover of the control of the Association to Unit Owners other than the Developer.

9.3. Common Surplus is owned by the Unit Owners in the same shares as their ownership interest in the Common Elements as set forth above. Provided, however, a share in the Common Surplus does not include the right to withdraw or require payment or distribution of the same except as otherwise set forth herein.

10. MAINTENANCE, ALTERATION, AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property and restriction on the alteration and improvement thereof shall be as follows:

10.1. Common Elements. The maintenance and operation of the Common Elements shall be the responsibility of the Association and expense associated therewith shall be designated as Common Expense. After the completion of the improvements, including the Common Elements contemplated by this Declaration, there shall be no alteration (other than as necessary for repair or replacement) or further improvement of the real property constituting the Common Elements without prior authorization by the Board of Directors of the Association, and if a special assessment is necessary to pay for same, the alteration or improvement must be approved by the Owners of a majority of all Units in the Association at any regular or special meeting of the Unit Owners. The cost of approved alterations or improvements shall be assessed as a Common Expense.

10.2 Condominium Unit or Parcel. Except as provided herein, the responsibility of the Unit Owner shall include, but not be limited to, the ongoing upkeep, maintenance and repair of such Owner's Unit and any residence or Manufactured Home and improvements placed thereon. Subject to the provisions of the Condominium Documents, including any Rules and Regulations (as enacted by the board of Directors from time to time), a Unit Owner may make such alterations or improvements to his Unit at the Owner's sole and personal cost as may be advised, provided all work shall be done without disturbing the rights of other Unit Owners and further provided that a Unit Owner shall make no changes or alterations to his Unit or residence or Manufactured Home or improvements on the Unit without first obtaining approval in writing of the Board of Directors of the Association.

10.3. Contracts. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair. The Board may likewise enter into a contract with any public utility for the furnishing of public services to the Condominium.

11. ASSESSMENTS.

11.1. Power to Assess. The Association, through its Board of Directors, shall have the

power to fix and determine, from time to time, a sum or sums necessary and adequate to provide for the Common Expenses of the Condominium Property and such other assessments as are specifically provided for in this Declaration, the By-Laws and the Condominium Act.

11.2. **Commencement Date.** Assessments shall commence upon the recording of this Declaration. The Common Expenses shall be assessed against each Condominium Unit Owner as provided for in this Declaration.

11.3. **Interest on Overdue Assessments.** Assessments and installments thereon that are unpaid for over ten (10) days after the due date shall be subject to a late fee in the amount of \$25.00, and shall bear interest on the unpaid balance, from the due date until paid, at the highest rate permitted by law. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire unpaid balance of the annual assessment, as to the delinquent Unit Owner, to be due and payable in full as if the entire payment was originally assessed.

11.4. **Lien.** The Association shall have a lien on each Condominium Unit for any unpaid assessments which are due and which may accrue subsequent to the recording of a Claim of Lien, together with interest thereon, against the Unit Owner of such Condominium Unit. Said lien on a Condominium Unit shall relate back to the recording date of this Declaration, but shall be subordinate to the lien of any first mortgage recorded prior to the lien, except as otherwise provided in the Condominium Act, as amended from time to time. Reasonable attorneys' fees incurred by the Association incident to the collection of assessments or the enforcement of such liens including suit for damages, foreclosure, or other litigation, arbitration and appellate proceedings, together with all sums advanced and laid by the Association for taxes and payments on account of a superior mortgage, or encumbrance, which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Unit Owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of a Unit Owner on payment of his obligation. The Board of Directors may take such action as it deems necessary to collect assessments by personal action, and/or by enforcing and foreclosing said liens, and may settle and compromise the same, if in the best interest of the Association. Said liens shall be effective in the manner provided for by the Condominium Act and shall have the priorities established by said Act, except as herein provided. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment lien, and apply as a cash credit against its bid all sums due the Association that are covered by the lien.

12. **THE ASSOCIATION.** The Association shall have all the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association, the laws of the State of Florida, including the Condominium Act, as amended from time to time, and its Articles of Incorporation. The Articles of Incorporation are attached hereto as **Exhibit "B"** and are incorporated herein.

12.1. **By-Laws.** The administration of the Association and the operation of the Condominium Property shall also be governed by the By-Laws, a copy of which is incorporated herein and attached thereto as **Exhibit "C"**. The By-Laws may be amended in the manner provided for therein, but no amendment shall be adopted which would affect or impair the validity or priority of any mortgage secured by the Condominium Unit or Units.

12.2. **Voting Rights.** The Owners of Units shall be members of the Association. The total number of votes shall be equal to the total number of Condominium Units as declared of that date

and each Condominium Unit shall have no more and no less than one (1) equal vote in the Association. If an owner owns more than one Condominium Unit, the owner shall have as many votes as units owned. The vote of a Condominium Unit is not divisible. Every Owner of a Condominium Unit, whether the owner has acquired ownership by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws and Articles of Incorporation of the Association and by the provisions of this Declaration, as shall all occupants or tenants of Units in the Condominium. Developer shall retain one (1) vote for each unsold lot the Developer retains.

12.3. Transition. Transition of control of the Association shall be as provided in Section 718.301(1), Florida Statutes, as amended, which provides in part:

- (1) If unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer are entitled to elect at least one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect at least a majority of the members of the board of administration of an association, upon the first to occur of any of the following events:
- (a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;
 - (b) Three months after 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;
 - (e) When the developer files a petition seeking protection in bankruptcy;
 - (f) When a receiver for the developer is appointed by a circuit court and is not discharged within 30 days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the association or its members; or
 - (g) Seven years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit in the condominium which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first; or, in the case of an association that may ultimately operate more than one condominium, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first, for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 years after the date of the recording of the certificate of a surveyor and mapper pursuant to s. 718.104(4)(e) or the recording of an instrument that transfers title to a unit which is not accompanied by a recorded assignment of developer rights in favor of the grantee of such unit, whichever occurs first.

The developer is entitled to elect 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 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. After 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 reacquiring control of the association or selecting the majority members of the board of administration.

13. SALE AND RENTAL OF CONDOMINIUM UNITS. There are restrictions placed herein regarding an Owner's right to convey an interest in a Condominium Unit, as set forth in this Declaration.

13.1 In order to assure that the Condominium remains a community of congenial residents and occupants and to protect the value of the residences and to further the continuous harmonious development of the Condominium community, the sale and lease of Units shall be subject to the provisions of this Paragraph 13, which shall be covenants running with the land so long as the Condominium Property shall be subject to the condominium form of ownership under the laws of the State of Florida.

13.2 In the event of an attempted conveyance in contravention of the directions and restrictions herein contained, the Condominium Association shall have the right to enforce these provisions by legal proceedings, by injunctive proceedings, and by any legal means calculated to produce compliance.

13.3 A unit owner, other than an institutional mortgagee who has received title to the unit through foreclosure or deed in lieu of foreclosure, intending to make a bona fide sale or lease of the Owner's parcel or any interest therein, shall give to the Association a written notice of intention to sell or to lease, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, and a copy of the proposed contract or lease showing the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representation by the Unit owner that the owner believes the proposal to be bona fide in all respects.

13.4 No sale, transfer, lease or conveyance of a Unit shall be valid without the approval of the Board, except as otherwise provided in this Declaration, which approval shall not be unreasonably withheld. Approval or disapproval shall be in writing, and shall be delivered to the seller or lessor.

13.5 No lease shall be approved or permitted for a term of less than twelve (12) months.

13.6 Failure of the Association to act in writing within thirty (30) days after all requested information is submitted shall be deemed to constitute approval (in the case of a proposed lease, fifteen (15) days), in which event the Association must on reasonable demand prepare and deliver approval in written form.

13.7 If a Unit Owner shall lease a Unit, the owner shall remain liable for the performance of all agreements and covenants in the Condominium Documents and shall be liable for the violations by a lessee of any and all provisions thereof.

13.8 Every purchaser or lessee who acquires any interest in a condominium Unit shall acquire the same subject to this Declaration, the provisions of the By-Laws and Rules of the Condominium Association and the provisions of the Condominium Act.

13.9 Should any Unit at any time become subject to a mortgage or similar lien given as security, in good faith and for value, the holder thereof (hereinafter called the "Mortgagee"), upon becoming the owner of such interest through foreclosure of that mortgage or deed in lieu of foreclosure, shall have the unqualified right to sell, lease or otherwise dispose of said Unit, including the fee ownership thereof, without complying with the notice and approval provisions above; provided however, that in all other respects the provisions of this Declaration, the By-Laws of the

Association and the provisions of the Condominium Act shall be applicable thereto. Once the Mortgagee mentioned above has sold, transferred or conveyed the Mortgagee's interest to any other person whomsoever, the notice and approval provisions of this Paragraph 13 shall again be fully effective with regard to subsequent sales or conveyances of said Unit.

14. RESTRICTIONS ON USE AND OCCUPANCY. The use and occupancy of the Condominium is subject to the provisions of this Declaration, the Articles of Incorporation of the Association, its and any rules and regulations hereafter established by the Condominium Association, and all applicable ordinances and laws of local, state and federal government. The said restrictions include, but are not limited to, the following:

14.1 Violations of Use Restrictions. Violations should be reported to the Board of Directors in writing to the attention of the President of the Association. Violations will be called to the attention of the violating person by the Board of Directors or its agent. Violations may be enforced by fine proceeding, equitable and/or legal action, and by any other remedies available at law.

14.2. Condominium Use and Occupancy.

A. Number of Residents. No more than nine (9) persons (or such lower number as is set forth in any applicable governmental code or regulation) shall reside in any one (1) Unit.

B. Only single-family residential use is allowed.

C. Manufactured Homes Permitted. Only new Manufactured Homes or other residences approved by the Developer are permitted to be placed in the Condominium; however, the Developer may allow a variance from this requirement, in Developer's sole discretion. All Manufactured Homes and other residences are subject to approval or disapproval by the Developer, and after transition of control of the Board as provided above, by the Board, prior to placement or replacement or alteration.

D. Condominium Facilities. Use of Common Areas, and any facilities, is restricted to owners and residents and their invited guests.

14.3. Registration. Each prospective Condominium Unit purchaser, and each lessee, must fully complete and file an application form with the Board on forms prescribed and provided by the Board prior to purchasing or leasing a Unit.

14.4. Manufactured Home Appearance. In order to maintain a high standard of appearance in the Condominium, the Developer also reserves the right to approve, or to reject a Manufactured Home for on-site placement in the Condominium because of its poor condition or appearance. No installation or alteration of any Manufactured Home or improvements is allowed until the plans therefor are approved in writing by the Developer, or after transition, by the Board.

14.5. Set Up. All Manufactured Home construction and set-up shall comply in all respects with all applicable laws, codes, and regulations.

14.6. Lot Layout. Manufactured Homes, all attachments, carports, utility rooms, awnings and other additions on each Unit shall comply with minimum lot line set-back restrictions.

14.7. Pets. Unit owners may have only four (4) customary household pets (dog or cat only) per Condominium Unit, with a maximum weight of fifty (50) pounds per pet, and any number of pet birds and fish in aquariums, subject to the following rules hereinafter set forth:

A. Pet Registration. Each pet must be registered with the Board on forms provided by the Board prior to the time the pet is brought into the Condominium.

B. Walking Pets. Each pet is to be kept within the resident's manufactured home, except when the resident has the pet on a leash and is walking the pet.

C. Loose Pets. Any pet running loose in the Condominium is a violation of this Declaration, and is a nuisance, and the pet may be impounded at the owner's expense.

D. Pet Excretion Clean-up. Any excretion left by a pet outdoors must be picked up immediately and disposed of in a sanitary manner by the person walking the pet.

E. Disturbances. A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, and may be reported to the Board by written complaint.

F. Pet Rule Violations. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated and the Board determines that a violation has or is occurring, the Board shall serve the owner warning in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well-being of residents and is forever barred from the Condominium. The owner shall remove the pet from the Condominium within two (2) weeks. This remedy shall be cumulative.

G. No reptiles are allowed under any circumstances.

14.8. Landscaping. The cost and implementation of the landscaping of a Unit is expressly assumed by the Owner. All plans for landscaping, lawn ornaments, structures, and other alterations must be approved in writing by the Board prior to installation. Each approved alteration must be completed within sixty (60) days of such approval, or approval shall be deemed revoked.

14.9. Site Maintenance. In order to protect the mutual investments of Owners in the Condominium Owners and residents shall maintain the exterior of their home and other approved enclosures and the Unit in a clean, attractive and a well-maintained fashion. Residents shall comply with the following:

A. Plant and Shrub Control; Lawn Maintenance. Each owner is responsible for trimming, watering, mowing, pest control, and controlling the growth of all grass, plants and shrubs on the Unit. If the Association must perform such maintenance due to the Owner's failure to do so, the Owner of the Unit shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the Association upon demand. The same shall be collectable, including by lien, in the same manner as assessments.

B. If an owner or resident plans to do any digging on the Unit, the Board must be contacted first so that placement of utility lines and pipes may be determined. If any such utility line or pipe is damaged by an owner or resident, his agent or contractor, it shall be repaired immediately

at the Owner's expense. If the Association must repair such damage because of the owner's failure to do so immediately, the owner of the site shall be responsible for the cost of repairs and shall pay the full sum incurred by the Association upon demand.

C. Driveway and Ground Cover Maintenance. Oil drippings and damage to driveway pavement must be repaired and cleaned by the resident as soon as is reasonably possible. If wood chips, bark, rocks, or pebbles are used as part of the landscaping, residents shall not permit any such ground cover to spread or otherwise disperse into the streets, driveways or neighbor's sites and must remove and clean up such ground cover immediately. If the Association must perform such maintenance, due to the owner's failure to do so, the owner of the site shall be responsible for the cost of such maintenance and shall pay the full sum incurred by the Association upon demand.

D. Fencing. Fences on any Unit may be constructed only with prior written approval by the Board, and any required permits.

E. Commercial Enterprise. No commercial enterprise, soliciting or peddling is allowed to be conducted in the Condominium; however, the Developer's sales or leasing of Units shall not be deemed prohibited commercial enterprise. Selling of an owner's Unit is not included in this restriction.

F. Unsightly items including, but not limited to, upholstered/indoor furniture, ironing boards, brooms, mops, freezers, refrigerators, washing machines, tires, ladders, picnic coolers, toys (except when in actual use), recreational equipment, basketball hoops or stands, etc., are not permitted to remain outside the home.

14.11. Utilities. Connecting to Utility Lines. The resident is responsible for all permits, deposits and charges regarding utilities, including telephone and other facilities. Connections from hook-up to the home shall be the maintenance responsibility of the Unit Owner.

14.12. Trash Disposal. Unit owners shall comply with the requirements and rules of the entity providing garbage pick-up and disposal service to the Condominium. The dumping of any refuse on any Unit or Common Elements within the Condominium is prohibited. Refuse must be collected and retained in a refuse can. Refuse cans must be located on the Unit with the lid fastened in place. Any refuse containing garbage must be in a tightly closed plastic bag.

14.13. With regard to satellite dish receiving devices which are less than one meter in diameter; Multipoint Distribution System ("MDS") receiving devices less than one meter in diameter; and off-the-air television antennas, the following shall apply only in the event the FCC determines that the condominium Board cannot otherwise restrict same:

(A) No owner may maintain on site more than one such receiving device of each kind (for example, two MDS receiving devices would not be permitted, but an MDS device and a less than one meter satellite dish shall be permitted).

(B) An owner intending to have such a receiving device installed shall provide notice to the Association in advance of installation, and the notice shall designate the type of antenna to be installed, the name, address and telephone number of the installer, the proposed site of the installation, and whether the proposed location is the sole location allowing the owner to receive an "acceptable quality signal" as defined under FCC regulations.

(C) Subject always to the requirement that the owner be provided an "acceptable

quality signal", the Association may designate to the installer a site on the Unit or common elements which, in the Association's determination, reduces the aesthetic impact of the antenna installation. Subject always to the owner's right to receive an "acceptable quality signal", the following order of choice as to location shall apply: 1) Interior installation (i.e. attic); 2) Back or rear (rearward of the Unit) and away from any side street; 3) side yard, rearward of the front plane of the Unit, and on a side not exposed to a side street; 4) side of a Unit exposed to a side street; 5) front (forward of the front plane of the Unit).

(D) For each given installation, the Board may direct the owner to camouflage or modify the installation, provided however that there is no interference with the "acceptable quality signal", and provided further that the camouflage or modification does not impose an "unreasonable expense" on the owner in light of the total value of the installation.

(E) To the extent possible, for devices described in the first sentence of this Paragraph 14.13, within seven (7) working days after the Board's receipt of the notice from an owner as described in subsection (B) above, the Board shall respond to the owner or the owner's installer, so as to determine the locational, construction and aesthetic issues set forth above. The Board shall expedite this process where devices described in the first sentence of this Paragraph are concerned, the intention being that any delay in installation be minimized.

(F) The Board may prohibit any mast(s) rising more than 12 feet above the top of the roofline of the residence, in each case where the Board demonstrates a documented safety concern. A documented safety concern shall appear in any case where the Board receives an opinion by a professional engineer licensed in Florida, that the installation or improvement would post an unreasonable risk of property damage or personal injury arising from any inadequacy in the design, location, materials, construction, or guying of the device or improvement.

14.14 With regard to any transmitting or receiving device other than those specifically described in the first sentence of this Paragraph 14.13, the following provisions shall apply:

(A) The device must be camouflaged as an umbrella or otherwise; the height of the installation shall not be greater than six feet above ground level; the diameter of the device shall not exceed eight feet in its greatest dimension; and the device shall be obscured by an approved fence on all exposed sides.

(B) No such radio, television, or other transmission receiving or sending device, dish, or antennae not fitting the description set forth in the first sentence of this Paragraph 14.13 may be installed or maintained on any lot or the exterior of any structure located on any lot without written approval in advance, and the Board shall have the power to deny any such installation solely upon safety concerns, aesthetic concerns, or otherwise. Application for approval shall be in writing and shall set forth: the type of device to be installed; the name, address and telephone number of the installer; the site of the proposed installation; and a rough drawing with dimensions depicting the device to be installed.

14.15. Disturbing Noises. Loud and disturbing noises, including vehicular noises, are prohibited. Sound equipment and musical instruments shall be tuned and/or played at a level which will not annoy other residents. Loud parties on Units or Common Elements are prohibited. Quiet hours shall be observed from 10:00 p.m. to 8:00 a.m. No person shall cause or allow any nuisance.

14.16. Vehicle Control.

A. Parking on Streets. PARKING ON STREETS OF THE CONDOMINIUM IS PROHIBITED.

B. Parking. RV's may only be parked on the Unit driveway, or in such areas, if any, as are designated by the Board or the Developer. Residents may park on their sites only such number of passenger-type motor vehicles, including vans and pick-up trucks as will fit on their paved driveway without extending beyond their property line onto the sidewalk or street. No parking on lawns is permitted. Neither residents nor their guests may park any vehicle on another resident's site or a vacant site. Guests shall park on their host's site. No vehicles manufactured or used for commercial purposes, and no vehicles bearing commercial signage, and no boats or trailers, shall be allowed on a Unit, except commercial vehicles during construction or repair of a Unit.

C. Speed Limit. For the safety and well-being of the residents, the posted speed limit must be adhered to.

D. Safety Requirements. All motor vehicles must meet legal safety requirements in order to be operated in the Condominium.

E. Inoperable or junk vehicles. Motor vehicles which are not operable or do not display valid current registration (license tag) are prohibited in the Condominium.

F. Vehicle Repairs. Vehicle repair on a site is prohibited except for minor maintenance. Washing and polishing of vehicles is permitted on the Unit.

G. Bicycle, Golf Carts. Bicycle riding and operation of golf carts is permitted. All bicycle riders and golf cart drivers must obey all motor vehicle traffic laws. Bicycles and golf carts must have head and tail lights if used at night.

14.17. Guests.

A. Host's Responsibility. All guests are the responsibility of the Owner. Overnight stays by guests may not exceed an aggregate period of thirty (30) days per calendar year in any Unit.

B. Behavior of Guests. Guests, must be quiet and orderly and are not to be allowed uninvited on other residents' property, on vacant sites, and shall not do anything which might be cause for complaint or violates this Declaration.

14.18. Additions and Alterations.

A. Alteration of Site. No alterations or additions may be made on a site which is prohibited by applicable laws, ordinances, rules and regulations or the Declaration.

B. Utility Room. One utility room of a design, size and construction prescribed by the Board may be placed on each site at a location prescribed by the Board, if space permits. The design and construction of the utility room shall be regulated in such a way as to obtain uniformity and aesthetic compatibility, as determined by the Board.

C. Exterior Alterations. No exterior additions, alterations, or modifications may be made to any manufactured home or structure on any Unit, or to any part of the Common Elements, without written approval of the Board.

D. Additions to Homes. Subject to conditions and restrictions of this Declaration, Board rules, and the laws of Florida, and upon written approval of the Board, awnings, carports, screen-rooms, Florida rooms, garages and open porches may be permitted on Units in the condominium.

14.19. Miscellaneous.

A. Sales. "Auction", "Moving", "Lawn", "Patio", "Garage" and other similar types of sales are prohibited, except for such community-wide sales as may be sponsored by the Association.

B. Fires. Open fires are prohibited. For purposes of this Declaration, controlled barbecue grill fires are not considered to be open fires.

C. Firearms. Discharge of air pistols/rifles, firearms or fireworks in the Condominium is prohibited.

D. Drainage. No alteration of the natural drainage shall be done which will interfere with drainage of other Condominium property or neighbors' Units.

E. Insurance Considerations. A Unit Owner shall not permit or suffer anything to be done on a Unit which will increase the cost of insurance on another Unit or Common Element, facility or building in the Condominium.

F. General Restrictions. Any activity, condition or thing that materially adversely affects the life, health, safety, morals or well-being of residents in the Condominium is prohibited.

G. Drones. No drones may be operated anywhere in or over the Condominium.

H. Flags. 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 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any inconsistent provision hereof.

I. Religious Objects. The Association may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment, on the mantel or frame of the door of any structure constructed on the Unit, of a religious object not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep, regardless of any inconsistent provision hereof.

14.20. Setbacks. All applicable local government setback requirements will be strictly enforced.

14.21. So long as the Developer holds Units for sale in the ordinary course of business, neither the Association nor any Owner shall not take any action that would be detrimental to the sales of the Units by the Developer without obtaining the Developer's prior written consent. Neither the Unit Owners nor the Association nor their use of the Condominium Property shall interfere with the completion of the contemplated improvements or sale of said Units by Developer. The Developer may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display sale signs, showing the Units for sale to prospective purchasers, and renting of uncommitted Units to the public; and the

Developer retains an express easement for such purposes.

15. INSURANCE.

15.1. **Liability Insurance.** The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the Common Elements and insuring the Association and the Unit Owners as it and their interests appear, and in such amount as the Board of Directors of the Association may determine from time to time. Said insurance shall include, but not limit the same, to water damage, if available, legal liability, hired automobile, non-owned automobile and off the premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the Association to a Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

15.2. **Casualty Insurance.** The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring any insurable improvements within the Condominium, including personal property owned by the Association, other than improvements within and on a Unit, in and for the interest of the Association, in a company acceptable to the standards set by the Board of Directors of the Association and in an amount equal to the maximum insurable replacement value as determined annually by the Board of Directors of the Association. The premium for such coverage and any other expenses in connection therewith shall be paid by the Association and charged as a Common Expense. The company or companies with whom the Association shall place insurance coverage as provided in this Declaration shall be financially responsible companies authorized to do business in the State of Florida.

15.3. **Reconstruction or Repair after Casualty.** If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner.

A. In the case of damage to a Common Element, the same shall be reconstructed or repaired by the Association subject to the following provisions.

B. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repairs by the Association or at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such cost. Such assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

16. **COMPLIANCE AND DEFAULT.** Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time and shall further comply with the Condominium Act. Failure of the Unit Owner to comply therewith shall entitle the Association, other Unit Owners, or the Developer, as the case may be, to the following cumulative relief in addition to other remedies, legal and injunctive relief provided in this Declaration, the By-Laws or the Condominium Act:

A. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his omission, acts, negligence or carelessness or by that of any member of his family, his lessee(s) or his or their guests, invitees, employees, or agents. Such liability shall include any increase in fire insurance rates occasioned by use, misused occupancy or abandonment of a Unit or its appurtenances, or of the Common Elements.

B. In any proceeding arising because of an alleged failure of a Unit Owner, a guest, tenant or any other person directly or indirectly related to said Unit Owner, to comply with the terms of this Declaration, By-Laws, rules and regulations adopted pursuant thereto and said documents as they may be amended from time to time, or the Condominium Act, the prevailing party shall be entitled to recover the costs of the proceeding, and reasonable attorneys' fees, including attorneys' fees incurred in appellate proceedings, including actions brought by the Developer to enforce such documents.

C. The failure of the Developer, the Association, or any Unit Owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws or the rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

D. The Board shall have the right to impose fines, in the manner and in the amounts permitted under the Condominium Act, as amended.

17. TERMINATION. The Condominium may be terminated in the manner provided in Section 718.117, Fla. Stat.

18. MISCELLANEOUS.

18.1. The Condominium Unit Owners shall solely own and maintain the water pipes from the water meter to the home. The Condominium Unit Owner shall solely own and maintain the sewer pipes from the point the home is connected to said sewer pipe to the home. The Condominium Unit Owner shall solely own and maintain the electrical wiring and conduits from the electrical meter to the home. The balance of the sewer pipes up to the point of connection with the lines of the home are owned by the City of Cocoa, Florida. The water pipes are owned by the City of Cocoa, Florida. The electrical lines are owned by the Florida Power and Light Company.

18.2. The Unit Owners agree that if any portion of a Condominium Unit encroaches upon another, a valid easement for the encroachment and maintenance of same shall and does exist, so long as it stands.

18.3. No Unit Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of the Condominium Unit.

18.4. All provisions of this Declaration and Exhibits attached hereto and amendments thereof shall be covenants running with the land and of every part thereof and interest therein, including, but not limited to, every Unit and appurtenances thereto and every Unit Owner and claimant of the Property or any part thereof or of any interest therein and the Owner's heirs, executors, administrators, successors and assigns, shall be bound by all the provisions of said Declaration and Exhibits annexed thereto and amendments thereof.

18.5. If any provisions of this Declaration or the Exhibits hereto or of the Condominium Act, as amended, or any section, sentence, clause, phrase, word or the application thereof under any circumstances is held invalid, the validity of the remainder of this Declaration and the Exhibits attached or the Condominium Act and the application and such provision sections sentence, clause, phrase or word in other circumstances shall not be affected thereby but shall remain in full force and effect.

18.6. The Developer and Association each reserve the right to install certain utility services underground, and/or over and above any Unit, and in a common use area or facility to serve lands and areas other than those involved in the Condominium described herein, as well as those within the Condominium.

18.7. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and plural shall include the singular. The provisions of this Declaration and attached Exhibits shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium according to the intent of the Developer.

18.8. The captions used in this Declaration and Exhibits attached are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of this Declaration or Exhibits.

18.9. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium documents except as specifically set forth therein or as provided by the Condominium Act, and no person shall rely upon any warranty or representation, oral or otherwise, not so specifically made therein.

18.10. Electricity, water and sewerage service is separately charged by the utility company to a Unit Owner by individual meters for service provided to the Unit.

18.11. No amendment to the Declaration may permit time share estates to be created in any Unit of the Condominium unless the record owner of each Unit of the Condominium and the record owner of liens on each Unit of the Condominium join in the execution of the amendment.

19. AMENDMENT TO DECLARATION.

19.1. Subject to other provisions in this Declaration regarding amendment by Developer or requiring the prior written consent of the Developer for amendment so long as Developer holds units for sale in the ordinary course of business, this Declaration may be amended at any regular or special meeting of the Unit Owners of the Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total voting interests of the members of the Association. Subject to other provisions in this Declaration requiring the prior written consent of the Developer for amendment, no amendment may change the configuration or size of any Condominium Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change any proportion or percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Surplus unless the record Owner of the Unit and all record Owners of liens on it approve the amendment. An amendment of the Declaration is effective when properly recorded in the Public Records of Brevard County, Florida.

19.2. Until such time as Unit Owners other than the Developer is entitled to elect a majority of the Board of Directors, Developer may, without the consent of the Association or of such other Unit Owners, amend this Declaration, to the extent permitted by the Condominium Act.

19.3. The Articles of Incorporation and By-Laws shall be amended as provided for in those respective documents. The Rules and Regulation of the Association may be amended by the Board of Directors.

IN WITNESS WHEREOF, the Developer has caused its duly authorized officer to execute this Declaration on the 19th day of APRIL, 2021.

Liz Shiner
Witness

[Signature]
Witness

BRAVEHEART PROPERTIES OF BREVARD, INC.

a Florida corporation

By: Jinkie Lynn Echols

As its President

200 Sandpiper Drive

Cocoa, FL 32926

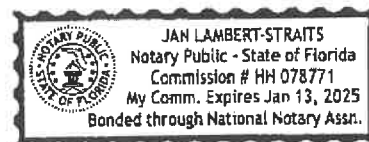
STATE OF FLORIDA)
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared JINKIE ECHOLS, as PRESIDENT of BRAVEHEART PROPERTIES OF BREVARD, INC., by physical presence or online notarization, on the 19th day of APRIL, 2021, who is personally known by me, or who produced FL DL as identification, and who, after being duly sworn, deposes and says that he has read the foregoing instrument, acknowledges the contents thereof to be true and correct, and agrees to be bound by same.

[Signature]

Notary Public - State of Florida

My Commission Expires:




Surveyor's Certificate For Peacewind Condominium Cottages

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED "DAVID J. IRWIN", 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:

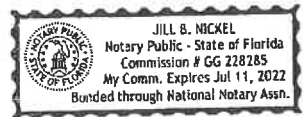
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS NOT SUBSTANTIALLY COMPLETE; HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING PEACEWIND CONDOMINIUM COTTAGES 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 8th DAY OF APRIL 2021, A.D.

BY: 
DAVID J. IRWIN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6672
ALLEN ENGINEERING, INC

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF APRIL, 2021 BY DAVID J. IRWIN, WHO IS PERSONALLY KNOWN AND WHO DID TAKE AN OATH.

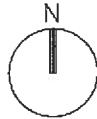

JILL B. NICKEL
NOTARY PUBLIC—STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 11, 2022
MY COMMISSION NO IS: GG 228285



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ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

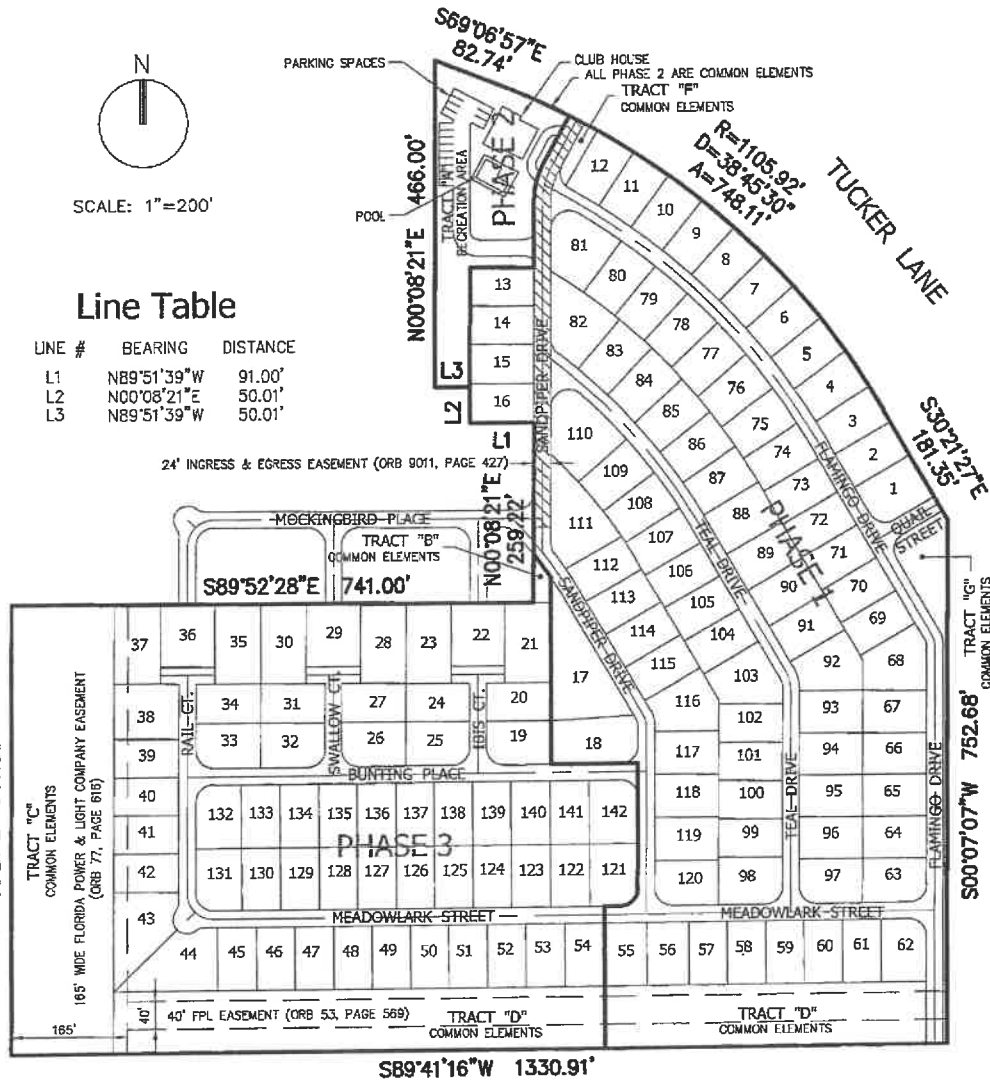
Peacewind Condominium Cottages Graphic Plot Plan



SCALE: 1"=200'

Line Table

LINE #	BEARING	DISTANCE
L1	N89°51'39"W	91.00'
L2	N00°08'21"E	50.01'
L3	N89°51'39"W	50.01'



Surveyor's Notes:

1. See sheet 6 for the notes concerning the graphic plot plan.
2. See sheets 2-5 for the sketch of surveys of the Parent Parcel, Phase 1, Phase 2 and Phase 3.
3. See sheets 7-8 for the descriptions of the Parent Parcel, Phase 1, Phase 2 and Phase 3.

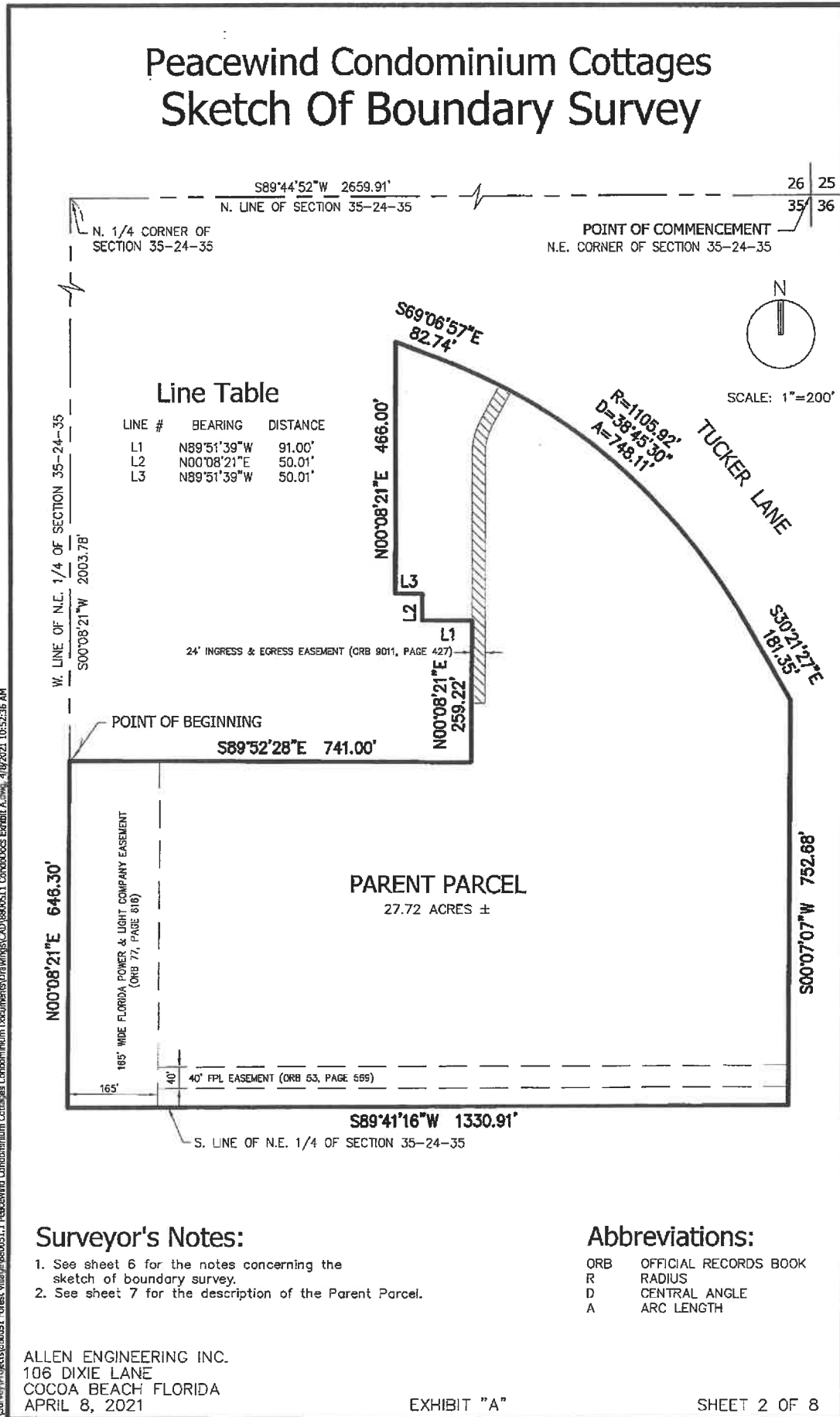
Abbreviations:

ORB	OFFICIAL RECORDS BOOK
R	RADIUS
D	CENTRAL ANGLE
A	ARC LENGTH

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106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

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Peacewind Condominium Cottages Sketch Of Boundary Survey



Line Table

LINE #	BEARING	DISTANCE
L1	N89°51'39\"W	91.00'
L2	N00°08'21\"E	50.01'
L3	N89°51'39\"W	50.01'

W. LINE OF N.E. 1/4 OF SECTION 35-24-35
S00°08'21\"W 2003.78'

N00°08'21\"E 646.30'

POINT OF BEGINNING
S89°52'28\"E 741.00'

PARENT PARCEL
27.72 ACRES ±

165' WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT
(ORB 77, PAGE 816)

40' FPL EASEMENT (ORB 63, PAGE 669)

S89°41'16\"W 1330.91'

S. LINE OF N.E. 1/4 OF SECTION 35-24-35

TUCKER LANE
R=1105.92'
D=38°45'30\"
A=748.11'

S30°21'27\"E
181.35'

S00°07'07\"W 752.68'

Surveyor's Notes:

1. See sheet 6 for the notes concerning the sketch of boundary survey.
2. See sheet 7 for the description of the Parent Parcel.

Abbreviations:

- ORB OFFICIAL RECORDS BOOK
- R RADIUS
- D CENTRAL ANGLE
- A ARC LENGTH

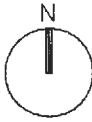
ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

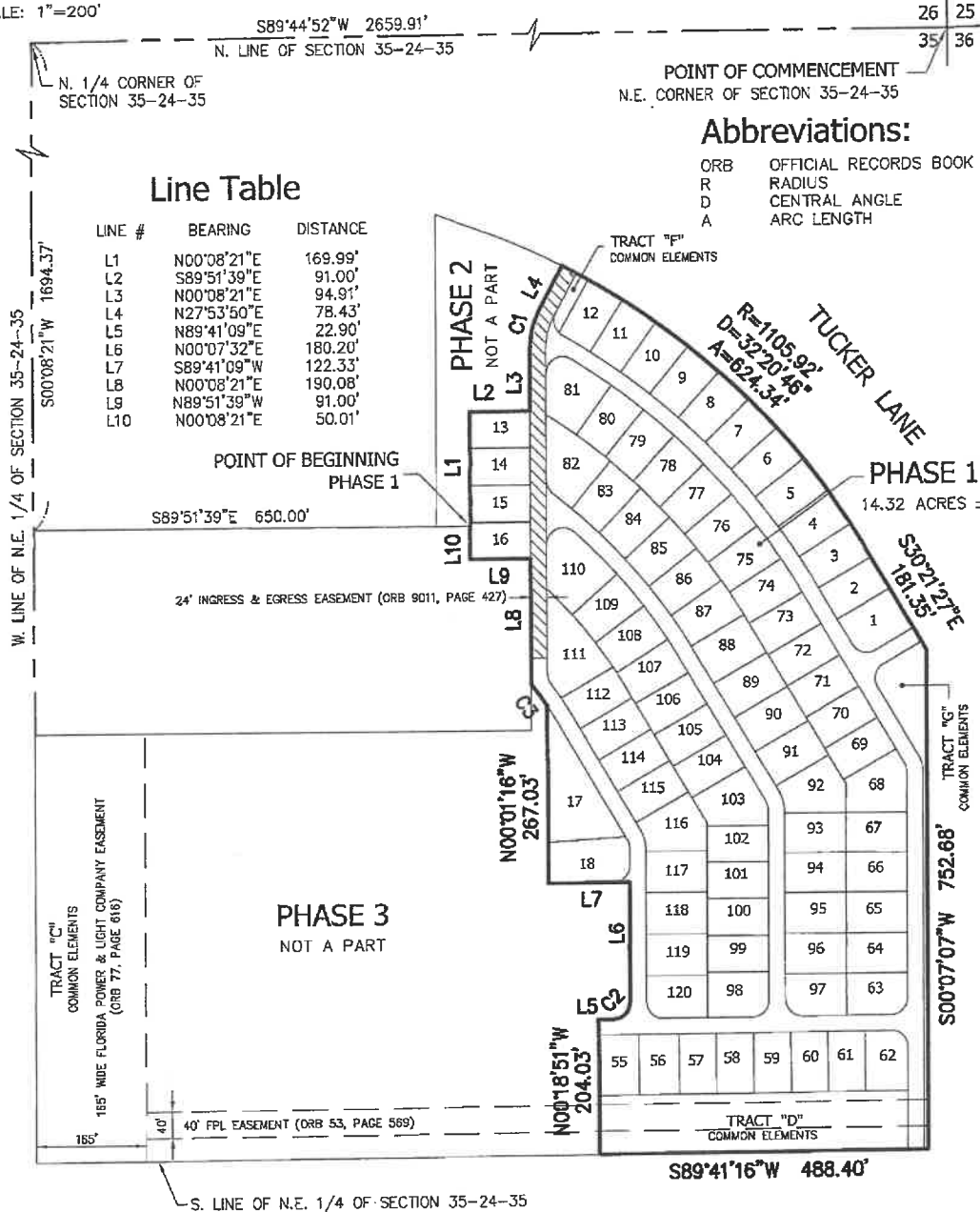
SHEET 2 OF 8

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Peacewind Condominium Cottages, Phase 1 Sketch Of Boundary Survey



SCALE: 1"=200'



Surveyor's Notes:

1. See sheet 6 for the notes concerning the sketch of boundary survey.
2. See sheet 8 for the description of Phase 1.

ALLEN ENGINEERING INC.
 106 DIXIE LANE
 COCOA BEACH FLORIDA
 APRIL 8, 2021

EXHIBIT "A"

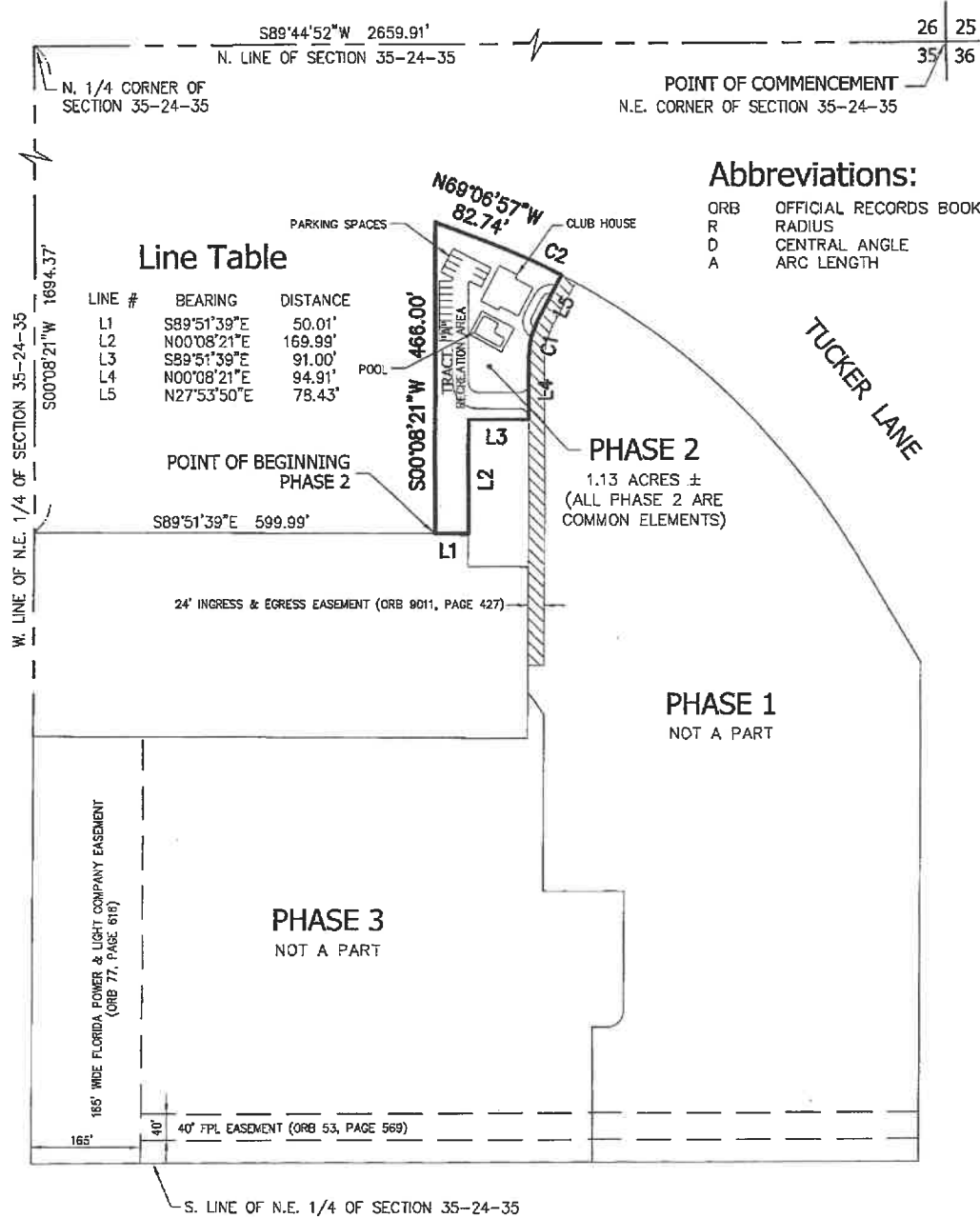
SHEET 3 OF 8

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Peacewind Condominium Cottages, Phase 2 Sketch Of Boundary Survey



SCALE: 1"=200'



Line Table

LINE #	BEARING	DISTANCE
L1	S89°51'39"E	50.01'
L2	N00°08'21"E	169.99'
L3	S89°51'39"E	91.00'
L4	N00°08'21"E	94.91'
L5	N27°53'50"E	78.43'

POINT OF BEGINNING PHASE 2

S89°51'39"E 599.99'

24' INGRESS & EGRESS EASEMENT (ORB 9011, PAGE 427)

185' WIDE FLORIDA POWER & LIGHT COMPANY EASEMENT (ORB 77, PAGE 618)

PHASE 3
NOT A PART

S. LINE OF N.E. 1/4 OF SECTION 35-24-35

PHASE 2
1.13 ACRES ±
(ALL PHASE 2 ARE COMMON ELEMENTS)

PHASE 1
NOT A PART

Curve Table

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	112.00'	27°45'29"	54.26'	53.73'	N14°01'06"E
C2	1105.92'	6°24'44"	123.77'	123.70'	N65°54'35"W

Surveyor's Notes:

- See sheet 6 for the notes concerning the sketch of boundary survey.
- See sheet 8 for the description of Phase 2.

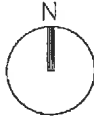
ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

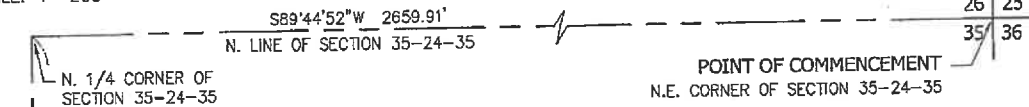
SHEET 4 OF 8

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Peacewind Condominium Cottages, Phase 3 Sketch Of Boundary Survey



SCALE: 1"=200'



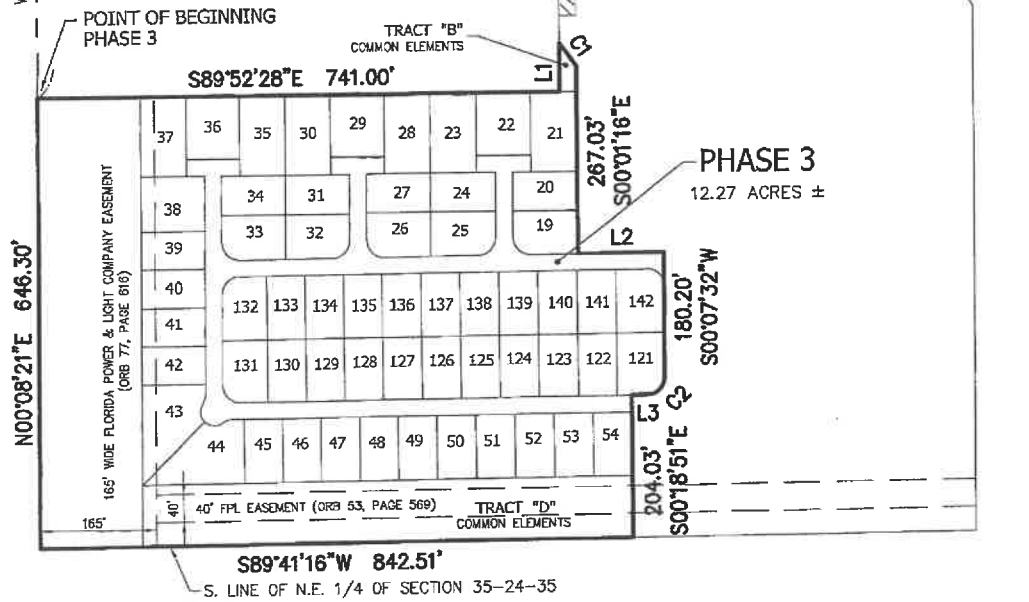
Abbreviations:

- ORB OFFICIAL RECORDS BOOK
- R RADIUS
- D CENTRAL ANGLE
- A ARC LENGTH

Line Table

LINE #	BEARING	DISTANCE
L1	N00°08'21"E	69.14'
L2	N89°41'09"E	122.33'
L3	S89°41'09"W	22.90'

W. LINE OF N.E. 1/4 OF SECTION 35-24-35
S00°08'21"W 2003.78'



Surveyor's Notes:

- See sheet 6 for the notes concerning the sketch of boundary survey.
- See sheet 8 for the description of Phase 3.

Curve Table

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	578.90'	4°06'26"	41.50'	41.49'	S35°58'55"E
C2	25.00'	89°33'37"	39.08'	35.22'	S44°54'21"W

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

SHEET 5 OF 8

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Peacewind Condominium Cottages

Surveyor's Notes Concerning Sketch Of Survey:

1. The bearings shown hereon are based on a bearing of S89°44'52"W along the N. Line of Section 35--24--35.
2. Unless otherwise noted, underground improvement (foundations, septic tanks, utilities etc.) were not located.

Surveyor's Notes Concerning The Graphic Plot Plan:


1. Peacewind Condominium Cottages, Phase 1, A Condominium, contains 84 units.
2. Peacewind Condominium Cottages, Phase 2, A Condominium, contains the Recreation Area.
3. Peacewind Condominium Cottages, Phase 3, A Condominium, contains 58 units.
4. The balance of improvements constructed by the developer consists of driveways, walkways, parking and open landscaped areas.
5. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the Declaration of Condominium.
6. There are no limited common elements.
7. All areas shown, other than the units, are common elements.
8. There are no parking areas in Phases 1 and 3. Parking areas for Phase 2 are shown.
9. The graphic plot plan was prepared under the direction of David J. Irwin, Professional Land Surveyor, No. 6672, State of Florida, from an Engineering Site and Striping Plan, prepared by Allen Engineering, Inc.

Surveyor's Certification:

I hereby certify to the best of my knowledge and belief the Sketch of Survey shown on Sheet 2 is an accurate representation of a survey made under my direction, in accordance with all applicable requirements of the "Standards of Practice" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN ENGINEERING, INC.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

BY: 
 DAVID J. IRWIN
 Professional Surveyor & Mapper
 Florida Registration No. 6672

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ALLEN ENGINEERING INC.
 106 DIXIE LANE
 COCOA BEACH FLORIDA
 APRIL 8, 2021

Peacewind Condominium Cottages

Description: Parent Parcel

A portion of that Parcel described in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida, lying in the Northeast one-quarter of Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of the Northeast one-quarter of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along the West line of the Northeast one-quarter of said Section 35, a distance of 2,003.78 feet, to the POINT OF BEGINNING of the herein described parcel; thence S89°52'28"E, a distance of 741.00 feet; thence N00°08'21"E, a distance of 259.22 feet; thence N89°51'39"W, a distance of 91.00 feet; thence N00°08'21"E, a distance of 50.01 feet; thence N89°51'39"W, a distance of 50.01 feet; thence N00°08'21"E, a distance of 466.00 feet, to the westerly right of way line of Tucker Lane; thence the following 3 courses along the westerly right of way line of Tucker Lane: (1) S69°06'57"E, a distance of 82.74 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 1,105.92 feet and a central angle of 38°45'30"; (2) Southeasterly, along the arc of said curve to the right, a distance of 748.11 feet, to a point of tangency; (3) S30°21'27"E, a distance of 181.35 feet, to the Southeast corner of that Parcel described in Official Records Book 7493, Page 1391; thence S00°07'07"W, along the East line of said parcel, a distance of 752.68 feet, to the Southeast corner of said parcel; thence S89°41'16"W, along the South line of said parcel, a distance of 1,330.91 feet, to the Southwest corner of said parcel; thence N00°08'21"E, along the West line of said parcel, a distance of 646.30 feet, to the POINT OF BEGINNING; Containing 27.72 acres, more or less.

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ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

SHEET 7 OF 8

Peacewind Condominium Cottages

Description:

Peacewind Condominium Cottages, Phase 1

A portion of that property described in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida said parcel lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along said West line of the Northeast one-quarter of said Section 35, a distance of 1,694.37 feet; thence S89°51'39"E, a distance of 550.00 feet, to the POINT OF BEGINNING of the herein described parcel; thence N00°08'21"E, a distance of 169.99 feet; thence S89°51'39"E, a distance of 91.00 feet to the West right of way line of Sandpiper Drive; thence N00°08'21"E, a distance of 94.91 feet, to the point of curvature of a curve, concave Easterly, having a radius of 112.00 feet and a central angle of 27°45'29"; thence Northerly, along the arc of said curve to the right, a distance of 54.26 feet (said arc subtended by a chord bearing N14°01'06"E, a distance of 53.73 feet), to a point of tangency; thence N27°53'50"E, a distance of 78.43 feet, to a point lying on the Westerly right of way line of Tucker Lane and a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1,105.92 feet and a central angle of 32°20'46"; thence the following 2 courses along said westerly right of way line: (1) Southeasterly, along the arc of said curve to the right, a distance of 624.34 feet (said arc subtended by a chord bearing S46°31'50"E, a distance of 616.09 feet), to a point of tangency; (2) S30°21'27"E, a distance of 181.35 feet, to the East line of said parcel described in Official Records Book 7493, Page 1391 of said public records; thence the following 2 courses along the East and South line of said parcel: (1) S00°07'07"W, a distance of 752.68 feet; (2) S89°41'16"W, a distance of 488.40 feet; thence N00°18'51"W, a distance of 204.03 feet; thence N89°41'09"E, a distance of 22.90 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 25.00 feet and a central angle of 89°33'37"; thence Northeasterly, along the arc of said curve to the left, a distance of 39.08 feet (said arc subtended by a chord bearing N44°54'21"E, a distance of 35.22 feet), to a point of intersection with a non-tangent line; thence N00°07'32"E, a distance of 180.20 feet; thence S89°41'09"W, a distance of 122.33 feet; thence N00°01'16"W, a distance of 267.03 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 578.90 feet and a central angle of 04°06'26"; thence Northwesterly, along the arc of said curve to the left, a distance of 41.50 feet (said arc subtended by a chord bearing N35°58'55"W, a distance of 41.49 feet), to a point of intersection with a non-tangent line; thence N00°08'21"E, a distance of 190.08 feet; thence N89°51'39"W, a distance of 91.00 feet; thence N00°08'21"E, a distance of 50.01 feet, to the POINT OF BEGINNING; Containing 14.32 acres, more or less.

Description:

Peacewind Condominium Cottages, Phase 2

A portion that property described in Warranty Deed recorded in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida lying in Section 35, Township 34 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along said West line, a distance of 1,694.37 feet; thence S89°51'39"E, a distance of 599.99 feet, to the POINT OF BEGINNING of the herein described parcel; thence continue S89°51'39"E, a distance of 50.01 feet; thence N00°08'21"E, a distance of 169.99 feet; thence S89°51'39"E, a distance of 91.00 feet to the West right of way line of Sandpiper Drive; thence N00°08'21"E, a distance of 94.91 feet, to the point of curvature of a curve, concave Easterly, having a radius of 112.00 feet and a central angle of 27°45'29"; thence Northerly, along the arc of said curve to the right, a distance of 54.26 feet (said arc subtended by a chord bearing N14°01'06"E, a distance of 53.73 feet), to a point of tangency; thence N27°53'50"E, a distance of 78.43 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1,105.92 feet and a central angle of 06°24'44"; thence Northwesterly, along the arc of said curve to the left, a distance of 123.77 feet (said arc subtended by a chord bearing N65°54'35"W, a distance of 123.70 feet), to a point of tangency; thence N69°06'57"W, a distance of 82.74 feet, to the West line of that property described in Warranty Deed recorded in Official Records Book 7493, Page 1391 of said public records; thence S00°08'21"W, a distance of 466.00 feet, to the POINT OF BEGINNING; Containing 1.13 acres, more or less.

Description:

Peacewind Condominium Cottages, Phase 3

A portion of that parcel described in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of the Northeast one-quarter of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along the West line of the Northeast one-quarter of said Section 35, a distance of 2,003.78 feet, to the POINT OF BEGINNING of the herein described parcel; thence S89°52'28"E, a distance of 741.00 feet; thence N00°08'21"E, a distance of 69.14 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 578.90 feet and a central angle of 04°06'26"; thence Southeasterly, along the arc of said curve to the right, a distance of 41.50 feet (said arc subtended by a chord bearing S35°58'55"E, a distance of 41.49 feet), to a point of intersection with a non-tangent line; thence S00°01'16"E, a distance of 267.03 feet; thence N89°41'09"E, a distance of 122.33 feet; thence S00°07'32"W, a distance of 180.20 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 25.00 feet and a central angle of 89°33'37"; thence Southwesterly, along the arc of said curve to the right, a distance of 39.08 feet, to a point of tangency; thence S89°41'09"W, a distance of 22.90 feet; thence S00°18'51"E, a distance of 204.03 feet, to the South line of said parcel described in Official Records Book 7493, Page 1391; thence S89°41'16"W, along said South line, a distance of 842.51 feet, to the Southwest corner of said parcel; thence N00°08'21"E, along the West line of the Northeast one-quarter of said Section 35, a distance of 646.30 feet, to the POINT OF BEGINNING; Containing 12.27 acres, more or less.


Surveyor's Certificate For Peacewind Condominium Cottages

STATE OF FLORIDA
COUNTY OF BREVARD

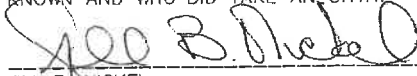
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED "DAVID J. IRWIN", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AN OATH AS FOLLOWS, TO-WIT:

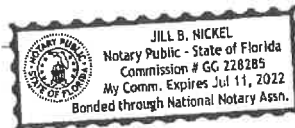
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" IS NOT SUBSTANTIALLY COMPLETE; HOWEVER, THESE DRAWINGS ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING PEACEWIND CONDOMINIUM COTTAGES 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 8th DAY OF APRIL 2021, A.D.

BY: 
DAVID J. IRWIN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6672
ALLEN ENGINEERING, INC

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 8th DAY OF APRIL, 2021 BY DAVID J. IRWIN, WHO IS PERSONALLY KNOWN AND WHO DID TAKE AN OATH

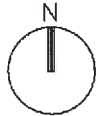

JILL B. NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 11, 2022
MY COMMISSION NO IS: GG 228285



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ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

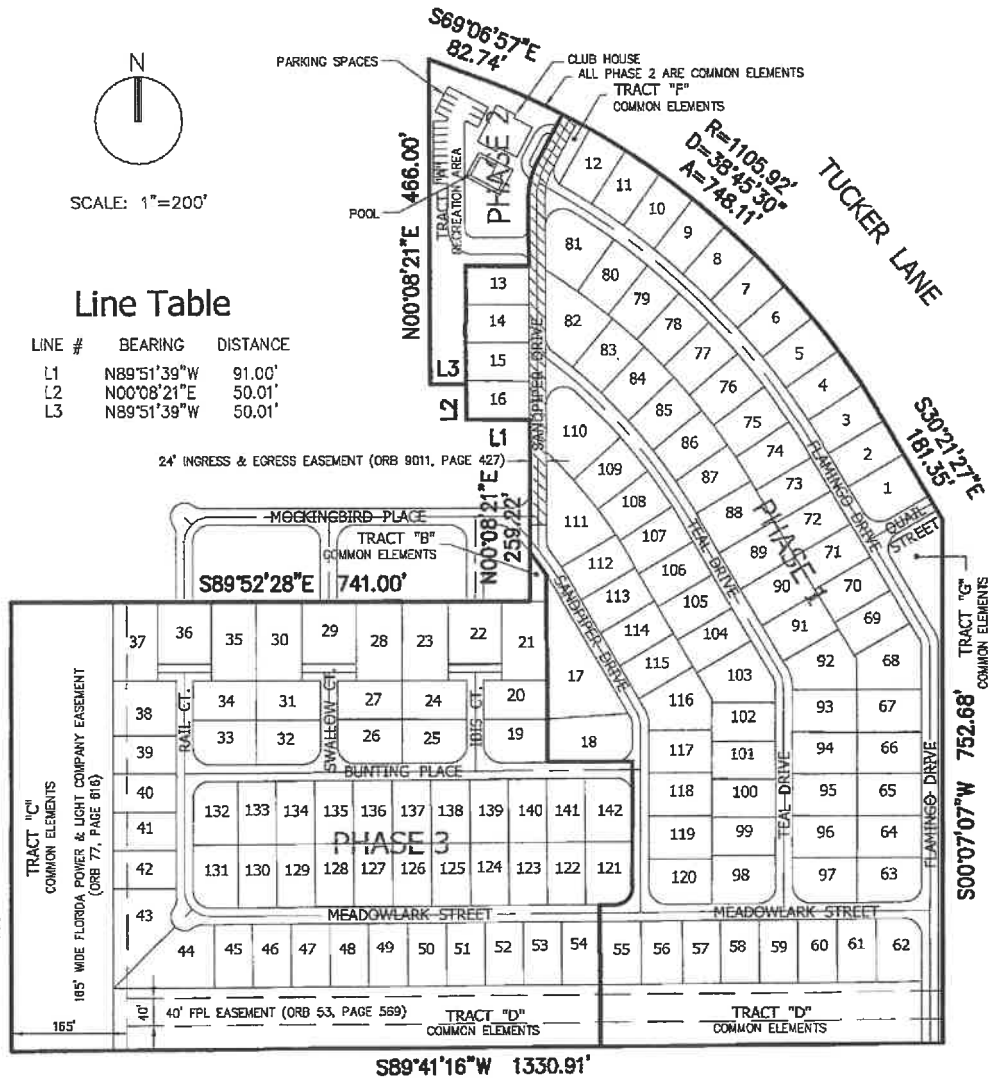
Peacewind Condominium Cottages Graphic Plot Plan



SCALE: 1"=200'

Line Table

LINE #	BEARING	DISTANCE
L1	N89°51'39"W	91.00'
L2	N00°08'21"E	50.01'
L3	N89°51'39"W	50.01'



Surveyor's Notes:

1. See sheet 6 for the notes concerning the graphic plot plan.
2. See sheets 2-5 for the sketch of surveys of the Parent Parcel, Phase 1, Phase 2 and Phase 3.
3. See sheets 7-8 for the descriptions of the Parent Parcel, Phase 1, Phase 2 and Phase 3.

Abbreviations:

ORB	OFFICIAL RECORDS BOOK
R	RADIUS
D	CENTRAL ANGLE
A	ARC LENGTH

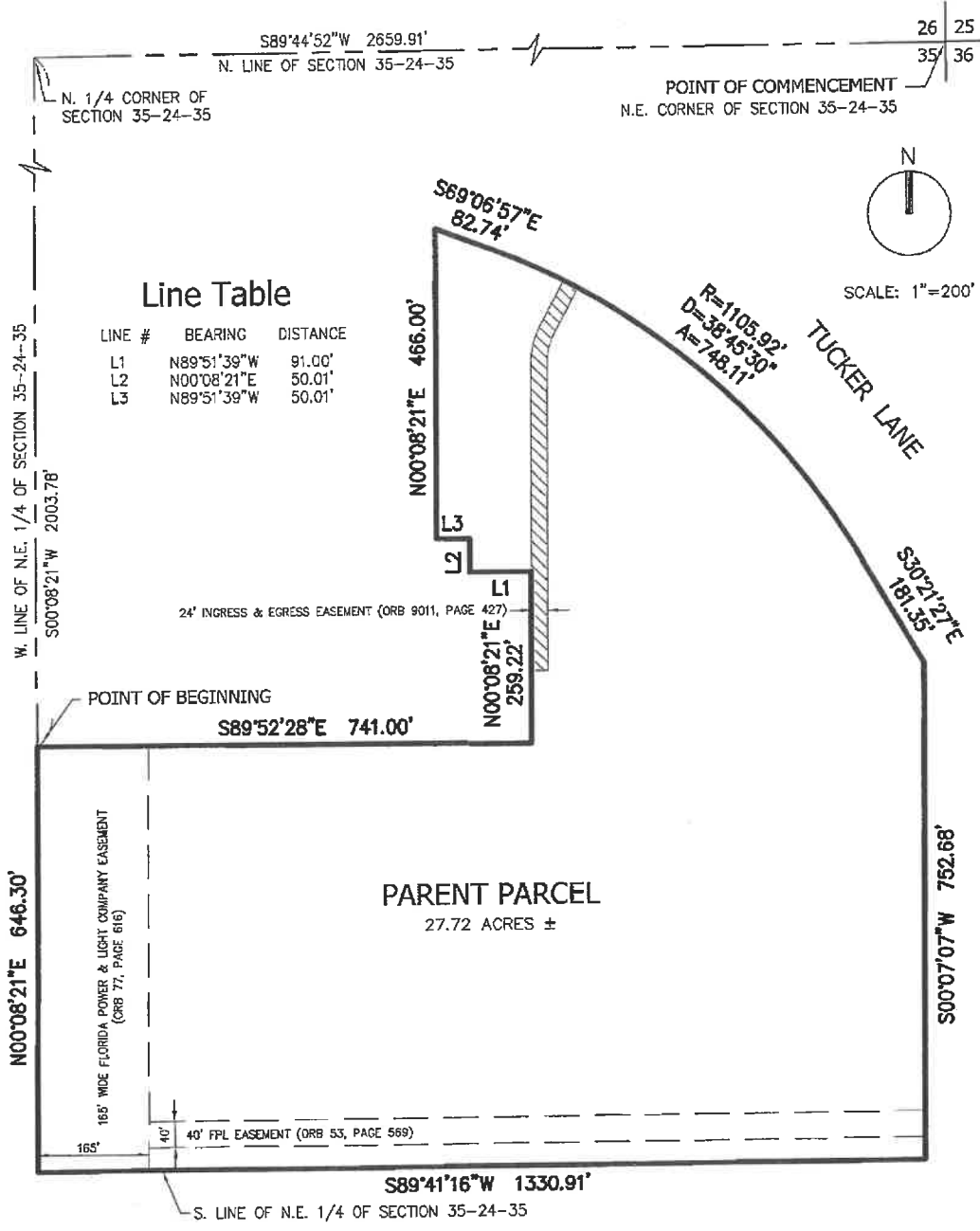
ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

SHEET 1 OF 8

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Peacewind Condominium Cottages Sketch Of Boundary Survey



Surveyor's Notes:

1. See sheet 6 for the notes concerning the sketch of boundary survey.
2. See sheet 7 for the description of the Parent Parcel.

Abbreviations:

- ORB OFFICIAL RECORDS BOOK
- R RADIUS
- D CENTRAL ANGLE
- A ARC LENGTH

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

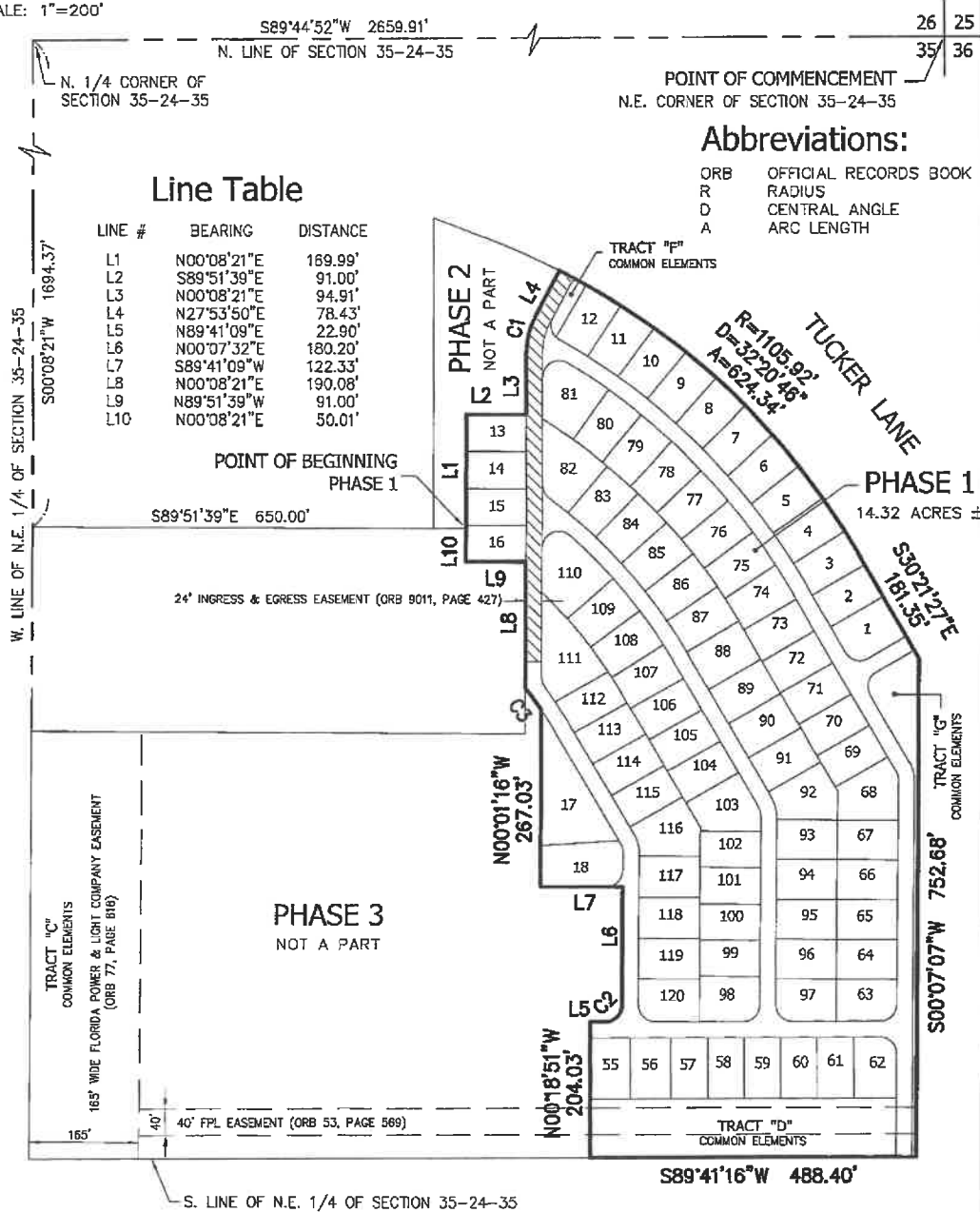
SHEET 2 OF 8

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Peacewind Condominium Cottages, Phase 1 Sketch Of Boundary Survey



SCALE: 1"=200'



Line Table

LINE #	BEARING	DISTANCE
L1	N00°08'21"E	169.99'
L2	S89°51'39"E	91.00'
L3	N00°08'21"E	94.91'
L4	N27°53'50"E	78.43'
L5	N89°41'09"E	22.90'
L6	N00°07'32"E	180.20'
L7	S89°41'09"W	122.33'
L8	N00°08'21"E	190.08'
L9	N89°51'39"W	91.00'
L10	N00°08'21"E	50.01'

Abbreviations:

ORB	OFFICIAL RECORDS BOOK
R	RADIUS
D	CENTRAL ANGLE
A	ARC LENGTH

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Surveyor's Notes:

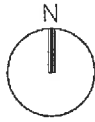
- See sheet 6 for the notes concerning the sketch of boundary survey.
- See sheet 8 for the description of Phase 1.

Curve Table

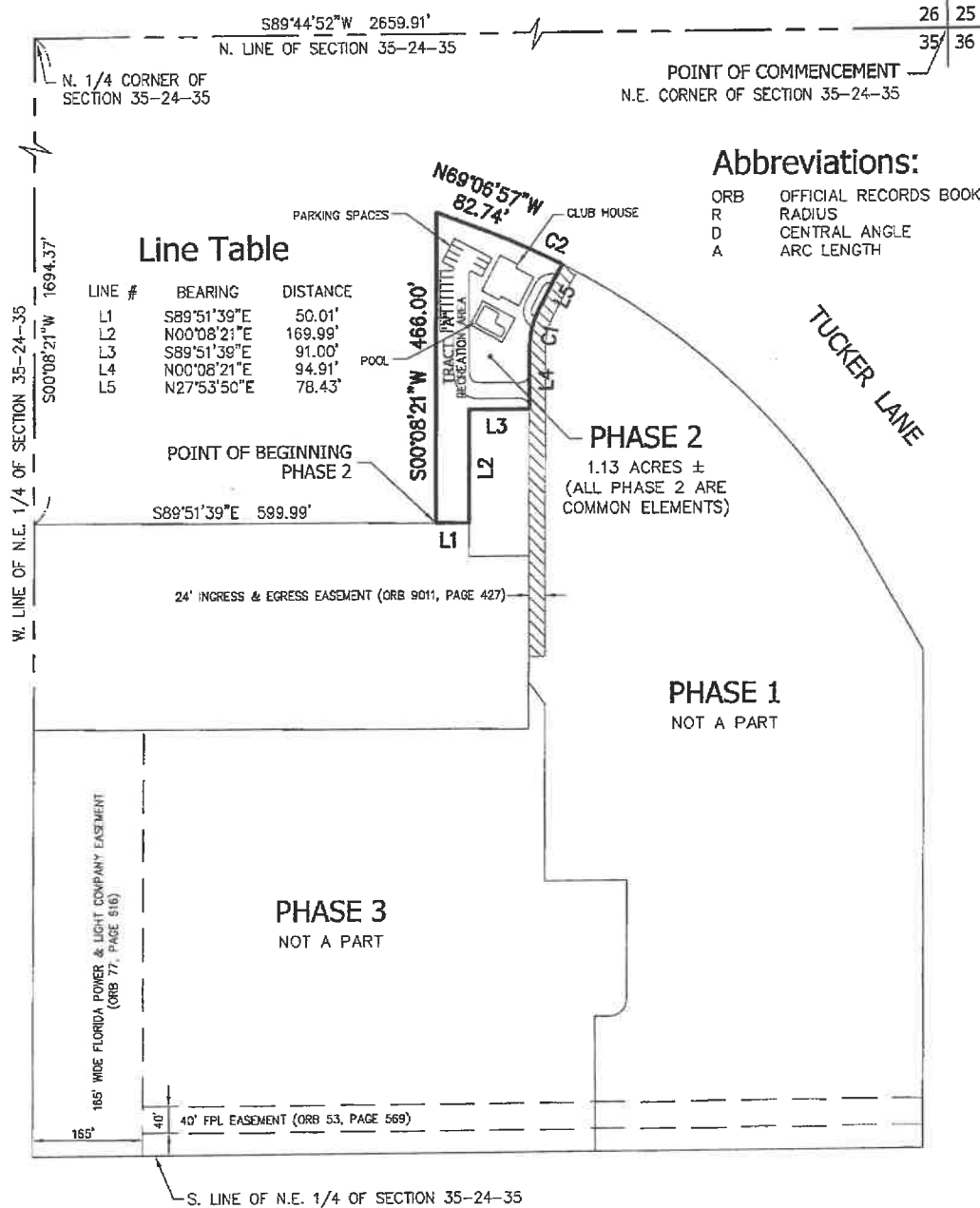
CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	112.00'	27°45'29"	54.26'	53.73'	N14°01'06"E
C2	25.00'	89°33'37"	39.08'	35.22'	N44°54'21"E
C3	578.90'	4°06'26"	41.50'	41.49'	N35°58'55"W

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

Peacewind Condominium Cottages, Phase 2 Sketch Of Boundary Survey



SCALE: 1"=200'



Surveyor's Notes:

- See sheet 6 for the notes concerning the sketch of boundary survey.
- See sheet 8 for the description of Phase 2.

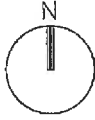
ALLEN ENGINEERING INC.
 106 DIXIE LANE
 COCOA BEACH FLORIDA
 APRIL 8, 2021

EXHIBIT "A"

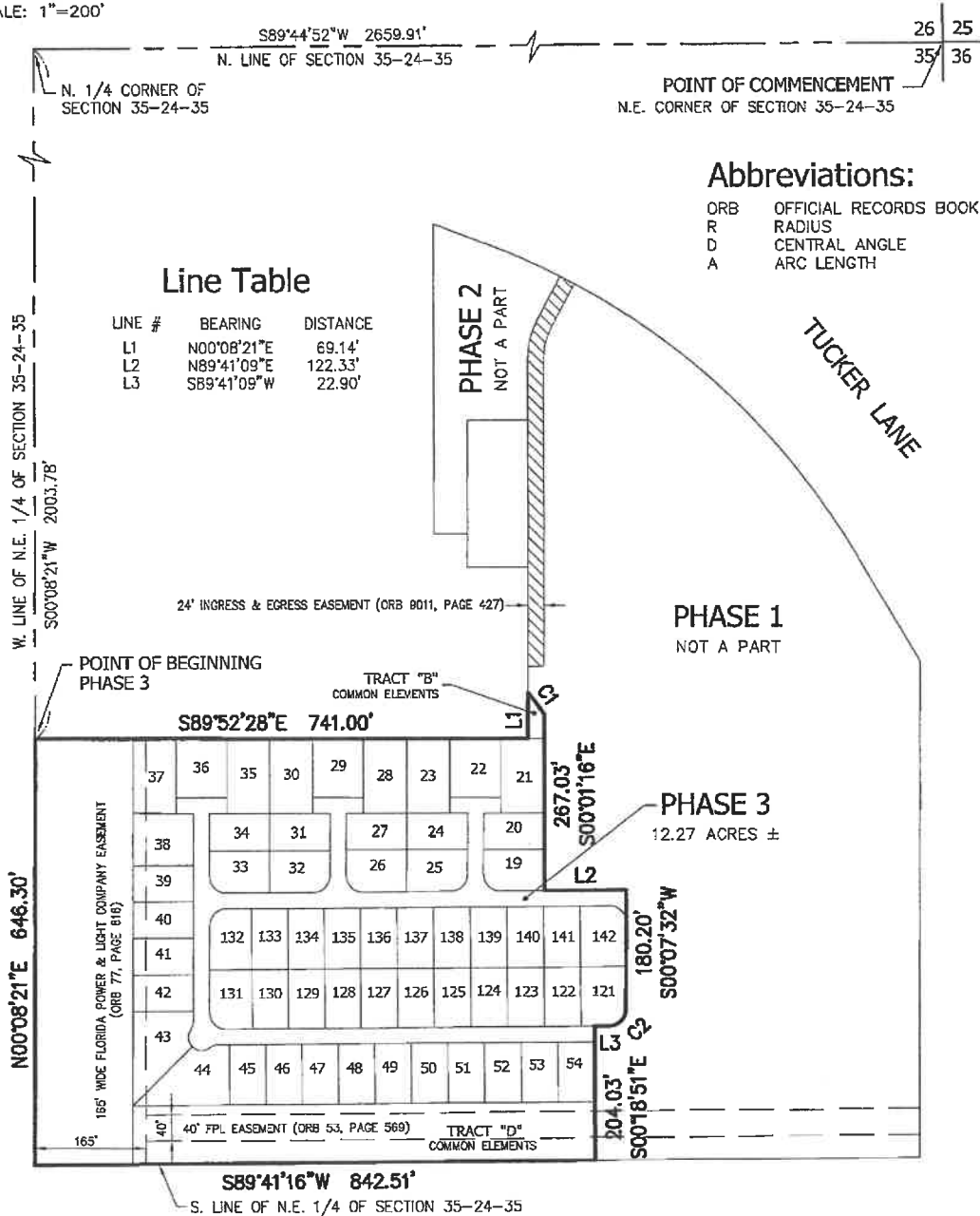
SHEET 4 OF 8

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Peacewind Condominium Cottages, Phase 3 Sketch Of Boundary Survey



SCALE: 1"=200'



Line Table

LINE #	BEARING	DISTANCE
L1	N00°08'21"E	69.14'
L2	N89°41'09"E	122.33'
L3	S89°41'09"W	22.90'

Abbreviations:

ORB	OFFICIAL RECORDS BOOK
R	RADIUS
D	CENTRAL ANGLE
A	ARC LENGTH

Surveyor's Notes:

- See sheet 6 for the notes concerning the sketch of boundary survey.
- See sheet 8 for the description of Phase 3.

Curve Table

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	578.90'	4°06'26"	41.50'	41.49'	S35°58'55"E
C2	25.00'	69°33'37"	39.08'	35.22'	S44°54'21"W

ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

SHEET 5 OF 8

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Peacewind Condominium Cottages

Surveyor's Notes Concerning Sketch Of Survey:

1. The bearings shown hereon are based on a bearing of S89°44'52"W along the N. Line of Section 35-24-35.
2. Unless otherwise noted, underground improvement (foundations, septic tanks, utilities etc.) were not located.

Surveyor's Notes Concerning The Graphic Plot Plan:


1. Peacewind Condominium Cottages, Phase 1, A Condominium, contains 84 units.
2. Peacewind Condominium Cottages, Phase 2, A Condominium, contains the Recreation Area.
3. Peacewind Condominium Cottages, Phase 3, A Condominium, contains 58 units.
4. The balance of improvements constructed by the developer consists of driveways, walkways, parking and open landscaped areas.
5. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the Declaration of Condominium.
6. There are no limited common elements.
7. All areas shown, other than the units, are common elements.
8. There are no parking areas in Phases 1 and 3. Parking areas for Phase 2 are shown.
9. The graphic plot plan was prepared under the direction of David J. Irwin, Professional Land Surveyor, No. 6672, State of Florida, from an Engineering Site and Striping Plan, prepared by Allen Engineering, Inc.

Surveyor's Certification:

I hereby certify to the best of my knowledge and belief the Sketch of Survey shown on Sheet 2 is an accurate representation of a survey made under my direction, in accordance with all applicable requirements of the "Standards of Practice" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN ENGINEERING, INC.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

BY: 
 DAVID J. IRWIN
 Professional Surveyor & Mapper
 Florida Registration No. 6672

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ALLEN ENGINEERING INC.
 106 DIXIE LANE
 COCOA BEACH FLORIDA
 APRIL 8, 2021

Peacewind Condominium Cottages

Description: Parent Parcel

A portion of that Parcel described in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida, lying in the Northeast one-quarter of Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of the Northeast one-quarter of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along the West line of the Northeast one-quarter of said Section 35, a distance of 2,003.78 feet, to the POINT OF BEGINNING of the herein described parcel; thence S89°52'28"E, a distance of 741.00 feet; thence N00°08'21"E, a distance of 259.22 feet; thence N89°51'39"W, a distance of 91.00 feet; thence N00°08'21"E, a distance of 50.01 feet; thence N89°51'39"W, a distance of 50.01 feet; thence N00°08'21"E, a distance of 466.00 feet, to the westerly right of way line of Tucker Lane; thence the following 3 courses along the westerly right of way line of Tucker Lane: (1) S69°06'57"E, a distance of 82.74 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 1,105.92 feet and a central angle of 38°45'30"; (2) Southeasterly, along the arc of said curve to the right, a distance of 748.11 feet, to a point of tangency; (3) S30°21'27"E, a distance of 181.35 feet, to the Southeast corner of that Parcel described in Official Records Book 7493, Page 1391; thence S00°07'07"W, along the East line of said parcel, a distance of 752.68 feet, to the Southeast corner of said parcel; thence S89°41'16"W, along the South line of said parcel, a distance of 1,330.91 feet, to the Southwest corner of said parcel; thence N00°08'21"E, along the West line of said parcel, a distance of 646.30 feet, to the POINT OF BEGINNING; Containing 27.72 acres, more or less.

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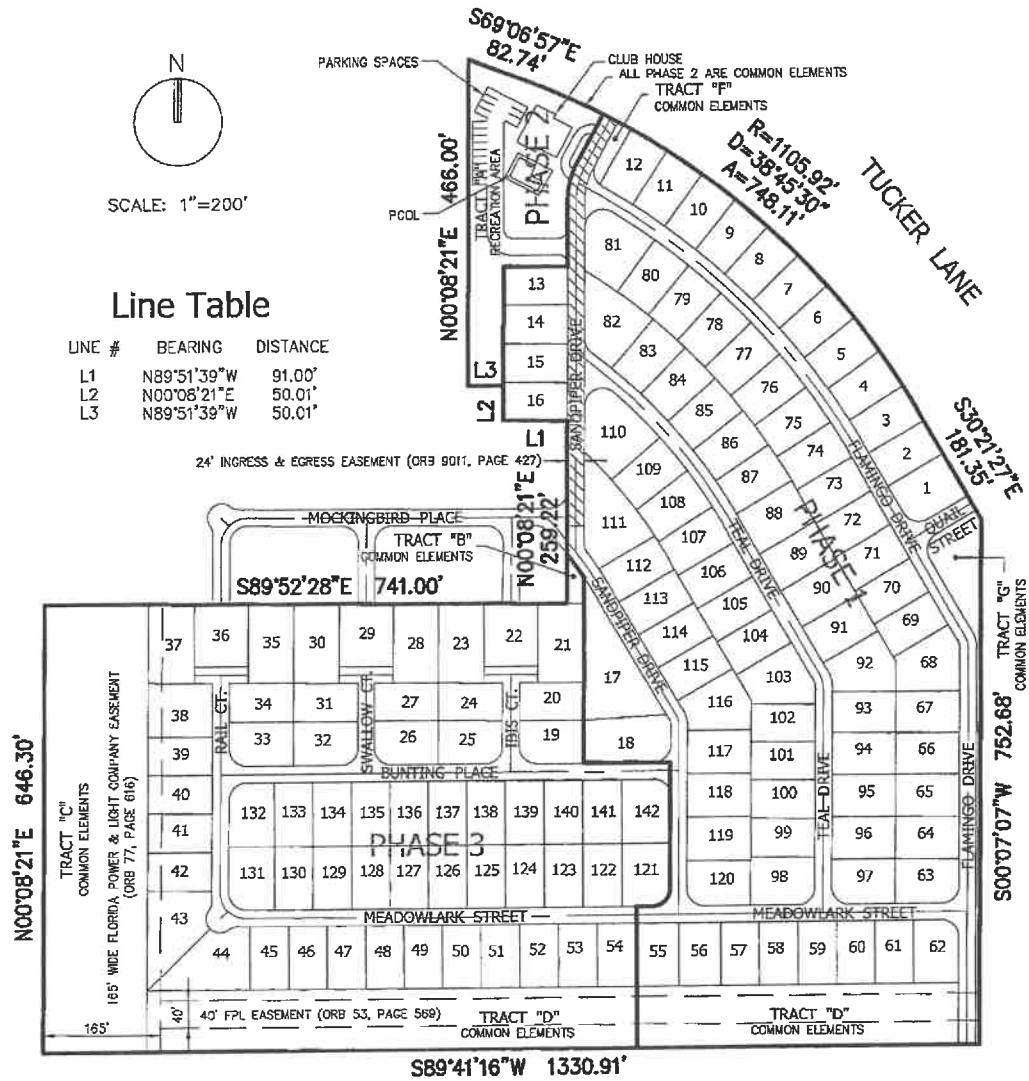
Peacewind Condominium Cottages Graphic Plot Plan



SCALE: 1"=200'

Line Table

LINE #	BEARING	DISTANCE
L1	N89°51'39"W	91.00'
L2	N00°08'21"E	50.01'
L3	N89°51'39"W	50.01'



Surveyor's Notes:

- See sheet 6 for the notes concerning the graphic plot plan.
- See sheets 2-5 for the sketch of surveys of the Parent Parcel, Phase 1, Phase 2 and Phase 3.
- See sheets 7-8 for the descriptions of the Parent Parcel, Phase 1, Phase 2 and Phase 3.

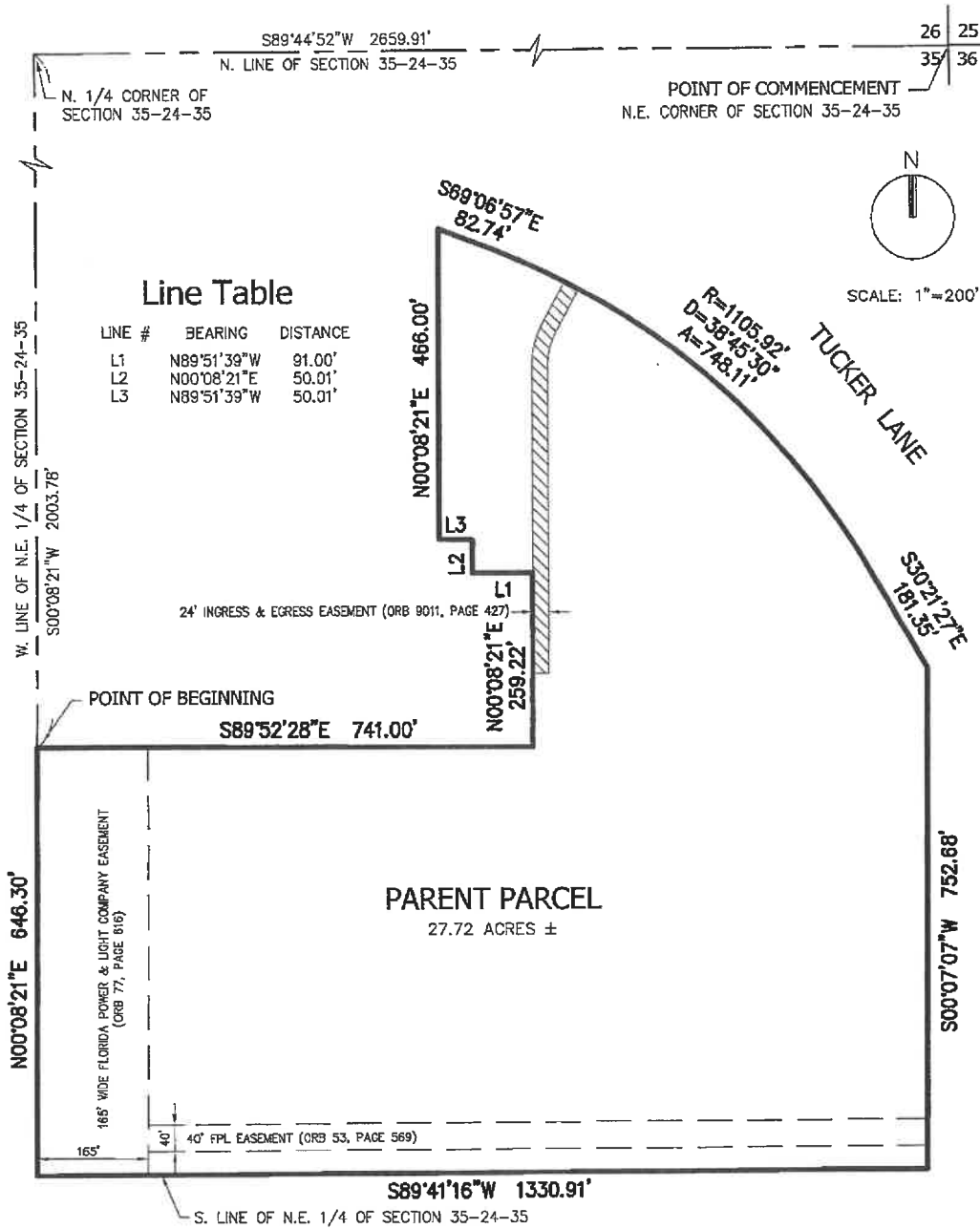
Abbreviations:

ORB	OFFICIAL RECORDS BOOK
R	RADIUS
D	CENTRAL ANGLE
A	ARC LENGTH

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COCOA BEACH FLORIDA
APRIL 8, 2021

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Peacewind Condominium Cottages Sketch Of Boundary Survey



Surveyor's Notes:

1. See sheet 6 for the notes concerning the sketch of boundary survey.
2. See sheet 7 for the description of the Parent Parcel.

Abbreviations:

- ORB OFFICIAL RECORDS BOOK
 R RADIUS
 D CENTRAL ANGLE
 A ARC LENGTH

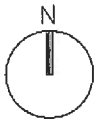
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 106 DIXIE LANE
 COCOA BEACH FLORIDA
 APRIL 8, 2021

EXHIBIT "A"

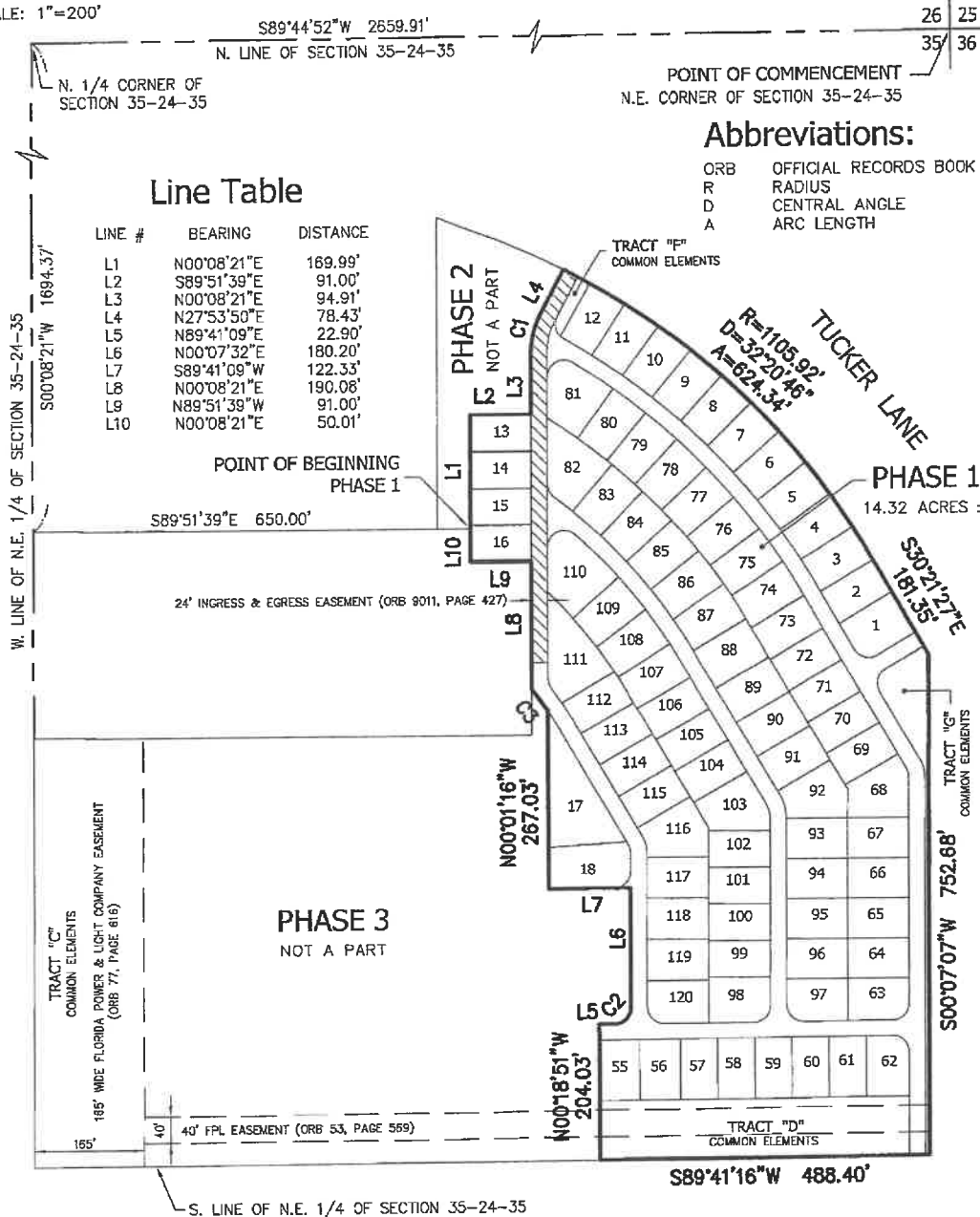
SHEET 2 OF 8

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Peacewind Condominium Cottages, Phase 1 Sketch Of Boundary Survey



SCALE: 1"=200'



Surveyor's Notes:

- See sheet 6 for the notes concerning the sketch of boundary survey.
- See sheet 8 for the description of Phase 1.

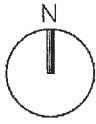
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 APRIL 8, 2021

EXHIBIT "A"

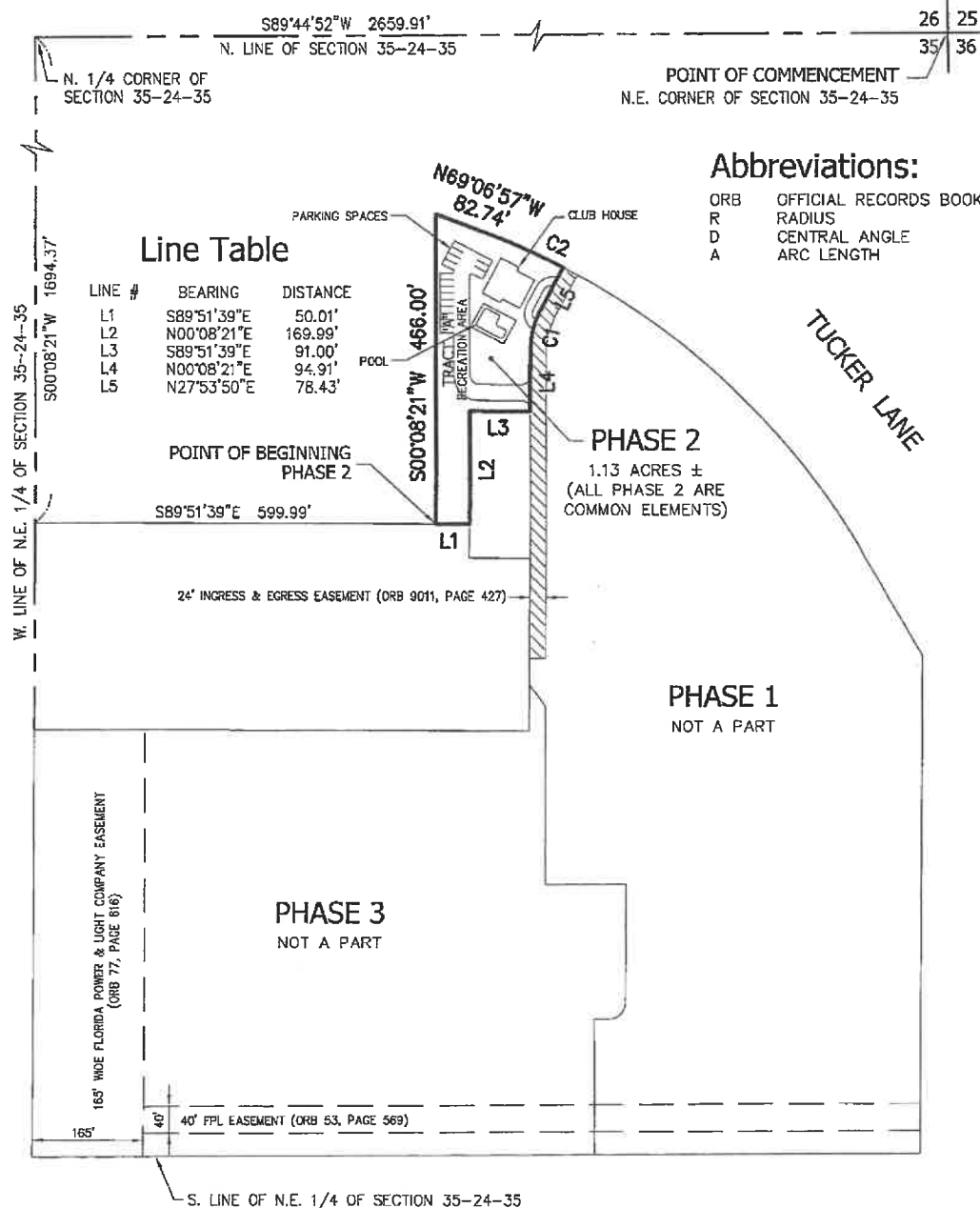
SHEET 3 OF 8

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Peacewind Condominium Cottages, Phase 2 Sketch Of Boundary Survey



SCALE: 1"=200'



Surveyor's Notes:

1. See sheet 6 for the notes concerning the sketch of boundary survey.
2. See sheet 8 for the description of Phase 2.

Curve Table

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	112.00'	27°45'29"	54.26'	53.73'	N14°01'06"E
C2	1105.92'	6°24'44"	123.77'	123.70'	N65°54'35"W

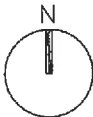
ALLEN ENGINEERING INC.
106 DIXIE LANE
COCOA BEACH FLORIDA
APRIL 8, 2021

EXHIBIT "A"

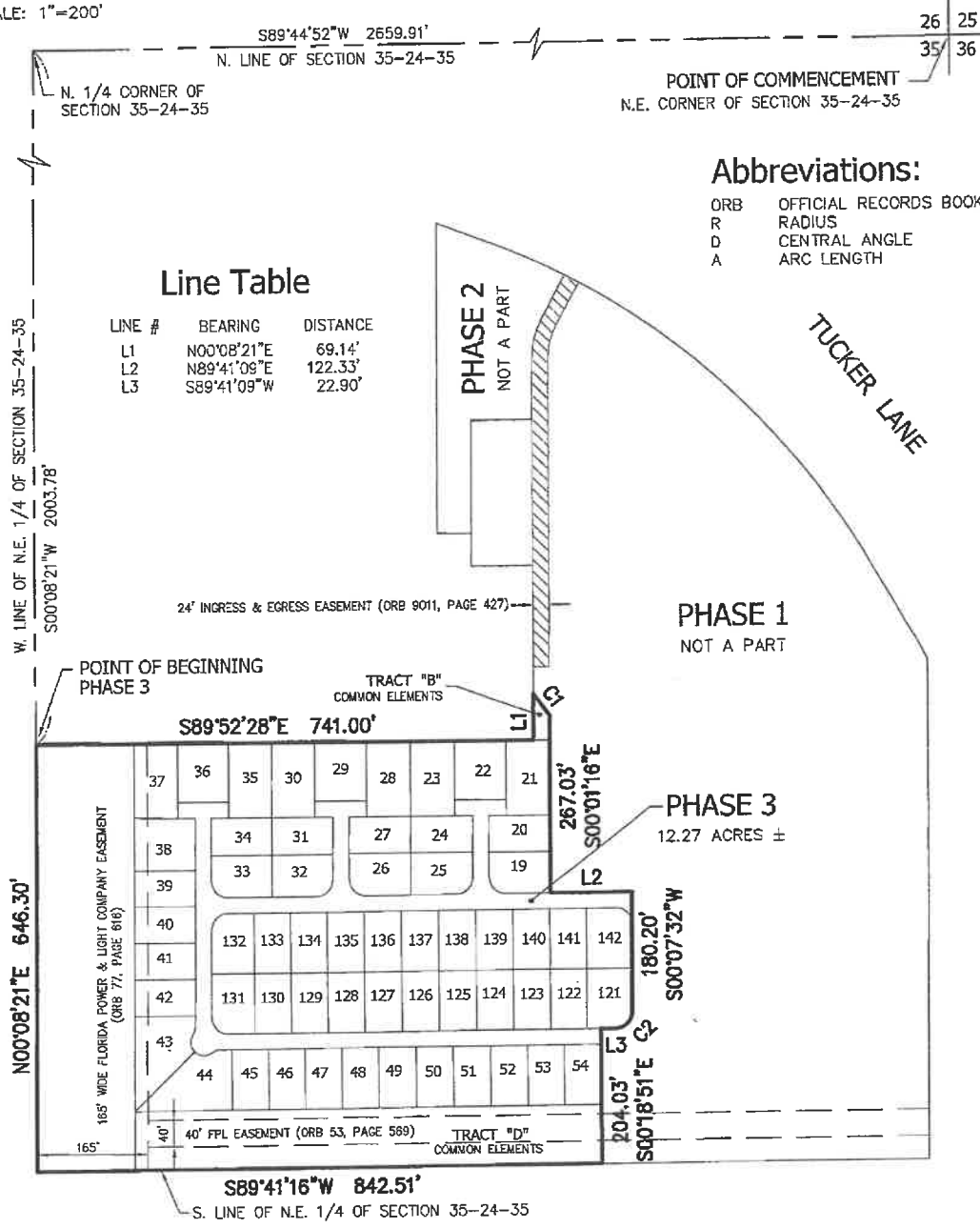
SHEET 4 OF 8

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Peacewind Condominium Cottages, Phase 3 Sketch Of Boundary Survey



SCALE: 1"=200'



Surveyor's Notes:

1. See sheet 6 for the notes concerning the sketch of boundary survey.
2. See sheet 8 for the description of Phase 3.

Curve Table

CURVE #	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	578.90'	4°06'26"	41.50'	41.49'	S35°58'55"E
C2	25.00'	89°33'37"	39.08'	35.22'	S44°54'21"W

ALLEN ENGINEERING INC.
 106 DIXIE LANE
 COCOA BEACH FLORIDA
 APRIL 8, 2021

EXHIBIT "A"

SHEET 5 OF 8

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Peacewind Condominium Cottages

Surveyor's Notes Concerning Sketch Of Survey:

1. The bearings shown hereon are based on a bearing of S89°44'52"W along the N. Line of Section 35-24-35.
2. Unless otherwise noted, underground improvement (foundations, septic tanks, utilities etc.) were not located.

Surveyor's Notes Concerning The Graphic Plot Plan:


1. Peacewind Condominium Cottages, Phase 1, A Condominium, contains 84 units.
2. Peacewind Condominium Cottages, Phase 2, A Condominium, contains the Recreation Area.
3. Peacewind Condominium Cottages, Phase 3, A Condominium, contains 58 units.
4. The balance of improvements constructed by the developer consists of driveways, walkways, parking and open landscaped areas.
5. All areas and improvements exclusive of the units are common elements of the condominium, as set forth in the Declaration of Condominium.
6. There are no limited common elements.
7. All areas shown, other than the units, are common elements.
8. There are no parking areas in Phases 1 and 3. Parking areas for Phase 2 are shown.
9. The graphic plot plan was prepared under the direction of David J. Irwin, Professional Land Surveyor, No. 6672, State of Florida, from an Engineering Site and Striping Plan, prepared by Allen Engineering, Inc.

Surveyor's Certification:

I hereby certify to the best of my knowledge and belief the Sketch of Survey shown on Sheet 2 is an accurate representation of a survey made under my direction, in accordance with all applicable requirements of the "Standards of Practice" as described in Chapter 5J-17 Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

ALLEN ENGINEERING, INC.

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

BY: 
 DAVID J. IRWIN
 Professional Surveyor & Mapper
 Florida Registration No. 6672

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ALLEN ENGINEERING INC.
 106 DIXIE LANE
 COCOA BEACH FLORIDA
 APRIL 8, 2021

Peacewind Condominium Cottages

Description: Parent Parcel

A portion of that Parcel described in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida, lying in the Northeast one-quarter of Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of the Northeast one-quarter of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along the West line of the Northeast one-quarter of said Section 35, a distance of 2,003.78 feet, to the POINT OF BEGINNING of the herein described parcel; thence S89°52'28"E, a distance of 741.00 feet; thence N00°08'21"E, a distance of 259.22 feet; thence N89°51'39"W, a distance of 91.00 feet; thence N00°08'21"E, a distance of 50.01 feet; thence N89°51'39"W, a distance of 50.01 feet; thence N00°08'21"E, a distance of 466.00 feet, to the westerly right of way line of Tucker Lane; thence the following 3 courses along the westerly right of way line of Tucker Lane: (1) S69°06'57"E, a distance of 82.74 feet, to the point of curvature of a curve, concave Southwesterly, having a radius of 1,105.92 feet and a central angle of 38°45'30"; (2) Southeasterly, along the arc of said curve to the right, a distance of 748.11 feet, to a point of tangency; (3) S30°21'27"E, a distance of 181.35 feet, to the Southeast corner of that Parcel described in Official Records Book 7493, Page 1391; thence S00°07'07"W, along the East line of said parcel, a distance of 752.68 feet, to the Southeast corner of said parcel; thence S89°41'16"W, along the South line of said parcel, a distance of 1,330.91 feet, to the Southwest corner of said parcel; thence N00°08'21"E, along the West line of said parcel, a distance of 646.30 feet, to the POINT OF BEGINNING; Containing 27.72 acres, more or less.

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COCOA BEACH FLORIDA.
APRIL 8, 2021

EXHIBIT "A"

SHEET 7 OF 8

Peacewind Condominium Cottages

Description:

Peacewind Condominium Cottages, Phase 1

A portion of that property described in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida said parcel lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along said West line of the Northeast one-quarter of said Section 35, a distance of 1,694.37 feet; thence S89°51'39"E, a distance of 169.99 feet; thence S89°51'39"E, a distance of 91.00 feet to the West right of way line of Sandpiper Drive; thence N00°08'21"E, a distance of 94.91 feet, to the point of curvature of a curve, concave Easterly, having a radius of 112.00 feet and a central angle of 27°45'29"; thence Northerly, along the arc of said curve to the right, a distance of 54.26 feet (said arc subtended by a chord bearing N14°01'06"E, a distance of 53.73 feet), to a point of tangency; thence N27°53'50"E, a distance of 78.43 feet, to a point lying on the Westerly right of way line of Tucker Lane and a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1,105.92 feet and a central angle of 32°20'46"; thence the following 2 courses along said westerly right of way line: (1) Southeasterly, along the arc of said curve to the right, a distance of 624.34 feet (said arc subtended by a chord bearing S46°31'50"E, a distance of 616.09 feet), to a point of tangency; (2) S30°21'27"E, a distance of 181.35 feet, to the East line of said parcel described in Official Records Book 7493, Page 1391 of said public records; thence the following 2 courses along the East and South line of said parcel: (1) S00°07'07"W, a distance of 752.68 feet; (2) S89°41'16"W, a distance of 488.40 feet; thence N00°18'51"W, a distance of 204.03 feet; thence N89°41'09"E, a distance of 22.90 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 25.00 feet and a central angle of 89°33'37"; thence Northeasterly, along the arc of said curve to the left, a distance of 39.08 feet (said arc subtended by a chord bearing N44°54'21"E, a distance of 35.22 feet), to a point of intersection with a non-tangent line; thence N00°07'32"E, a distance of 180.20 feet; thence S89°41'09"W, a distance of 122.33 feet; thence N00°01'16"W, a distance of 267.03 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 578.90 feet and a central angle of 04°06'26"; thence Northwesterly, along the arc of said curve to the left, a distance of 41.50 feet (said arc subtended by a chord bearing N35°58'55"W, a distance of 41.49 feet), to a point of intersection with a non-tangent line; thence N00°08'21"E, a distance of 190.08 feet; thence N89°51'39"W, a distance of 91.00 feet; thence N00°08'21"E, a distance of 50.01 feet, to the POINT OF BEGINNING; Containing 14.32 acres, more or less.

Description:

Peacewind Condominium Cottages, Phase 2

A portion that property described in Warranty Deed recorded in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida lying in Section 35, Township 34 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along said West line, a distance of 1,694.37 feet; thence S89°51'39"E, a distance of 599.99 feet, to the POINT OF BEGINNING of the herein described parcel; thence continue S89°51'39"E, a distance of 50.01 feet; thence N00°08'21"E, a distance of 169.99 feet; thence S89°51'39"E, a distance of 91.00 feet to the West right of way line of Sandpiper Drive; thence N00°08'21"E, a distance of 94.91 feet, to the point of curvature of a curve, concave Easterly, having a radius of 112.00 feet and a central angle of 27°45'29"; thence Northerly, along the arc of said curve to the right, a distance of 54.26 feet (said arc subtended by a chord bearing N14°01'06"E, a distance of 53.73 feet), to a point of tangency; thence N27°53'50"E, a distance of 78.43 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 1,105.92 feet and a central angle of 06°24'44"; thence Northwesterly, along the arc of said curve to the left, a distance of 123.77 feet (said arc subtended by a chord bearing N65°54'35"W, a distance of 123.70 feet), to a point of tangency; thence N69°06'57"W, a distance of 82.74 feet, to the West line of that property described in Warranty Deed recorded in Official Records Book 7493, Page 1391 of said public records; thence S00°08'21"W, a distance of 466.00 feet, to the POINT OF BEGINNING; Containing 1.13 acres, more or less.

Description:

Peacewind Condominium Cottages, Phase 3

A portion of that parcel described in Official Records Book 7493, Page 1391 of the Public Records of Brevard County, Florida lying in Section 35, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 35; thence S89°44'52"W, along the North line of the Northeast one-quarter of said Section 35, a distance of 2,659.91 feet, to the West line of the Northeast one-quarter of said Section 35; thence S00°08'21"W, along the West line of the Northeast one-quarter of said Section 35, a distance of 2,003.78 feet, to the POINT OF BEGINNING of the herein described parcel; thence S89°52'28"E, a distance of 741.00 feet; thence N00°08'21"E, a distance of 69.14 feet, to a point of intersection with a non-tangent curve, concave Southwesterly, having a radius of 578.90 feet and a central angle of 04°06'26"; thence Southeasterly, along the arc of said curve to the right, a distance of 41.50 feet (said arc subtended by a chord bearing S35°58'55"E, a distance of 41.49 feet), to a point of intersection with a non-tangent line; thence S00°01'16"E, a distance of 267.03 feet; thence N89°41'09"E, a distance of 122.33 feet; thence S00°07'32"W, a distance of 180.20 feet, to the point of curvature of a curve, concave Northwesterly, having a radius of 25.00 feet and a central angle of 89°33'37"; thence Southwesterly, along the arc of said curve to the right, a distance of 39.08 feet, to a point of tangency; thence S89°41'09"W, a distance of 22.90 feet; thence S00°18'51"E, a distance of 204.03 feet, to the South line of said parcel described in Official Records Book 7493, Page 1391; thence S89°41'16"W, along said South line, a distance of 842.51 feet, to the Southwest corner of said parcel; thence N00°08'21"E, along the West line of the Northeast one-quarter of said Section 35, a distance of 646.30 feet, to the POINT OF BEGINNING; Containing 12.27 acres, more or less.


Surveyor's Certificate For Peacewind Condominium Cottages

STATE OF FLORIDA
COUNTY OF BREVARD

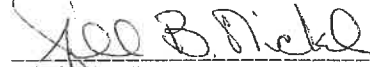
BEFORE ME, THE UNDERSIGNED AUTHORITY DULY AUTHORIZED TO ADMINISTER OATHS AND TAKE ACKNOWLEDGMENTS, PERSONALLY APPEARED "DAVID J. IRWIN", BY ME WELL KNOWN, AND KNOWN TO ME TO BE THE PERSON HEREINAFTER DESCRIBED, WHO AFTER BEING BY ME FIRST DULY CAUTIONED AND SWORN, DEPOSES AND SAYS AN OATH AS FOLLOWS, TO-WIT:

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE 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 PEACEWIND CONDOMINIUM COTTAGES 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 8th DAY OF APRIL 2021, A.D.

BY: 
DAVID J. IRWIN
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6672
ALLEN ENGINEERING, INC.

THIS FOREGOING INSTRUMENT WAS ACKNOWLEDGED
BEFORE ME THIS 8th DAY OF APRIL, 2021
BY DAVID J. IRWIN, WHO IS PERSONALLY
KNOWN AND WHO DID TAKE AN OATH.


JILL B. NICKEL
NOTARY PUBLIC-STATE OF FLORIDA
MY COMMISSION EXPIRES: JULY 11, 2022
MY COMMISSION NO IS: GG 228285



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