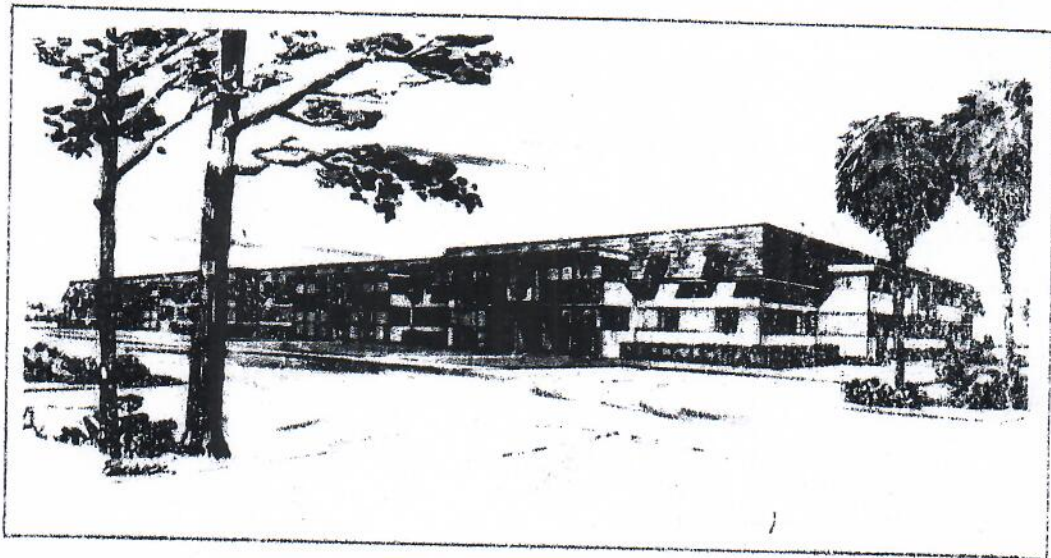


# DOCUMENT RESUME & EXHIBITS



On the Beach at  
MELBOURNE, FLORIDA

A-1-A one half mile south of EAU GALLIE CAUSEWAY

REG 1426 PAGE 89

TABLE OF CONTENTS

Introduction

Declaration of Condominium

- Attachment A - Legal Description
- Attachment B - Survey and Plot Plan, Diagrams
- Attachment C - Articles of Incorporation
- Attachment D - Operational Management Agreement
- Attachment E - Long Term Land Lease
  - Exhibit A - Lease Land Legal Description
  - Exhibit B - Schedule of Improvements
  - Exhibit C - Option to Purchase
- Attachment F - By Laws

Engineers Certification



INTRODUCTION

THE CONDOMINIUM

Palm Colony Club is located in an unincorporated area in South Brevard County near Melbourne, Florida. It is ideally situated just across highway A1A from the rolling surf and golden sands of the Atlantic Ocean, and it is only minutes away from shopping centers, restaurants, and sports facilities.

Palm Colony Club offers a heated swimming pool with sundeck, tennis courts, shuffleboard, gas fired barbeque pits and a recreation building with TV lounge, card room, billiard room, exercise room, and sauna baths.

The Condominium apartments at Palm Colony Club will be a combination of sixteen 2 story, 8 apartment buildings, and five 2 story, 24 apartment buildings. Palm Colony Club has been designed for low density living with emphasis on relaxation.

THE DEVELOPERS

The experience of the Developers of Palm Colony Club is your assurance of integrity and service. The Developers of Palm Colony Club are: Kenneth E. Alles and Jack E. Burklew. In the past, these Developers have been instrumental in the construction of many fine homes and apartments.

Palm Colony Club is being constructed by Robert L. Cochran Co., regarded as one of Central Florida's finest construction firms.

THE CONDOMINIUM CONCEPT

The condominium, an ancient concept, now adopted and applied in Florida, is the answer in apartment living to many. In 1963, the Florida Legislature passed a law known as The Condominium Act which statutorily recognized individual outright ownership of one unit in a multi-unit building. A condominium, in its simplest form, can be illustrated by this example: If 100 people, each owning an individual house, and altogether owning one piece of land stacked them together in an orderly pile and thereafter recorded in the public records a "plat" or "survey" or other similar document showing the location of each individually owned house

with reference to the others, and setting forth common rules and regulations governing the relationship of each owner to the others (the "Declaration"), this stacked pile of houses would be truly a condominium. Each house would be individually owned and all parties would have an interest in the common areas (i.e., the common elements). Projecting this thought further, it is easy to see that in a condominium, the land upon which this building is placed and those parts of the building which are used in common with others, such as hallways, elevators, the roof, the basement and like areas, are subject to ownership in common. Those parts of the building which are used independently and separately from all other condominium unit owners, i.e., each owner's residential apartment unit, remain private property and all others are excluded from rights therein.

Before transferring title from the Developer to the Purchasers, a Declaration of Condominium will be filed of public record in Brevard County, Florida, and the condominium will come into existence. The operation of the condominium is through an Association (which is a non-profit corporation) called Palm Colony Club Condominium Association, Inc. and of which all condominium unit owners are members. The Association has By-Laws and rules and regulations under which it operates, thus insuring the proper functioning of the condominium. Unit owners elect the Board of Directors and the Directors select the officers.

A GENERAL RESUME OF SOME OF THE POINTS OF THE DECLARATION, BY-LAWS, and the GROUND LEASE FOLLOWS. This is not to be considered all inclusive. Each Purchaser should read all documents in their entirety.

PURCHASE AGREEMENT & ESCROW AGREEMENT

This is the first instrument signed by the Purchaser. It is an agreement that sets forth, among other things, the purchase price of the unit, the terms of purchase, manner of payment, maintenance and lease obligations.

The developer agrees that all deposits made by the buyer will be deposited in an escrow account separating these funds from all others of the developers. These funds may be used by developer in the condominium project as provided in Section 711.25 of the Florida Statutes. A Performance and Payment Bond to guarantee construction and completion will be put up by the contractors. The architect and



engineer will certify the construction and payments will be made on draws in accordance with the completion certified.

The agreement permits the developer to make an investigation of the purchaser in order to develop a socially harmonious and financially responsible group for condominium living.

THE BY-LAWS OF THE CONDOMINIUM ASSOCIATION

The Charter of the Condominium Association as issued by the State of Florida shows the Palm Colony Club Condominium Association, Inc. to be a non-profit corporation organized under the provisions of Chapter 617, Florida Statutes. The Charter sets forth the powers and purposes of the corporation, designates the persons who shall be members thereof, and provides for its functioning through the By-Laws.

The By-Laws of the Association contain usual provisions required for conducting the affairs of a corporation. The official name of the Association as set forth in the By-Laws, is Palm Colony Club Condominium Association, Inc. It is controlled by the Board of Directors which will consist of three (3) persons so long as the developer has the right to select the directors as therein set forth, after which the number shall automatically be increased to seven (7) Directors. If the office of any director or directors becomes vacant for any reason whatsoever, the majority of the remaining directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred. The officers of the Association who are elected by the Board of Directors consist of a President, Vice President, Secretary and Treasurer. These officers have the usual powers and responsibilities of officers in a general corporation. Neither they nor the Board of Directors receive any compensation or pay for their services. The officers may be removed by a vote of sixty percent (60%) of the total membership of the condominium or an affirmative vote of 5/7ths of the Board of Directors.

The annual meeting of the members of the Association shall be held on the 10<sup>th</sup> day of JANUARY each year at INDIALANTI. Each unit shall have one vote. Proxies are authorized and may be used at any meeting if properly executed and filed.



The Board of Directors is required to adopt a budget for each fiscal year of the Association, taking into consideration the reasonable expense of maintaining the condominium common element and requirements of the ninety-nine (99) year leases and other leases, which the condominium is expected to incur during the forthcoming year. The common expenses are allocated among the unit owners in accordance with the percentage set forth in the Declaration of Condominium. Procedure is established to correct violations of the By-Laws or house rules or other governing documents by any unit owner.

A COPY OF THE BY-LAWS IS ATTACHED HERETO.

THE DECLARATION

The Declaration is the "enabling instrument" and forms the shape and character of the condominium and provides certain protective features for unit owners. This is the "well-spring" of the condominium's powers. This Declaration is set as a condominium document containing two hundred and forty-eight (248) units. The Declaration gives a description of each type of apartment and the percentage interest each apartment bears in the common expenses.

It provides that the condominium shall be run by a non-profit corporation called an "Association" and a Board of Directors, who shall be elected by a plurality vote of the members, shall conduct the affairs of the condominium through the Association.

Each unit owner is responsible for the maintenance of his own apartment and is eligible to become a Director, or officer, of the Association.

The method of amending the Declaration is established and the manner in which common charges are collected from the unit owners is spelled out. There are provisions protecting the indiscriminate sales and leasing of condominium apartments. There is a procedure for terminating the condominium if all unit owners so desire. There is a provision that states who has the right to occupy a condominium unit.

A COPY OF THE FULL DECLARATION OF CONDOMINIUM IS ATTACHED HERETO.

Each purchaser of a condominium unit has simultaneously entered into a 99-year lease with Bravard First Corp. for an undivided interest in certain lands, on which lands will be built recreational facilities which will consist of a recreation building with card room, TV room, billiard room, exercise room, and sauna baths. Also provided will be a swimming pool, shuffleboard courts, tennis courts, and gas fired barbecue grills. The lease is a net lease. The rent is payable monthly and is to be adjusted by the Cost of Living Index every three years starting first on January 1, 1977. No lessee is liable for any other lessee's obligations under the lease. In order to secure the performance of the terms of the lease, each apartment owner pledges his unit as an assurance of compliance therewith. The lease provides that all maintenance and repair expenses and charges for leased recreational facilities be paid by the lessee.

The lease will provide that the Association will carry for itself and the lessor necessary fire, windstorm and public liability insurance, on all structures situated on demised property, and will protect them, will not allow any liens to be filed against the leased property or in any way allow the lessor's interest to be compromised or threatened and will hold lessor harmless as to any litigation which may be occasioned by a violation of the lease.  
A COPY OF THE LEASE IS ATTACHED HERETO.



DECLARATION OF CONDOMINIUM  
OF  
PALM COLONY CLUB CONDOMINIUM

Brevard First Corp., a Florida Corporation, hereinafter referred to as "Developer", is the owner of the property described in Attachment "A" to this Declaration, on behalf of itself, the general partners, their heirs, successors, grantees and assigns, does hereby submit to the condominium form of ownership said lands described in Attachment "A" and declares that after the date of the recording of this Declaration in the Office of the Clerk of the Circuit Court, in and for Brevard County, Florida, the same shall be subject to each and every one of the terms and conditions of this Declaration and of Chapter 711, Florida Statutes, 1965, as amended, hereinafter referred to as the "Condominium Act", until such time as the same is terminated as by this Declaration is provided, or is dissolved by operation of law.

I. NAME AND ADDRESS:

The name by which this condominium is to be identified is:

PALM COLONY CLUB CONDOMINIUM

Its Post Office address is:

3000 N A1A, Indialantic, Florida, 32903

II. DEFINITIONS:

The terms used herein shall have the following meanings, unless the context otherwise requires:

(a) Assessment means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the unit owner.

(b) Association or Condominium Association means  
PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.  
and the entity responsible for the operation of this condominium.

(c) By-Laws means the By-Laws of the Condominium Association for the government of the condominium as they may exist from time to time.



(d) Condominium property means and includes the land in a condominium whether such lands are contiguous or not, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium, together with all improvements on all leased lands, which are leased by the Condominium Association or by all condominium unit owners individually as are intended for use in connection with the condominium.

(e) Common elements shall mean all portions of the PALM COLONY CLUB CONDOMINIUM property not included in the units and all improvements on all lands leased for the benefit of all condominium unit owners whether the lease is by the Condominium Association or all the individual condominium unit owners acting collectively.

(f) Common expenses means the expenses for which the unit owners are liable to the Association.

(g) Common surplus means the excess of all receipts of the Association, over the amount of common expenses.

(h) Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

(i) Unit means a part of the condominium property which is subject to private ownership. The words "apartment" and "unit" may be used interchangeably herein as the context requires.

(j) Unit owner, apartment owner, owner of a unit, or owner of an apartment all mean the owner of a condominium parcel.

(k) Condominium parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

(l) Limited common elements means, and includes, those common elements which are reserved for the use of a certain unit, or units, to the exclusion of other units.

(m) Condominium project as used in this Declaration of Condominium shall be construed to mean all of the 248 condominium units as a completed project.

### III. LAND DESCRIPTION:

The legal description of the land included in this condominium is described in Attachment "A" to this Declaration, which Attachment, by reference, is made a part hereof.

REV. 11/26/07

IV. SURVEY AND PLOT PLAN:

Attached to this Declaration of Condominium as Attachment "B" is a survey and plot plan of the land (described in Attachment "A" and graphic descriptions of the improvements where the units in this condominium are to be located. This survey, together with the plot plan, this Declaration, the graphic descriptions, and other Exhibits, are in sufficient detail to identify the common elements, limited common elements, if any, and each unit and their relative locations and approximate dimensions.

V. IDENTIFICATION OF CONDOMINIUM UNITS:

This condominium shall have a total of two-hundred forty-eight (248) condominium units. There shall be sixteen (16) two-story, eight (8) unit buildings, and five (5) two-story, twenty-four (24) unit buildings. The buildings shall be numbered sequentially one (1) through twenty-one (21). Buildings 1 and 3 have four (4) two bedroom, two bath apartments and four (4) one bedroom, one and one half bath apartments; Buildings numbered 2, 4, 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, and 21 have eight (8) two bedroom, two bath apartments; Buildings 10 and 12 each have twenty-four (24) two bedroom, two bath apartments; and Buildings numbered 9, 11, and 13 each have sixteen (16) two bedroom, two bath apartments and eight (8) one bedroom, one and one half bathroom apartments. Buildings numbered 1, 2, 3, 4, 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, and 21 each have four (4) apartments on the first floor and four (4) apartments on the second floor. Buildings 9, 10, 11, 12, and 13 each have twelve (12) apartments on the first floor and twelve (12) apartments on the second floor. The apartments on each floor are numbered sequentially. Each apartment number is prefaced by the buildings number, as for example, apartments on the first floor in building five (5) are numbered: 5-101; 5-102; 5-103; and 5-104; Apartments on the second floor in building sixteen (16) are numbered: 16-201; 16-202; 16-203; and 16-204; Apartments on the second floor of building eleven (11) are numbered: 11-201; 11-202; 11-203; 11-204; 11-205; 11-206; 11-207; 11-208; 11-209; 11-210; 11-211; and 11-212. The specific location of each apartment in each building is shown on Attachment "B" to this Declaration of Condominium.



OFFICIAL RECORD 1426 PAGE 98

No condominium unit shall ever bear a number identical with another condominium unit.

VI. INTEREST IN COMMON ELEMENTS; COMMON ELEMENT EXPENSES AND SURPLUS; VOTING RIGHTS; MAINTENANCE;

(a) Common Elements;

The ownership of each apartment shall include (and there shall pass with each apartment as an appurtenance thereto, whether or not separately described) an undivided one-two hundred forty-eighth (1/248th) share in and to the common elements of the PALM COLONY CLUB CONDOMINIUM.

(b) Common Expenses and Surplus;

Likewise, each condominium unit owner will bear an undivided one-two hundred forty-eighth (1/248th) part of all the common expenses of this Condominium, and will have an undivided one-two hundred forty-eighth (1/248th) interest in and to the common surplus.

Notwithstanding the fractional portion of the common expenses which is allocated to each condominium unit as above set forth, the maximum amount of common expense which any condominium unit owner shall pay, until such time as all condominium buildings and units are sold, or until July 1, 1975, or until the Developer turns the Condominium Association over to the owners of the condominium units, whichever shall first occur, is the sum of Forty-Dollars (\$40.00) per month, payable One-Hundred-twenty Dollars (\$120) per quarter as set forth and established in the Management Agreement attached to this Declaration as Attachment "D", and by reference made a part hereof. The Forty Dollars (\$40.00) per month or One-Hundred Twenty Dollars (\$120) per quarter is tied to the Cost of Living Index and, therefore, is an adjustable amount in that regard only.

(c) Voting Rights;

Subject to the provisions and restrictions set forth in this Declaration and the By-Laws of the Association responsible for the operation of the condo-



minium, each condominium unit is entitled to one (1) vote in the Condominium Association, regardless of its size or how title is held. Cumulative voting shall not be permitted. Members on the Board of Directors shall be elected by plurality vote.

(d) Maintenance and Repair:

(1) The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all common elements in the condominium project, including all portions of each apartment which contribute to the support of the building in which it is located, (exclusive of interior apartment walls, apartment ceilings and apartment floor surface) and including, without intending to limit the same, outside walls of all buildings, structural slabs, roofs, exterior boundary walls of apartments, load bearing columns, all conduits, ducts, plumbing, wiring and other facilities for furnishing utility services to the apartment (but excluding therefrom repairs and maintenance of appliances and plumbing fixtures of condominium unit owners), plus all incidental damage caused to be done by the Association in conjunction therewith. In addition, the Association shall maintain, repair and keep in good and first class condition all parking areas, roadways, lawns and shrubs, plus all leased lands in accordance with the provisions of the long term lease of this Association identified in ARTICLE VII hereof.

(2) The responsibility of the condominium unit owner shall be as follows: To maintain, repair and replace, at the expense of the condominium unit owner, all portions of his apartment, including: (a) the electrical equipment and fixtures; (b) the interior plumbing and attendant fixtures and equipment; (c) all parts of the air conditioning units serving the apartment, whether such parts are located within or without the unit; and (d) all interior and exterior doors, screening and windows. The exterior doors, windows and screening if replaced, shall be replaced only with a door, screening, window and windowpane design, type and color as approved by the Board of Directors. In performing such maintenance, repairs and replacements, the condominium unit owner shall not unreasonably disturb other persons residing in the building. The condominium unit owner shall not paint or

otherwise decorate or change any portion of the building not within the interior confines of his apartment, unless the written consent of the Association is obtained. The condominium unit owner shall promptly report to the Association, or its agent, any defect or needful repairs, the responsibility for the remedying of which is the Association's, and not to make any alterations in the portions of the apartment or building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would, or might, jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of the Association, and of the apartment owners or owner for whose benefit such easement exists.

VII. LAND LEASE:

As a condition of title and a covenant running with the land, and as a condition precedent to the owning of a condominium unit, the first purchaser of a condominium unit from the Developer, prior, but simultaneously with acquisition of title to the condominium parcel, must enter into a long-term land lease with the Developer (approximately 98 years) for the non-exclusive use and possession of certain lands which are more fully identified in Attachment "E" to this Declaration of Condominium, which Attachment "E" sets forth the lease form and the leased lands legal descriptions. The acquisition of title to the condominium parcel by the first purchaser and all subsequent purchasers comes burdened with this prior pledge. No ownership or dower interest shall be superior to the lease and its several terms and conditions including the pledge of Lessee's condominium unit as security for Lessee's performance of the several terms and conditions of the lease. The executed lease between the Developer and the first purchaser of a condominium unit must be recorded in the Public Records of Brevard County, Florida. Thereafter, any conveyance of the condominium unit by Deed, or by any other means, shall automatically and without further documentation or reference to the lease, include a complete assignment of the condominium unit owner's total interest in and to said lease, whether the assignment be specifically mentioned in the Deed or not. The ownership of a condominium unit and the land lease shall not be separated, but shall be simultaneously passed as part of the selling consideration, from owner to owner. The transfer of a condominium unit shall constitute a release of the transferor of further liability



under said lease from the date of the transfer forward, and the acceptance of a Deed or other instrument of conveyance of an interest in the condominium unit shall automatically constitute (1) an acceptance of automatic assignment of lease and an assumption of the several terms and conditions of such lease; (2) a ratification of the terms and conditions of said lease; (3) an agreement to carry out all of the terms and conditions of said lease, and (4) an acknowledgement and confirmation of the pledge of the condominium as security for lease performance.

Each condominium unit owner will be required to pay directly to the Developer the monthly rental payment, as established by said lease, in advance, said monthly rental payment being due on the first day of each and every calendar month during the entire term of said lease. The rental to be paid is designated and set forth in the executed lease between the Developer and the first unit owner. In addition, to the rental payments, other obligations imposed on the unit owner under and pursuant to the several terms and conditions of said lease, Attachment "E" shall include, but are not limited to, the payment of the unit owner's share of the property taxes and insurance, and the maintenance of the leased lands.

By the acceptance of the Deed to the Condominium unit, PALM COLONY CLUB ASSOCIATION, INC., is thereby designated as the Agent for such unit owner to assess and collect as a common expense of the condominium, all expenses incident to said recreational lands and any and all recreational facilities from time to time thereon, (other than the monthly rental above referenced). Each said condominium unit owner in this condominium shall pay that portion of all such expenses of the lease, other than the monthly rental, in the same proportion as they shall pay their common expense charge.

**VII. DEVELOPER'S UNITS AND PRIVILEGES**

1. The Developer, at the time of the recording of this Declaration of Condominium, is the owner in fee simple of all of the real property and individual condominium units, together with all appurtenances thereto. The Developer shall have the continuous right, undiminished by any restriction whatsoever, so long as the



OFFICE OF THE CLERK OF SUPERIOR COURT  
COUNTY OF LOS ANGELES  
102

developer shall own any unsold apartment in the condominium's entire project, to sell, mortgage or lease units to any person or persons the Developer, acting alone and unilaterally, may approve and, further, during such time, to enter upon and transact on the condominium property any business necessary to consummate the sale of units including the continuous maintenance of models, the posting of signs on condominium property and the entry and use of the property for and by office personnel, visitors, and purchasers, in a manner consistent with Developer reservation. Nothing herein shall be construed to vest in condominium ownership, the model apartments, signs or other selling tools of the Developer. After the Declaration of Condominium has been filed, if there are unsold apartments owned by the Developer in any portion of the condominium project, the Developer shall have the right to be, and remain, the owner thereof under the terms and conditions above, and the Developer shall have the option of either paying the assessments on the unsold apartments, or, in lieu thereof, to make up any deficiencies needed in the operational and maintenance expenses of the condominium.

2. This condominium project shall consist of two hundred forty-eight (248) condominium units. The Developer is irrevocably empowered to construct such condominium units and such construction by the Developer shall not be deemed to be an interference with or denial of the use and enjoyment of the common areas or any other rights of the owners of condominium units which have previously been constructed and which are occupied by said unit owners. The Developer and those persons operating by, through, or under the Developer (including contractors, subcontractors, guests and invitees) shall have the right of ingress and egress to all parts of the condominium lands and properties and to all parts of the leased lands during the time of the construction of the condominium project and the sale of all units therein.

3. The Developer, as owner of the property here submitted to the condominium form of ownership, hereby expressly reserves unto itself, its servants



agents, invitees and guests, a permanent easement over the condominium property for ingress and egress to the leased lands and, further, the Developer specifically reserves the right of ingress and egress for itself, its servants, agents, invitees and guests during construction period and until all condominium units are sold, over and across all condominium property. The Developer reserves unto itself and shall have the sole right, acting alone, to grant to any municipal, county or state government, or any subdivision thereof, or to any other person or firm, a partial, total, or exclusive easement over, across, upon and under any part of the property described in Attachment "A" so long as the easement shall be for utility purposes, or purposes at least part of which shall be utilized by and for the benefit of the condominium unit owners.

IX. AMENDMENT TO DECLARATION OF CONDOMINIUM:

The Developer reserves the exclusive and sole right, acting alone, to file supplemental Declarations to this Declaration of Condominium, and to amend this Declaration of Condominium and all supplemental Declarations thereto, at any and all times prior to the issuance of the final Certificate of Occupancy by proper governmental authority for all units in the condominium project, or until July 1, 1975, whichever shall first occur. This right to amend shall be construed to include the right to make and file supplemental Declarations to this Declaration of Condominium. No amendment by the Developer shall alter or change any condominium unit owner's interest in the common elements, common expenses, and the common surplus as established in ARTICLE VI of this Declaration, nor shall the voting rights of a condominium unit be altered or changed.

After the expiration of the time within which the Developer shall have the sole and exclusive right to amend this Declaration and all supplemental Declarations thereto, this Declaration may be amended only by an affirmative vote at any regular or special meeting of the unit owners of this condominium of eighty per cent (80%) of all unit owners in the Condominium Association. No amendment, addition, alteration or modification shall change any condominium unit's proportion of the share of



the common elements, common expenses, common surplus, or voting rights unless the same, being submitted at an annual meeting of the members, one hundred per cent (100%) vote approval of all condominium unit owners in the condominium project was obtained. All amendments shall be executed by the President and Secretary of the Condominium Association only, and shall be evidenced by a certificate executed with the formalities of a Deed in proper form for recording, and shall include the recording date identifying the Declaration. The same shall be recorded in the Public Records of Brevard County, Florida, according to law. It shall be unnecessary for individual condominium unit owners to execute the amending instrument.

In no case shall an amendment, a change or addition to, or alteration or modification of, any condominium document abrogate, restrict, alter, impair or in any manner affect any right of the Developer hereunder, or any right of the Developer under the long term lease on the property described in Attachment "E", or any institutional Mortgage of any unit, as the case may be, without the written permission of the Developer or Mortgagee, and any attempt to do so shall be null and void.

X. OPERATION OF CONDOMINIUM ASSOCIATION:

This condominium shall be operated by a non-profit corporation named: PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., which corporation is herein sometimes called the "Association". The owners of each condominium unit in the PALM COLONY CLUB CONDOMINIUM shall automatically become members of the PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., upon the recording of the Warranty Deed to their condominium parcel. Likewise, membership shall automatically terminate upon the cessation of such ownership. No rights shall vest in any person who is in the process of purchasing a condominium parcel, either in the unit to be purchased, in the land, in the Association, or in the condominium itself until title to



the purchased unit is recorded. There shall be no other membership.

Until such time as the Declaration of Condominium has been recorded, the Developer, as the owner of the vacant land upon which the condominium units are being constructed, shall be the sole member of the corporation. The Developer shall continue as a member as to each condominium unit constructed. As soon as a condominium unit is sold and a Warranty Deed recorded, the new purchaser shall become a member of the Association and the Developer shall cease being a member of the Association as to such apartment sold.

The following miscellaneous rights and powers shall apply to the operation of the Condominium Association:

(1) The Association, which is incorporated, shall act through its officers and Board of Directors, and shall have all powers granted to it under the several laws of the State of Florida including, by way of illustration and not in limitation, the power to enter leases for lands not owned for, and in behalf of, the condominium unit owners, the right to contract, to sue and to be sued, and the right to act as a collective agent for all condominium unit owners in the condominium project in order to carry out such of the terms and conditions of recreational leases which have been entered in and individual capacity by unit owners as it may be directed. Service of process upon the Association shall not constitute service of process upon any unit owner.

(2) No unit owner, except as an officer or member of the Board of Directors of the Association, shall have the authority to act for the Association.

(3) The powers and duties of the Association shall include those set forth in this Declaration, those in the Charter creating the Association, and those set forth in the By-Laws. The general membership shall elect the members of the Board of Directors, and the Board of Directors shall elect the officers of the Association.



(4) The Association shall have the irrevocable right to have access to each unit at all times during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

(5) The Association shall have the right to adopt, establish, proclaim and enforce rules and regulations for the use of the condominium units, the common elements and any other property jointly held or possessed by all condominium unit owners, either by means of a lease, through memberships, or by possessory use contracts in lands or facilities, including golf courses, tennis clubs and other recreational facilities, whether or not contiguous to the lands of the condominium. The Association shall have the power to enforce the provisions of this Declaration of Condominium and its By-Laws for and in behalf of its members.

(6) The Association shall have the right to alter and improve the common areas, and to assess each unit owner their common expense share thereof, providing that any assessment in excess of One Hundred Dollars (\$100.00) per unit during any one (1) year for improvements shall be levied only after consent and approval thereof is obtained from a majority of the unit owners in the condominium at a regular or special meeting, and providing that any Mortgagee who acquired its title through foreclosure proceedings or by Deed in lieu of foreclosure, must approve the assessment regardless of the amount involved.

XI. PERMANENT OCCUPANCY RIGHTS IN CONDOMINIUM UNITS:

For purposes of determining the right to permanently occupy a condominium unit, if title to a unit be taken:

- (1) In a single name such named person and family may occupy.
- (2) In the name of a husband or wife either or both may occupy, together with their family.
- (3) In the name of a corporation or other business entity, or in



the name of two or more persons (not husband and wife), the President of the corporation, or senior officer of the business entity, or the first named person on the deed, as the case may be, shall be deemed to be the person to occupy (together with family) the premises in absence of a corporate or business entity resolution, a Certified copy of which shall be delivered to the Association, or an affidavit from the first named owner on the deed directing to the contrary. Such a right to occupy, once established, shall continue until a new Certified corporate resolution or affidavit to the contrary shall be delivered to the Association, properly signed by the President and Secretary of the corporation or the first named owner and shall never be changed more often than once every sixty (60) days.

(4) For a two (2) bedroom condominium unit, the named owners and family for occupancy purposes, shall consist of no more than four (4) persons, including the owner, each of whom shall be fourteen (14) years of age or older, and each of whom shall be either married to another occupant or be related to each of the others by the first degree of affinity, unless otherwise specifically approved by the Board of Directors. This definition relates only to occupancy rights.

For a one (1) bedroom condominium unit, the named owners and family for occupancy purposes, shall consist of no more than three (3) persons, including the owner, each of whom shall be twenty-one (21) years of age or older, and either married to another occupant or be related to each of the others by the first degree of affinity, unless otherwise specifically approved by the Board of Directors. This definition relates only to occupancy rights.

#### XII. ASSESSMENTS; LIEN AND PRIORITY; INTEREST; COLLECTION;

(1) The Association shall have the power to make and collect assessments, and shall maintain accounting records with respect thereto according to good accounting practices, which shall be open to inspection by unit owners at reasonable times. Such records shall include:

- (a) A record of all receipts and expenditures.
- (b) An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts



SH 426 108

in which the assessment comes due, the amounts paid upon the account, and the balance due.

(2) Common expenses shall include all expenses connected with the operation, maintenance, repair or replacement of the common elements, all costs and expenses connected with the operation, maintenance, repair and replacement or recreational facilities on the long term land lease entered into by all condominium unit owners individually, plus all costs of carrying out the powers and duties of the Association, and any and all other expenses which shall be incurred by the Association, or by the individual unit owner which shall ratably or equally benefit all unit owners. These expenses shall be borne by each condominium unit owner in the manner as established in ARTICLE VI, (b) of this Declaration.

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

(4) The liability for assessments may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of the unit against which the assessment is made.

(5) Assessments and installments thereon not paid when due shall bear interest from the date when due until paid, at the rate provided in the By-Laws, not to exceed the maximum rate allowed by law; and if no rate is provided, then at ten per cent (10%) per annum. In addition, delinquent accounts, after the fifth (5th) day of delinquency, shall be charged bookkeeping, accounting and secretarial fees of One Dollar (\$1.00) per day for each day delinquent, retroactive to the first day's delinquency, until corrected.



1426 MC 109

(6) The owner of a condominium unit shall be liable to the Association for any unpaid assessment, together with interest thereon, and all costs and reasonable attorney's fees incurred in the collection of the same. The Association shall have a lien on each delinquent condominium unit owner's apartment for any unpaid assessment, plus interest, and all costs and attorney's fees incurred by the Association in the collection of such assessment, or in the enforcement of such lien. The lien shall be effective from, and after, the time of its recording in the Public Records of Brevard County, Florida, and shall state the description of the condominium parcel, the name of the record owner, the amount due, including a reasonable attorney's fee, and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims shall include only assessments which are due and payable when the claim of lien is recorded. Such claims shall be signed and verified by an officer or agent of the Association and completed in a manner which shall entitle them to be recorded. Upon full payment, the party making payment shall be entitled to receive from the Association a recordable Satisfaction of the Lien. All such liens shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien, and such shall be subordinate to the condominium unit owner's pledge as Lessee, to the Lessor, as security for the lease performance. (See Lease Attachment "E").

(7) Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the unit owner shall be required to pay reasonable rental for the use of the condominium parcel being foreclosed, said rental being for the period beginning on the day the lien arose, and ending on the date litigation is completed, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Association shall have the power to bid on the condominium parcel at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid assessments may be maintained without waiving the lien securing the same.



201 111 1511 1111  
1426 1111 1111 1111

(8) Where a mortgagee, a lien claimant, a pledgee or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure brought on such pledge, mortgage or other lien, or by Deed in lieu of foreclosure thereof, such acquirer of title, his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel and chargeable to the former unit owner of such parcel which accrued or became due prior to acquisition of title as a result of the foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns.

XIII. LIMITATION ON LIABILITY OF UNIT OWNER:

(1) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration and the By-Laws.

(2) The owner of a unit shall have no personal liability for any damages caused by the Association on or in connection with the use of the common elements. A unit owner shall be liable for injuries or damages resulting from an accident in his own unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

(3) Property taxes, special assessments and other taxes and levies which are levied by municipalities, counties and other taxing authorities on the condominium units shall be assessed against the individual condominium unit and not upon the condominium as a whole. Property taxes and special assessments levied upon the recreational facilities, the common areas and the leased land, shall be allocated and assessed against each condominium unit in the percentage which each shares in the common expenses and surplus. The taxes and special assessments levied against each condominium parcel shall constitute a lien only upon such condominium parcel so assessed and upon no other portion of the condominium parcel.



REC-1426

(4) All provisions of this Declaration relating to a condominium parcel which has been sold for taxes or special assessments shall survive and be enforceable after the issuance of a tax deed or master's deed upon the foreclosure of an assessment, certificate of lien, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary grantee or the owner of the title immediately prior to the delivery of the tax deed or master's deed. The restrictions, terms and conditions of this Declaration shall run with the land and hereafter be binding upon all who own or hold hereunder.

**XIV. COMPLIANCE WITH GOVERNING DOCUMENTS:**

Each unit shall be governed by, and each unit owner shall comply with, this Declaration, the By-Laws, the rules and requisitions as promulgated by the Board of Directors from time to time, and the laws of the State of Florida as they may exist from time to time. Failure to do so shall entitle the Association or unit owner to sue for such sums as it may be damaged or to sue for injunctive relief, or both. Such actions may be maintained by the Association or in a proper case by an aggrieved unit owner. Such relief shall not be exclusive of other remedies provided by law. Should the Association prevail in a court of competent jurisdiction against a unit owner for failure to comply with the duties imposed by this Article, such unit owner shall pay all the court costs connected therewith, together with a reasonable attorney's fee, as determined by the court.

**XV. THE CONDOMINIUM PARCEL:**

Each condominium parcel shall consist of the condominium unit plus an inseparable and undivided share of the common elements and limited common elements, if applicable. The common elements are those parts of the condominium property not included in the units. The limited common elements are those common elements which are reserved for the use of one specific unit or units to the exclusion of other units. The limited common elements of this condominium shall be appurtenant to those condominium units where part of the equipment of the condominium unit is



114 114 114 114

1426 MC 142 L 142

installed outside of the apartment, and shall consist of that portion of the common elements upon which equipment is physically situated. Each condominium unit shall constitute a separate parcel of real property. Each condominium unit, for purposes of this Declaration, shall be deemed to be independent of all other condominium units, but shall be subject to the laws of the State of Florida, this Declaration, and all exhibits and attachments hereto, the By-Laws, the long term land lease, the rules and regulations of the Condominium Association, and other regulations as applicable.

Nothing herein shall in any way, or under any circumstances be construed to authorize, permit or allow a partition of any part of the common elements by any unit owner. The lower and upper limits of each apartment unit are one inch below the upper surface of the concrete floor slab and one inch above the lower surface of the ceiling, respectively. The vertical plane formed one inch inside each boundary wall of the apartment unit shall constitute the side and outer limits of the apartment, excepting only that where there is a balcony extending from any apartment, the outside boundary shall be extended to include the interior walls of such balcony. Should such an owner of a condominium acquire by purchase an adjoining unit, said owner may be permitted, with the specific written approval of the Board of Directors, reasonable ingress and egress between the units by removal of all or part of the separating wall and such wall shall thereafter be considered an inside wall and not a boundary wall. Likewise, should an owner acquire two condominium units, one above and one below the other, with the specific written approval of the Board of Directors of the Association, the apartments may be joined by one set of stairs and/or one elevator. Such shall not interfere with the structural stability of the building. All expenses connected therewith shall be borne by the owner desiring the alteration. There shall be no common expense in connection therewith. The inside area of the interior walls of each apartment unit are burdened with an easement for the benefit of the other unit owners for purposes of pipes, utilities, wires, cables and other similar items. Removal or rearrangement of such interior walls shall be made only



with the written consent of the Board of Directors. Such easement may be waived by the Board of Directors for and in behalf of the condominium unit owner.

No one of the Condominium units shall at any time ever be sub-divided or broken down into smaller parts than now exist, and any attempt to do so shall be null and void, and any conveyance without force and effect. Nor can there be a pledge, mortgage, encumbrance or any other transaction affecting less than the whole unit which will be effective and enforceable. Any such attempt will be null and void.

Notwithstanding the above, nothing herein shall prevent the Developer from combining one or more apartments into larger units. In such event, the share of the common elements, the common element expenses and the common surplus relating to such apartment shall be increased in accordance with such combination, and an amendment to the Declaration of Condominium shall be filed by the Developer to reflect such change.

The following easement shall be from each condominium unit owner to the others and to the Association:

(1) Structural Support: Every portion of the unit contributes to the support of the other parts thereof and, accordingly, each unit is burdened with an easement for structural support for the benefit of each other condominium unit and for the common elements.

(2) Maintenance, etc.: Maintenance, repair and replacement easements are granted through each unit, which includes easements for all facilities for furnishing of utility service within the building to units, or to the common elements. No apartment owner shall install or allow to be installed, without the specific written approval of the Board of Directors, any lock, security device or other thing which will, or might, interfere with such easement rights.

(3) Encroachment: Should any unit encroach upon another, or upon the common elements, and such be not the result of a deliberate action on the part of the unit owner, or should a common element encroach upon a condominium unit and the same be unintentional, in either case, an easement shall exist from



one to the other, so long as such encroachment shall naturally exist. Permanent and necessary encroachments resulting from reconstruction or repair shall not constitute a claim or cause of action in favor of one owner upon whose property such encroachment exists.

**XVI. USE RESTRICTIONS:**

The property submitted to the condominium form or ownership by this Declaration, and the subsequent amendments thereto by supplemental Declarations, shall be subject to the following provisions:

(A) Private Dwelling: Except as is otherwise specifically set forth, all condominium units shall be used solely as a private dwelling for the condominium unit owner and the members of his family as defined in Article XI above, social guests, (who shall occupy with the owner) and for Lessees and for no other purpose whatsoever, including business purposes. Leasing for private dwelling use shall not be construed as carrying on a business. If title to the condominium unit be taken in the name of several owners, only the person entitled to membership in the Condominium Association, as provided in Article XI shall be deemed to be the owner, and the one entitled to possession of the unit. Only minors fourteen (14) years of age and older shall be authorized to permanently live in the condominium unit. No children shall live in condominium units with only one (1) bedroom. No more than two (2) children shall live in condominium units with two (2) bedrooms.

(B) Lawful Use: No immovable, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, and all laws, zoning ordinances and Governmental regulations of all kinds shall be observed. No condominium unit owner shall use his property in any manner which shall be a nuisance or a source of annoyance to other residents or which interferes with the peaceful possession and proper use of the property by the other condominium unit owners. All parts of the condominium property and all parts of the owner's condominium unit shall be kept in a clean and sanitary condition, and no garbage or other refuse or rubbish shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.



APPL. SECT 1426

(C) Regulations: Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association without the approval of the condominium unit owners. However, should more than seventy-five percent (75%) of the condominium unit owners object to any rule or regulation as promulgated by the Board of Directors, such rule and/or regulation shall become inoperative.

The following shall constitute prohibitions imposed upon all condominium unit owners: No clothes lines or similar devices shall be allowed in any exposed portion of the condominium property, including the common elements. No change or alterations of any kind shall be made on the exterior portion of the condominium by a unit owner, including, by way of illustration and not in limitation, installation of awnings, air conditioning units, T.V. or radio antennas, wiring, paint or otherwise. Exterior glass and balcony screening identical to that used and in the color as provided by the Developer, shall be maintained at all times by all owners, except as is otherwise expressly approved by the Board of Directors in writing. No foil, whether aluminum, colored, plastic or otherwise, shall be placed in, against, or adjacent to any windows, whether on curtains, on shutters, affixed to the windows, or otherwise, so as to be visible from the exterior of the building, unless the same be approved, in writing, by the Board of Directors. No pets shall be allowed to be kept on the condominium premises, excepting only that a condominium unit owner may have either (a) one (1) domestic cat; or (b) one (1) dog, providing that the dog when full grown shall not weigh in excess of fifteen (15) pounds. A condominium unit owner may keep no more than two (2) birds at a time, which birds shall be either parakeets or canaries. All other pets are prohibited. Children below the age of fourteen (14) shall be permitted to visit a condominium unit owner, and to temporarily reside in such owner's apartment, for thirty (30) days (not necessarily consecutive) out of any one-hundred and twenty (120) days (which are consecutive), provided further that, cumulatively, the total visit with a condominium unit owner by all children under the age of fourteen (14) years shall not exceed a total of thirty (30) days out of any one-hundred and twenty (120) contiguous days. Should any minor temporarily residing on the premises consistently violate the rules of the condominium, this shall be



considered a nuisance, and proper legal remedy shall be taken therefor. No unit owner shall place any signs upon any portion of the condominium property without the written consent of the Board of Directors provided, however, that until a first sale of all condominium units in all phases of the condominium project shall have been made, the Developer shall have all rights reserved in Article VIII hereof, including the right to have signs on the common elements to aid in sales promotion of unsold units and for directional purposes.

(D) Liens, Suits, Mortgages, Foreclosures: No apartment owner may mortgage his apartment nor any interest in it, without the approval of the Association, except to a bank, life insurance company or savings and loan association, or a National Mortgage Company approved by the Developer, or to a vendor to secure a portion of the purchase price. The approval of any other mortgages may be upon conditions determined by the Association or may be arbitrarily withheld. Any transaction accomplished in violation of this paragraph shall be void. Each unit owner shall notify the Board of Directors of all encumbrances against his unit, including any mortgages, liens or suits filed or threatened against his unit. In the event of a foreclosure of any mortgage, lien or other encumbrance on a condominium unit, or in the event of a threatened sale of the condominium unit as a result of an unlawful levy, the Association, acting through the Board of Directors, shall have the right, at any time after the Order of Foreclosure is entered by a Court of competent jurisdiction, or after actual levy thereon by the Sheriff, but prior to the public sale thereof, to redeem the condominium unit for and in behalf of the unit owner for the amount decreed by the Court to be owing, including costs and attorney's fees, and the condominium unit owner shall simultaneously convey, by appropriate Warranty Deed, his interest therein to the Association upon payment by the Association of such sum to the court. The condominium unit owner shall, by such transfer, waive any and all rights in and to any monies which the Condominium Association shall obtain upon the resale of the said unit over and above the Court purchase price, if such be the case. If the Association does not exercise its right prior to public sale to pay off the indebtedness against the property and receive a Warranty Deed, such right shall expire. Nothing herein contained shall be construed as limiting the Association from bidding



and purchasing at the public sale, however, even after the expiration of its rights above set forth.

All liens against an apartment, other than for permitted mortgages, as above established, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days from the date of the lien attachment. All taxes and special assessments upon an apartment shall be paid before they become delinquent.

(B) Leasing. Entire apartments may be rented, provided the occupancy is only by the Lessee and his family, servants and guests, and the terms of said lease is not for less than sixty (60) days. All permanent occupants must be at least fourteen (14) years of age. No rooms may be rented to transient tenants. All tenants shall be bound by the same rules and regulations as are binding upon condominium unit owners. Any violation of rules and regulations by tenants shall be tantamount to a violation of said rule and regulation by the owner of the condominium unit. Enforcement of rules and regulations against tenants shall be accomplished by the condominium unit owner leasing to such tenant. Any action taken by the Condominium Association because of violation of rules and regulations by tenants shall be taken against the condominium unit owner, as well as the tenant, and the condominium unit owner shall be responsible for all costs incurred by the Condominium Association in enforcing the rules and regulations of the condominium.

The above restriction on leasing shall not be applicable to the Developer as to any condominium unit on which the Developer has not made a first sale.

**XVII. CONSTRUCTION MORTGAGES:**

Prior to the completion of this condominium project, the Developer shall have the sole and absolute right to execute and record such construction mortgages on all, or any part of, the property described in Attachment "A" as Developer shall deem necessary, in order to provide proper financing for the construction of the improvements as are shown in the Declaration of Condominium. The right to mortgage shall exist prior to, and subsequent to, the recording of this Declaration of Condominium, the recording of any supplemental Declaration, and/or the recording



of any Amendment to this Declaration of Condominium. Any construction loan, when recorded, shall be superior in dignity to all other rights of the Developer, the unit owner, the Condominium Association and their privies, so long as said mortgage remains of record, unpaid and unreleased or unsatisfied as to any given condominium parcel. Such superiority in dignity shall be automatic. It shall be unnecessary for any subordination agreement to be entered. All funds from such construction mortgages shall be used in the construction of the improvements contemplated in the condominium project. There shall be a release clause in the construction mortgage(s) authorizing and providing for the release of condominium units from the operation and effect of such construction mortgage(s) authorizing and providing for the release of condominium units from the operation and effect of such construction mortgage(s) at the time of closing of each condominium parcel. Once the condominium parcel has been conveyed by Developer and released from the operation and effect of the construction mortgage(s), the Developer shall thereafter have no further right to encumber said released condominium parcel. This right to place construction mortgage(s) on the property submitted by this Declaration to the condominium form of ownership, shall exist notwithstanding the recording of the Declaration of Condominium and/or supplemental Declarations and/or Amendments thereto, and notwithstanding the conveyance of units to owners prior to the execution and recording of the construction mortgages.

**XVIII. ASSOCIATION AS AGENT:**

All condominium unit owners, at the time of the recording of their Deed by which they have obtained title to their condominium unit, automatically become members of the PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC. All condominium unit owners, having an undivided and equal leasehold interest in and to the leased lands by acceptance of the instrument of conveyance by which they acquired their interest in the condominium unit, automatically designate and irrevocably appoint the PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC, the Condominium Association, to act as their individual Agent and to act collectively



as the Agent for all condominium unit owners, to carry out and perform each and every of the several terms and conditions of the long term lease with the Developer, excepting that the rental charge of each unit owner shall be paid directly by the condominium unit owner to the Developer, (Lessor) or Assigns. The Condominium Association shall have the right to enter into management contracts for the operation, maintenance and management of the property covered by the lease, shall assess and collect from each condominium unit owner, as a common expense of the condominium, all monies including the rental charges required by the several terms and conditions of said lease to be paid, and shall, as Agent acting in behalf of the condominium unit owners, performing and carrying out the non-monetary obligations of said lease, to the same degree and in the same manner as though the Condominium Association were the original Lessee therein. In performing in such capacity, the Condominium Association shall have complete, exclusive and irrevocable authority and control over such property described in Attachment "E".

**XIX. INSURANCE:**

Insurance on condominium units and common elements and on any properties leased by all of the individual unit owners of the condominium and for whom the Condominium Association is acting as agent, shall be carried and maintained by the Association for, and in behalf of, the condominium unit owners, the Association, the Lessor of such leased property and, where applicable, the mortgagee. The Association shall carry casualty insurance on all units and on all common elements, including all recreational properties, and on the leased land, as applicable, in the maximum insurable amount, as annually determined by the insurance carrier, such casualty insurance to cover fire, windstorm and extended coverage, including standard hazards and perils, plus, where applicable and available, water damage, vandalism and malicious mischief. Also, the Association shall carry landlord and tenant public liability and property damage insurance in the minimum amounts of \$500,000.00 / \$1,000,000.00, covering all condominium units, common elements and leased land. Workmen's Compensation insurance shall be carried, if applicable, together with all other necessary coverages as recommended by the Board of Directors or the insurance carrier.



1426 PAGE 120

The cost of the insurance shall be a common expense. Insurance coverage shall be adjusted every five (5) years from the date of the first insurance policy to reflect any cost of living changes as reflected by the cost of living index set forth in the long term lease which each unit enters (see Article VII, supra).

All policies of casualty insurance covering the condominium units, the common elements and the lands leased by the unit owners where the Association is acting as Agent, shall have a loss payable clause drawn in favor of an Insurance Trustee, and any proceeds of any loss shall be paid to such Trustee, or its successors, for the use and benefit of the Association, and the unit owners, the Lessor and, where applicable, the unit owner's mortgagees, as their interests may appear. The original policies shall be held by the Insurance Trustee and certified copies thereof shall be furnished to the Association, to the Lessor, and to each mortgagee. The Association is the acknowledged Agent for all unit owners for the purpose of negotiating and settling all claims against the insurance company and, accordingly, is authorized to execute in behalf of the unit owners in favor of any insurer released after settlement. The Association shall select as a Trustee any National or State chartered banking institution in Brevard County, Florida, having assets in excess of Twenty Million Dollars (\$20,000,000.00). The Association shall select insurance companies carrying only the highest rating and having local representatives in Brevard County, Florida.

The sole duty of the Trustee is to receive the proceeds of the casualty insurance and to hold them for the benefit of the Association, the unit owners, the unit owner's mortgagees, if any, the Lessor, where applicable, or other beneficiaries with an insurable interest, and to disburse as hereinafter set forth. The Trustee shall be liable only for its willful misconduct, bad faith or gross negligence as to the money in its possession. The Trustee shall receive just compensation for its services and such is hereby designated a common expense to be divided ratably, in their various percentages, among the unit owners.



11/14/26, pg. 191

Upon a loss being sustained by the condominium under any coverage, the Association shall first furnish the Trustee with a list of all unit owners and their mortgagees, if any, and with the name of any other person having a beneficial interest in the policy, and with the percentage interest of participation in the common elements of each unit owner. Such list shall be current and shall be certified as correct by the President of the Association. Thereafter the Association shall obtain three competent appraisals by contractors authorized to do business in Brevard County as to the cost of repairs. The Association shall then negotiate and settle the insurance claims with the insurance company and have the insurance proceeds paid to the Trustee.

No mortgagee shall have the right in its mortgage to require or to elect to apply the insurance proceeds to the reduction of any mortgage, or mortgages, unless it be the excess of insurance payments over the replacement cost of the damaged unit, and then only after the unit is fully repaired.

In the event of loss or damage to a condominium unit where the proceeds are paid to the Insurance Trustee for such loss or damage, the Association shall enter a written contract with a reputable contractor authorized to do business in Brevard County for repair of the damaged unit. The contract for repair shall be with the approval and consent of the unit owner. The damaged unit shall be returned to the same condition it was in prior to sustaining the damage, all of which shall be in accordance with the original plans and specifications of the damaged improvement as drawn by Edward H. Bear, Architect, as modified by written approval of the Association. The Association shall certify as to the Trustee, the amount of money required to rebuild the unit; and if there is a lack of money in the Trustee's hands to pay for such repairs, the difference shall be supplied by the Association; and such difference shall be borne by and assessed to all of the condominium unit owners as a common expense. If the insurance proceeds are sufficient for such repairs or are in excess of the amount needed, the Association shall have the unit repaired, and any overage shall be paid to the Association. The Insurance Trustee, prior to and during reconstruction, shall disburse monies from his trust only for repairs and only upon the written requisition of the Association. All monies shall be paid by the Trustee for repairs directly to the contractor, who shall furnish to the



1426 NC 122

Trustee release of liens for all monies paid. Contractor shall furnish a performance and payment bond on all repairs costing in excess of Five Thousand Dollars (\$5,000.00). Trustee, after receipt of a release of lien, shall not be liable for the proper application of the insurance funds.

In the event of a loss or damages to the common elements, or to the leased lands as identified in Article XVIII of this Declaration, whether real or personal, and the damage is covered by casualty insurance, the proceeds thereof shall be paid to the Insurance Trustee to cover such loss or damage and shall be applied to the repair, replacement or reconstruction of such loss or damages. If the insurance proceeds are in excess of the cost of repair, or replacement, or reconstruction of the common elements and the condominium units which are damaged, then such excess insurance proceeds shall be paid by the Insurance Trustee to the Association for the use and benefit of all unit owners. If it should appear, however, that the insurance proceeds covering the loss are not sufficient to pay for the repairs, replacement or reconstruction of the loss or damages, then the Board of Directors shall allocate the repairs of the common elements first from the insurance proceeds and thereafter make and collect an assessment from all owners as a common expense, so that the sum on deposit with the Insurance Trustee shall be sufficient to completely pay for the repair, replacement and reconstruction of the common elements and the condominium units which may be damaged.

In all cases, the Association shall furnish to the Insurance Trustee a written contract for repair of the condominium units damaged and/or the common elements. Each condominium unit and common elements shall be repaired and replaced, from time to time, in accordance with the original plans and specifications, or as such plans have been modified by written consent of the Association from time to time. The Insurance Trustee shall disburse the money from the trust upon written request by the Board of Directors of the Association, and only upon receiving simultaneously with a disbursement, a release of lien covering such payment made. The contractor shall join with the Board of Directors of the Association in making payment requisition from the Insurance Trustee. The Insurance Trustee shall not be liable for the



REC'D 1426 PAGE 123

application of the monies paid pursuant to such requisition after release of lien is obtained therefor.

In the event that a loss should be sustained on the lands leased by the unit owners, and for which the Association is acting as Agent, which loss is covered by casualty insurance, the proceeds shall be paid to the Insurance Trustee and the repairs, reconstruction and replacement thereof shall be conducted in the same manner as though there was a loss to a common element. Any assessment necessary to increase the insurance proceeds to a sum sufficient to provide an adequate repair shall be apportioned among the condominium unit owners in the same manner as though the same were a common expense.

In the event of a loss or damage to personal property belonging to the Association and the proceeds are paid to the Association, the Association shall replace such damaged property, unless it shall determine it to be in the interest of the condominium not to make a replacement, at which time the Association shall distribute such insurance proceeds proratedly among all of the condominium unit owners or their mortgagees or mortgagors, as their interests may appear, in accordance with their participation in the common expense.

**XX. TERMINATION:**

(1) All of the condominium unit owners in the PALM COLONY CLUB CONDOMINIUM, acting jointly, may terminate this condominium by an instrument drawn to such effect duly and properly executed and recorded, provided, however, that such termination shall not be effective until the holders of all mortgages, pledges, or other encumbrances affecting any of the condominium parcels join therein and consent and agree thereto in writing by such duly recorded instrument, and that agreement be reached by all such owners and holders of mortgages, liens, pledges or other encumbrances as to the transfer of their claim or claims to the unit against which the lien, mortgage, pledge or encumbrance exists.

(2) Upon the termination of the condominium, the condominium property



shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall be the same percentage which each such owner bears in the common elements. Such termination shall not, however, lessen, reduce or affect the liability for rental, or the pledge of each condominium unit as security for lease performance. (See Attachment "E".)

(3) Following the effective date of termination, the property may be partitioned and sold upon the application of any apartment owner. If the Board of Directors immediately prior to a termination, by unanimous vote, determined it to be in the best interests of all owners to accept an offer for the sale of the property, each apartment owner immediately following termination shall be bound to execute such Deed or Deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board directs. In such event, any action for partition or other division of the property, shall be held in abeyance pending such sale, and, upon the consummation thereof, shall be discontinued by all parties thereto. Notwithstanding the above, a sale, partition, or other action, shall not cause a release of the condominium property from the operation and effect of the pledge of the apartment as security for the lease performance, a mortgage, or other encumbrance, unless specifically waived in writing.

(4) The members of the Board of Directors, acting collectively as Agent for all apartment owners, shall continue to have such powers as granted under the condominium law, notwithstanding the fact that the Association itself may be dissolved upon a termination.

(5) The termination of the condominium shall not bar the creation of another condominium affecting the same property.

**XXI. MISCELLANEOUS PROVISIONS:**

(1) Sale of Condominium Unit:

No apartment owner may dispose of an apartment or any interest



therein by sale without the approval of the Association, except to another apartment owner. If the purchaser is a Corporation, that approval may be conditioned upon the approval of those individuals who will be occupants of the apartment. The approval of the Association shall be obtained as follows:

(a) Notice to Association: An apartment owner intending to make a bona fide sale of his apartment, shall give notice to the Association of such intentions, together with the name and address of the proposed purchaser, together with such other information as the Association may require, said notice to be accompanied by a non-refundable investigation fee of Seventy-five Dollars (\$75.00).

(b) The Association shall immediately investigate the proposed purchaser, and within five (5) days after completing said investigation, shall notify seller of approval or disapproval of such purchaser. Under all circumstances, the seller shall be notified of purchaser's approval or disapproval within thirty (30) days following the time that seller has delivered to the Association the Seventy-five Dollars (\$75.00) investigation fee. In the event of a disapproval, seller may submit the name of one additional prospective purchaser without having to pay an additional investigation fee. The Board of Directors shall not disapprove any possible purchaser on the basis of said purchaser's race, color, religion, creed or place of national origin. A disapproval shall be based solely upon a majority of the Directors' opinion that, based upon their investigation of the purchaser, the purchaser would not be adaptable to condominium living, and would not help form a well integrated, socially harmonious and agreeable group of owners. The approval of the Association shall be in recordable form and delivered to the purchaser.

(c) In the event of the death of the owner of an apartment, his heir, devisee or grantee, or the personal representative of the estate of such deceased owner, shall give notice to the Association of the intent of such heir, devisee or grantee, or the personal representative of the estate, to occupy said apartment, together with the name and the address of the proposed occupant, together with such other information as the Association may require. Within thirty (30) days after the receipt of such notice, the Association must approve the occupancy of the apartment by such applicant or purchaser, or furnish a purchaser who will purchase the



apartment from said heir, devisee or grantee or personal representative of the estate at the then market value.

(d) In the event that the Association shall fail to notify the purchaser, or heir, devisee, grantee or personal representative of the estate of the deceased of said person's approval or disapproval within thirty (30) days after application therefor is made, said application shall be deemed to have been automatically approved.

None of the provisions of paragraph (1) and subparagraphs (a), (b), (c) or (d) thereunder shall pertain and apply to the Developer.

(2) Easements:

The Developer shall have a continuing easement for ingress and egress, and use in common with condominium unit owners over, across, and upon all roadways, walkways, grass and land areas which form the common elements of this condominium, and a continuing easement over and upon the hallways, stairways and elevators of each condominium building, when used for lawful purposes during construction of the condominium project and thereafter during the guarantee period. This easement is to be construed broadly, and includes the Developer, its heirs, assigns, personal representatives, lessees and invitees.

(3) All provisions of the condominium documents constitute covenants running with the land, and every part thereof, and interest therein, and every apartment owner, his heirs, executors, administrators, successors and assigns, and all persons claiming by, through and under each and every apartment owner in the condominium, shall be bound by all of the terms, conditions and provisions of these condominium documents.

(4) For tax purposes only, the value of the land and any improvements thereon, as identified in Attachment "E", shall be assessed by the Brevard County Tax Assessor directly to the owners of the condominium units in the same fractional proportion that each unit bears in the common expenses.

(5) Should any provision, covenant or restriction in this condominium



document, or any attachment thereto, be held invalid by any Court of competent jurisdiction, such shall not affect the validity of the remainder of the condominium documents.

IN WITNESS WHEREOF, we have executed this Declaration this 22 day of February A.D., 1974.

Witnesses:

James C. Nichol

James M. Rubin

BREVARD FIRST CORP.

BY: James E. Burklew  
President

ATTEST: K. E. Aves (SEAL)  
Secretary



STATE OF FLORIDA :  
                          : SS;  
COUNTY OF BREVARD :

I, HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared: JACK E. BURKLEW AND K. E. AVES well known to me to be the President and Secretary respectively of the corporation named herein, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this the 22 day of February, A.D., 1974

Shirley C. [Signature]  
Notary Public



My commission expires:  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 17, 1978  
Bonded by AIGV Surety Insurance



## ATTACHMENT A

## LEGAL DESCRIPTION FOR LANDS OWNED BY CONDOMINIUM

Commence at the Northeast corner of Lot 22 of SANDPINES SECTION TWO, according to the plat thereof recorded in Plat Book 23 at Page 28 of the Public Records of Brevard County, Florida, thence run N89° 13' 17" E along the South line of STUART TERRACE, according to the plat thereof recorded in Plat Book 16 at Page 17 of the Public Records of Brevard County, Florida for a distance of 970.87 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E along the South line of said STUART TERRACE for a distance of 868.32 feet to a point on the West right-of-way line of STATE ROAD A-1-A; thence run S 13° 07' 29" E along said West right-of-way line for a distance of 410.51 feet; thence run S 13° 32' 05" E along said West right-of-way line for a distance of 102.64 feet; thence run S 13° 52' 05" E along said West right-of-way line for a distance of 126.33 feet to a point on the South line of Section 13, Township 27 South, Range 37 East; thence run S 89° 29' 55" W along the South line of said Section 13 for a distance of 990.75 feet to the South 1/4 corner of said Section 13; thence run N 2° 18' 13" W along the West line of the SE 1/4 of said Section 13 for a distance of 622.85 feet to the Point of Beginning

## LESS:

Commence at the Northeast corner of the aforementioned Lot 22 of said SANDPINES SECTION TWO; thence run N 89° 13' 17" E along the South line of said STUART TERRACE for a distance of 970.87 feet to a point on the West line of the SE 1/4 of Section 13, Township 27 South, Range 37 East; thence run S 2° 18' 13" E along said West line for a distance of 111.71 feet; thence run N 89° 26' 32" E for a distance of 8.00 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E for a distance of 866.44 feet; thence run S 0° 33' 28" E for a distance of 72.00 feet; thence run N 89° 26' 32" E for a distance of 31.42 feet to a point on the West line of STATE ROAD A-1-A; thence run S 13° 07' 29" E for a distance of 222.34 feet; thence run S 13° 32' 05" E for a distance of 102.64 feet; thence run S 13° 52' 05" E for a distance of 103.98 feet; thence run S 76° 07' 55" W for a distance of 74.00 feet; thence run N 13° 52' 05" W for a distance of 110.00 feet; thence run S 89° 29' 55" W for a distance of 883.67 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet; thence run N 89° 29' 55" E for a distance of 97.66 feet; thence run N 0° 30' 05" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 64.00 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 484.60 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 20.00 feet; thence run N 0° 30' 05" W for a distance of 181.89 feet; thence run S 89° 26' 32" W for a distance of 19.97 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 484.60 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 64.00 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 106.19 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet to the Point of Beginning.

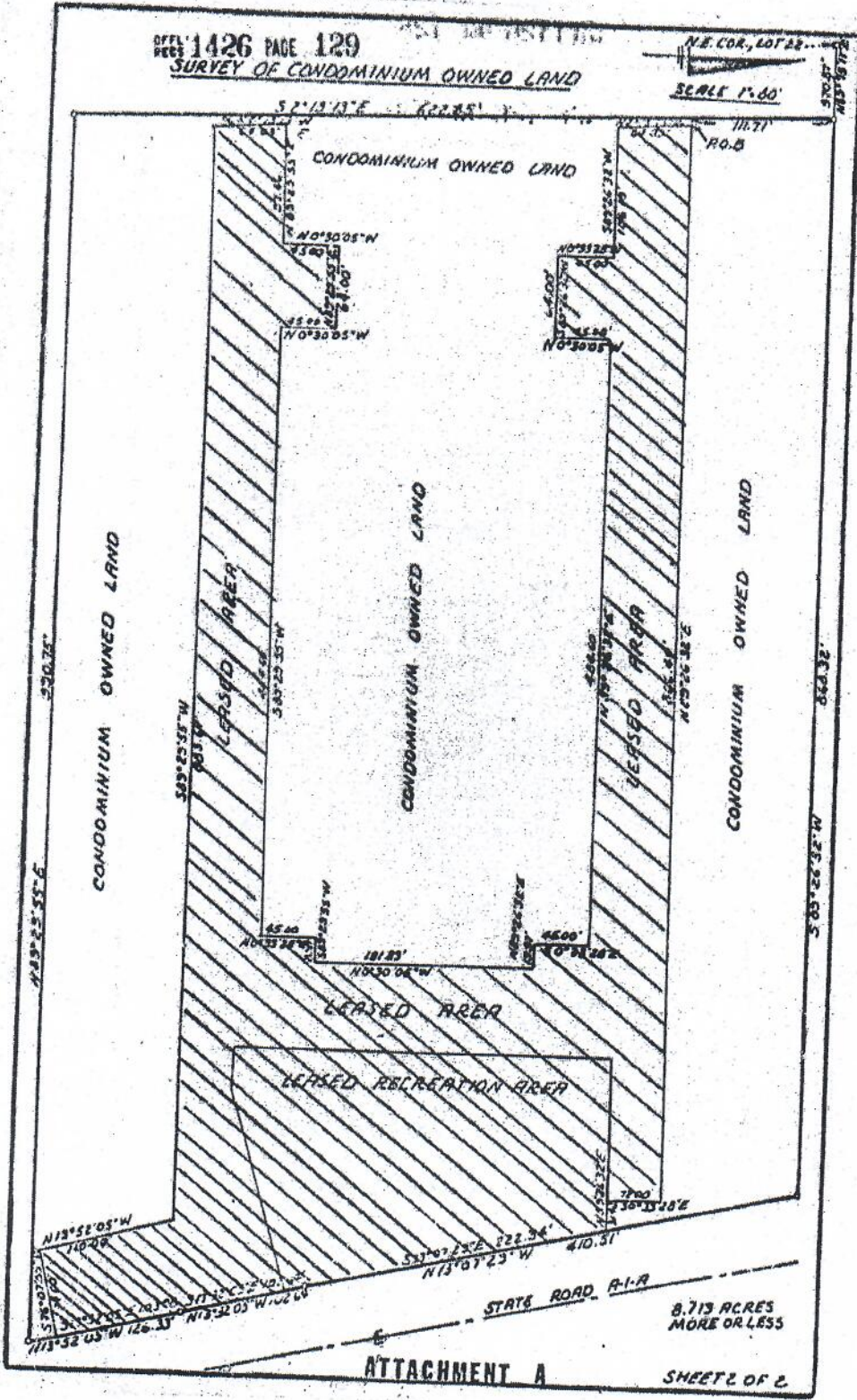
The above described parcel of land contains 8.713 acres more or less.



SURVEY OF CONDOMINIUM OWNED LAND

N.E. COR., LOT 22...

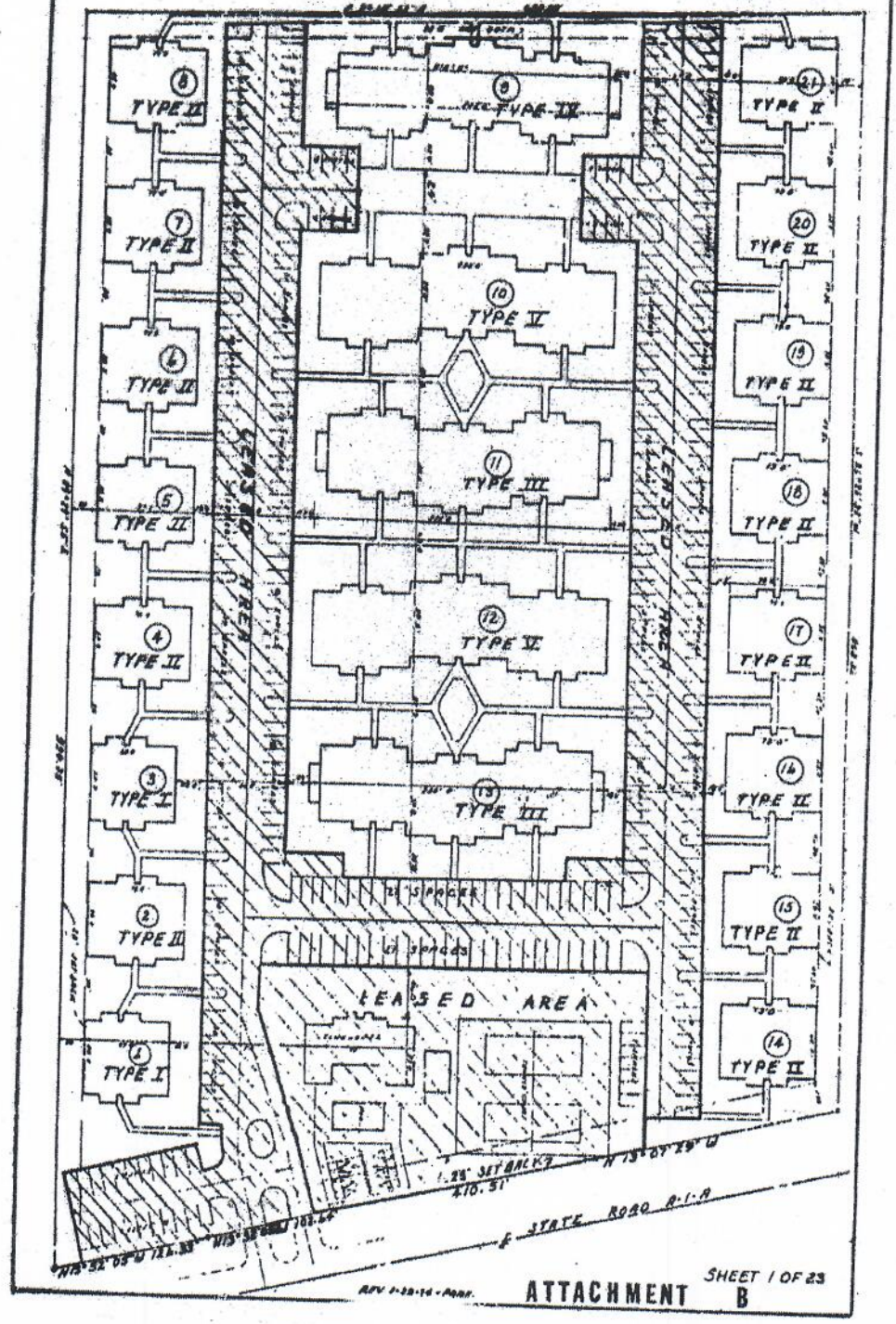
SCALE 1"=80'





1. With the exception of the units shown all improvements are common elements.
2. All improvements shown in the leased area are common elements.

REV 1426 PAGE 130 SCALE 1"=80'

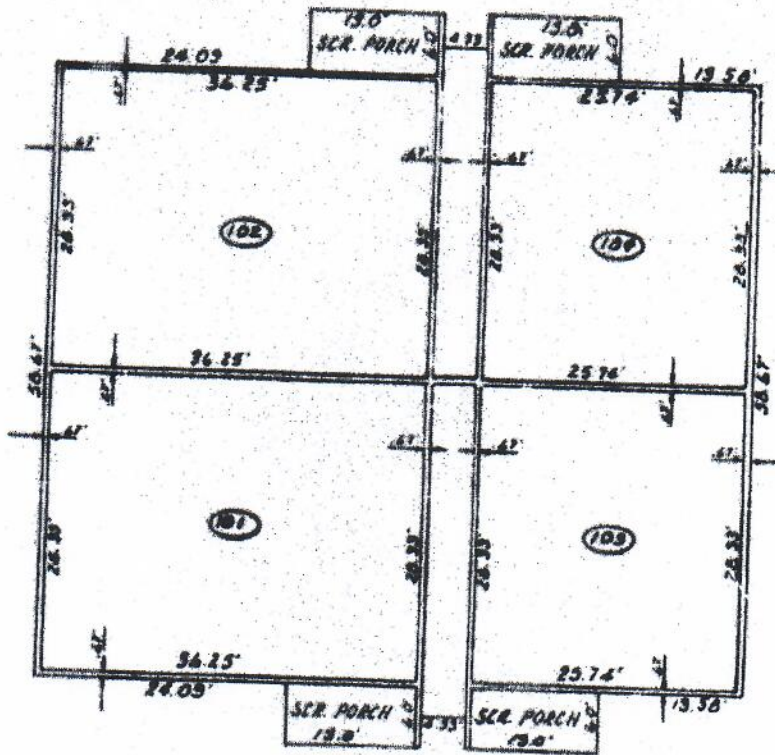




EN 1426 PHE 131

ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF FAIR COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 104 TYPE I BUILDING, THE  
SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



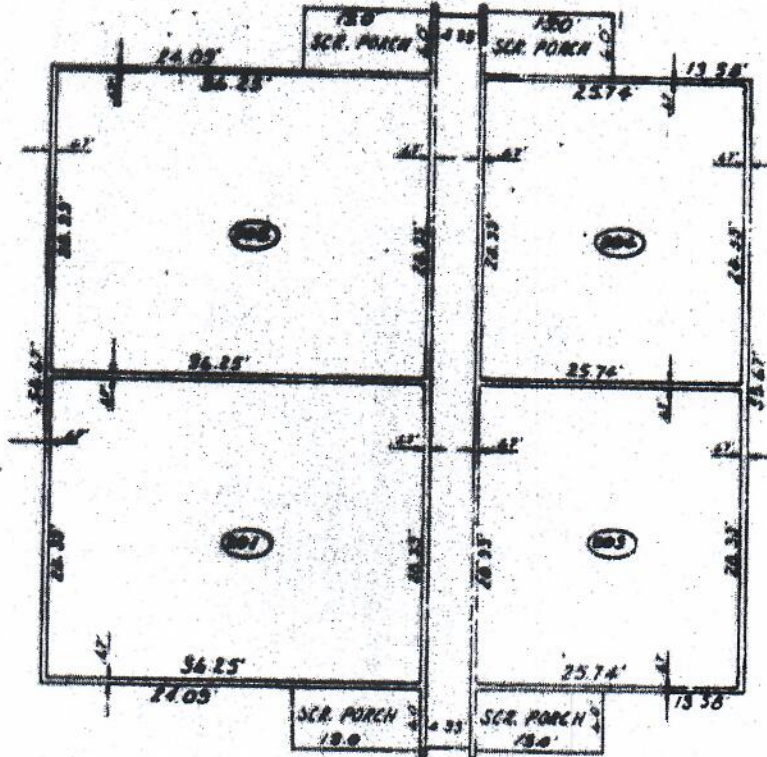
TYPE I BUILDING-FIRST FLOOR

NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION 0'-0"  
1ST FLOOR UNFINISHED CEILING ELEVATION 8'-0"



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PAIR COLONY CLASS CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 204 TYPE I BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE I. BUILDING - 2ND FLOOR

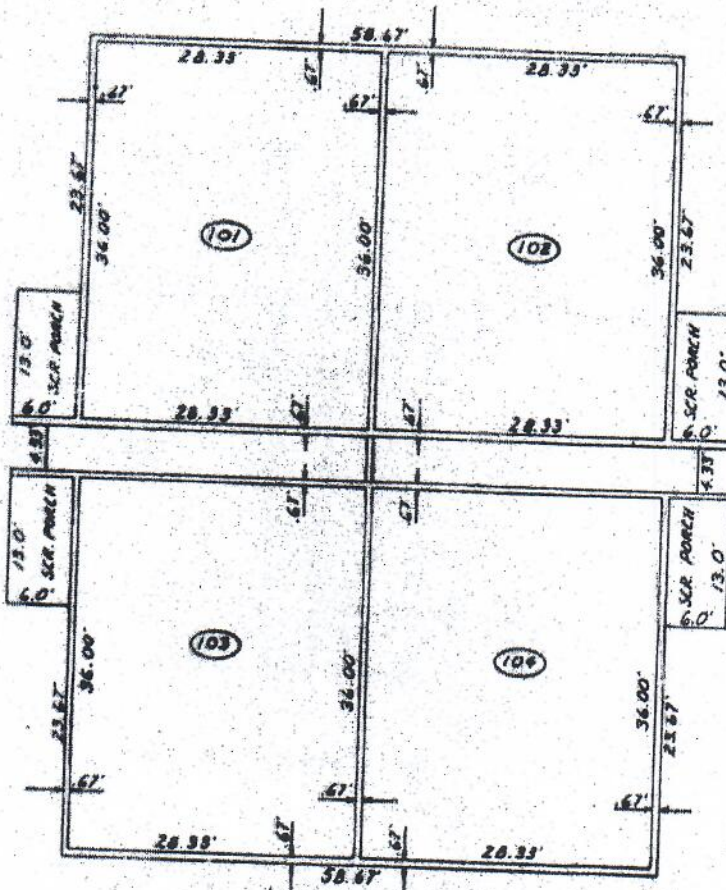
NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION 2' 6"  
2ND FLOOR UNFINISHED CEILING ELEVATION 15' 6"



REC 1426 PAGE 183

ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 104 TYPE II BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



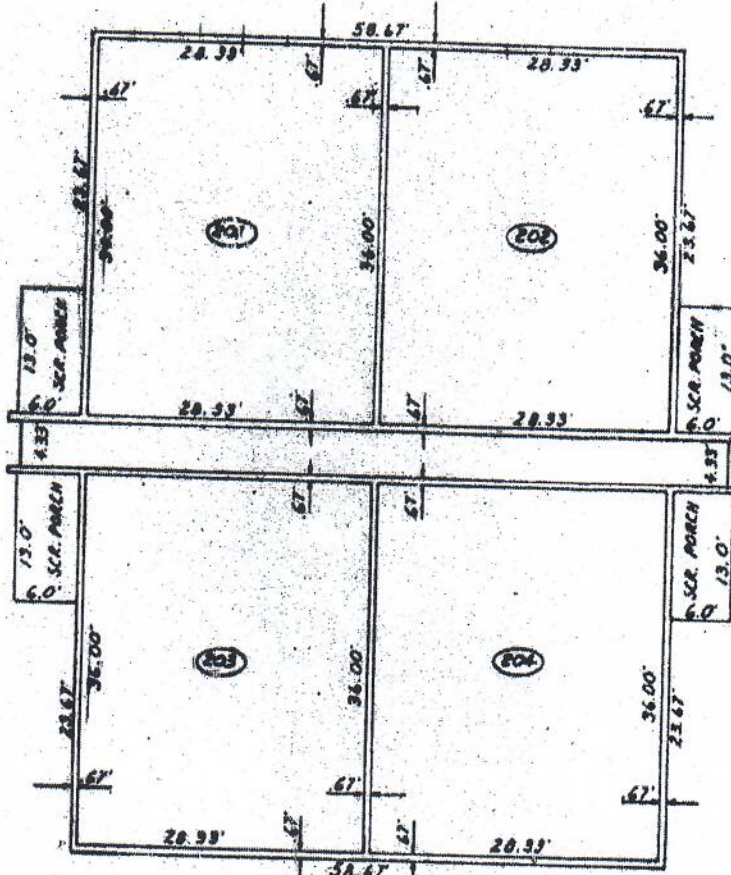
TYPE II BUILDING - 1ST FLOOR

NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION  $0'0''$   
1ST FLOOR UNFINISHED CEILING ELEVATION  $8'0''$



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 204 TYPE II BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



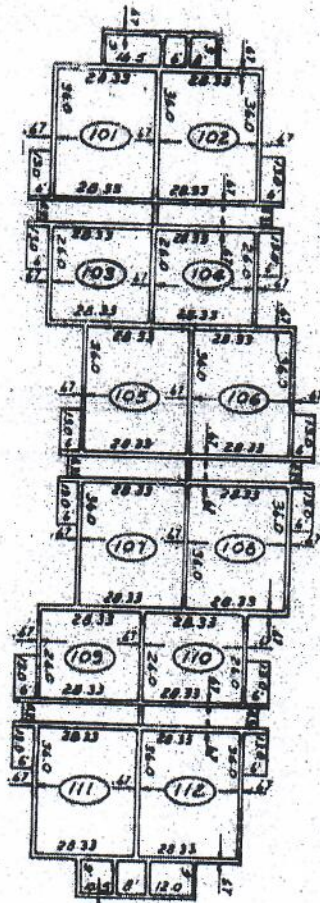
TYPE II BUILDING - 2ND FLOOR

NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION 8'6"  
2ND FLOOR UNFINISHED CEILING ELEVATION 16'6"



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 112 TYPE III BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE III BUILDING - 1ST FLOOR

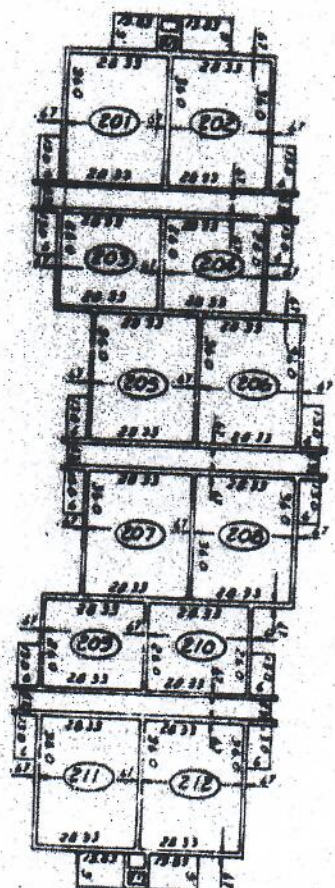
NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION  $0' 0''$   
1ST FLOOR UNFINISHED CEILING ELEVATION  $8' 0''$



REV 1486 PAGE 136

ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 212 TYPE III BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE III BUILDING - 2ND FLOOR

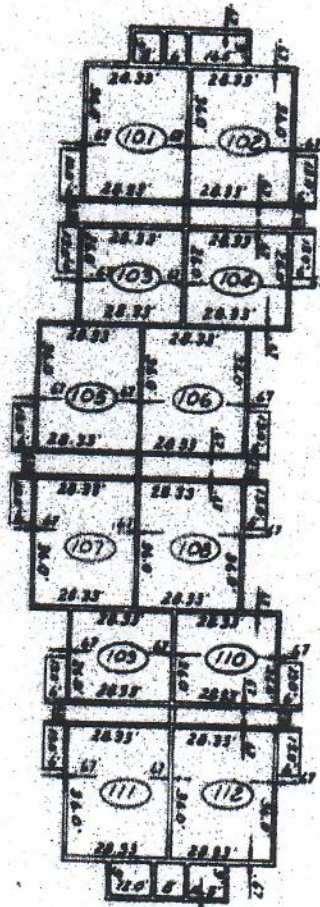
NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION



REV 1426 137

ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 112 TYPE IV BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE IV BUILDING - 1ST FLOOR

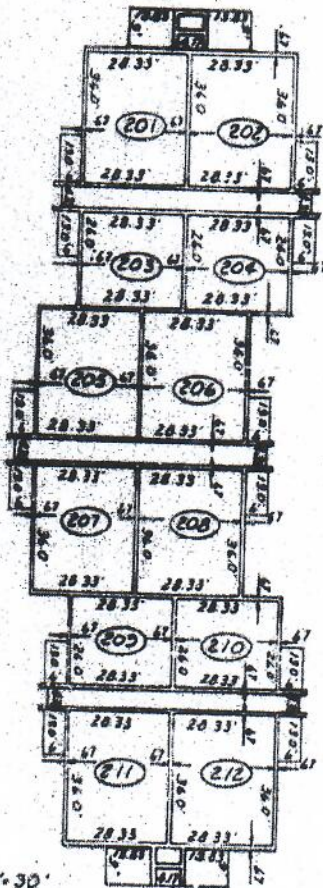
NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION 0'0"  
1ST FLOOR UNFINISHED CEILING ELEVATION 8'0"



DEPT 1486 MAY 1986

ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 212 TYPE IV BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



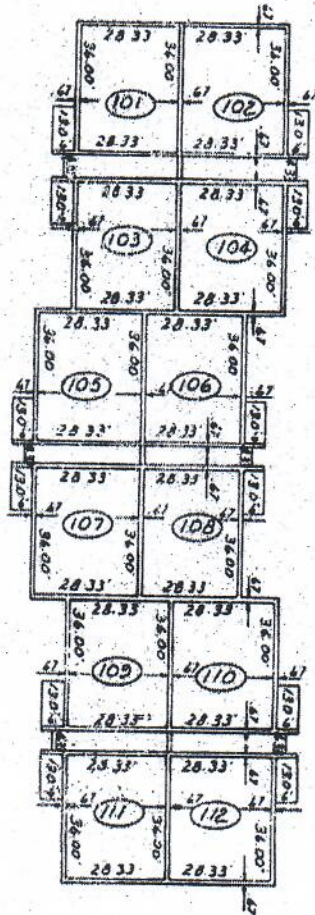
TYPE IV BUILDING - 2ND FLOOR

NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION 8'6"  
2ND FLOOR UNFINISHED CEILING ELEVATION 16'6"



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 112 TYPE V BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE V BUILDING - 1ST FLOOR

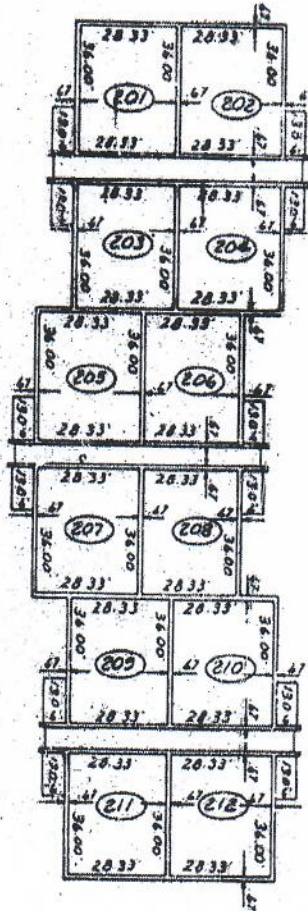
NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION 0'0"  
1ST FLOOR UNFINISHED CEILING ELEVATION 8'0"



REG 1426, PAGE 140

ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 212 TYPE V BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



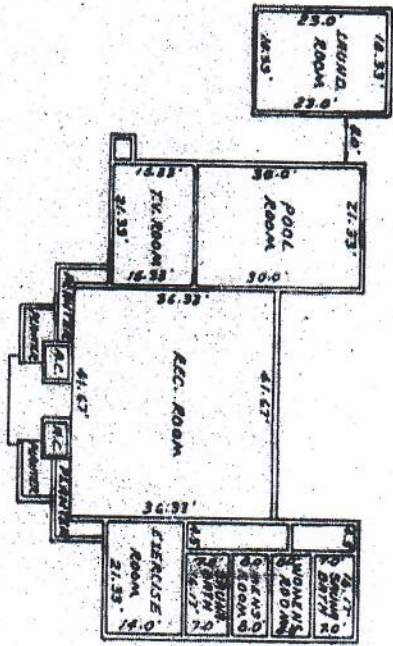
TYPE V BUILDING - 2ND FLOOR

NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION 8'6"  
2ND FLOOR UNFINISHED CEILING ELEVATION 16'6"



PLAN 1426 PAGE 141

ATTACHMENT B, CONTINUED, A PART OF THE  
DECLARATION OF PALM COLONY CLUB CONDOMINIUM



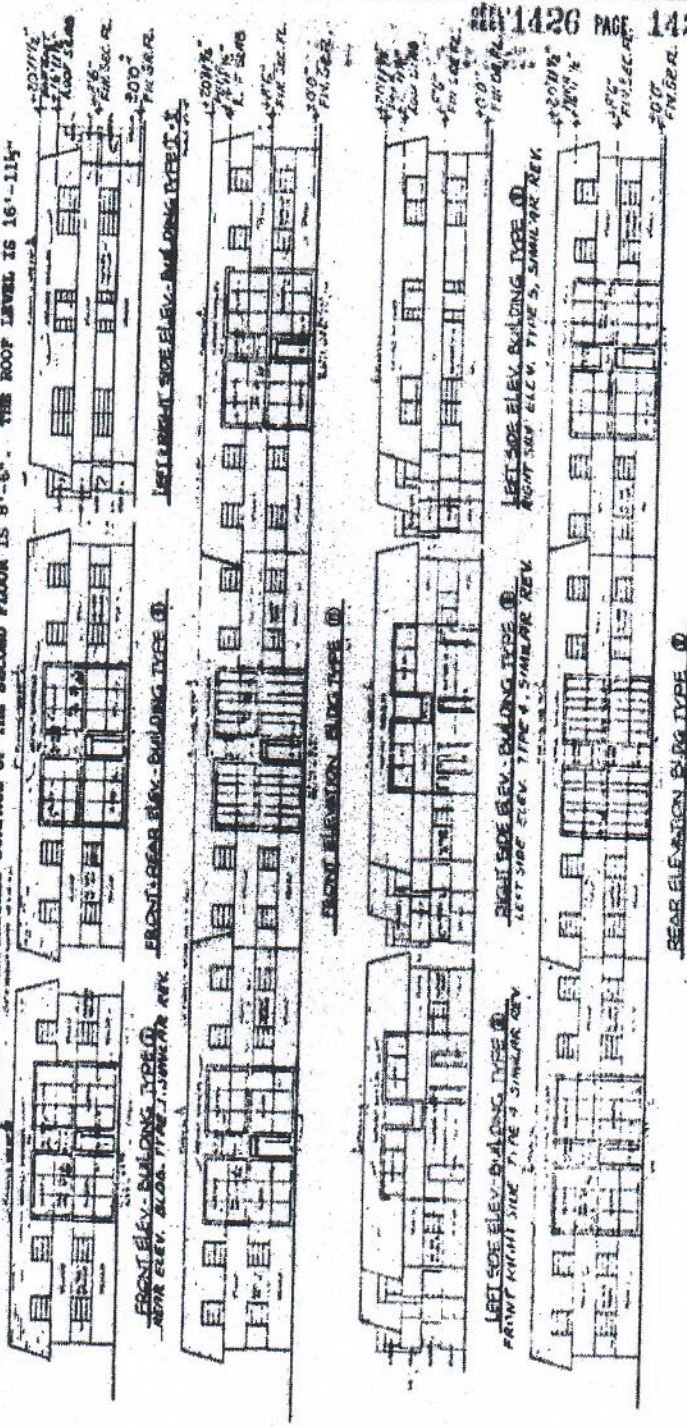
PLAN 1" = 20'

THE CLUB HOUSE SHOWS THE INTERIOR DIMENSIONS, LAUNDRY ROOM,  
POOL ROOM, T.V. ROOM, RECREATION ROOM, EXERCISE ROOM, MEN'S  
AND WOMEN'S ROOM.



ATTACHMENT B, CONTINUED, A PART OF THE DECLARATION OF PALM OCEAN CLUB CONDOMINIUM

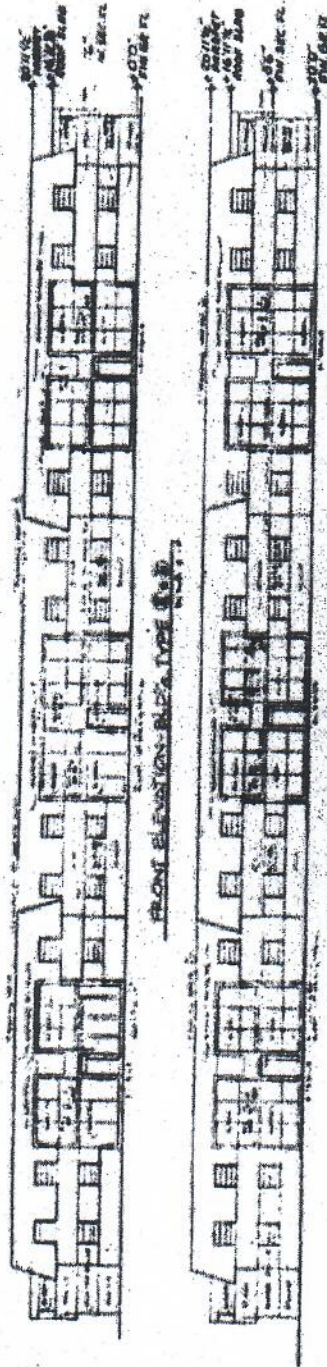
ELEVATIONS OF TWO STORY BUILDINGS  
 THE FRONT, REAR AND SIDE VIEW ELEVATIONS OF THE TWO STORY BUILDINGS, TOGETHER WITH THE HEIGHT ELEVATIONS OF THE TWO STORY BUILDINGS ARE SHOWN. THE UNFINISHED SURFACE OF THE GROUND FLOOR LEVEL IS SHOWN AS 0'-0". ALL FLOORS ARE RELATIVE TO THE GROUND FLOOR. THE UNFINISHED SURFACE OF THE SECOND FLOOR IS 8'-6". THE ROOF LEVEL IS 16'-11 1/2"





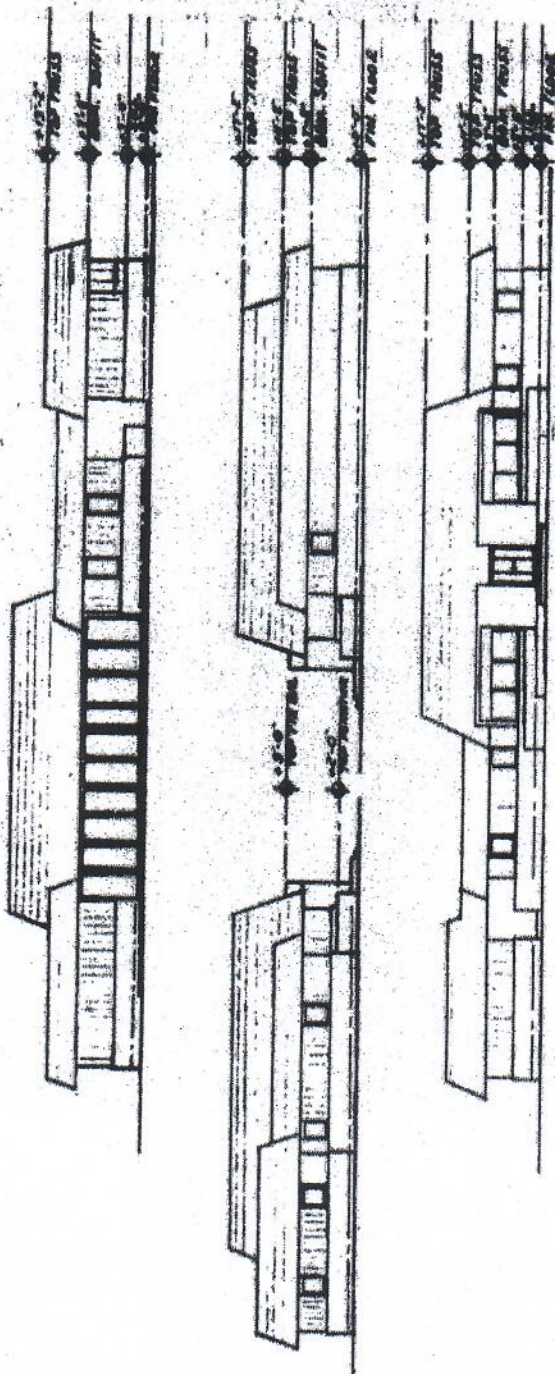
ATTACHMENT 3, CONTINUED. A PART OF THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

ELEVATIONS OF TWO STORY BUILDINGS  
THE FRONT, REAR AND SIDE VIEW ELEVATIONS OF THE TWO STORY BUILDINGS, TOGETHER WITH THE HEIGHT ELEVATIONS OF THE TWO STORY BUILDINGS ARE SHOWN. THE UNFINISHED SURFACE OF THE GROUND FLOOR LEVEL IS SHOWN AS 0'-0". ALL FLOORS ARE RELATIVE TO THE GROUND FLOOR. THE UNFINISHED SURFACE OF THE SECOND FLOOR IS 8'-5". THE ROOF LEVEL IS 16'-11 1/2"





ATTACHMENT 3, COVERED. A PART OF THE DECLARATION OF SALEM COUNTY CLASS COMMITTEE  
ELEVATIONS OF ONE STORY CLASSROOMS



BB 1426



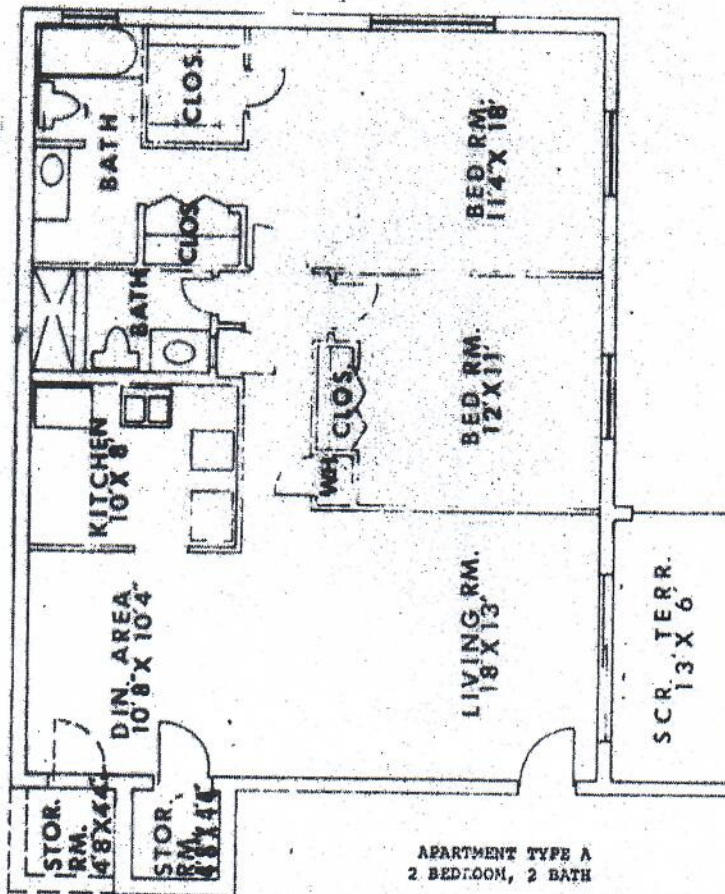
ATTACHMENT 2, CONTINUED, A PART OF  
 THE DECLARATION OF "BARRACQUES" COOR. TERMINATION  
 BUILDING UNFINISHED FLOOR & CEILING ELEVATIONS

NOTE: THE ELEVATIONS SHOWN ON SHEETS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 ARE RELATIVE USING THE FIRST FLOOR AS 0'-0" ELEVATION. THE FOLLOWING TABLE SHOWS THESE TRUE ELEVATIONS BASED ON NATIONAL GEODETIC SURVEY SEA LEVEL DATUM.

BUILDING NO.	1ST FLOOR	CEILING	2ND FLOOR	CEILING
1	16.10	24.10	24.60	32.60
2	15.70	23.70	24.20	32.20
3	15.50	23.50	24.00	32.00
4	15.10	23.10	23.60	31.60
5	14.70	22.70	23.20	31.20
6	14.60	22.60	23.10	31.10
7	14.30	22.30	22.70	30.70
8	14.30	22.30	22.80	30.80
9	13.80	21.80	22.30	30.30
10	14.30	22.30	22.80	30.80
11	14.80	22.80	23.30	31.30
12	15.30	23.30	23.80	31.80
13	16.00	24.00	24.50	32.50
14	16.10	24.10	24.60	32.60
15	15.70	22.70	23.60	31.20
16	15.50	22.50	24.00	32.00
17	15.10	22.10	23.60	31.60
18	14.70	22.70	23.20	31.20
19	14.60	22.60	23.10	31.10
20	14.30	22.30	22.70	30.70
21	14.30	22.30	22.80	30.80



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY ONE CONDOMINIUM

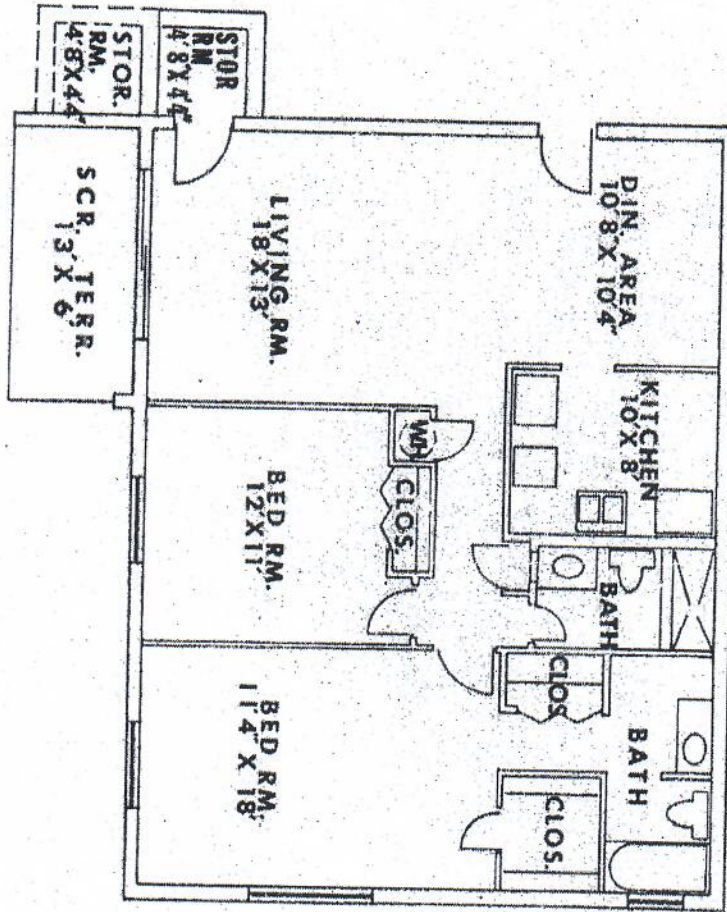


NOTES:

1. SOME FLOOR PLANS WILL BE REVERSED OR A MIRROR IMAGE TO THAT PLAN SHOWN.
2. WINDOWS SHOWN ON COMMON WALL OF MASTER BEDROOM & BATH EXIST ONLY IN END APARTMENTS.
3. STORAGE AREA MAY BE IN EITHER OF TWO LOCATIONS SHOWN. REFER TO "STORAGE AREA LOCATION" TABLE ON PAGE 22 OF 23 ATTACHMENT B.



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM.



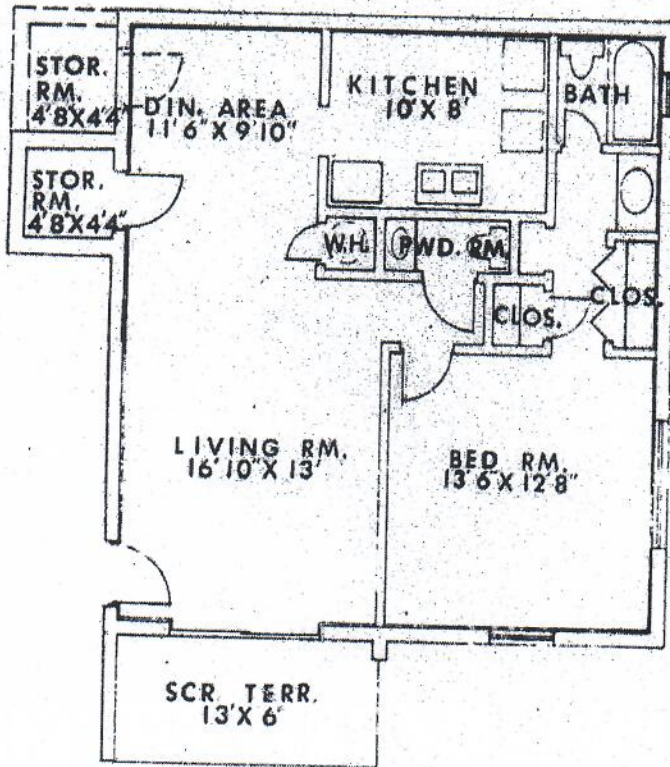
APARTMENT TYPE B  
2 BEDROOM, 2 BATH

NOTES:

1. SOME FLOOR PLANS WILL BE REVERSED OR A MIRROR IMAGE TO THAT PLAN SHOWN.
2. WINDOWS SHOWN ON COMMON WALL OF MASTER BEDROOM & BATH EXIST ONLY IN END APARTMENTS.
3. STORAGE AREA MAY BE IN EITHER OF TWO LOCATIONS SHOWN. REFER TO "STORAGE AREA LOCATION" TABLE ON PAGE 22 OF 23 ATTACHMENT B.



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM



APARTMENT TYPE C  
1 BEDROOM, 1½ BATH

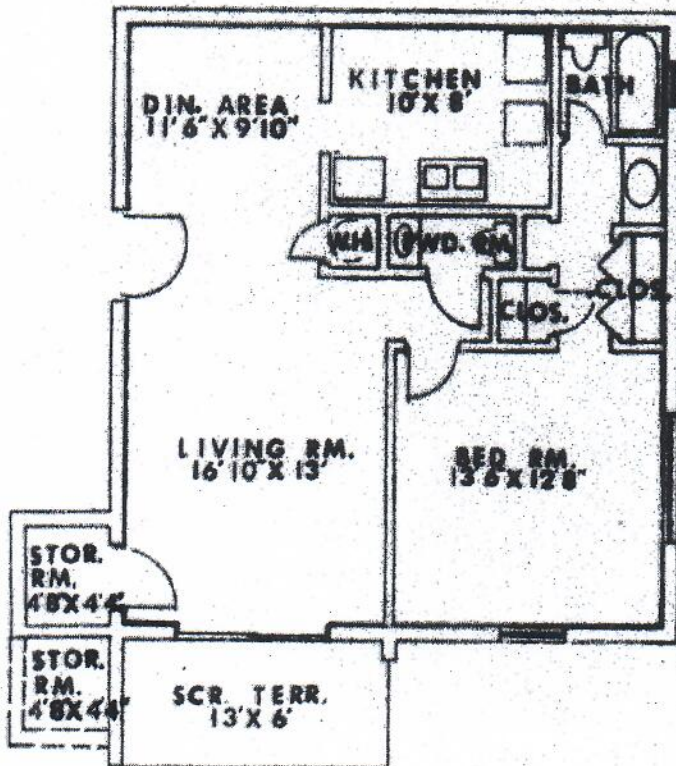
NOTES:

1. SOME FLOOR PLANS WILL BE REVERSED OR A MIRROR IMAGE TO THAT PLAN SHOWN.
2. WINDOWS SHOWN ON COMMON WALL OF MASTER BEDROOM & BATH EXIST ONLY IN END APARTMENTS.
3. STORAGE AREA MAY BE IN EITHER OF TWO LOCATIONS SHOWN. REFER TO "STORAGE AREA LOCATION" TABLE ON PAGE 22 OF 23 ATTACHMENT B.



REV 1426 PAGE 149

ATTACHMENT B, CONTINUED, & PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM



APARTMENT TYPE D  
1 BEDROOM, 1 1/2 BATH

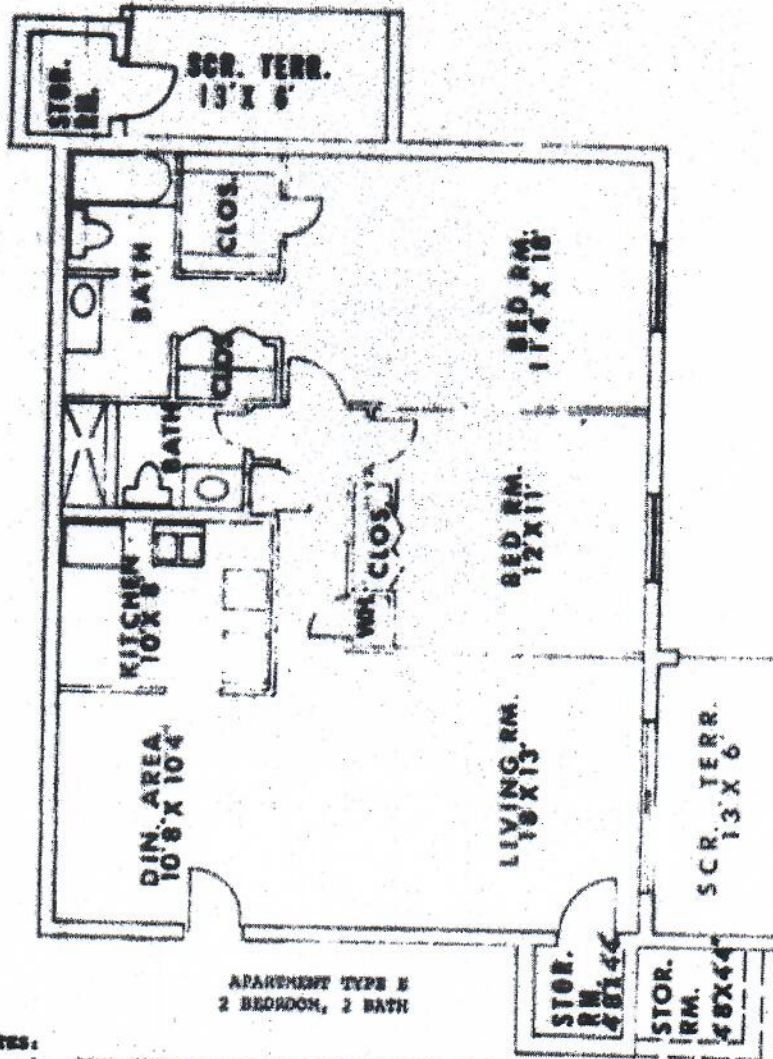
NOTES:

1. SOME FLOOR PLANS WILL BE REVERSED OR A MIRROR IMAGE TO THAT PLAN SHOWN.
2. WINDOWS SHOWN ON COMMON WALL OF MASTER BEDROOM & BATH EXIST ONLY IN END APARTMENTS.
3. STORAGE AREA MAY BE IN EITHER OF TWO LOCATIONS SHOWN. REFER TO "STORAGE AREA LOCATION" TABLE ON PAGE 22 OF 22 ATTACHMENT B.



RD 1426 W/150

ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PAIR CRENSHAW CLUB CONDOMINIUM



APARTMENT TYPE B  
2 BEDROOM, 2 BATH

NOTES:

1. SOME FLOOR PLANS WILL BE REVERSED OR A MIRROR IMAGE TO THAT PLAN SHOWN.
2. WINDOWS SHOWN ON COMMON WALL OF MASTER BEDROOM & BATH EXIST ONLY IN END APARTMENTS.
3. STORAGE AREA MAY BE IN EITHER OF TWO LOCATIONS SHOWN, REFER TO "STORAGE AREA LOCATION" TABLE ON PAGE 22 OF 53 ATTACHMENT B.



**NO. 1000 W/ 151**

**ATTACHMENT B  
STORAGE AREA LOCATION**

**TYPE A FLOOR PLAN**

Storage Room-Solid Lines		Storage Room-Dashed Lines	
Slip. No.	Apt. No.	Slip. No.	Apt. No.
1,2	102	1,2	101
2,3-9,10-21	102,103	2,3-9,10-21	101,104
9	101,104,107,111	9	102,103,108,112
10,12	101,103,106	10,12	101,104,105
	102,110,113		109,109,112
11,13	102,104,107,112	11,13	101,103,104,111

See Sheet 17 of 23

**TYPE B FLOOR PLAN**

Storage Room-Solid Lines		Storage Room-Dashed Lines	
Slip. No.	Apt. No.	Slip. No.	Apt. No.
1,2	202	1,2	201
2,3-9,10-21	202,203	2,3-9,10-21	201,204
9,11,13	201,207	9,11,13	201,204
10,12	201,203,206	10,12	201,204,205
	202,210,213		209,209,212

See Sheet 18 of 23

**TYPE C FLOOR PLAN**

Storage Room-Solid Lines		Storage Room-Dashed Lines	
Slip. No.	Apt. No.	Slip. No.	Apt. No.
1,2	102	1,2	101
9	104,110	9	101,109
12,13	103,109	11,13	104,110

See Sheet 19 of 23



APPENDIX B  
STORAGE AREA LOCATION

HP 1486 PAGE 152

TYPE B FLOOR PLAN

Storage Room-Solid Lines		Storage Room-Dashed Lines	
Blkg. No.	Apt. No.	Blkg. No.	Apt. No.
1,3	203	1,3	204
9,11,13	203,210	9,11,13	204,209

See Sheet 20 OF 23

TYPE V FLOOR PLAN

Storage Room-Solid Lines		Storage Room-Dashed Lines	
Blkg. No.	Apt. No.	Blkg. No.	Apt. No.
9,11,13	202,212	9,11,13	201,212

See Sheet 21 OF 23



37,000  
RECEIVED  
OFFICE OF THE  
CLERK OF THE  
COURT  
BREVARD COUNTY  
FLORIDA  
NOV 17 1986

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
PALM COLONY CLUB CONDOMINIUM

THIS AMENDMENT to Declaration of Condominium of Palm Colony Club Condominium is entered into this 17th day of October, 1986.

WHEREAS, the Declaration of Condominium of Palm Colony Club Condominium was filed on March 13, 1974, in Official Records Book 1426 at Pages 88 through 226 of the Public Records of Brevard County, Florida; and

WHEREAS, certain amended condominium documents were filed with and approved by the Bureau of Condominiums on or before November 1, 1978, enabling the developer to reduce the number of one bedroom and increase the number of two bedroom units in order to complete the construction of the condominium project; and

WHEREAS, through administrative oversight, said amendments to the Declaration of Condominium were not prepared and recorded reflecting such approved change; and

WHEREAS, the Board of Directors of Palm Colony Club Condominium now desires to amend the Declaration of Condominium to include the approved changes;

NOW THEREFORE, the Declaration of Condominium of Palm Colony Club Condominium is hereby amended as follows:

1. Paragraph V of the Declaration of Condominium for Palm Colony Club Condominium is hereby amended as shown on the attached amended Paragraph V, identified as Exhibit "A" and incorporated herein by this reference.
2. Attachment B to the Declaration of Condominium of Palm Colony Club Condominium is hereby amended as shown on composite Exhibit "B" attached hereto and incorporated herein by this reference, consisting of revised sheet 1 of 25; revised sheet 8 of 25; revised sheet 9 of 25; new sheet 24 of 25; and new sheet 25 of 25.

*Witness to  
Amended text  
23/2 S. B. Burchett Sr.  
Melbourne FL 32901*

*This instrument was prepared by  
Lynne R. Thompson Esq  
180 S. Apollo Blvd  
Melbourne FL 32901*

STURMS, KRASNY,  
FORMILE & DETTMER,  
P. A.  
ATTORNEYS AT LAW  
180 SOUTH APOLLO BLVD  
MELBOURNE, FLORIDA  
32901  
(305) 723-8848

269783

86 DEC -5 PM 3:24

OFF. REC.  
2753

PAGE  
2123



3. Except as expressly amended herein, all of the remaining terms and conditions of the Declaration of Condominium of Palm Colony Club Condominium shall continue to remain in full force and effect.

4. This amendment was approved by an affirmative vote of the directors of the Palm Colony Club Condominium Association, Inc.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

*James M. Meints*

*[Signature]*  
President

*William D. Horvath*

Attest: *[Signature]*  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day in the County and State aforesaid, before me, an officer duly authorized and acting, personally appeared Jay B. Conn Asst. and Billy D. Maybee, as President and Secretary of PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., duly known as the persons who signed the foregoing instrument as their free act and deed as such officers for the uses and purposes therein mentioned; and they then affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of October 1986.

*William D. Horvath*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 29, 1985  
BONDED THROUGH MURPHY ASSURANCE CO.

STORMS, KRASNY,  
ORMILE & DETTMER,  
P. A.  
ATTORNEYS AT LAW  
SOUTH APOLLO BLVD  
MELBOURNE, FLORIDA  
32901  
(305) 723-5548

OFF. REC.  
2753

2

PAGE  
2124



AMENDED PARAGRAPH V, Page 3 and 4

of the

DECLARATION OF CONDOMINIUM

of

PALM COLONY CLUB CONDOMINIUM

V. IDENTIFICATION OF CONDOMINIUM UNITS:

This condominium shall have a total of two-hundred forty-eight (248) condominium units. There shall be sixteen (16) two-story, eight (8) unit buildings, and five (5) two-story, twenty-four (24) unit buildings. The buildings shall be numbered sequentially one (1) through twenty-one (21). Buildings 1 and 3 have four (4) two bedroom, two bath apartments and four (4) one bedroom, one and one half bath apartments; Buildings numbered 2, 4, 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, and 21 have eight (8) two bedroom, two bath apartments; Buildings 9, 10, 11, and 12 each have twenty-four (24) two bedroom, two bath apartments; and Buildings numbered ~~9, 11, and 13~~ each have ~~sixteen~~ sixteen (16) two bedroom, two bath apartments and eight (8) one bedroom, one and one half bathroom apartments. Buildings numbered 1, 2, 3, 4, 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, and 21 each have four (4) apartments on the first floor and four (4) apartments on the second floor. Buildings 9, 10, 11, 12, and 13 each have twelve (12) apartments on the first floor and twelve (12) apartments on the second floor. The apartments on each floor are numbered sequentially. Each apartment number is prefaced by the buildings

Exhibit "A"

OFF. REC.  
2753

PAGE  
2125



number, as for example, apartments on the first floor in building five (5) are numbered: 5-101; 5-102; 5-103; and 5-104: Apartments on the second floor in building sixteen (16) are numbered: 16-201; 16-202; 16-203; and 16-204: Apartments on the second floor of building eleven (11) are numbered: 11-201; 11-202; 11-203; 11-204; 11-205; 11-206; 11-207; 11-208; 11-209; 11-210; 11-211; and 11-212. The specific location of each apartment in each building is shown on Attachment "B" to the Declaration of Condominium.

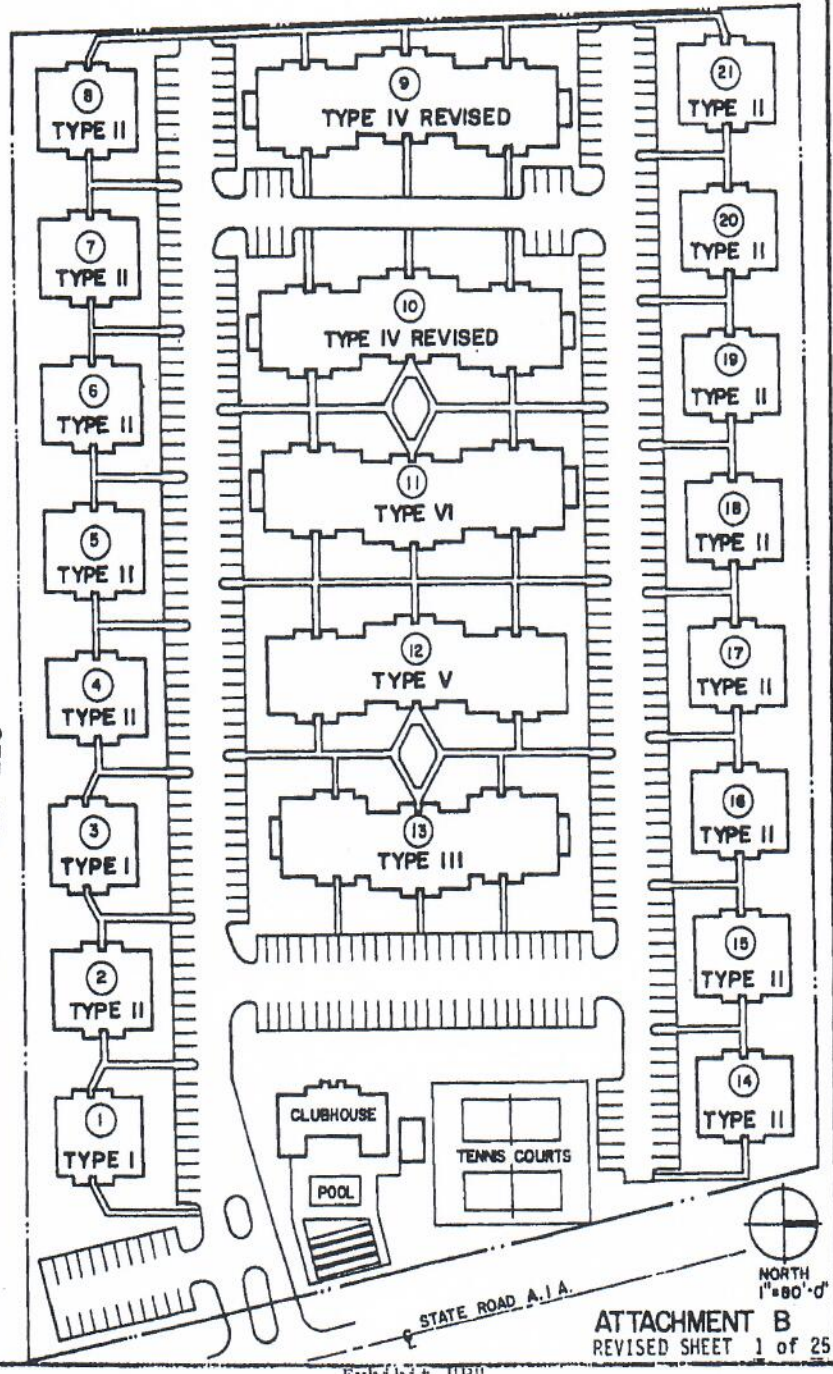
No condominium unit shall ever bear a number identical with another condominium unit.

OFF. REC.  
2753

PAGE  
2126



With the exception of the units shown all improvements are common elements.



OFF. REC.  
2753

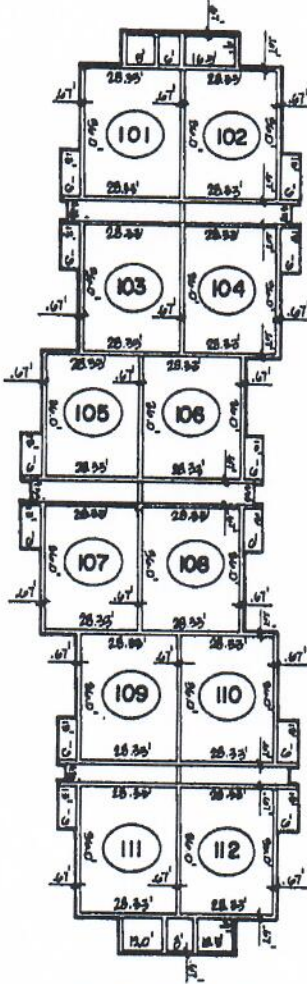
PAGE  
2127

Exhibit "B"



ATTACHMENT B, CONTINUED, A PART OF  
 THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 112 TYPE IV REVISED BUILDING,  
 THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE IV REVISED BUILDING - FIRST FLOOR

NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION 0'0"  
 1ST FLOOR UNFINISHED CEILING ELEVATION 8'0"

OFF. REC.

PAGE

2753

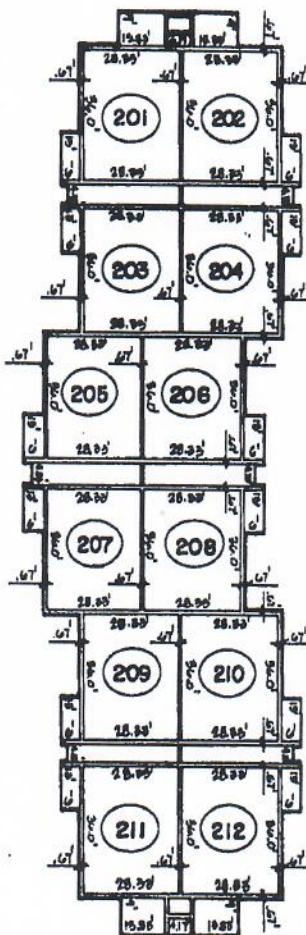
2128

REVISED SHEET 8 of 25



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 212 TYPE IV REVISED BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE IV REVISED BUILDING - SECOND FLOOR

NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION 8'6"  
2ND FLOOR UNFINISHED CEILING ELEVATION 16'6"

OFF. REC.  
2753

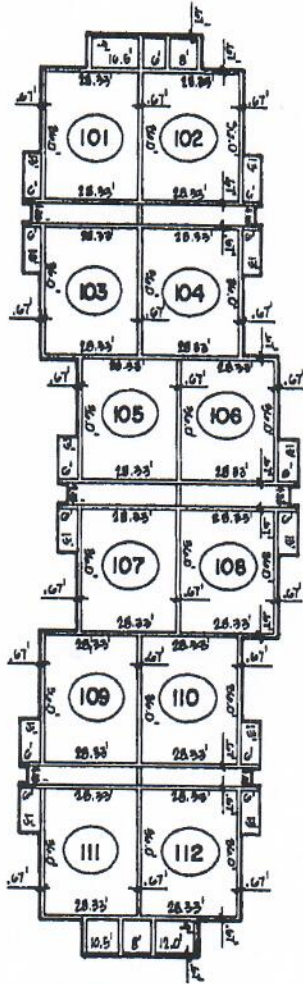
PAGE  
2129

REVISED SHEET 9 of 25



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 112 TYPE VI BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE VI BUILDING - FIRST FLOOR

NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION 0'0"  
1ST FLOOR UNFINISHED CEILING ELEVATION 8'0"

OFF. REC.  
2753

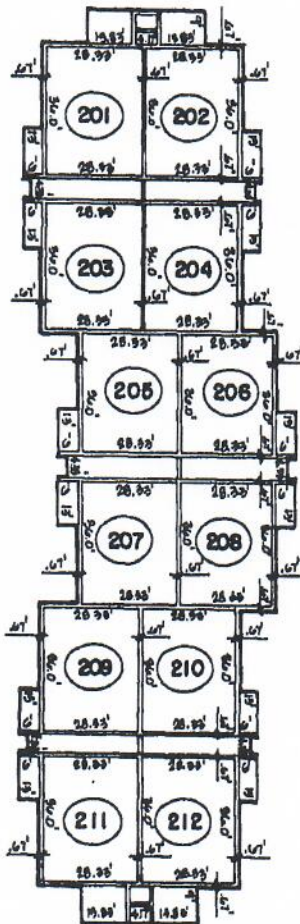
PAGE  
2130

NEW SHEET . 24 of 25



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 212 TYPE VI BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE VI BUILDING - SECOND FLOOR

NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION  $\frac{8'6''}{}$   
2ND FLOOR UNFINISHED CEILING ELEVATION  $\frac{16'6''}{}$

OFF. REC.

PAGE

2131

NEW SHEET

25 of 25

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the foregoing is a true copy of  
the original filed in this office and may contain redactions  
as required by law.

SCOTT ELLIS, Clerk of the Circuit Court

Date 4-25-18





THIS DOCUMENT IS BEING RE-RECORDED TO INCLUDE ATTACHMENT ORIGINALLY INTENDED AND MENTIONED IN BODY OF THIS DOCUMENT.

CERTIFICATE

RETURN TO  
AMERICAN TITLE INSURANCE COMPANY  
2312 S. BABCOCK STREET  
MELBOURNE, FLORIDA 32901

THIS IS TO CERTIFY THAT

1. The attached writing is a true copy of a resolution amending the declaration of condominium of Palm Colony Club Condominium, a condominium, according to the Declaration of Condominium recorded in Official Records Book 1426 at Pages 88 through 226 of the Public Records of Brevard County, Florida, which resolution was duly adopted by 85 % or more of the Directors of Palm Colony Club Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at a meeting held on October 27, 1986 and duly adopted by 82 % or more of the membership of the Association at a meeting duly held on November 17, 1986, in accordance with the requirements of the declaration of condominium for its amendment.

2. The adoption of the resolution appears upon the minutes of the above-mentioned meetings and is unrevoked.

EXECUTED at Judalantic, Florida, November 17, 1986

Witnesses:

PALM COLONY CLUB CONDOMINIUM  
ASSOCIATION, INC.

Billy D. Mayhew  
does minute

By: [Signature]  
President

Attest: [Signature]  
Secretary

REC. FEE \$ 41.00  
DOC ST. \$  
INT TAX \$  
SER CHG \$  
REFUND \$  
REC'D PAYMENT AS  
INDICATED FOR CLASS  
TO RECORDED IN  
STAMP - 2001 - 10001  
See Official Certificate for Fees, etc.

*This instrument was prepared by  
Lynne R. Thompson Esq  
780 S. Aguilera Blvd  
Melbourne FL 32901*

OFF. REC.  
Subscribed and sworn to before  
me on November 17, 1986. 2759

[Signature]  
NOTARY PUBLIC, State of Florida

My commission expires: May 30, 1990

PAGE  
330 2780

OFF. REC.  
2753

PAGE  
2132

278978

86 DEC 27 PM 2:27 69784

86 DEC -5 PM 3:24



AMENDED PARAGRAPH V, Page 3 and 4

of the

DECLARATION OF CONDOMINIUM

of

PALM COLONY CLUB CONDOMINIUM

V. IDENTIFICATION OF CONDOMINIUM UNITS:

This condominium shall have a total of two-hundred forty-eight (248) condominium units. There shall be sixteen (16) two-story, eight (8) unit buildings, and five (5) two-story, twenty-four (24) unit buildings. The buildings shall be numbered sequentially one (1) through twenty-one (21). Buildings 1 and 3 have four (4) two bedroom, two bath apartments and four (4) one bedroom, one and one half bath apartments; Buildings numbered 2, 4, 5, 7, 8, 14, 15, 16, 17, 18, 19, 20, and 21 have eight (8) two bedroom, two bath apartments; Buildings 9, 10, 11, and 12 each have twenty-four (24) two bedroom, two bath apartments; and Buildings numbered ~~9, 11, and 13~~ each ~~have has~~ sixteen (16) two bedroom, two bath apartments and eight (8) one bedroom, one and one half bathroom apartments. Buildings numbered 1, 2, 3, 4, 5, 6, 7, 8, 14, 15, 16, 17, 18, 19, 20, and 21 each have four (4) apartments on the first floor and four (4) apartments on the second floor. Buildings 9, 10, 11, 12, and 13 each have twelve (12) apartments on the first floor and twelve (12) apartments on the second floor. The apartments on each floor are numbered sequentially. Each apartment number is prefaced by the buildings

2759

2781

OFF. REC. PAGE

Exhibit "A"

OFF. REC.

PAGE

2753

2133



number, as for example, apartments on the first floor in building five (5) are numbered: 5-101; 5-102; 5-103; and 5-104: Apartments on the second floor in building sixteen (16) are numbered: 16-201; 16-202; 16-203; and 16-204: Apartments on the second floor of building eleven (11) are numbered: 11-201; 11-202; 11-203; 11-204; 11-205; 11-206; 11-207; 11-208; 11-209; 11-210; 11-211; and 11-212. The specific location of each apartment in each building is shown on Attachment "B" to the Declaration of Condominium.

No condominium unit shall ever bear a number identical with another condominium unit.

OFF. REC.  
275,9

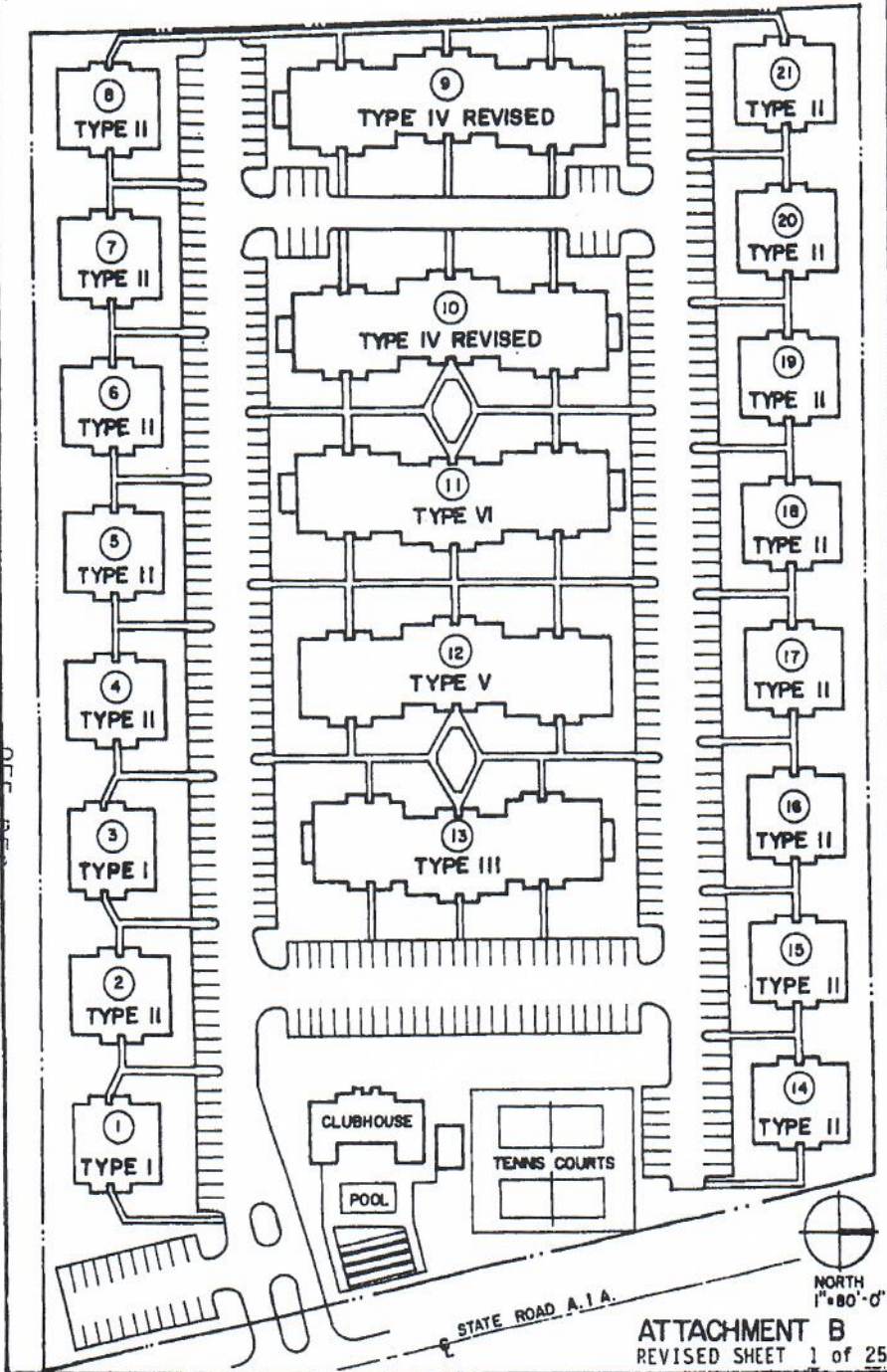
PAGE  
278,2

OFF. REC.  
2753

PAGE  
2134



With the exception of the units shown all improvements are common elements.



OFF. REC.  
2759

PAGE  
2783

OFF. REC.  
2753

PAGE  
2135

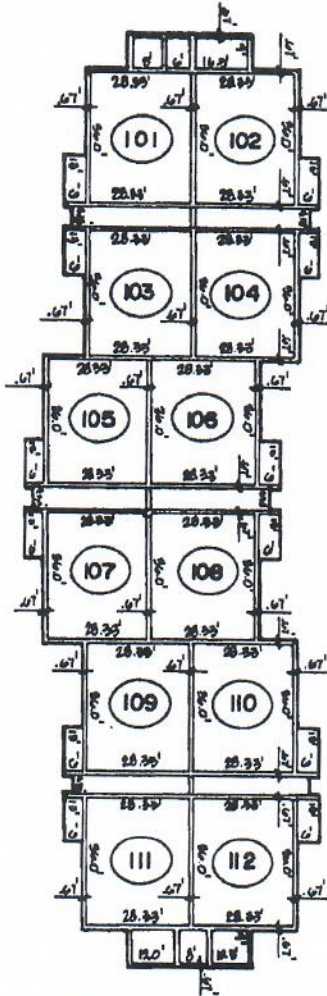
Exhibit "B"

ATTACHMENT B  
REVISED SHEET 1 of 25



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 112 TYPE IV REVISED BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE IV REVISED BUILDING - FIRST FLOOR

NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION 0'0"  
1ST FLOOR UNFINISHED CEILING ELEVATION 8'0"

OFF. REC.  
2759

PAGE  
2784

OFF. REC.  
2753

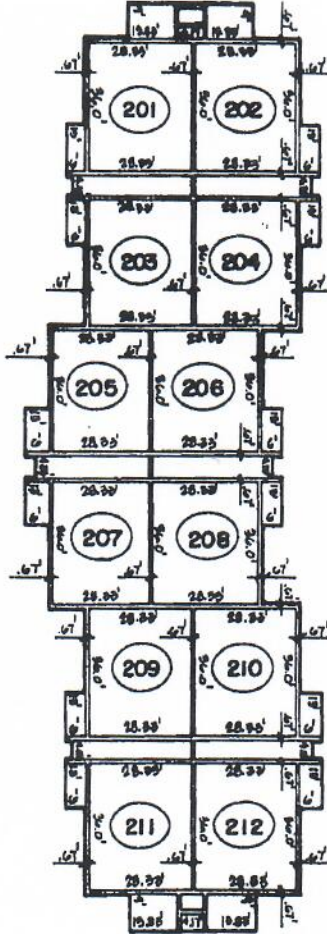
PAGE  
2136

REVISED SHEET 8 of 25



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 212 TYPE IV REVISED BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



**TYPE IV REVISED BUILDING - SECOND FLOOR**

NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION 8'6"  
2ND FLOOR UNFINISHED CEILING ELEVATION 16'6"

OFF. REC.  
2759

PAGE  
2785

OFF. REC.  
2753

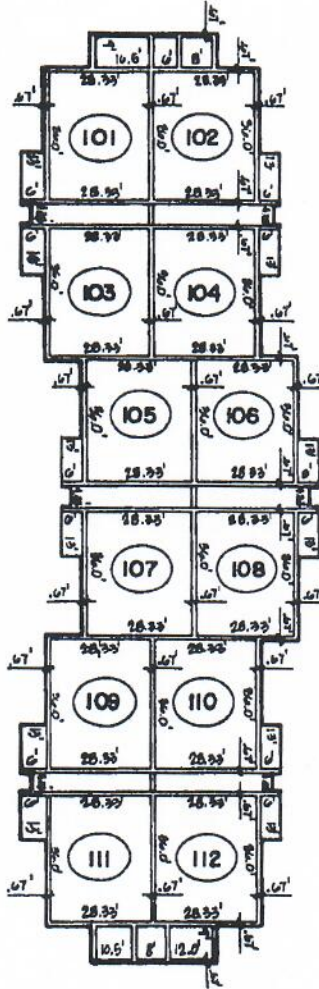
PAGE  
2137

REVISED SHEET 9 of 25



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 101 THROUGH 112 TYPE VI BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



**TYPE VI BUILDING - FIRST FLOOR**

NOTE: 1ST FLOOR UNFINISHED FLOOR ELEVATION  $\frac{0'0''}{8'0''}$   
1ST FLOOR UNFINISHED CEILING ELEVATION

OFF. REC.  
2759

PAGE  
2786

OFF. REC.  
2753

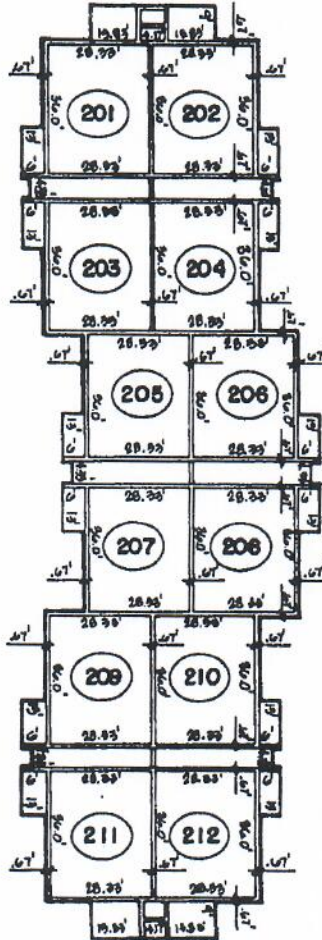
PAGE  
2138

NEW SHEET . 24 of 25



ATTACHMENT B, CONTINUED, A PART OF  
THE DECLARATION OF PALM COLONY CLUB CONDOMINIUM

NOTE: THIS ATTACHMENT SHOWS UNITS 201 THROUGH 212 TYPE VI BUILDING,  
THE SCREENED PORCH OF EACH UNIT AND THE COMMON CORRIDOR.



TYPE VI BUILDING - SECOND FLOOR

NOTE: 2ND FLOOR UNFINISHED FLOOR ELEVATION 8'6"  
2ND FLOOR UNFINISHED CEILING ELEVATION 16'6"

OFF. REC.  
2759

PAGE  
2787

OFF. REC.  
2753

PAGE  
2139

NEW SHEET 25 of 25

AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF  
PALM COLONY CLUB CONDOMINIUM

THIS AMENDMENT to Declaration of Condominium of Palm Colony Club Condominium is entered into this 17th day of November, 1986.

WHEREAS, the Declaration of Condominium of Palm Colony Club Condominium was filed on March 13, 1974, in Official Records Book 1426 at Pages 88 through 226 of the Public Records of Brevard County, Florida; and

WHEREAS the membership of the Palm Colony Club Condominium Association, Inc. has approved the following amendments to said document.

NOW THEREFORE, the Declaration of Condominium of Palm Colony Club Condominium is hereby amended as follows:

1. Paragraph V of the Declaration of Condominium for Palm Colony Club Condominium is hereby amended as shown on the attached amended Paragraph V, identified as Exhibit "A" and incorporated herein by this reference.

2. Attachment B to the Declaration of Condominium of Palm Colony Club is hereby amended as shown on composite Exhibit "B" attached hereto and incorporated herein by this reference, consisting of revised sheet 1 of 25; revised sheet 8 of 25; revised sheet 9 of 25; new sheet 24 of 25; and new sheet 25 of 25.

3. Except as expressly amended herein, all of the remaining terms and conditions of the Declaration of Condominium of Palm Colony Club Condominium shall continue to remain in full force and effect.

STORMS, KRASNY,  
NORMILE & DETTMER,  
P. A.  
ATTORNEYS AT LAW  
780 SOUTH APOLLO BLVD  
MELBOURNE, FLORIDA  
32901  
(305) 723-8848

OFF. REC.  
2759

PAGE  
2788



IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the day first above written.

Signed, sealed and delivered in the presence of:

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

Billy D. Maybee

[Signature]  
President

Loris Monte

Attest [Signature]  
Asst. Secretary

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day in the County and State aforesaid, before me, an officer duly authorized and acting, personally appeared Jay B. Cenna & Stan Beaver and as of PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., duly known as the persons who signed the foregoing instrument as their free act and deed as such officers for the uses and purposes therein mentioned; and they then affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 17<sup>th</sup> day of November, 1986.

[Signature]  
Notary Public

My Commission Expires: May 30, 1990

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.  
SCOTT ELLIS, Clerk of the Circuit Court

Date 4-25-18 By [Signature]



STORMS, KRASNY,  
NORMILE & DETTMER,  
P. A.  
ATTORNEYS AT LAW  
780 SOUTH APOLLO BLVD.  
MELBOURNE, FLORIDA  
32901  
(305) 723-8846

OFF. REC.  
2759

PAGE  
2789

RECORDS: 9100  
 DEEDS: 9100  
 PLANS: 9100  
 RETURNS: 9100  
 AMENDMENT TO DECLARATION OF CONDOMINIUM  
 OF PALM COLONY CLUB CONDOMINIUM  
 BOOK 1426 PAGE 88

The second paragraph of ARTICLE IX-AMENDMENT TO DECLARATION OF CONDOMINIUM of the Declaration of Condominium is amended as follows:

This Declaration may be amended only by an affirmative vote at any regular or special meeting of the unit owners of this condominium of sixty per cent (60%) of all unit owners in the Condominium Association. No amendment, addition, alteration or modification shall change any condominium unit's proportion of the share of the common elements, common expenses, common surplus, or voting rights unless the same, being submitted at an annual meeting of the members, one hundred per cent (100%) vote approval of all condominium unit owners in the condominium project was obtained. All amendments shall be executed by the President and Secretary of the Condominium Association only, and shall be evidenced by a certificate executed with the formalities of a deed in proper form for recording, and shall include the recording date identifying the Declaration. The same shall be recorded in the Public Records of Brevard County, Florida, according to law. It shall be unnecessary for individual condominium unit owners to execute the amending instrument.

RECORD AND RETURN TO:  
 CLARK and BURGER  
 Attorneys At Law  
 1901-6 Hwy. A1A  
 Indian Harbour Beach, Fla. 32937

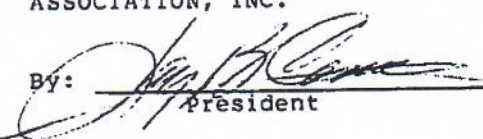
353705

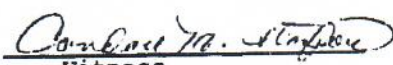
87 JUN -4 AM 10:12

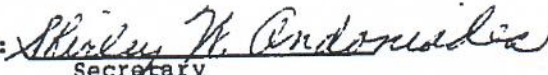
IN WITNESS WHEREOF the undersigned President and Secretary of this corporation have executed this Amendment of the the Declaration of Condominium on the 28<sup>th</sup> day of April, 1987.

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

  
 Witness

By:   
 President

  
 Witness  
 OFF. REC.

Attest:   
 Secretary



STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jay B. Conn and Shirley W. Andoniades, the President and Secretary of the Palm Colony Club Condominium Association, Inc., and that they acknowledged executing the same in the presence of two subscribing witnesses free and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28<sup>th</sup> day of April, 1987.

Conrad A. Thompson  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES AUG 26, 1989  
DONOR THRU GENERAL INS. UND.

(SEAL)

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.  
SCOTT ELLIS, Clerk of the Circuit Court

Date 4-25-1987



THIS INSTRUMENT PREPARED BY:

Robert T. Burger, Esq.  
1901-6 Highway A1A  
Indian Harbour Beach, FL 32937

OFF. REC.  
2808

PAGE  
0974

*Newstead*

Clerk Circuit Court

231917

92 AUG 24 AM 8:55

Recorded and Verified Brevard County, FL

# Pgs. 2 # Names 2

Trust Fund 150 Rec Fee 900

Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_ AMENDMENT TO DECLARATION OF CONDOMINIUM

Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_ OF PALM COLONY CLUB CONDOMINIUM

Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

The second paragraph of ARTICLE VIII - AMENDMENT TO DECLARATION OF CONDOMINIUM of the Declaration of Condominium is amended as follows:

Section 4: The books of record of the Association shall be reviewed each year by a firm of public accountants and a copy of each review shall be furnished to each member no later than seventy five (75) days after the end of the fiscal year.

IN WITNESS WHEREOF the undersigned President and Secretary of this corporation have executed this Amendment of the Declaration of Condominium on the eighteenth day of August, 1992

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

*Perry Giustiniano*  
Witness

Perry Giustiniano  
2700 N. A1A  
Indianapolis, FL 32903  
*doris m. meints*

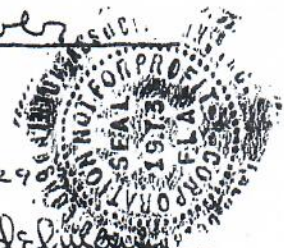
Witness DORIS M. MEINTS

By: *Stan Beaver*  
President

Stanley Beaver  
2700 N. A1A  
Indianapolis, FL 32903

Attest: *Rosalind L. Siedelman*  
Acting Secretary

Rosalind L. Siedelman  
2700 N. A1A  
Indianapolis, FL 32903



*Return*

*Prepared by:*

*doris meints*  
→ 2700 N. A1A  
Indianapolis, FL 32903

BK3224PG0393



STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Stanley Beaver and Rosalind L. Siedelman the President and Secretary of the Palm Colony Club Condominium Association, Inc., and that they acknowledged executing the same in the presence of two subscribing witnesses free and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of August, 1992.



E. Edward Schmidtke  
Notary Public  
E. Edward Schmidtke

My Commission Expires: 9/1/94

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. SEPT. 1, 1994  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.  
SCOTT ELLIS, Clerk of the Circuit Court

Date 4-25-18 By [Signature]



BK 3224 PG 0394

*Linsly Crawford* Clerk Circuit Court  
 Recorded and Verified Brevard County, FL  
 # Pages 2 # Names \_\_\_\_\_  
 Trust Fund 150 Rec Fee 100  
 Stamp-Deed \_\_\_\_\_ Excise Tx \_\_\_\_\_  
 Stamp-Mtg \_\_\_\_\_ Int Tx \_\_\_\_\_  
 Service Chg \_\_\_\_\_ Refund \_\_\_\_\_

PREPARED BY and RETURN TO:  
 Philip Fougousse, Esquire  
 1901 Highway A1A, Suite 2  
 Indian Harbour Beach, FL 32937

**MODIFICATION OF DECLARATION OF CONDOMINIUM  
 OF PALM COLONY CLUB CONDOMINIUM**

THIS MODIFICATION is being executed this 28th day of January, 1994,  
 by the undersigned President and Secretary of Palm Colony Club  
 Condominium Association, Inc.

W I T N E S S E T H:

Members of the Palm Colony Club Condominium Association, Inc., each  
 of whom are owners of condominium units in Palm Colony, all of whom  
 represent a minimum of sixty percent (60%) of the units whose votes were  
 cast in person at a meeting duly held in accordance with the ByLaws and  
 and Articles of Incorporation of the Association for the purpose of modifying  
 the above named Declaration of Condominium, as recorded in Official Records  
 Book 1426, Page 88-226, inclusive, of the Public Records of Brevard County,  
 Florida. It was voted on and passed that the land attached hereto and  
 described as Exhibit "A" shall henceforth be and is hereby dedicated as the  
 Common Elements of Palm Colony Club Condominiums.

IN WITNESS WHEREOF, the undersigned parties have hereunto set their  
 hands and seals effective the date first shown above.

SIGNED, SEALED and DELIVERED  
 in the presence of:

*Sandra H. Brown*  
 WITNESS  
Sandra H. Brown  
 (Print Name)  
*Shendi Seling*  
 WITNESS  
SHENDI SELING  
 (Print Name)

PALM COLONY CLUB CONDOMINIUM  
 ASSOCIATION, INC.

BY: *Joyce F. Lowry*  
 JOYCE F. LOWRY, President

ATTESTED BY:  
*Katie P. Swaim*  
 KATIE P. SWAIM, Secretary

(Corporate Seal)

STATE OF FLORIDA  
 COUNTY OF BREVARD

BEFORE ME the undersigned authority, duly authorized by law to take  
 oaths and acknowledgments, personally appeared JOYCE F. LOWRY the  
 President, and KATIE P. SWAIM, the Secretary of Palm Colony Club  
 Condominium Association, Inc., who are personally known to me or who have  
 produced Florida Driver's Licenses as identification, who after being first  
 duly sworn, acknowledged before me that they executed the foregoing  
 instrument for the reasons and purposes therein expressed.

WITNESS my hand and official seal in the County and State last  
 aforesaid on this 28th day of January, 1994.

*Sherril Lynne Seling*  
 NOTARY PUBLIC  
SHERRIL LYNNE SELING  
 (Printed Name)  
 My Commission Expires \_\_\_\_\_  
 Commission Number: \_\_\_\_\_



537175  
 94 JAN 28 PM 3:19

BK3362PG229



EXHIBIT "A"

Commence at the Northeast corner of Lot 22 of SANDPINES SECTION TWO, according to the plat thereof recorded in Plat Book 23 at Page 28 of the Public Records of Brevard County, Florida, thence run N89° 13' 17" E along the South line of STUART TERRACE, according to the plat thereof recorded in Plat Book 16 at Page 17 of the Public Records of Brevard County, Florida for a distance of 970.87 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E along the South line of said STUART TERRACE for a distance of 868.32 feet to a point on the West right-of-way line of STATE ROAD A-1-A; thence run S 13° 07' 29" E along said West right-of-way line for a distance of 410.51 feet; thence run S 13° 32' 05" E along said West right-of-way line for a distance of 102.64 feet; thence run S 13° 52' 05" E along said West right-of-way line for a distance of 126.33 feet to a point on the South line of Section 13, Township 27 South, Range 37 East; thence run S 89° 29' 55" W along the South line of said Section 13 for a distance of 990.75 feet to the South 1/4 corner of said Section 13; thence run N 2° 18' 13" W along the West line of the SE 1/4 of said Section 13 for a distance of 622.85 feet to the Point of Beginning

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the foregoing is a true copy of  
the original filed in this office and may contain redactions  
as required by law.  
SCOTT ELLIS, Clerk of the Circuit Court

Date 4-25-18 By 



BK3062PG2292

RETURN TO: W. John Gamin  
General Manager  
P. O. Box 1016  
Melbourne, FL 32935

*Nancy Lee Roush*  
PREPARED BY: Florida TV Cable  
1420 North Harbor City Blvd.  
Melbourne, Florida 32935

AGREEMENT AND EASEMENT

WHEREAS, Florida TV Cable, a division of American Television & Communications Corporation (hereinafter referred to as Cable TV), located at 160 Inverness Drive West, Englewood, Colorado, 80112, a corporation existing under the laws of the State of Delaware, is in the business of furnishing community antenna service to certain communities in the State of Florida; and

WHEREAS, Palm Colony Club Condominium Association, Inc. (hereinafter referred to as "Owner") is the owner of the condominium complex common areas, located on the property known as Palm Colony Club Condominium and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, it is the desire of owner to have a central community antenna service available to its residents on an individual service basis.

WHEREAS, it is the desire of Cable TV to provide its service to the aforesaid condominium complex, provided that no master antenna system (MATV) is furnished or provided to the tenants of said condominium complex, now or at any time in the future; and

WHEREAS, it is the intent of the parties to create this Agreement and easement running with the land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the foregoing and \$10.00 and other valuable considerations, the parties hereby agree as follows:

1. Cable TV agrees to design, install and maintain such equipment as may be required to furnish community antenna television service to the residents of the premises as described above.
2. Cable TV agrees that the service supplied to the residents of the premises by it shall be at a price approved in the franchise agreement with the unincorporated area of Brevard County.

REC.FEE	\$ 21.00	REC'D PAYMENT AS
DOC ST.	\$	INDICATED FOR C.O.G.S.
INT TAX	\$	"G" INTANGIBLE & S.T.
SER' CHG	\$	STAMP TAXES - 40%
REFUND	\$	

Clark Circuit Court for the State of Florida, *clerk*

OFF. REC.

2384

PAGE

0065

683784

1982 AUG 30 AM 10:12



3. The term of the Agreement shall be for the duration of the franchise with the unincorporated area of Brevard County and any extension thereof; provided, however, that in no event shall the term of this Agreement extend beyond fifty (50) years from the date of its execution.

4. Cable TV agrees that all sales, billings and collections of accounts will be made directly between the residents and Cable TV.

5. Owner agrees to allow Cable TV sales personnel in said park or development with prior notice given to Owner, park manager or representative on said property.

6. Cable TV and Owner agree that any and all equipment installed on the premises by Cable TV shall remain the property of Cable TV and Cable TV shall be granted reasonable access at all times to all premises to maintain its services. The aforesaid equipment shall include, but not be limited to, any and all coaxial cable, connectors, amplifiers, directional couplers, splitters, housing boxes and wall plates. The parties agree that in the event Cable TV's service to Owner is terminated by reason of insolvency, bankruptcy, foreclosure or for any other reason, Cable TV shall be allowed to remove from the premises any of the aforesaid equipment which can be removed without substantial damage to the premises, and Cable TV agrees that any damage incurred to the premises by reason of such removal of equipment will be promptly repaired to the reasonable satisfaction of Owner by Cable TV.

7. Cable TV agrees that it will perform its work in a good and workmanlike manner, and Owner agrees that any damage incurred to the premises or to adjacent sidewalks by reason of installation or maintenance of the community antenna television service facilities will be repaired by Cable TV at Cable TV's expense. Cable TV will not be responsible for damage to sprinkler, electrical or water systems that do not meet acceptable codes and standards.



8. Owner agrees that during the term of this Agreement it will not install or allow to be installed any master antenna service (MATV) system now or at any time in the future.

9. It is the intent of the parties that this Agreement and easement running with the land is for the benefit of Cable TV binding upon Owner and all successors in title to or interest in any part of the land.

Owner agrees for itself, its successors and assigns that it will impose in any deed, or other conveyance or instrument creating a use right in any of the land that the grantee and its successors and assigns shall be bound by and shall be subject to the terms of the Agreement and Easement recorded at Official Records Book \_\_\_\_\_ Page \_\_\_\_\_, of the Brevard County Public Records.

ATTEST:

Bruce J. Grobe  
Assistant Secretary

FLORIDA TV CABLE/A DIVISION OF AMERICAN TELEVISION & COMMUNICATIONS CORPORATION

By: James Cottingham  
James Cottingham, Vice President

Signed, sealed and delivered in the presence of:

Mary B Roberts

STATE OF Colorado

COUNTY OF Prophet

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared James Cottingham and Bruce J. Grobe, well known to me to be Vice President and Assistant Secretary respectively, of FLORIDA TV CABLE, a Division of American Television & Communications Corp., a Delaware Corporation, and they severally acknowledged executing the foregoing Agreement and Easement in the presence of two subscribing witnesses freely and voluntarily under the authority duly invested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of July 1982.

Mary B Roberts  
NOTARY PUBLIC  
160 Inverness Drive West  
Englewood, CO 80112  
My commission expires: 6-21-85



Signed, sealed and delivered  
in the presence of:

Billy D. Mayles  
Richard H. Lytle

PALM COLONY CLUB CONDOMINIUM  
ASSOCIATION, INC.

David L. Rice  
President/David L. Rice  
Rosalind L. Siedelman  
Secretary/Rosalind L. Siedelman

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer  
duly authorized in the State and County aforesaid to take  
acknowledgements, personally appeared David L. Rice  
and Rosalind L. Siedelman, well known to me to be  
President and Secretary  
respectively, of Palm Colony Club Condominium Association, Inc., a  
Florida Corporation, and they severally acknowledged executing the  
foregoing Agreement and Easement in the presence of two subscribing  
witnesses freely and voluntarily under the authority duly invested  
in them by said corporation and that the seal affixed thereto is  
the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and  
State last aforesaid this 21st day of May 1982.

Richard H. Lytle  
NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES MAY 30 1983  
RENEWED IN MY OFFICE UNDER VARIOUS

EXHIBIT A

LEGAL DESCRIPTION

Commence at the Northeast corner of Lot 22 of SANDPINES SECTION TWO, according to the plat thereof recorded in Plat Book 23 at Page 28 of the Public Records of Brevard County, Florida, thence run N89° 13' 17" E along the South line of STUART TERRACE, according to the plat thereof recorded in Plat Book 16 at Page 17 of the Public Records of Brevard County, Florida for a distance of 970.87 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E, along the South line of said STUART TERRACE for a distance of 868.32 feet to a point on the West right-of-way line of STATE ROAD A-1-A; thence run S 13° 07' 29" E along said West right-of-way line for a distance of 410.51 feet; thence run S 13° 32' 05" E along said West right-of-way line for a distance of 102.64 feet; thence run S 13° 52' 05" E along said West right-of-way line for a distance of 126.33 feet to a point on the South line of Section 13, Township 27 South, Range 37 East; thence run S 89° 29' 55" W along the South line of said Section 13 for a distance of 990.75 feet to the South 1/4 corner of said Section 13; thence run N 2° 18' 13" W along the West line of the SE 1/4 of said Section 13 for a distance of 622.85 feet to the Point of Beginning

UNSUITABLE  
FOR MICROFILM

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the foregoing is a true copy of  
the original filed in this office and may contain redactions  
as required by law.  
SCOTT ELLIS, Clerk of the Circuit Court

Date 4-25-78



OFF. REC.  
2384

(PAGE)  
0069



794426, PGE 153  
ATTACHMENT C

ARTICLES OF INCORPORATION

OF

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

We, the undersigned, do hereby associate ourselves pursuant to Chapter 817, Florida Statutes, into a corporation not for profit, and to that end we do, by these Articles of Incorporation, set forth information as follows:

ARTICLE I

NAME AND POST OFFICE ADDRESS

The name of this corporation shall be PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC. The corporation is a Condominium Association, as referred to and authorized by Section 711.13 of the Florida Statutes. The Post Office address of this corporation shall be:

1800 North A-1-A  
Indianna, Florida

ARTICLE II

DEFINITIONS

The following words are defined for use in these Articles of Incorporation:

1. Corporation and Association means the corporation created by these Articles of Incorporation.
2. Condominium refers to PALM COLONY CLUB CONDOMINIUM.
3. Owner or Owners means the owner or owners of individual condominium units or condominium apartments in PALM COLONY CLUB CONDOMINIUM.

ARTICLE III

POWERS AND PURPOSES

The purpose for which the corporation is formed is to provide

an entity responsible for the operation of a condominium in Brevard County, Florida known as PALM COLONY CLUB CONDOMINIUM.

The Association shall have all of the powers specifically designated for corporations not for profit, as set forth in Chapter 617, Florida Statutes, as the same now exists, or as the same shall from time to time be amended. In addition, the Association shall have all powers set forth in Chapter 711, Florida Statutes, as the same now exists, or as the same shall from time to time be amended. By way of illustration and not in limitation, the Association shall have the following powers:

A. The irrevocable right of access to all common elements of the condominium, for any purpose, and to each condominium unit from time to time during reasonable hours as is necessary for inspection, maintenance, repair or replacement of the common elements therein, or accessible therefrom or therein, necessary to prevent damage to the common elements or to any unit or units.

B. To collect assessments, rents, charges and other monies necessary for the proper maintenance and operation and common good of the condominium.

C. To enter into, operate under or manage, subject to contracts, leaseholds, memberships or other possessory or use interests in land or facilities, including but not limited to, country clubs, golf courses, marinas and all other types of recreational facilities, whether or not contiguous to the land of the condominium, regardless of whether said contracts, agreements or leases were executed originally by the Association for and in behalf of the condominium unit owner, or by all owners of condominium units individually, for and in their own behalf, all of which being intended to provide for the enjoyment, recreation or other use or benefit of the unit owners.

D. To acquire, by purchase or otherwise, parcels of the condominium subject, of course, to the restriction, limitations and provisions of the Declaration of Condominium and the By-Laws of this corporation relative thereto.



E. To make and amend regulations governing the use of the condominium property and to enforce, in any manner necessary and proper, the provisions of all condominium documents, including these Articles, By-Laws and other rules and regulations from time to time existing which relate to the condominium property. Specifically, the Association, through the Board of Directors, can establish house rules which are enforceable against the general membership until, and unless, seventy-five per cent (75%) of said general membership, at a special or annual meeting of members, by voice vote and not by proxy, shall reject and disprove all, or any part, thereof.

F. To operate and manage the condominium in accordance with the intent of the Declaration as the same may, from time to time, exist and in accordance with the intent and meaning of the Statutes of the State of Florida, and to perform, fulfill and exercise the powers, privileges, options, rights, duties, obligations and responsibilities entrusted to, or delegated to, it by the Declaration of Condominium and the By-Laws thereunto appertaining.

G. All funds and titles of all properties acquired by the condominium shall be held in trust for the owners of the condominium parcels.

#### ARTICLE IV

##### MEMBERSHIP

This corporation is organized without capital stock. Therefore, membership in the corporation is acquired as follows: a person shall automatically become a member of the corporation at the time that a Warranty Deed or other instrument of conveyance of a condominium parcel in PALM COLONY CLUB CONDOMINIUM, is placed of Public Record in Brevard County, Florida in such person's name. Said membership shall continue until such time as such person ceases being an owner of record of said condominium parcel. No other person or persons, or other entities, shall be entitled to membership provided, however, that until the Declaration of Condominium has been filed of record with the Clerk of the Circuit Court of Brevard County, Florida, the owners of the land upon which such condominium parcels are to be constructed and erected shall constitute all of the members of the Association. After the

Declaration of Condominium has been recorded, the Developers shall be the members of each and every individual condominium parcel prior to its conveyance to purchasers. As the Developer conveys individual apartment units by a Warranty Deed to new purchasers and the new purchasers, as aforesaid, have their Warranty Deed recorded in the Public Records of Brevard County, Florida, then the Developer shall cease being a member of the Association as to the apartment sold, and the new purchasers shall automatically so become members.

At the time of each transfer of a condominium parcel, a copy of such new Warranty Deed recorded in the Public Records of Brevard County, Florida, shall be furnished to the Secretary of the Association in order for the new owner to be officially listed as a member and the Developer, or old owner of the condominium unit, to be removed from membership.

ARTICLE V

EXISTENCE

The existence of this Association shall be perpetual, unless the condominium is terminated pursuant to the provisions of the Declaration, after which this corporation shall be dissolved in accordance with the then applicable law.

ARTICLE VI

NAMES AND ADDRESSES OF SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are as follows:

Jack E. Burklew	3000 North A-1-A Indialantic, Florida
Thomas A. Nichols	3000 North A-1-A Indialantic, Florida
Scott K. Alles	3000 North A-1-A Indialantic, Florida



ARTICLE VII

OFFICERS

The officers who shall manage the affairs of the corporation, and who shall be elected by the Board of Directors of the Association, shall be a President, a Vice-President, a Secretary and a Treasurer. These officers, who are to serve until the first election or appointment, are as follows:

Jack E. Burklew	President
Thomas A. Nichols	Vice-President
Scott K. Alles	Secretary
Scott K. Alles	Treasurer

ARTICLE VIII

BOARD OF DIRECTORS

The first Board of Directors shall consist of three (3) persons, and the names and addresses of the persons who are to serve until the first election, are as follows:

Jack E. Burklew	3000 North A-1-A Indialantic, Florida
Thomas A. Nichols	5000 North A-1-A Indialantic, Florida
Scott K. Alles	3000 North A-1-A Indialantic, Florida

Until the Certificate of Occupancy has been issued for the entire building of PALM COLONY CLUB CONDOMINIUM, or until January 1, 1976, whichever shall last occur, the Developer shall have the sole and absolute right to elect or appoint all of the members of the Board of Directors, which members need not be residents of the condominium, nor members of the Association.

ARTICLE IX

BY-LAWS AND AMENDMENTS TO ARTICLES OF INCORPORATION

The original By-Laws shall be made, altered or amended by

the Board of Directors elected or appointed by the Developer. The By-Laws of the Association may be made, altered or rescinded at any regular meeting of the members of the Association after the Developer no longer has the right to appoint or elect a majority of the Directors to the Board of Directors. At the time that the general membership shall be entitled to alter or rescind the By-Laws, the same may be done only by a two-thirds vote of the members present and voting. The Articles of Incorporation may then be amended at any regular meeting of the Association by a two-thirds vote of the members present and voting. However, the rights reserved to the Developer under Article X B below may not be altered, amended or changed in any manner whatsoever. Written notice of proposed changes or additions to the By-Laws and Articles of Incorporation shall be given to each member of the Association at least ten (10) days prior to the meeting at which the proposed changes or alterations will be made, and a copy of the proposed changes or alterations shall be included in the written notice, and only after prior approval of the majority of the Board of Directors.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Indemnification.

There shall be no personal liability of any Director for any action taken by said Director for, and in behalf of, the Association and, accordingly, every Director and every officer of the Association shall be indemnified and held harmless by the Association against and for all expenses and liabilities, including reasonable attorney's fees and court costs, which may be incurred or imposed upon him by reason of any matters relating to the Association, which claim, demand, expense or liability arose by virtue of his being, or having been, a Director or officer of the Association.

B. Developer's Sales; etc.

So long as the Developer owns a condominium unit on which there has not been a first sale, then as to such unit(s), the Developer



001 10 154 121

RECS 1426 PAGE 159

shall have the complete, total and absolute right, without Association, condominium or other approval, to determine to whom, and under what conditions, such unsold condominium parcel is to be conveyed, sold, leased, traded, pledged, encumbered or mortgaged, and to make such conveyance, lease or encumbrance.

IN WITNESS WHEREOF we, the undersigned subscribers, have this 26<sup>th</sup> day of February, 1974, signed our names in Brevard County, Florida.

/s/ JACK E. BURKLEW  
Jack E. Burklew

/s/ THOMAS A. NICHOLS  
Thomas A. Nichols

/s/ SCOTT K. ALLES  
Scott K. Alles

STATE OF FLORIDA RECS 1426 PAGE 160  
COUNTY OF BREVARD SS:

BEFORE ME, the undersigned authority, personally appeared the following:  
Jack E. Burklew, Thomas A. Nichols, Scott K. Alles  
to me known to be the persons described in, and who executed and subscribed to,  
the foregoing Articles of Incorporation, and they acknowledged before me that they  
executed and subscribed to the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal at  
MELBOURNE  
Indiantonic, Brevard County, Florida, on this the 26<sup>th</sup> day of



MILDRED KUDRA  
Notary Public

My commission expires:  
OCTOBER 28, 1975



ATTACHMENT D

OFFICE RECS 1426 PAGE 161

OPERATIONAL MANAGEMENT AGREEMENT

THIS AGREEMENT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_, by and between PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, organized under the laws of the State of Florida, hereinafter called "ASSOCIATION", and BREVARD FIRST CORP., a Florida corporation, hereinafter called "MANAGER", or "OPERATIONS MANAGER".

WITNESSETH:

WHEREAS BREVARD FIRST CORP. is the developer of PALM COLONY CLUB CONDOMINIUM and, as such, is familiar with the proposed operation of the condominium, and

WHEREAS the ASSOCIATION feels it is in the best interests of its members that the condominium buildings and lands and all recreational facilities be maintained, operated, run and controlled by an OPERATIONS MANAGER who is familiar with such an operation, until such time as all condominium buildings have been constructed, the condominium project completed and the control of the Condominium Association turned over to the owners of the condominium units, and

WHEREAS MANAGER has agreed that the maintenance assessment for each condominium parcel will not be increased during the period of this Management Agreement, except by a Cost of Living Index increase, hereinafter provided,

NOW THEREFORE, for and in consideration of the mutual covenants, terms and conditions hereinafter set forth, the parties do agree each with the other as follows:

1. ASSOCIATION hires and engages MANAGER to perform those maintenance duties and responsibilities as hereinafter set forth:

(a) The maintenance, operation, repair and control of

all common area portions of the condominium buildings and appurtenances,  
and

(b) The running, operation, maintenance, control and repair of the tennis courts, swimming pools, sauna bath, the lawn, shrubbery and landscaping, the parking area, streets, sidewalks and all other parts and portions of the condominium property, the common areas and all leased areas as they now exist or as they may be enlarged, altered or changed at any time during the term of this Agreement. The MANAGER accepts such employment, and agrees in consideration of the maintenance fee as set forth in paragraph 2 of this contract, that MANAGER will perform the duties herein established, and will, at MANAGER's expense, supply all employees, provide all materials and supplies, shall provide management overhead and shall pay all other costs incurred in any way in carrying out the terms and conditions of this Agreement.

2. The ASSOCIATION shall collect from each condominium unit owner who is liable, and shall pay the same to the MANAGER, a fixed maintenance fee of One Hundred and Twenty Dollars (\$120.00) per quarter for all of the services above set forth, rendered or to be rendered by the MANAGER, said fixed maintenance fee being payable quarterly in advance on a calendar year basis. For the purposes of this Agreement, an apartment unit shall become liable to the ASSOCIATION for the payment of the maintenance fee only after title to such condominium parcel has been conveyed to the condominium unit owner by the developer and such conveyance has been recorded. Neither the ASSOCIATION nor any apartment unit owner shall pay, assume or be responsible for any duty, obligation or responsibility assumed by the MANAGER under paragraph 1 hereof. The maintenance fee of One Hundred and Twenty Dollars (\$120.00) per quarter is fixed and frozen, and shall continue during the entire term of this contract, excepting only:

(a) That it shall be adjusted by the Cost of Living Index at the beginning of each calendar year during the term of this Agreement, the first adjustment to be made on January 1, 1976, and annually thereafter, and



(b) The management fee does not include capital expenditures which shall be assessed to the unit owners. The Cost of Living adjustment to the maintenance fee, on the adjustment date, shall be made pursuant to the following formula: multiply the Cost of Living Index, All Items, U. S. City Average, (1967-100), for the month of October in the year proceeding the January on which adjustment is made, by the quarter annual maintenance fee for one apartment of One Hundred and Twenty Dollars (\$120.00), and divide such resulting figure by the Cost of Living Index, All Items, U. S. City Average (1967-100), for the month of October, 1973. The new annual maintenance fee, as then determined, shall continue to be paid by each condominium unit owner to the ASSOCIATION and from the ASSOCIATION to the OPERATIONS MANAGER, until the next adjustment shall be made. In the event of a delinquency in the payment of a quarterly maintenance fee by an apartment unit owner, the ASSOCIATION shall take all steps necessary and available to the ASSOCIATION to secure the payment of the same, including foreclosure proceedings, as provided in Chapter 711, Florida Statutes, 1971, if necessary. The maintenance fee does not, of course, include the monthly rental fee to be paid by each condominium unit owner directly to the Lessor.

3. The MANAGER warrants and guarantees to the ASSOCIATION, providing all payments to MANAGER are timely made, MANAGER will properly operate all of the condominium property and common areas, including recreational facilities, and will pay all costs and expenses of such operation and will keep the PALM COLONY CLUB CONDOMINIUM operating in a good and first class condition. MANAGER further agrees that if the fees received from the ASSOCIATION shall, at any time, be insufficient to cover the costs of the MANAGER's responsibilities herein (but not by reason of unit owner's delinquency), then in such event, the MANAGER shall nevertheless render all the services here contemplated, and shall expend its own funds in order to cover any and all operating deficiencies, as it is the intent of the parties to establish a firm, binding and definite quarterly management agreement which each condominium unit owner will have to pay, and to protect such unit owners from any increases during the term of this

Agreement, except as shall be adjusted due to a Cost of Living increase, as above set forth, or a capital expenditure.

4. This Agreement shall begin on the day that the first closing of a sale of a condominium apartment takes place, and shall continue in full force and effect for a period of two (2) years. The Agreement shall thereafter be automatically renewed for two (2) year successive periods, and shall terminate when (a) the developer shall have completed the condominium project, or (b) six (6) months after the Certificate of Occupancy has been issued for all condominium units, or (c) until January 1, 1975, whichever shall first occur, subject, however, to the provisions and limitations of Section 711.13, Florida Statutes.

In the event that the term of this Agreement shall begin on a day other than the first day of a calendar quarter, then the ASSOCIATION shall pay the prorated maintenance fee up to the first day of the next succeeding calendar quarter. All payments shall be made in advance.

The contract is considered to be a personal contract in nature, and is non-assignable. Inasmuch as the MANAGER must undertake other contracts and commitments based upon this contract, this Management Agreement is non-cancellable and is irrevocable. This Agreement may be modified, from time to time, by the parties hereto in writing. No oral modification shall be of any force and effect whatsoever.

5. The ASSOCIATION acknowledges that its payment to the OPERATIONS MANAGER of One Hundred and Twenty Dollars (\$120.00) per condominium unit per quarter, as established and set forth in paragraph 2 above, includes the payment of maintenance and operation expenses, including taxes and insurance, of both the condominium owned common areas and the condominium leased lands and the recreational facilities thereon, as they now exist or may be hereafter enlarged. OPERATIONS MANAGER shall carry such insurance as is required under the long term lease, and in the maximum insurable amount, on all condominium common area facilities. Any capital expenditure and any casualty loss which requires contribution, shall be assessed against the condominium unit owners ratably. Any capital



expenditure contribution or casualty loss contribution shall not be deemed to be included in the One Hundred and Twenty Dollars (\$120.00) per quarter, and shall not be deemed to be an expense of the OPERATIONS MANAGER, but shall be considered solely as a capital expense lying wholly outside of this contract.

6. The OPERATIONS MANAGER shall receive the quarterly payments and shall make all expenditures required by the terms and conditions of this Agreement, and shall have no duty or obligation to account (and the ASSOCIATION, for itself and for and in behalf of the individual apartment unit owners, waive, release and surrender any right to seek or demand OPERATIONS MANAGER to account) in any manner to the Condominium Association or to any individual condominium parcel owner, or to the general public as to the amount of money received from the ASSOCIATION, or from the condominium unit owners, or to account for the use or disbursement of all or any part of the One Hundred and Twenty Dollars (\$120.00) per quarter paid by the condominium unit owners to the ASSOCIATION and from the ASSOCIATION to the MANAGER.

7. The MANAGER shall have the right to employ and discharge such employees in carrying out this contract, as MANAGER shall deem proper. The MANAGER shall make and enforce all necessary rules and regulations pertaining to all recreational facilities so as to make their use effective and efficient. The MANAGER, in the performance of his duties, shall never be considered as a trespasser on any part of the condominium property. The MANAGER shall have the right to carry out the obligations and duties herein assumed at any and all reasonable times, and during normal business hours, excepting only that under emergency conditions, MANAGER shall be entitled to carry out the duties and obligations hereunder at any and all times and at any and all places.

The intent and purpose of this contract is to invest in MANAGER all of the rights, duties and obligations which would normally devolve upon the Condominium Association, and this contract shall be broadly interpreted to carry out such intent and effect.

REC-1426 PAGE 166

IN WITNESS WHEREOF, the parties have hereunto set  
their hands and seals the day and year first above written.

Witnesses:

PALM COLONY CLUB CONDOMINIUM  
ASSOCIATION, INC.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ \*(SEAL)  
President

BREVARD FIRST CORP.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_ \*(SEAL)  
President



A F F I D A V I T

STATE OF FLORIDA    )  
                          )  
COUNTY OF BREVARD )

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, DUDLEY FREEMAN and BILLY D. MAYBEE, President and Secretary respectively, of PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation; and SCOTT ALLES and N. A. WAYNERT, President and Secretary respectively, of BREVARD FIRST CORP., a Florida corporation, upon their oath depose and say:

1. That on November 7, 1977, Brevard First Corp., as Grantor, executed a Warranty Deed conveying certain lands to Palm Colony Club Condominium Association, Inc., as Grantee, said Warranty Deed being recorded on May 19, 1978 in Official Records Book 1887, at Page 631, Public Records of Brevard County, Florida, said Warranty Deed purportedly conveying the land described in said Deed, and described in Exhibit A hereto annexed.

2. Affiants allege that the description in said Deed is erroneous and that Brevard First Corp. did not and has never owned title to the lands purportedly conveyed in said Deed.

3. That Brevard First Corp. as Grantor, and Palm Colony Club Condominium Association, Inc., as Grantee, declare that said Deed is a nullity and of no force and effect and Affiants, in behalf of said Grantor and Grantee hereby disclaim any and all title or interest in the lands described in said Deed.

4. Affiants make this Affidavit in their capacity as Officers of the corporate Grantor and corporate Grantee.

258554

1978 SEP 19 PM 2:59

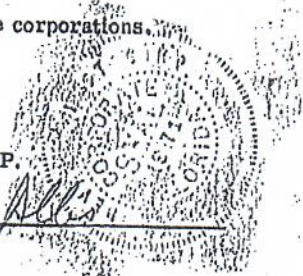
5. Affiants state further that they are authorized and empowered to make this Affidavit and make same in behalf of their respective corporations.

Further Affiants Sayeth Not.

Attest

BREVARD FIRST CORP.

By: Scott Alles  
President



Attest

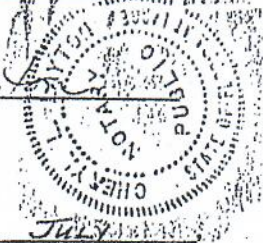
PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

By: Dudley Freeman  
President

Billy D. Maybee  
Secretary

SWORN TO and subscribed before me this 7<sup>th</sup> day of September 1978, as to Scott Alles, President of Brevard First Corp.

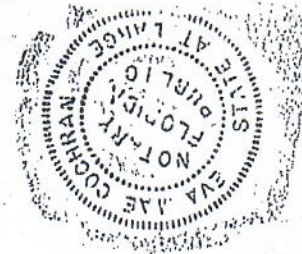
Clayton L. ...  
Notary Public



My commission expires: May 26, 1982

SWORN TO and subscribed before me this 8<sup>th</sup> day of July 1978, as to Dudley Freeman, President and Billy D. Maybee, Secretary of Palm Colony Club Condominium Association, Inc.

Ernest Cochran  
Notary Public



My commission expires:

Notary Public, State of Florida at Large  
My Commission Expires Nov. 3, 1980  
Bonded by American Fire & Casualty Company



## EXHIBIT A

## LEGAL DESCRIPTION FOR LEASED AREA

Commence at the Northeast corner of Lot 22 of SANDPINES SECTION TWO, according to the plat thereof recorded in Plat Book 23 at Page 28 of the Public Records of Brevard County, Florida, thence run N89° 13' 17" E along the South line of STUART TERRACE, according to the plat thereof recorded in Plat Book 16 at Page 17 of the Public Records of Brevard County, Florida for a distance of 970.87 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E along the South line of said STUART TERRACE for a distance of 868.32 feet to a point on the West right-of-way line of STATE ROAD A-1-A; thence run S 13° 07' 29" E along said West right-of-way line for a distance of 410.51 feet; thence run S 13° 32' 05" E along said West right-of-way line for a distance of 102.64 feet; thence run S 13° 52' 05" E along said West right-of-way line for a distance of 126.33 feet to a point on the South line of Section 13, Township 27 South, Range 37 East; thence run S 89° 29' 55" W along the South line of said Section 13 for a distance of 990.75 feet to the South 1/4 corner of said Section 13; thence run N 2° 18' 13" W along the West line of the SE 1/4 of said Section 13 for a distance of 622.85 feet to the Point of Beginning

## LESS:

Commence at the Northeast corner of the aforementioned Lot 22 of said SANDPINES SECTION TWO; thence run N 89° 13' 17" E along the South line of said STUART TERRACE for a distance of 970.87 feet to a point on the West line of the SE 1/4 of Section 13, Township 27 South, Range 37 East; thence run S 2° 18' 13" E along said West line for a distance of 111.71 feet; thence run N 89° 26' 32" E for a distance of 8.00 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E for a distance of 866.44 feet; thence run S 0° 33' 28" E for a distance of 72.00 feet; thence run N 89° 26' 32" E for a distance of 31.42 feet to a point on the West line of STATE ROAD A-1-A; thence run S 13° 07' 29" E for a distance of 222.34 feet; thence run S 13° 32' 05" E for a distance of 102.64 feet; thence run S 13° 52' 05" E for a distance of 103.98 feet; thence run S 76° 07' 55" W for a distance of 74.00 feet; thence run N 13° 52' 05" W for a distance of 110.00 feet; thence run S 89° 29' 55" W for a distance of 883.67 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet; thence run N 89° 29' 55" E for a distance of 97.66 feet; thence run N 0° 30' 05" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 64.00 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 484.60 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 20.00 feet; thence run N 0° 30' 05" W for a distance of 181.89 feet; thence run S 89° 26' 32" W for a distance of 19.97 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 484.60 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 64.00 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 106.19 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet to the Point of Beginning, the above described parcel of land contains 4.572 acres more or less.



This instrument prepared by Eric W. Pappas, Esq., of Storms, Pappas & Krasny, Post Office Box 1376, Melbourne, Florida 32901

QUIT-CLAIM DEED FROM CORPORATION

RAMCO FORM 42 OFFL RECS 1941 PAGE 995

130

This Quit-Claim Deed, Executed this 13th day of Sept, A. D. 1978, by BREVARD FIRST CORP., a Florida corporation

a corporation existing under the laws of Florida and having its principal place of business at 1980 North Atlantic Avenue, Suite 708, Cocoa Beach, Florida first party, to PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit whose postoffice address is 3000 AIA, Indiatlantic, Florida 32903

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Brevard State of Florida, to wit:

See attached Addendum

RECORDED AND VERIFIED CLERK CIRCUIT COURT BREVARD COUNTY

DOCUMENTARY SURTAX 00.55

BREVARD COUNTY 5174 STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE SEP 19 78 00.30

FLORIDA SEP 19 78 P.M. 10 21

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

1 5 7 1

In Witness Whereof the said first party has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers therunto duly authorized, the day and year first above written.

ATTEST: Secretary

BREVARD FIRST CORP

Signal, sealed and delivered in the presence of: Cheryl Layton, Phillipa Meyer

By Scott Alles, President

STATE OF FLORIDA COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared SCOTT ALLES

well known to me to be the President of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses (here) and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. WITNESS my hand and official seal in the County and State last aforesaid this 13th day of Sept 1978

My Commission Expires: May 26, 1982

This instrument prepared by: Address

Cheryl Layton Notary Public

258555

1978 SEP 19 PM 3:06



## EXHIBIT A

## LEGAL DESCRIPTION - LEASED AREA

Commence at the Northeast corner of Lot 22 of SANDPINES SECTION TWO according to the plat thereof recorded in Plat Book 23 at Page 28 of the Public Records of Brevard County, Florida; thence run N 89° 13' 17" E along the South line of STUART TERRACE according to the Plat thereof recorded in Plat Book 16 at page 17 of the Public Records of Brevard County, Florida for a distance of 970.87 feet to a point on the West line of the SE 1/4 of Section 13, Township 27 South, Range 37 East; thence run S 2° 18' 13" E along said West line for a distance of 111.71 feet; thence run N 89° 26' 32" E for a distance of 8.00 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E for a distance of 866.44 feet; thence run S 0° 33' 28" E for a distance of 72.00 feet; thence run N 89° 26' 32" E for a distance of 31.42 feet to a point on the West line of STATE ROAD A-1-A; thence run S 13° 07' 29" E for a distance of 222.34 feet; thence run S 13° 32' 05" E for a distance of 102.64 feet; thence run S 13° 52' 05" E for a distance of 103.98 feet; thence run S 76° 07' 55" W for a distance of 74.00 feet; thence run N 13° 52' 05" W for a distance of 110.00 feet; thence run S 89° 29' 55" W for a distance of 883.67 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet; thence run N 89° 29' 55" E for a distance of 97.66 feet; thence run N 0° 30' 05" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 64.00 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 484.60 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 20.00 feet; thence run N 0° 30' 05" W for a distance of 181.89 feet; thence run S 89° 26' 32" W for a distance of 19.97 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 484.60 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 64.00 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 106.19 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet to the point of beginning, the above described parcel contains 4.572 acres more or less.

This instrument prepared by Curtis R. Mosley, Esq., of Wolfe, Kirschenb

FORM 131 Florida QUIT CLAIM DEED (From Corporation)

Caruso & Mosley, P. A., Post Office Box 757, Cocoa Beach, Florida 32901

TUTTLEMAN... CLERK, CIRCUIT COURT BREVARD COUNTY FLA.

# This Indenture.

Whenever used herein, the term "party" shall include the heirs, personal representatives, successors and/or assigns of the respective parties herein; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders; and, if used, the term "note" shall include all the notes herein described if more than one.

Made this 10th day of November, A. D. 1977

Between UNIVEL, INC.

a corporation existing under the laws of the State of Florida party of the first part, and PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation,

Brevard and State of Florida of the County of whose address is 3000 AIA, Indiantonic, Florida party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part has in and to the following described lot, piece or parcel of land, situate lying and being in the County of Brevard State of Florida, to wit:

See attached Addendum

TOGETHER WITH all right, title and interest to that certain lease recorded in Official Records Book 1426, Pages 167 - 207, inclusive, Public Records of Brevard County, Florida.

REC FEE \$ 10.00  
DCC SF. \$ .45  
INT TAX \$  
SER CHG \$  
REFUND \$  
Clerk Circuit Court Brevard Co. Florida

STORMS, TRACY, NEMMIE, DETTNER & GILIN POST OFFICE BOX 1376 MALDEN, FLORIDA 32901

835050

To Have and to Hold the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its Secretary the day and year above written.

(Corporate Seal)

UNIVEL, INC.

Attest: N.A. Waynert Secretary

By Scott Alles President

Signed, Sealed and Delivered in Our Presence:

Curtis R. Mosley OFF. REC. 2356

PAGE 0924

MAR 10 PM 1:48



State of Florida,  
County of BREVARD

I Hereby Certify, That on this 10<sup>th</sup> day of November, A. D. 1977,  
before me personally appeared SCOTT ALLES and  
N. A. WAYNERT, respectively President and Secretary  
of UNIVEL, INC., a corporation  
under the laws of the State of Florida, to me known to be the  
persons described in and who executed the foregoing conveyance to

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.  
and severally acknowledged the execution thereof to be their free act and deed as  
such officers, for the uses and purposes therein mentioned; and that they affixed  
thereto the official seal of said corporation, and the said instrument is the act and  
deed of said corporation.

Witness my signature and official seal at Cocoa Beach  
in the County of Brevard and State of Florida, the day and  
year last aforesaid.

My Commission Expires May 26,  
1978

Charles L. Anderson  
Notary Public

Date

TO

FROM CORPORATION

Quit-Claim Deed

OFF. REC.  
2356


PAGE  
0925

SCHEDULE A

Legal Description - Leased Area

Commence at the Northeast corner of Lot 22 of SANDPINES SECTION TWO according to the plat thereof recorded in Plat Book 23 at Page 28 of the Public Records of Brevard County, Florida; thence run N 89°13'17" E along the South line of STUART TERRACE according to the Plat thereof recorded in Plat Book 16 at Page 17 of the Public Records of Brevard County, Florida for a distance of 970.87 feet to a point on the West line of the SE 1/4 of Section 13, Township 27 South, Range 37 East; thence run S 2°18'13" E along said West line for a distance of 111.71 feet; thence run N 89°26'32" E for a distance of 8.00 feet to the Point of Beginning of the following described parcel of land; thence run N 89°26'32" E for a distance of 866.44 feet; thence run S 0°33'28" E for a distance of 72.00 feet; thence run N 89°26'32" E for a distance of 31.42 feet to a point on the West line of STATE ROAD A-1-A; thence run S 13°07'29" E for a distance of 222.34 feet; thence run S 13°32'05" E for a distance of 102.64 feet; thence run S 13°52'05" E for a distance of 103.98 feet; thence run S 76°07'55" W for a distance of 74.00 feet; thence run N 13°52'05" W for a distance of 110.00 feet; thence run S 89°29'55" W for a distance of 883.67 feet; thence run N 2°18'13" W for a distance of 64.03 feet; thence run N 89°29'55" E for a distance of 97.66 feet; thence run N 0°30'05" W for a distance of 45.00 feet; thence run N 89°29'55" E for a distance of 64.00 feet; thence run S 0°30'05" E for a distance of 45.00 feet; thence run N 89°29'55" E for a distance of 484.60 feet; thence run N 0°33'28" W for a distance of 45.00 feet; thence run N 89°29'55" E for a distance of 20.00 feet; thence run N 0°30'05" W for a distance of 181.89 feet; thence run S 89°26'32" W for a distance of 19.97 feet; thence run N 0°33'28" W for a distance of 45.00 feet; thence run S 89°26'32" W for a distance of 484.60 feet; thence run S 0°30'05" E for a distance of 45.00 feet; thence run S 89°26'32" W for a distance of 64.00 feet; thence run N 0°33'28" W for a distance of 45.00 feet; thence run S 89°26'32" W for a distance of 106.19 feet; thence run N 2°18'13" W for a distance of 64.03 feet to the point of beginning, the above described parcel contains 4.572 acres more or less.

STATE OF FLORIDA, COUNTY OF BREVARD  
I HEREBY CERTIFY that the foregoing is a true copy of  
the original filed in this office and may contain redactions  
as required by law.  
SCOTT ELLIS, Clerk of the Circuit Court

Date 4-25-18 by 



OFF. REC.  
2356

PAGE  
0926





201 DE 03-1-11  
OFFICE RECS 1426 PAGE 167

ATTACHMENT E

LONG TERM LAND LEASE

THIS LEASE, made and entered in the City of Indialantic, County of Brevard, and State of Florida, on this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 19\_\_\_\_, by and between BREVARD FIRST CORP., a Florida Corporation, hereinafter called the "Lessor", party of the first part, and

whose address is:

hereinafter called "Lessee", party of the second part. This Lease is made for the benefit of the parties, their heirs, personal representatives and assigns, and for convenience, reference is made to them in the singular number and the neuter gender.

WITNESSETH:

WHEREAS, Lessor is the owner of the land hereinafter described in Exhibit "A", and which Lease is recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_, in the Public Records of Brevard County, Florida, and

WHEREAS, the land described in Exhibit "A" is, or will be, fully improved with parking facilities, a tennis court, a swimming pool, and other recreational facilities, all of which is shown in Exhibit "B", and

WHEREAS, it is a condition of ownership of a condominium unit in the PALM COLONY CLUB CONDOMINIUM that a unit owner enter into a Lease of an undivided interest in said property.

WHEREAS, Lessee has simultaneously herewith purchased Condominium Unit # \_\_\_\_\_ in the PALM COLONY CLUB CONDOMINIUM, and desires to lease an undivided interest in the lands under the parking and recreational facilities which are shown in Exhibit "B".

NOW THEREFORE, in consideration of the Lessee's covenant and agreement to perform each and every of the terms, conditions and provisions of this Lease, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the Lessor has leased, rented, let and demised, and by these presents does lease, rent, let and demise unto the said Lessee, its successors and assigns, an undivided one two-hundred forty-eighth (1/248th) interest in and to that certain land upon which will be constructed parking and recreational facilities as set forth in Exhibit "B", which land is situate, lying and being in Brevard County, Florida, and is more specifically described in Exhibit "A" attached hereto, and by reference made a part hereof.

The terms and conditions of this Lease are as follows:

ARTICLE I.

TERMS:

This Lease shall be for a term of years, which shall commence at twelve (12) o'clock noon on \_\_\_\_\_ and, as aforesaid, shall continue thereafter until twelve (12) o'clock noon on January 1, 2073. For convenience, this Lease may be sometimes herein referred to as a 99 Year Lease.

ARTICLE II.

LESSEE'S USE NOT EXCLUSIVE:

Lessee acknowledges that this Lease grants to Lessee a non-exclusive possessory use of the lands described in Exhibit "A", and that Lessee's use of said lands will be along with, and in conjunction with and enjoyed simultaneously with, other unit owners, and with other persons who shall, by contract or otherwise, be entitled to the use of the lands and all parking and recreational facilities which are placed thereon. The leased lands as described in Exhibit "A", and the Lessee's use of the lands are subject to zoning, restrictions, easements, limitations, restrictions and covenants of record, taxes and special assessments, the



Declaration of Condominium of the PALM COLONY CLUB CONDOMINIUM, together with all Attachments and Exhibits thereto, the Management Agreement between PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC. and BREVARD FIRST CORP., and reasonable rules and regulations imposed upon said use by the Condominium Association, of which unit owner is a member, and by the appointed or contractual manager of the lands and facilities, as designated from time to time by the Condominium Association.

Lessor warrants and assures Lessee of quiet and peaceful possession and enjoyment of the leased lands against all persons whomsoever, excepting persons claiming by, through or under the Lessee and, subject to the rights which may exist by reason of the exceptions set forth in the preceding paragraph.

ARTICLE III.

RENT:

During the entire term of this Lease, Lessee will pay to Lessor, in advance, a rental fee of Twenty Dollars (\$20.00) per month, except as is hereinafter adjusted. The Lessee covenants and agrees with Lessor that, upon the closing date of the condominium unit, the Lessee will pay, in advance, to the Lessor, the first monthly rent and, thereafter shall pay the rent here reserved to Lessor on the first day of each and every month during the entire term of this Lease, the sum of Twenty Dollars (\$20.00), as from time to time adjusted, direct to Lessor. The rental will be subject to adjustment as hereinafter provided.

On January 1, 1977 and at the end of each third (3) year thereafter during the full term of this Lease, the base rental of Twenty Dollars (\$20.00) per month shall be adjusted either upward or downward, as the case may be, in order to cause the rent on each adjustment date to exactly reflect the increase or decrease in the cost of living index. In no event, however, shall the rental after adjustment go below the monthly base rental figure of Twenty Dollars (\$20.00). The formula for adjusting the monthly base rent of Twenty Dollars (\$20.00) is as follows:

Multiply the monthly base rental as of January 1, 1974, by the average of the Index numbers of the retail commodity prices for the months of September, October and November of the year in which the adjustment is made, and divide the result by the average of the Index numbers for the months of September, October and November, 1973, which is 136.6. The Index numbers to be employed are the Index numbers of the retail commodity prices designated as "Consumers Prices Index-All Items, United States City average for urban wage earners and clerical workers, (1967=100) which Index is prepared by the Bureau of Labor and Statistics of the United States Department of Labor. Any publication by either the United States Department of Labor or of the United States Department of Commerce, in which such Index numbers are published, shall be admissible in evidence in any legal or judicial proceedings involving this Lease without further proof of authenticity. In the event the United States Department of Labor ceases to prepare and publish such Index, the adjustment of rents shall thereafter be in accordance with the most closely comparable and related Index as determined by agreement of the Lessor and Lessee, and in the absence of such agreement, as determined by arbitration, or by a Court of competent jurisdiction. Once the rental is adjusted during any given three (3) year period, said rental shall continue during the entire thirty-six (36) months of said three (3) year period. Adjustments upward or downward shall be effective January 1, 1977, and on January 1 of each third (3rd) year thereafter and, as aforesaid, the rental as determined shall be paid for the full thirty-six (36) month period during such three (3) year term.

ARTICLE IV.

DEVELOPMENT OF PARKING AND RECREATIONAL FACILITIES:

Lessee acknowledges that Lessee is leasing from Lessor bare land and that Lessor, as Developer of the PALM COLONY CLUB CONDOMINIUM, is constructing as part of the common elements of the condominium certain recreational facilities on the leased land. The condominium unit owners shall own, as a common element of the condominium, all of the parking and recreational facilities.



The Lessor covenants with Lessee that Lessor will cause the property described in Exhibit "A" to be continuously improved with the parking and recreational facilities until the entire recreational and parking facilities will be as described in Exhibit "B", which completion shall be on or before March 1, 1975. Notwithstanding the fact that all recreational facilities are not now complete, nevertheless, such shall not be grounds for abatement of rents, as Lessee is leasing only land and not the facilities, and, therefore, Lessee agrees to pay to Lessor, at all times during this Lease, the full rental reserved to Lessor, in Article III of this Lease. Lessor's decision as to when to add the additional facilities, or the order of adding the facilities, shall be unilateral. Lessor, in making additional improvements, shall attempt to avoid interference with Lessee in Lessee's use of the then existing facilities and improvements. Any interference with Lessee's use of the leased facilities shall not be construed as a breach of Lessor's covenant of quiet enjoyment, or a breach of any of Lessor's other covenants or promises herein set forth. Lessor shall have the right of ingress and egress across any and all parts of the condominium lands during the time of the construction of the leased improvements. Lessor's additions to the lease facilities and improvements shall not increase the base rental due, or to become due, under Article III of this Lease, but all of Lessee's other covenants and promises hereunder, including, but not being limited to, paying of taxes, insurance, repairs and maintenance, shall attach to such other improvements and facilities as though said other improvements and facilities were originally set forth and included herein.

During the time that Lessor is making improvements to any of the leased lands, as hereinabove contemplated, Lessee covenants and agrees with Lessor that Lessee will not come on the premises being improved, interfere with the Lessor's activities or any of the employees, workers, tools or equipment of the Lessor, and any such conduct on the part of Lessee shall constitute a default under this Lease.

ARTICLE V.

**TAXES AND ASSESSMENT:**

In addition to the rent hereinabove specified, and as a further part of the consideration to be furnished by the Lessee, and as additional rental for the term

demised, the Lessee covenants and agrees with the Lessor that the Lessee will, during the full term of this Lease, promptly pay Lessee's proportionate part of all taxes of every kind and description, including by way of illustration and not limitation, sales or use taxes on rents, and real estate taxes, together with all charges and assessments, whether special or general (including specifically all special assessments and liens for public improvements imposed subsequent to the date that the term of this Lease begins), and other impositions and liens for public improvements, and in general, all taxes, tax liens, general obligations or liens in the nature of taxes which may be assessed, imposed or levied against the rent here agreed to be paid, the premises, including the land and all buildings, fixtures and improvements now existing or which may be hereafter placed thereon, including all taxes which are assessed by any and all Governmental authorities (city, town, county, federal, special drainage, school or other taxing agencies, authorities or districts or otherwise), together with any interest, penalties or other charges which may accrue thereon, provided that in the event any of said taxes or assessments are payable according to the terms of their imposition in installments, then the Lessee shall have the right to pay the same as such installments fall due. The parties intend that the obligation to pay all of said taxes and charges as enumerated in this paragraph, and as herein imposed upon the Lessee, shall extend to and include all taxes and charges assessed for or accruing after the date of this lease. Taxes and other charges shall be paid by the Lessee prior to their due date each year in which levied. Lessee covenants and agrees that it will pay all taxes and assessments for the last full calendar year of this lease.

In case the Lessee shall fail, refuse or neglect to make any or either of the payments in and by this Article required, then the Lessor may at Lessor's option, and without its constituting a waiver of the default thus occurring in the Lease, pay the same, and the amount or amounts of money so paid, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such payment, together with interest on all such amounts at the rate



of ten per cent (10%) per annum, shall and will be paid by the Lessee unto the Lessor, upon demand by the Lessor, and the payment thereof may be collected or enforced by the Lessor in the same manner as though said amount were an installment of rent specifically required by the terms of this Lease to be paid by the Lessee unto the Lessor upon the day when the Lessor demands the repayment thereof or the reimbursement thereof and from the Lessee.

The parties intend that any temporary extension by tax collecting authorities, or by ordinance, or by statute of the due or delinquency date of taxes, shall not accrue to the benefit of the Lessee, but the Lessee shall, in any event, pay taxes no later than their normal due date in the year in which levied, and at no time later than the delinquency date, whichever is earlier.

The Lessee shall deliver, or cause to be delivered, to Lessor, official receipts evidencing such payment of taxes, assessments and other charges due under this paragraph, such receipts to be delivered prior to the due date each year of the taxes or other charges that are levied. Should the Lessee desire to contest the validity of any tax, assessment or other charge, Lessee may do so without being in default hereunder, provided that the Lessee gives Lessor notice of Lessee's intention to do so, and furnishes Lessor with a surety bond acceptable to Lessor in the sum of one-hundred and fifty per cent (150%) of the amount of the tax, assessment or other charge claimed. Should the bond expire, or Lessee fail to be successful in the contest of such tax, assessment or other charges, Lessee shall immediately, forthwith and thereupon immediately pay such taxes, assessments or other charges so that there is no outstanding lien or encumbrance against the property for the same.

Lessee directs the Tax Assessor, Brevard County, Florida, to value the lands here leased, together with any improvements now existing or from time to time placed thereon and assess the same directly to the owners of the Condominium units in the same fractional proportion that each unit bears in the common expenses, as is set forth in Article XXI(4) of the Declaration of Condominium.

ARTICLE VI.

CONDOMINIUM PROJECT, DEFINITION:

The term "Condominium Project" or "PALM COLONY CLUB CONDOMINIUM PROJECT" as used in this Lease, shall mean the development and construction of the condominium buildings, units, common areas and condominium property through completion of two hundred forty-eight (248) condominium units.

LESSEE'S PROPORTIONATE PART, DEFINITION:

For the purposes of the preceding Articles and all subsequent Articles in this Lease in which the phrase "Lessee's proportionate part" is used, such phrase shall be understood to mean, and shall mean a one, two hundred forty-eighth (1/248th) fractional part of the whole total expenses and obligations of this Lease that requires performance by Lessee in conjunction with all other individual Lessees of the property described in Exhibit "A".

ARTICLE VII.

ACCEPTANCE OF PREMISES AND TITLE:

By the execution of this Lease, Lessee hereby accepts the title to the land described in Exhibit "A". Lessee warrants that it is familiar with the zoning ordinances, sub-division restrictions, if any, and such other statutes, both federal, state, county, municipal or otherwise, or things which may, in any way, affect said property.

Lessee, in acquiring this Lease, has done so as a result of a personal inspection of the premises, is aware that all parking and recreational facilities have not been completed, and that it may be some time before all such facilities are completed, and that the time schedule for completion of all of the facilities is within the discretion of Lessor and is acceptable to Lessee. Lessor warrants that all facilities listed in Exhibit "B" will all be completed and usable before March 1, 1975. Lessee acknowledges that the Lease facilities are not designed to accommodate all condominium unit owners at the same time, and that they must be shared in their use. No



OFFICE OF THE COUNTY CLERK  
REC'D 1426 PAGE 175

oral representations of any kind made by Lessor that is not incorporated in this instrument, shall be binding upon Lessor and Lessee, this Lease containing the full embodiment of the Lessor's and Lessee's agreement.

ARTICLE VIII.

CONSTRUCTION:

Lessor shall make all improvements to the leased land as required in the manner herein required. After these are completed, there shall be no other improvements or structures whatsoever located thereon without the specific approval and concurrence of the Lessor.

No structure or improvement once constructed may be demolished or altered, or in any way diminished in value by the Lessee or any person claiming hereunder, except in accordance with the provisions of Article XIII of this Lease entitled "Demolition Clause" and any attempt to demolish or diminish the size and value of such improvements shall constitute a violation of this Lease, unless done in accordance with the provisions of said "Demolition Clause".

ARTICLE IX.

LESSEE TO CARRY LIABILITY INSURANCE:

Lessee covenants and agrees that Lessee will pay Lessee's proportionate part of all expenses necessary to keep and maintain in good order, condition and repair, all structures and improvements now or hereafter situated on the demised premises, which property is subject to the Lessor's lien hereunder. Lessee agrees to save and keep the Lessor free and harmless from any and all damage and liability occasioned by the use of said premises, and to the extent of Lessee's proportionate part, shall indemnify and save harmless and Lessor from and against any loss, cost, damage and expense arising out of and in connection with any building and improvements upon said premises and out of any accident causing injury to any person or property whomsoever or whatsoever and due directly or indirectly to the use or occupancy of said premises; and the Lessee covenants and agrees to provide or cause to be provided fully paid-up policies of insurance generally known as public liability

policies and/or owners', landlord and tenant policies, insuring the Lessee and the Lessor against all claims and demands made by any person or persons whomsoever for injuries received in connection with the use, operation and maintenance of the property or the improvements and structures located thereon to the extent of not less than One Million Dollars (\$1,000,000.00) to cover the claim or damages from any single or specific cause, by any one person, and to the extent of not less than Three Million Dollars (\$3,000,000.00) to cover, in connection with any one particular accident or occurrence, the total aggregate of any claims that may arise or be claimed to have arisen against the Lessor as aforesaid. Lessee shall carry Fifty Thousand Dollars (\$50,000.00) minimum property damage insurance. Lessee agrees to adjust the minimum coverage above referenced at the time and in direct proportion to any rental increase as set forth and established pursuant to Article III above.

Whenever, under the provisions of this Lease, policies of insurance are required to be issued or maintained by the Lessee, Lessee shall cause the original of such policies or certificates of the issuance thereof to be delivered to the Lessor as evidence of the compliance by the Lessee with the terms and provisions of this instrument, except where the terms of any mortgage require that said policies be held by the mortgagee, the Lessee shall furnish Lessor with a conformed copy of the policies.

ARTICLE X.

FIRE, WINDSTORM AND CASUALTY PROVISIONS: RELATED INSURANCES:

The Lessor does hereby covenant and agree with the Lessor that Lessee will at all times during the term of this Lease insure or cause to be insured (1) any and all buildings or improvements that may be built or placed upon said demised premises, and (2) Lessee's condominium unit which is pledged to Lessor to secure Lessee's performance hereunder, in good and responsible insurance companies authorized to do business in the State of Florida, and approved by the Lessor or any mortgagee. then holding a mortgage encumbering the demised premises, for protection against



all loss or damage by windstorm or fire and other casualty, to an amount that will be sufficient to prevent co-insurance on the part of the Lessor or Lessee, and all policies issued and renewals thereof shall be payable in the event of loss to the Lessor and the mortgagee, if any, as their interests may appear, provided, however, that Lessee's liability for insurance costs shall be limited by Lessee's percentage interest in this Lease. In the event of the destruction of said structures or improvements or said personal property by fire, windstorm, hurricane, or other casualty for which insurance money shall be payable, such insurance money shall be paid to an Insurance Trustee as provided for in the Declaration of Condominium of PALM COLONY CLUB CONDOMINIUM, and shall be used for the reconstruction or repair, as the case may be, of any improvement or structure damaged or destroyed by fire, windstorm, hurricane or other casualty for which the insurance money was payable. The Insurance Trustee shall pay out from the insurance proceeds from time to time, on the estimates of any architect or requisition of any general contractor licensed in the State of Florida selected by the Lessee and approved by Lessor, who shall have supervision of such reconstruction and repair, providing the same certifies that the amount of each estimate or requisition is, or has been, applied to the payment of the reconstruction or repairs, and at a reasonable cost therefor, provided further that it first be made to appear to the satisfaction of the Insurance Trustee that the amount of money necessary to provide for the reconstruction or repair and refurnishing of any structure or improvement destroyed or damaged as aforesaid, according to the plans adopted therefor, which may be in excess of the amount received upon such policies, has been provided by the Lessee for such purpose and its application for such purpose assured.

The Lessee covenants and agrees with the Lessor that in the event of the destruction or damage of any structure and or improvements, or any part thereof, and as often as the same shall be destroyed or damaged by fire, windstorm, hurricane or other casualty and whether or not covered by insurance, the said Lessee shall rebuild and repair the same upon the same general plans and dimensions as

before the said fire, windstorm, hurricane or other casualty, or upon such other plans as may be agreed upon in writing by the said Lessor and Lessee respectively, the reconstruction so rebuilt and repaired and the personal property so replaced to be based upon the same value as the building and improvements upon the demised property prior to such damage or destruction, and shall have the same rebuilt and ready for use within six (6) months from the time when the loss or destruction occurred and shall be free and clear of all liens or claims of contractors, sub-contractors, mechanics, laborers and materialmen or the possibility thereof.

If at any time such insurance money comes into the possession of the Insurance Trustee after destruction by fire, windstorm, hurricane or other casualty, and the Lessee is in default in payment of any rent, tax assessment, lien or other charges which, by the terms of this Lease, has been agreed to be paid by the Lessee, or if such default shall occur during the time said insurance money, or any part thereof, is in the bank account, as aforesaid, then Lessor shall be entitled to receive from the Insurance Trustee, upon written application therefor, and with the written consent of permitted mortgagee, so much of the insurance money as may be necessary to fully pay or discharge any such sum of money in the payment of which the Lessee is in default, as aforesaid, and this shall be done whenever and as often as any such default shall occur on the part of the Lessee. Nothing herein contained, however, shall be construed as permitting the Lessee to default in the payment of the rentals or other charges herein stipulated to be paid, or in the performance of the other covenants of this lease, and the Lessor may, at Lessor's option, in case of default in the payment of such rents or other charges, or default in the performance of any other covenant in this Lease, proceed against the Lessee for the collection of such rentals and charges, and recover and take possession of Lessee's interest in and to the premises herein described, in accordance with the provisions of this Lease herein set forth, and without prejudice to its rights to the benefit of such insurance money as security for the payment of such rentals and other charges. Lessee will forthwith reimburse the Insurance Trustee and immediately deposit for the purpose of reconstruction or repair, any amount so paid thereout on account of any default of the Lessee.



REV. 1426 PAGE 179

It is agreed by and between the Lessor and the Lessee that, any excess of money received from insurance remaining with the Insurance Trustee after the reconstruction or repair of such building or buildings, if there be no default on the part of the Lessee in the performance of the covenants herein, shall be paid by the Lessee. In case of the Lessee not commencing the reconstruction or repair of said buildings and prosecuting them continuously to completion and causing such completion to be accomplished within six (6) months after the occurrence of such damage or loss occasioned, as aforesaid, (exclusive of delays caused by strikes, war, fire and other casualty) then the amount so collected or the balance thereof remaining with the Insurance Trustee, as the case may be, shall be paid to the Lessor, who shall complete such work of reconstruction or repair and shall charge any and all expenses incurred or monies spent over and above the monies collected back to and against Lessee.

ARTICLE XI.

PLEDGE OF CONDOMINIUM PARCEL:

As security for Lessee's Lease performance and the Lease performance of all persons hereafter acquiring title to Lessee's condominium parcel, Lessee, for itself and for Lessee's heirs, executors and assigns, and all persons holding hereafter by, through or under Lessee, until the end of this Lease, has here and by the execution of this Lease does hereby irrevocably pledge to Lessor, during the entire term of this Lease, Lessee's condominium parcel in the PALM COLONY CLUB CONDOMINIUM (identified on Page One of this Lease), as security for the full, faithful and complete performance of all of Lessee's obligations under this Lease. This pledge is made with the understanding, knowledge and agreement by Lessee, that should Lessee default in the payment of any monetary obligations required by this Lease to be paid, and should such delinquency continue beyond the grace period, or should Lessee fail to discharge Lease obligations other than money obligations within a proper time, then the Lessor shall have the right to immediately sell the herein pledged condominium parcel for and in behalf of the Lessee, at public or private sale, without notice, or if Lessor desires, to foreclose upon the condominium

unit of Lessee as though the Pledge were a mortgage, and from the gross proceeds of such sale in either case, to pay all necessary costs and expenses of such sale and/or foreclosure, including a reasonable attorney's fee, and thereafter, (1) apply the proceeds first to the delinquent sum due under this Lease; (2) next apply the proceeds to any outstanding mortgage balance as to both principal and interest; and (3) to pay the balance, if any, to the Lessee, which sum Lessee shall accept in full satisfaction and discharge of all right, title and interest which Lessee had in and to such condominium unit. In such event, Lessee shall vacate the premises and convey by proper Deed, the pledged condominium parcel simultaneously with the sale thereof. There shall be no deficiency decree obtained against the Lessee as a result of such foreclosure. In the event that Lessee shall fail to convey by proper Deed the pledged condominium parcel as agreed aforesaid, Lessee, by this Article, does hereby irrevocably designate the Lessor as Lessee's agent to make a good and proper conveyance of said condominium parcel.

The meaning of the word "Lessee" as used in this entire ARTICLE XI shall be held to include not only the present Lessee but all persons acquiring an interest in the subject condominium parcel in the chain of title below the present or first Lessee, and therefore all persons claiming by, through or under Lessee.

**TRANSFER OF INTEREST:**

Should Lessee transfer Lessee's condominium unit in PALM COLONY CLUB CONDOMINIUM, this Lease shall automatically, and without further documentation or reference to an assignment, be assigned simultaneously with, and as a part of (even though not specifically mentioned), the Deed of Conveyance or other lawful means of the transfer and conveyance. The ownership of a condominium and the lease of the recreational facility shall not be separated, but shall be simultaneously passed from owner to owner. The transfer of a condominium parcel shall constitute a release of the transferor of further liability under said Lease from the date of the transfer forward, and the acceptance of a Deed or other instrument of conveyance of an interest in the condominium parcel shall automatically constitute; (1) an assumption of the several terms and conditions of such lease; (2) a ratification of the terms and conditions of said lease; (3) an agreement to carry out all of the terms and conditions of said lease; and (4) an acknowledgement of the continuation of the pledge of the



SEAL OF THE STATE OF TEXAS

OFFICE REC'D 1426 PAGE 181

condominium parcel acquired to Lessor as security for Lessee's lease performance hereunder.

ARTICLE XII.

APPOINTMENT OF CONDOMINIUM ASSOCIATION AS AGENT;  
LIMITATION OF JOINT LIABILITY:

Lessee does here irrevocably designate and appoint the PALM COLONY CLUB ASSOCIATION, INC. (the Association responsible for the management of the condominium) as Lessee's Agent to fulfill and carry out for and in behalf of Lessee, all of the several terms and conditions of this Lease which require the participation of Lessee and the other holders of an undivided fractional leasehold interest in and to the lands covered by this Lease. Lessor and Lessee acknowledge that each condominium unit owner shall be liable to Lessor for only the condominium unit owner's proportional part of all costs, expenses, charges, damages, claims or other monies owed, due or arising in favor of Lessor under this Lease, where all Lessees (condominium unit owners) must account in concert with each other for full performance. All condominium unit owners (and the Lessee here) by accepting the Deed of conveyance to their unit, agree that they will comply with the several terms and conditions of this Lease; that each and all will pay the charges on their part to be paid; and that each and all will cooperate with the others and act in concert to fulfill the terms and conditions hereof. Lessor agrees with Lessee that Lessor shall not look to the condominium unit owners as being jointly liable, but shall look simply to each such Lessee (unit owner) for the performance of their proportional part of the monetary obligations hereunder, and a breach of this Lease by one unit owner (Lessee) shall not cause the entire Lease to be in default or the other Lessees to be in default, but such monetary default shall relate only to the particular unit owner in default, and action for such default shall be taken only against the defaulting Lessee.

ARTICLE XIII.

DEMOLITION CLAUSE:

Lessee covenants and agrees that no improvement or structure on the leased

property, nor a condominium unit owner's pledged condominium unit as security for such condominium unit owner's performance under the sub-lease, once constructed, shall be moved or torn down in whole or in part, unless Lessee shall first have agreed in writing, in a manner approved by Lessor, to replace or restore the improvement, or to repair or replace the portion thereof demolished with others of equal or greater value. Once approval of such is made, no work or demolition shall be commenced until Lessee shall have first furnished the Lessor, and the Lessor shall have approved the plans and specifications, the contract of demolition and reconstruction, and the Lessee shall have an escrow fund sufficient in amount to assure the payment for such work. The Lessee shall also furnish the Lessor with a good and sufficient performance and payment bond with corporate surety, by a surety company authorized to do business as such in Brevard County, Florida, and currently listed on the United States Treasury List of Approved Bonding Companies in good standing and conditioned upon the said work of restoration, renovation or replacement being carried through to completion in accordance with the terms hereof, and all bills for work, labor, services and/or materials utilized in said work being paid and waivers of lien therefor procured. The said work, when started, shall be carried through continuously to completion and the time between the starting of the demolition and the completion of the work shall not be longer than twelve (12) months. Nothing herein contained shall be construed as:

- (a) Prohibiting Lessee from making repairs, doing ordinary remodeling in order to preserve any structure or improvement which may be located upon the demised or pledged premises or in order to extend or bring the same up to date.
- (b) Requiring the Lessor to join in any mortgage in connection with or become liable in any way for any portion of the cost of doing any work of demolition, repair, remodeling or rebuilding.
- (c) Relieving Lessee of any rental payment due under this Lease.



ARTICLE XIV.

OFFICE 1426 PAGE 183

FIXTURES AND EQUIPMENT:

It is further understood by and between the parties that during the continuance of this Lease, the Lessee shall take care of and preserve any and all fixtures and equipment installed on the leased premises and in the pledged condominium unit, reasonable wear and tear excepted, and will allow the Lessor to check said fixtures and equipment installed on or in said demised premises and pledged condominium unit and, in the event of termination of this Lease by default, the fixtures and equipment shall belong to, and be the property of, the Lessor. The provisions hereof apply to the replacement of any such fixtures and equipment; but nothing herein contained shall be construed as depriving the Lessee of the privilege of selling, or otherwise disposing of, any part of said fixtures and equipment, if simultaneously with such sale and disposal, the Lessee replaces such article so sold and disposed of with other articles of similar utility, and of the same quality and value or greater, as the disposed of articles had when new; nor shall this section of the Lease be so construed that the natural depreciation and obsolescence loss through use of said personal property will constitute a default hereunder.

ARTICLE XV.

LESSOR'S INTEREST NOT SUBJECT TO MECHANIC'S LIEN:

It is hereby stipulated and agreed by and between the parties hereto that during the demised term, there shall be no mechanic's lien upon the Lessor's interest in the demised land and in the structures and improvements located thereon arising through the act of the Lessee, or any person claiming under, by or through the Lessee, and that no person other than the mortgagee as provided for herein below shall ever be or become entitled to any lien, directly or indirectly derived through or under the Lessee, or through or under any act or omission of Lessee, superior in rank or dignity to that of this indenture reserved to the Lessor upon the lands hereby demised or upon any improvement now or hereafter situate thereon, or upon any insurance policies or insurance money aforesaid, for or on account of any labor or material furnished for

any such improvements, or for or on account of any material or thing whatsoever, and nothing in this indenture contained shall be construed in such a way as to contradict this provision in this indenture. All persons furnishing any such labor or material to the Lessee, or to the premises, at the Lessee's order, or at the order of any person dealing directly or indirectly with the Lessee, as well as all persons whomsoever, shall be bound by this provision and by notice thereof from and after the date of this indenture, and all materialmen, contractors, mechanics and laborers are hereby charged with notice that they must look to the Lessee and Lessee's interest only in the above-demised land, Lessee's interest in all buildings and improvements thereon located, to secure the payment for any bills for work done, or materials furnished or performed during the term hereby granted.

The Lessee shall have no authority to create any lien for labor or material upon the Lessor's interest in the demised premises, and neither the Lessee, nor any one claiming by, through or under the Lease, shall have any right to file and place any labor or material lien of any kind or character whatsoever upon the demised premises, and the building and improvements thereon located so as to encumber or affect the title of the Lessor in said land and the buildings and improvements thereon located, and all persons contracting with the Lessee for the erection, construction, installation, alteration or repair of any building, buildings or other improvements, or for the destruction or removal of any building or buildings upon the demised premises, including furnishings and fixtures and all materialmen, contractors, mechanics and laborers, as heretofore mentioned, are hereby charged with notice that as and from the date of this instrument they must look to the Lessee and the Lessee's interest only in and to the demised premises to secure the payment of any bill for work done, or materials furnished, or performed during the term hereby granted.

The mere filing of a mechanic's or materialman's lien or liens, however, shall not of itself constitute a default hereunder, provided the Lessee, within thirty (30) days after receipt by it of written notice of lien from the lienor or within thirty (30) days after recording of such notice of lien among the Public Records of Brevard



County, Florida, in the event notice of liens is not served upon the Lessee, shall cause the same to be cancelled, released and extinguished, or the premises released therefrom by the posting of bond, or by any other method prescribed by law, and proper evidence thereof be furnished to the Lessor, and if such lien or liens appear of record, the Lessee shall cause the same to be cancelled, satisfied, and discharged of record. If, however, the Lessee shall dispute the amount or validity of any mechanic's or materialman's lien claimed, or any other claim asserted, the Lessee shall post a bond with the Lessor in the amount of one and one-half times the amount of the lien or claim, and with all due diligence, institute or defend an appropriate action or proceeding in a court or courts of competent jurisdiction upon the cause of action, and shall be injunction, due defense of the suit, or otherwise prevent any sale or impairment of the title of the Lessor, and shall prosecute or defend such action or proceeding with reasonable diligence to a final determination, and if such suit or defense shall be instituted within said period of thirty (30) days after the time when said lien shall have been filed, then, in such a case, the time reasonably required in the litigation of such action shall be added to the above thirty (30) days time; lien shall have been filed, then, in such a case, the time reasonably required in the litigation of such action shall be added to the above thirty (30) days time; provided, however, that in any event it shall be the duty of the Lessee after contesting such lien, to cause the said lien to be cancelled, released, extinguished, or adjudicated not to exist, or to cause the premises to be released therefrom by the posting of bond or by any other method prescribed by law at least thirty (30) days before the time when the premises or any interest therein, or the Lessee's interest therein, might otherwise be offered for sale by reason of said lien; and promptly upon relieving the premises of such claim, the Lessee shall have the duty of furnishing the evidence thereof unto the Lessor.

ARTICLE XVI

OFFICE RECS 1426 PAGE 186

PAYMENT OF INSURANCE PREMIUMS.

It is further understood and agreed that the Lessor shall in no way be or become liable for the payment of any of the premiums required to be paid for any of the policies of insurance required in and by this instrument to be procured by the Lessee, nor shall the Lessor in any way be responsible for the collection or non-collection of any of the proceeds from any of the said policies of insurance.

It is further covenanted and agreed that in case, at any time during the continuance of this indenture, the Lessee shall fail, refuse or neglect, after being given ten (10) days notice by the Lessor to procure or pay for any of the policies of insurance required in and by this instrument to be procured and paid by the Lessee or to keep and maintain the same in full force and effect, the Lessor, at its option (and without such act constituting a waiver of the default by the Lessee thus occurring) may procure or renew such insurance; and thereupon, the amount of money paid as the premium or premiums thereon, plus interest at the rate of ten per cent (10%) per annum, shall be collectible as though it were rent then matured hereunder and shall be due and payable in ten (10) days after the date of payment by the Lessor. In absence of Lessee's compliance herewith, Lessor may pursue and avail itself of any of its several remedies reserved unto itself under Article XX of this Lease, or this indenture and the term hereby created may, at the option of the Lessor, be terminated and declared at an end, and all of the rights, estates and interest of the Lessee in such event hereunder shall immediately cease.

ARTICLE XVII

USE OF PREMISES.

Except with the prior written consent of Lessor, Lessee shall use the leased lands and improvements thereon only for (a) parking and recreational, sports, social and related purposes and (b) such buildings and facilities for



maintenance, equipment, storage and residences of employees whose duties require that they live on the premises as may be necessary or incidental to the permitted purposes. The permitted uses shall not include facilities which are intended primarily for use by the general public, rather than condominium owners, such as commercial restaurants, commercial cocktail lounges or other commercial enterprises or uses.

Lessee further covenants and agrees that said premises and all structures and improvements thereon, during the term of this Lease, shall be used only and exclusively for lawful purposes, and that said Lessee will not use, or suffer anyone to use, said premises or structures thereon for any purpose in violation of the laws of the United States, the State of Florida, or the ordinances and regulations of the municipality in which it lies. Said Lessee covenants and agrees to save said Lessor harmless from every such violation.

ARTICLE XVIII

COMPLIANCE WITH REGULATIONS OF PUBLIC BODIES.

Lessee covenants and agrees that it will, at its own cost make such improvements on the premises and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the property, including by way of illustration and not in limitation, compliance with fire, sanitary, health and safety regulations and zoning and set-back requirements.

ARTICLE XIX

UTILITY CHARGES.

The Lessee agrees and covenants to pay, or cause to be paid, all charges for water, gas, electricity, and/or public utilities used on or about the said premises, and to pay, or cause to be paid, the same monthly, or as they shall become due.

ARTICLE XX

ASSIGNMENT AND ENCUMBRANCE.

A. Lessor's Right to Assign and Encumber. In order to place the improvements on the leased lands as contemplated in Exhibit "B", the Lessor shall have the unqualified and unrestricted right to mortgage all or any part of the herein leased property for the purpose of obtaining construction mortgage funds for the development of such recreational facilities. This clause shall automatically act as a consent to such construction mortgage (s) by the Lessee, and as a subordination by Lessee of Lessee's right, title and interest in and to such leased property to the operation and effect of such mortgage (s) without further action by Lessee or without further consent thereto. Should the Institutional Lender, nevertheless, require the joinder by Lessee in the mortgage instrument or require the execution of another subordination agreement, Lessee hereby appoints PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC. as its agent, and clothes said Association with full power of attorney, to execute for and in behalf of Lessee any and all instruments and documents of subordination, the Lessee here ratifying and confirming and being bound by all acts of the Association taken in behalf of Lessee.

Additionally, the Lessor shall have the right, at all times, to mortgage and encumber its interest under this Lease, and in and to the leased premises, and the Lessee's interest in and to the same shall, at all times, be subordinate and inferior to such mortgage (s), provided the Lessee shall, at all times, have the right to use, occupy and enjoy the demised premises in accordance with the provisions of this Lease so long as it shall perform all of its promises and covenants as herein provided. As a covenant by Lessee with Lessor, Lessee agrees that so long as Lessee is the owner of a condominium unit in the condominium project, Lessee will designate and appoint the Condominium Association as attorney in fact to act for Lessee in subordinating Lessee's interest in and to the leased premises and this Lease to any such mortgage or mortgages by an instrument of subordination, or by joinder as mortgagor in such mortgage as the mortgagee may require, provided that by such joinder the Lessee shall not assume the obligations of the mortgagor.



This appointment of and the granting of the power of attorney to the Condominium Association shall not be revoked so long as Lessee is a condominium unit owner in the condominium project.

B. Assignment. The Lessor may freely assign, in whole or in part, all or any part of its right, title and interest in and to this Lease and the demised premises.

C. Assignment and Mortgage by Lessee. This Lease shall not be assigned by Lessee except as an incident to, and simultaneously with, the conveyance by Lessee of Lessee's condominium unit in PALM COLONY CLUB CONDOMINIUM. Upon the conveyance by Lessee of Lessee's condominium unit, Lessee's interest in this Lease shall be automatically assigned by Lessee to the new unit owner, whether actual reference to the assignment is made or not in the Deed, and regardless of whether a separate instrument of assignment is made. The recording of the instrument of conveyance shall release the Lessee of liability beyond the date of the recording, and the recording shall constitute an assumption, ratification and acceptance of the Lease by the new unit owner. Neither the Lessee, nor Lessee's assignee, nor any person holding by, through, or under Lessee, shall have the right to mortgage or otherwise encumber Lessee's leasehold interest, except where such mortgage is incident to the placing of an institutional permitted mortgage on Lessee's condominium unit. (For permitted mortgages, see Article XXX of this Lease).

ARTICLE XXI

MAINTENANCE AND REPAIRS.

The Lessee agrees and covenants that it will pay Lessee's proportionate part of all expenses and charges in order to keep and maintain, and replace as necessary when worn out or obsolete, all structures, fixtures and improvements which may, at any time, be situated on said demised premises during the term of this Lease, and all appurtenances thereunto belonging or appertaining, including by way of illustration and not limitation, all land-

scaping, sidewalks, steps, the interior and exterior of all structures, in good and substantial repair and in a clean and sanitary condition, reasonable wear and tear, of course, being excepted, and will use, keep and maintain such premises and improvements thereon, as well as the sidewalks in front of and around such building, in conformity to and in compliance with all orders, ordinances, rulings and regulations of all Federal, State, County and City governments or regulating bodies having jurisdiction thereof, and the statutes and the laws of the State of Florida, and of the United States and of any lawful authority applicable to and affecting the same, and to the extent of Lessee's proportional part, will protect and indemnify forever, save and keep harmless the Lessor by and from any loss, costs, damages and expenses occasioned by or arising out of any breach or default in the performance and observation of any provision, conditions, covenants and stipulations in this Lease contained or occasioned by or arising out of any accident or injury or damage to any person whomsoever or whatsoever happening, or done, in or about or upon the said premises or due directly or indirectly to the construction, tenancy, use or occupation of said premises, or upon the sidewalks adjoining the same by the Lessee or any person or persons occupying, holding or claiming by, through or under it.

ARTICLE XXII

NON-INSURED DAMAGE.

The parties hereto have agreed that Lessee will carry the maximum amount of insurance for Lessee's and Lessor's protection; however, should any structure or the improvements on the herein leased lands be damaged by a cause or causes not covered by or not available through insurance policies, then in such event, the following provisions shall apply:

(1) If the damage is less than Ten Thousand Dollars (\$10,000), Lessee shall immediately and forthwith repair the premises as though the same were a repair occasioned by normal wear and tear, and as covered by the repair and maintenance clause of this Lease.



(2) Should the damage to the premises exceed Ten Thousand Dollars (\$10,000), then in such event, Lessee shall within thirty (30) days of the damage, deposit with Lessor a sum of money in cash sufficient to repair all damages, and thereafter Lessee shall actively begin repairs on the buildings and premises, and such repairs shall be diligently continued until completion of all repairs.

ARTICLE XXIII

DEFAULT.

In the event that Lessee should be in default under any of the terms and conditions of this Lease, Lessor shall notify Lessee thereof by Certified Mail, return receipt requested, addressed to the Lessee at Lessee's apartment in the PALM COLONY CLUB CONDOMINIUM. Lessee shall have five (5) days after delivery of such notice of Delinquency to Lessee's condominium unit, or such other place as Lessee shall direct in writing, within which to make a correction of such default.

Defaults, for the purpose of this Lease, shall fall into two categories: one category being the non-payment of the monthly rental payment when and as is due; and the second category being all other defaults brought about by failure to comply with the other terms and conditions of this Lease.

(a) Failure to Pay Rent.

Should Lessee fail to pay the rent required of Lessee to be paid under ARTICLE III of this Lease, then after the expiration of the five (5) day period after delivery of the Certified Mail to Lessee's condominium unit, as aforesaid, Lessor shall have and may exercise any of the following rights against Lessee, either singly or cumulatively:

1. The right to accelerate all or any part of the total Lease rental, sufficient in Lessor's opinion to provide protection against future default, which shall, upon notice, become immediately due and payable.
2. Lessor shall be entitled to enforce the pledge of the Lessee's condominium unit and enter such unit with or without process of law and take possession, and at either a private or public sale, with or without order of

court, sell said apartment to the highest bidder, applying the proceeds of such sale to the debt owed to the Lessor and paying the balance to the Lessee. There shall be no deficiency judgment obtained against the unit owner. In the event that Lessor shall institute collection procedures of any kind, shall engage an attorney to help collect the delinquent rental or shall bring foreclosure proceedings against the unit owner's pledge to condominium unit, said delinquent unit owner shall pay to the Lessor all court costs, interests and reasonable attorney's fees incurred or accrued by the Lessor.

3. Should Lessee fail to pay to Lessor the rent herein reserved to Lessor, and should such delinquency continue beyond the five (5) day grace period, on the sixth (6th) day, Lessor shall automatically impose a late charge of One Dollar (\$1.00) per day, retroactive to the first day of delinquency, and continuing thereafter until the default is cured, said charge constituting reimbursement to Lessor for costs incurred by Lessor in collecting, or attempting to collect, the delinquent rent. Should Lessee attempt to correct a default after the fifth (5th) day of its existence, Lessor shall not be under any duty or obligation to accept such payment of monies from Lessee until the late charge is first paid.

(b) Other Default.

Should Lessee be in default under the several terms and conditions of this Lease for any reason other than failure to pay rent, and should Lessee fail to start making correction of such default within the five (5) day period after the Notice of Default has been sent Certified Mail by Lessor to Lessee at Lessee's condominium unit, then Lessor shall have the right (but not the obligation) to begin corrective action and remedy Lessee's default, and to charge all costs, expenses or other charges, both direct and indirect, including attorney's fees incurred by Lessor in correcting the default of the Lessee, to Lessee, and shall be entitled to recover such monies from Lessee as though the same were rent. For purposes hereunder, all costs, charges and expenses as herein referred shall be determined and are here agreed to be "additional rent" and as such, should Lessee fail to pay such additional



rent to Lessor within five (5) days after Lessor has billed Lessee therefor, then Lessor shall be entitled to proceed against Lessee under sub-paragraph (a) of this Article XXIII, supra, and collect the additional rent by either accelerating all or any part of the total rental as is there provided, or by enforcing Lessee's pledge of Lessee's condominium unit as is there provided.

It is agreed, however, by Lessor with Lessee, that Lessee shall not be responsible nor liable to Lessor for any other condominium unit owner's rent or proportionate part of expense.

ARTICLE XXIV

LESSEE'S DUTY TO INDEMNIFY LESSOR AGAINST LITIGATION.

It is mutually covenanted and agreed by and between the parties hereto that in case the Lessor shall, because of Lessee's default hereunder, bring suit against Lessee or should Lessor be made a party to any litigation commenced by or against the Lessee, then in either event Lessee shall pay all costs and reasonable attorney's fees incurred by or assessed against the said Lessor in bringing such suit to enforce the covenants, agreements, terms and provisions of this Lease or in connection with effecting the collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease or as may be incurred by Lessor in defending against a suit brought by Lessee or such other person where there has been no default hereunder by Lessor, and the rent reserved in this Lease, and all taxes and assessments and the payment of all money provided in this Lease, to be made by the Lessee, shall be and they hereby are declared, to be a first lien upon Lessee's condominium apartment as aforesaid and upon all structures and improvements placed upon said demised premises and upon the leasehold interest hereby created, and upon the rent of all buildings and improvements situated upon such premises at any time during said term, subject to the provisions of this Lease respecting the existence or creation of liens which are or will be prior to the lien for rent. In the event that legal proceedings should be instituted against Lessee for alleged default in any of the covenants, agreements, terms and provisions of this Lease, or in connection with effecting

collection of any rents hereunder, or in requesting or compelling the Lessee, by service of notice, to comply with the terms, covenants, agreements and provisions of this Lease, and should said litigation terminate in favor of the Lessee or should litigation be involuntarily dismissed by the Lessor, then in such event the Lessor agrees to pay to Lessee's attorney a reasonable attorney's fee for services rendered for the Lessee in such proceeding or proceedings.

ARTICLE XXV

INDEMNIFICATION AGAINST CLAIMS.

Lessee shall indemnify and save harmless the said Lessor from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Lease, for any personal injury, loss of life and/or damage to property sustained in or about the demised premises or the buildings and improvements thereon, or the appurtenances thereto or upon the adjacent sidewalks or streets and from and against all costs, counsel fees, expenses and liabilities incurred in and about any claim, the reasonable investigation thereof relative to any lawsuit or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein.

ARTICLE XXVI

CONDEMNATION CLAUSE.

If the whole of the demised premises shall be taken for any public or quasi public use, under any statute or by right of eminent domain, then this Lease shall automatically terminate as of the date that possession has been taken. If less than the whole of the demised premises are taken, the Lease shall continue, and there shall be such abatement of rent or other adjustments made as shall be just and equitable under the circumstances. There shall be no reduction in rent in the event that any public street is widened or a new public street is made through, on or in part of the demised premises.

After condemnation proceedings have been completed and monies paid for the condemned property, Lessee shall restore the premises to as



nearly the same condition as they were in prior to the condemnation as is possible. As security for restoring and repairing the premises and improvements, the monies awarded to the Lessee in condemnation shall be deposited and thereafter disbursed in the same manner as has been provided for in this Lease with reference to the receipt and disbursements of benefits accruing from the proceeds of fire or windstorm insurance policies; and after the work of repair and restoration is fully completed, free and clear of all liens and encumbrances, the balance, if any, of the sum remaining shall be paid to the Lessee. If the condemnation results in no physical damage to the buildings or other improvements on the demised premises, then any award due to Lessee shall be paid directly to Lessee.

In the event of a taking resulting in the termination of this Lease pursuant to the provisions of this Article, the parties hereto agree to cooperate in applying for and in prosecuting any claim for such taking, and further agree that the aggregate net award, after deducting all expenses and costs, including attorney's fees incurred in connection therewith, payable either to the Lessor or Lessee, shall be paid to the Lessor (or, if required, to any Mortgagee) and distributed in the manner and in the sequence set forth hereinafter, with the Court under whose jurisdiction the eminent domain proceedings are pending making the determination necessary to carry out the following distribution:

1. There shall be paid to the Lessor the following:
  - (A) The fair market value of the portion of the premises taken in an unimproved, unencumbered state as of the date of the taking, and
  - (B) The fair market value of the land improvements, excluding the buildings and other recreational facilities owned by Lessee jointly with the other Lessee-unit owner in the PALM COLONY CLUB CONDOMINIUM. Lessor shall pay any of its mortgages or liens or encumbrances on the condemned premises out of the amounts provided for in this sub-section.

- (C) All damages suffered by Lessor by virtue of the loss and/or termination of Lessor's leasehold interest, and
- (D) All other damages of Lessor provided, however, in the event the total of all elements of Lessor's damages exceed the total net award, then Lessor shall not have any claim against Lessee for such excess.
2. The balance of the condemnation award shall be paid to the Lessee according to Lessee's proportionate part and interest therein.

ARTICLE XXVII

LEASE NOT AFFECTED BY DAMAGE TO PROPERTY.

No destruction or damage to the land or any building or improvements by fire, hurricane, windstorm, erosion, insurrection, riot, war or other casualty or calamity of any kind, character or nature shall be deemed to entitle the Lessee to surrender possession of the demised premises or to terminate this Lease, or to violate any of its provisions, or to cause any rebata or abatement in rent then due, or thereafter becoming due, under the terms thereof.

ARTICLE XXIX

LESSOR'S RIGHT OF ENTRY AND EASEMENT.

(a) The Lessor and the Lessor's agents shall have the right to enter the leased and pledged premises at all reasonable times to examine the condition and use thereof, provided only, that such rights shall be exercised in such manner so as not to interfere with the use of said premises; and if the same premises are damaged by fire, windstorm, or by any other casualty which causes the premises to be exposed to the elements, then the Lessor may enter upon the premises to make emergency repairs, but if the Lessor exercised Lessor's option to make emergency repairs, such act or acts shall not be deemed to excuse the Lessee from Lessee's obligation to keep the premises in repair, and the Lessee shall, upon demand of the Lessor, reimburse the Lessor for the cost and expense of such emergency repairs.



(b) The Lessor is the Developer of the PALM COLONY CLUB CONDOMINIUM. Until all condominium units are sold, or until all recreational facilities to be located on the here leased land, are completed and in place, or until March 1, 1975, whichever shall occur last, the Lessor hereby reserves unto itself its heirs, successors and assigns, and unto its guests, servants, invitees and agents, the absolute and unrestricted right to enter upon, across, over and under any and all parts of the here leased land. Further, the Lessor shall have the right to grant to any municipal, county or state government, or any subdivision thereof, a partial, total or exclusive easement over, across, under and upon any of the leased property, so long as the easement shall be for utility purposes, at least part of which shall be utilized by and for the benefit of the condominium unit owners in the PALM COLONY CLUB CONDOMINIUM.

ARTICLE XXX

PERMITTED MORTGAGEES.

Lessee has, simultaneously with the execution of this Lease, executed an instrument by which Lessee has pledged Lessee's condominium unit in the PALM COLONY CLUB CONDOMINIUM as security for the performance of the several terms and conditions under this Lease. Lessor hereby covenants and agrees with Lessee that, should Lessee desire to obtain a mortgage on the pledged condominium unit, that the Lessor will waive Lessor's right to enforce such pledge upon the following terms and conditions:

(a) Lessor waives its right to enforce such pledge, and hereby subordinates the pledge to the operation and effect of any mortgage placed on the condominium unit incident to the acquisition of such unit from the Lessee (Developer of PALM COLONY CLUB CONDOMINIUM) provided that the mortgage is approved by Lessor and is a National or State Banking Association, a Federal Savings and Loan Association or a National Insurance Company with a mortgage department. No further writing or documentation shall be necessary to effect such waiver and subordination.

(B) After the first purchase of a condominium unit from the Developer, there shall be no further subordination or waiver of the Lessor's pledge to any

any Mortgagee, unless the (1) Mortgagee is an Institutional Lender which is here defined as a National or a State Banking Association, a Federal Savings and Loan Association, or a National Insurance Company with a Mortgage Loan Department, and (2) the amount of the mortgage is sixty percent (60%) or less of the appraised value of the condominium unit as established by the Institutional Lender or an M.A.I. appraiser.

If these two conditions are met, the waiver shall be automatic, without the Lessor having to further execute any instrument in order to accomplish such waiver and subordination. Any loan in excess of sixty percent (60%) or any loan made by a Mortgagee other than an Institutional Lender, as above defined, shall be inferior to the operation and effect of the said pledge. As a condition of this Article, Lessor shall be furnished with the M.A.I. or institutional appraisal, and a copy of the mortgage loan that the condominium unit owner is obtaining from the permitted Mortgagee.

Notwithstanding anything to the contrary set forth in this Lease, the Lessor does specifically waive all rent obligations under this Lease to the permitted Mortgagees who obtain title to a condominium unit as a result of a foreclosure action, or by a Deed in lieu of foreclosure, so long as said condominium unit is owned by the said Mortgagee and remains unsold, unrented and unoccupied. A foreclosure action by such Mortgagee with resulting obtaining of title to the condominium unit by the Mortgagee, or the obtaining of the title by the Mortgagee by a Deed in lieu of foreclosure, automatically effects a discharge of any prior lien filed by the Lessor for non-payment of past due rents. The waiver of rent obligations to the permitted Mortgagee shall cease if the condominium unit is leased or occupied by the Mortgagee or sold or transferred by the Mortgagee. For the purpose of this Article, "permitted Mortgagee" shall mean those Mortgagees for whom there is automatic subordination and waiver of the Lessor's prior rights in and to the condominium unit owner's pledge.

As a condition of automatic or any other subordination of Lessor's rights, all permitted Mortgagees by acceptance of Lessor's waiver and subordination of its lien rights, shall not in the event the permitted Mortgagee



brings a mortgage foreclosure action against the condominium parcel, join the Lessor as a party defendant, and will not foreclose or terminate the condominium unit owner's pledge to Lessor, which was given to Lessor as a security for Lease performance or this Lease, to the end that both the pledge and the Lease shall survive foreclosure.

ARTICLE XXXI

INTENT.

The Lessee is one of several Lessees leasing an undivided portion in and to the property described in Exhibit "A" to this Lease. Lessee has specific obligations under this Lease which Lessee must exercise and perform individually. There are other terms and conditions of this Lease which must be performed jointly with the other Lessees of undivided interests. Lessee shall never be in default if Lessee pays all monetary obligations required of him, and performs as far as Lessee can individually perform. Obligations under this Lease shall be considered individual except where the context of the obligation would require joint performance and/or joint liability. Where joint action is necessary to be taken by the Lessee hereunder and all other Lessees of undivided interest, within the clear intent of the Lease, then Lessee's maximum liability for performance shall be limited to Lessee's proportionate part of the Lease. Should Lessee, either individually or jointly with others, but with less than all of the Lessees of undivided interests, fail or refuse to perform Lessee's portion of the Lease to be performed, then Lessee, together with others who shall fail to perform, shall be jointly and severally liable for all expenses, attorney's fees and court costs, expended by Lessor in enforcing the several terms and conditions of this Lease against Lessee and all other defaulting Lessees (but less than all Lessees).

ARTICLE XXXII

NOTICES.

Notices shall be required from time to time under the several terms and conditions of this Lease, shall be sent to the Lessor at the following

address, unless otherwise notified in writing:

and to the Lessee at the following address, unless notified otherwise in writing:

The notices shall be in writing, and shall be delivered to the other party, either in person or by registered mail addressed to the above address, return receipt requested.

ARTICLE XXXIII

COVENANTS TO BIND SUCCESSORS, HEIRS AND ASSIGNS.

This Lease shall be binding upon the Lessor, the Association as Agent for Lessees, The Lessee and their heirs, successors, personal representatives and assigns.

ARTICLE XXXIV

DEFINITIONS: WORD USAGES.

It is understood and agreed by and between the parties that the use herein of the plural shall include the singular, and the use of the singular shall include the plural; the use of the masculine gender shall include all genders, and the use of the neuter gender shall include all genders; the use of the words "Lessor" and "Lessee" shall be deemed to include individuals, firms, corporations, or other legal entities, and spouses, if any, heirs, personal representatives, successors, grantees and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed on the day and year first above written.

WITNESS:

BREVARD FIRST CORP.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
LESSEE

\_\_\_\_\_  
LESSEE



STATE OF FLORIDA :  
                          : SS:  
COUNTY OF BREVARD :

I HEREBY CERTIFY THAT on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared

AND

well known to me to be the \_\_\_\_\_ and \_\_\_\_\_ respectively of the corporation named in the foregoing Lease, and they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily and under the authority duly vested in them by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this the \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF FLORIDA : SS:  
COUNTY OF BREVARD :

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ to me well known to be the individual(s) described in, and who executed, the foregoing instrument as LESSEE, and acknowledged to and before me that \_\_\_\_\_ executed such instruments freely and voluntarily as Lessee, and that said instrument is the free act and deed of Lessee, for the purposes therein stated.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ A. D., 19 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION - LEASED AREA

Commence at the Northeast corner of Lot 22 of SANDPINES SECTION TWO according to the plat thereof recorded in Plat Book 23 at Page 28 of the Public Records of Brevard County, Florida; thence run N 89° 13' 17" E along the South line of STUART TERRACE according to the Plat thereof recorded in Plat Book 16 at page 17 of the Public Records of Brevard County, Florida for a distance of 970.87 feet to a point on the West line of the SE 1/4 of Section 13, Township 27 South, Range 37 East; thence run S 2° 18' 13" E along said West line for a distance of 111.71 feet; thence run N 89° 26' 32" E for a distance of 8.00 feet to the Point of Beginning of the following described parcel of land; thence run N 89° 26' 32" E for a distance of 866.44 feet; thence run S 0° 33' 28" E for a distance of 72.00 feet; thence run N 89° 26' 32" E for a distance of 31.42 feet to a point on the West line of STATE ROAD A-1-A; thence run S 13° 07' 29" E for a distance of 222.34 feet; thence run S 13° 32' 05" E for a distance of 102.64 feet; thence run S 13° 52' 05" E for a distance of 103.98 feet; thence run S 76° 07' 55" W for a distance of 74.00 feet; thence run N 13° 52' 05" W for a distance of 110.00 feet; thence run S 89° 29' 55" W for a distance of 883.67 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet; thence run N 89° 29' 55" E for a distance of 97.66 feet; thence run N 0° 30' 05" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 64.00 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 484.60 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run N 89° 29' 55" E for a distance of 20.00 feet; thence run N 0° 30' 05" W for a distance of 181.89 feet; thence run S 89° 26' 32" W for a distance of 19.97 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 484.60 feet; thence run S 0° 30' 05" E for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 64.00 feet; thence run N 0° 33' 28" W for a distance of 45.00 feet; thence run S 89° 26' 32" W for a distance of 106.19 feet; thence run N 2° 18' 13" W for a distance of 64.03 feet to the point of beginning, the above described parcel contains 4.572 acres more or less.





EXHIBIT B

The Recreational Facilities of Palm Colony Club Condominium shall consist of the following:

- (1) A Recreational Club House, which will contain:
  - a) Men's Sauna
  - b) Women's Sauna
  - c) Exercise Room
  - d) Billiard Room
  - e) T.V. Room
- (2) Two (2) Tennis Courts
- (3) Four (4) Shuffleboard Courts
- (4) One (1) Swimming Pool



EXHIBIT COPTION TO PURCHASE

For Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, BREVARD FIRST CORP., a Florida corporation, does hereby grant unto PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation, hereinafter called "ASSOCIATION", the absolute and irrevocable right to purchase that property described in Exhibit A, attached and by reference made a part hereof, upon the terms and conditions as follows:

1. Term For Exercise of Option.

The ASSOCIATION may exercise its option to purchase the property described in Exhibit A at any time it shall elect before January 1, 1985, at which time the option shall cease and terminate and thereafter no longer be exercisable.

2. Purchase Price.

The ASSOCIATION shall pay to BREVARD FIRST CORP. a purchase price equal to ten (10) times the annual rental due to BREVARD FIRST CORP. from said property at the time of closing. The annual rental shall be determined by multiplying the monthly rent due to BREVARD FIRST CORP. for the month preceding the month in which the closing takes place, times twelve (12). When this figure is determined, multiplying the same times ten (10) will give the purchase price.

3. Terms.

The ASSOCIATION shall pay to BREVARD FIRST CORP. the entire purchase price in cash at the time of closing.

4. Contribution Toward Purchase Price From Association Members.

This option may be exercised by the ASSOCIATION only if each and every member of the Condominium Association shall contribute their proportionate part toward the purchase price. A condominium unit owner, belonging to the ASSOCIATION, may borrow his or her proportionate part of the purchase price from any institutional lender, or may pay such portion in cash. No condominium unit owner who is a member of the ASSOCIATION shall have another condominium unit owner pay for, or acquire, his or her interest in the subject land, nor lend money directly or indirectly to the unit owner to finance such unit owner's portion of the purchase price. The option to the ASSOCIATION is not assignable and may be exercised only by the ASSOCIATION.

5. Specific Terms for Closings.

A. Should ASSOCIATION elect to exercise the option herein granted, the ASSOCIATION shall notify BREVARD FIRST CORP. in writing of its election to purchase within the time period, aforesaid, such written notice being sent by certified or registered mail, return receipt requested. Thereafter, BREVARD FIRST CORP. shall deliver, or cause to be delivered, to the ASSOCIATION, an abstract of title brought current, showing the title to the subject property to be good and marketable and/or insurable. ASSOCIATION hereby accepts the title to said property described in Exhibit A in its present condition, as it exists on the date of this option, and agrees that it shall not be entitled to object to any instrument appearing of record and effecting title to said property after the date of this option, if said instrument (or lack of said instrument) should be as a result of the action of the ASSOCIATION or of any member of the ASSOCIATION.

B. There shall be no pro-rations of taxes, insurance or expenses of said property at the time of closing. However, any rental which may be due to BREVARD FIRST CORP. shall be pro-rated at the time of closing.

C. BREVARD FIRST CORP. agrees that it will convey title to the property described in Exhibit A by a good and sufficient Warranty Deed at the time of closing, free and clear of all encumbrances and subject to restrictions, reservations and easements of record, and subject to taxes for the year in which the closing is held and all subsequent and prior years.

D. Should ASSOCIATION determine the title to the subject property is not good, marketable and/or insurable, then BREVARD FIRST CORP. agrees that it will take all reasonable and necessary steps in order to make such title good, marketable and/or insurable, BREVARD FIRST CORP. shall have a reasonable time within which to do so.

E. The closing of the option to purchase and the transfer of all papers and the payment of all monies shall occur within forty-five (45) days after notice of exercise of option has been delivered by ASSOCIATION to BREVARD FIRST CORP.

6. Termination of Option.

Unless the here granted option is exercised on or before January 1, 1985, and unless the terms and conditions of this option are met in full, this option shall terminate and be of no further force and effect. BREVARD FIRST CORP. shall be entitled, at any time after the termination of this option, should ASSOCIATION fail to exercise said option properly, for itself and in behalf of the ASSOCIATION, to place of public record an affidavit to the effect that said option has been terminated and has failed. Such notice shall be conclusive and binding on both BREVARD FIRST CORP. and the ASSOCIATION, and all purchasers for value thereafter shall acquire said property free and clear of said option.

IN WITNESS WHEREOF, the said BREVARD FIRST CORP., a Florida corporation, has affixed its hand and seal by and through its President and Secretary, this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ Florida.

Witnesses:

BREVARD FIRST CORP., a Florida corporation

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me well known, and known to me to be the individuals described in, and who executed, the foregoing Option to Purchase as President and Secretary of BREVARD FIRST CORP., a Florida Corporation, and they acknowledged to and before me that they executed such instrument as such President and Secretary, respectively of said corporation, and that the seal affixed to the foregoing instrument is the true corporate seal of said corporation and that it was affixed to said instrument.



by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 1973.

\_\_\_\_\_  
Notary Public

My commission expires:

008 237 084 FEB

OFFL RECS 1426 PAGE 208

ATTACHMENT F

BY - LAWS OF

PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION:

SECTION 1. The name of this Association shall be: PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.

SECTION 2. The principal office of the Association shall be: 8000 N. A1A, Indialantic, Brevard County, Florida 32903.

The Association may have offices at such other place as the Board of Directors (Board of Governors) may from time to time determine or the Association may from time to time require. For convenience, the term "Board of Directors" and "Board of Governors" may be used interchangeably throughout these By-Laws and all Condominium documents. Both phrases have the same meaning.

ARTICLE II

SECTION 1. These By-Laws, together with the Declaration of Condominium and Chapter 711 and Chapter 617, Florida Statutes, 1970, and all amendments thereto, together with house rules and regulations from time to time passed by the Association, shall govern and control the Condominium Association. The Condominium which the Association shall govern is designated as: PALM COLONY CLUB CONDOMINIUM and is located at 8000 N. A1A, Indialantic, Brevard County, Florida.

ARTICLE III

MEMBERS:

SECTION 1. As is set forth in the Charter of the Association, the membership of the Palm Colony Club Condominium Association, Inc., shall consist of the Condominium unit owners of Palm Colony Club Condominium who shall have recorded title to a condominium parcel in their names.



ARTICLE IV.

MEETINGS:

SECTION 1. The annual meeting of the members of the Association shall be held on the 10<sup>th</sup> day of JANUARY each year at 12 o'clock P.M., at the Condominium, or at such other place or places as the Board of Directors may from time to time direct.

Should the date for such annual meeting fall on a Sunday or a holiday, the meeting shall be held on the next day following the Sunday or holiday. At the annual members meeting, the members shall fill, by plurality vote and by written ballot, the vacancies created by the expiring terms of the Board of Directors. The owner of each of the two-hundred forty-eight (248) condominium units shall have one vote, there thus being a total of two-hundred forty-eight (248) votes to be cast. There shall not be cumulative voting. Plurality voting is authorized in the election of the Board of Directors. The members shall also transact any other business as may properly be brought before said meeting.

SECTION 2. At least ten (10) days before the election of Directors, a complete list of the members entitled to vote at said election shall be prepared by the Secretary and shall be posted on the corporation bulletin board for the examination by all members so that everyone shall be familiar with the persons entitled to vote at said meeting.

SECTION 3. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by the Statutes or by the Certificate of Incorporation, shall be called by the President, or the Secretary, at the request in writing of a majority of the Board of Directors or at the request in writing of fifty per cent (50%) of the membership of this Association. Such request shall state the purpose or purposes of the proposed meeting. All business transacted at such special meeting shall be confined to the subject stated in the Call and Notice of Meeting.

SECTION 4. Written notice of the annual meeting and of all special meetings shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days prior to

the meeting, except in the case of a special meeting, where there shall be a five (5) day allowable minimum notice.

SECTION 5. A majority of the total number of members of the Association, present in person or represented by proxy, shall be necessary to constitute a quorum for all meetings of the members for the transaction of business, except as otherwise provided by Statute, the Certificate of Incorporation, or by these By-Laws. If, however, such quorum shall not be present or represented at any properly called meeting of the members, the members entitled to vote, present in person or represented by proxy, shall have the power to adjourn the meeting until another meeting date set at the time of adjournment, which date in no case shall be less than eleven (11) days after the original meeting, at which second meeting no quorum, as above defined, shall be necessary in order to transact business. At such adjourned meeting which subsequently meets pursuant to notice given at the time of the adjournment, any business may be transacted which might have been transacted at the meeting as originally notified. It shall be necessary, however, ten (10) days prior to the meeting date designated at the time of adjournment, that all members be notified as provided in Section 2 of this Article of the date, time and purpose of the meeting, and that it is being called pursuant to this Section.

SECTION 6. When a quorum is present at any meeting, the vote of the majority of the members present in person or represented by proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the Statutes of the Certificate of Incorporation, or by these By-Laws, a different vote is required, in which case such express provision shall govern and control the decision of the question.

SECTION 7. At any meeting of the members, every member having the right to vote shall be entitled to vote either in person or through a proxy who shall be designated by an instrument in writing, which proxy instrument shall be subscribed by such member and bear a date not more than ninety (90) days prior in point of





number to be determined by the By-Laws. Determination is hereby made for the number to be three (3) so long as the Developer has the right to select the Directors as herein set forth, after which the number shall automatically be increased to seven (7). The first Board (and its successors where applicable) shall consist of three (3) persons, each of whom shall be designated and appointed by the Developer. Such Board shall continue to hold office until July 1, 1975 or until six (6) months after the Certificate of Occupancy has been issued for the entire building, whichever shall first occur, unless the Developer sooner waives this right in writing and the appointed Board resigns and the successor seven (7) member Board of Directors is elected and qualified as is herein provided. The three (3) man Board of Directors need not be owners of condominium units nor residents of the condominium, nor members of the Association.

When the first seven (7) member Board of Directors is elected from among the members, all shall serve until the next succeeding annual meeting excepting the three (3) members receiving the highest number of votes, who shall hold office, not only until the next succeeding annual meeting of the members, but shall thereafter hold over for one (1) additional term until the then following annual meeting. Excepting the first Board and their successors as appointed by the Developer as aforesaid, upon the transfer or sale of the Director's condominium unit, a Director shall be deemed to have automatically resigned. Of the permanent Board, it shall be a requirement that at least four (4) of the seven (7) Directors be permanent residents of the condominium, occupying their apartments for at least ten (10) out of any twelve (12) consecutive months.

SECTION 2. Excepting the first Board of Directors and their successors, who are appointed by the Developer, and excepting part of the first Board of Directors elected from among the members, the Directors shall be elected for a two (2) year term, as hereinafter set forth. Each of the two-hundred forty-eight (248) condominium unit owners shall be entitled to one (1) vote for each Director to be elected to the Board of Directors. There shall not be cumulative voting. The Board of Directors shall be



electd by a plurality vote. The first seven (7) man Board shall hold office from the date of their election until the next annual meeting, at which time the terms of the four (4) Directors who received the least number of votes when elected shall expire and the members shall elect four (4) replacements to the Board. Board members may succeed themselves to their expired positions. At the next annual meeting the term of the three (3) hold-overs shall expire and the general membership shall again, by plurality, elect three (3) replacements to the Board. Thereafter, the procedure of electing four (4) Board members one year and three (3) Board members the next in order to insure continuity of leadership, shall be repeated.

SECTION 3. If the office of any Director or Directors becomes vacant for any reason whatsoever, the majority of the remaining Directors shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

SECTION 4. The Directors may hold their meeting and keep the books of the corporation at the office of the Association in the City of Indiatlantic, Florida, or at such other places as they may from time to time determine.

SECTION 5. The annual meeting of the Board of Directors shall be held immediately following the adjournment of the annual members' meeting at the same location as the members' meeting.

SECTION 6. Special meetings of the Board of Directors to be held at Indiatlantic, Florida, may be called by the President, and in the absence of the President, by the Vice-President or by the full membership of the Board. By unanimous consent of the Directors a special meeting may be called without notice at any time and place.

SECTION 7. Notice of the annual meeting shall be in writing, and shall be mailed to each Director by the Secretary of the Association at least ten (10) days prior to the time fixed for the meeting. Notice of any special meeting shall be mailed to each Director by the Secretary at least five (5) days previous to the time fixed for

for the meeting, except as hereinabove provided. All notices of special meetings shall state the purpose thereof.

SECTION 8. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law or by the Articles of Incorporation.

SECTION 9. The Directors shall elect the officers of the Association at the annual Board meeting, such officers to be a President, Vice-President, an Executive Vice-President, a Secretary and a Treasurer. An officer may be removed at any time by a 5/7ths vote of the full Board of Directors with or without cause and with or without notice. All Directors excepting the first Board and their successors as appointed by the Developer, shall be owners of a condominium unit. The President of this Association, when elected by a Board of seven (7) Directors, must be a Director and a permanent resident in the condominium. Any candidate for the office of President must declare to the Board of Directors prior to election that he is a permanent resident and intends to be in residence most of the time during his term of office.

SECTION 10. As is set forth in Section 1, all of the affairs of the Association shall be managed by the Board of Directors and, accordingly, all powers and duties shall center therein. The Board shall, among other duties, carry out the following:

- (1) Make rules and regulations respecting the use of the condominium property;
- (2) Interview, investigate, approve or disapprove of proposed purchasers and lessees of condominium units, except as provided in Section 11 below;
- (3) Make and collect assessments from the members and expend said assessments for maintenance, insurance, taxes, utility services for common elements, for the repair and operation of the condominium property or for such other purposes as shall fall within the general powers of the Board of Directors and collect rent referred to under Article III of the Lease and remit the same to the Lessor;
- (4) Enter contracts on behalf of the condominium to employ necessary personnel and carry out all



- (5) Satisfy all liens against the condominium property and pay necessary expenses connected therewith.

SECTION 11. Although the Board of Directors shall have the right to approve and disapprove proposed condominium unit leasing, such right shall exist only with regard to condominium units which have been initially sold once by the Developer and shall not apply to any condominium units which shall be owned by the Developer of the condominium property, nor shall such right exist in regard to the institutional mortgagee who took the first and original mortgage on the condominium unit should such institutional mortgagee acquire the condominium unit as a result of a foreclosure sale or as a result of a deed conveyance to the institutional mortgagee by a condominium owner of the condominium unit in lieu of foreclosure. The Developer and such institutional mortgagee shall have the unrestricted right to lease or sell any unit it shall own to any person without obtaining the consent of the Board as to the approval of the Purchaser or Lessee.

SECTION 12. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific corporate resolution.

SECTION 13. A member of the Board of Directors may be removed from office at any time during his term, either with or without cause, by a vote at a regular or special meeting of the members of sixty per cent (60%) of the total membership of the condominium, providing, however, such shall not apply to the first Board so long as it shall consist of only three (3) members.

SECTION 14. Upon the death, resignation, removal, withdrawal or incapacity of a member of the Board of Directors, the remaining members of the Board of Directors shall appoint a successor to serve the remainder of the term of such member affected.

#### ARTICLE VI.

##### OFFICERS:

SECTION 1. The officers of this Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, or a Secretary-Treasurer, each of

whom shall be elected for a term of two (2) years except those elected to the first seven (7) member Board of Directors as provided for in Section 2 of Article V., above, and shall hold office until their successors are duly elected and qualified. The first officers of the Association shall be appointed by the Developer of the condominium. No one shall be eligible to serve as both President and Secretary or Vice-President and Secretary. All officers except those appointed by the Developer of the condominium must be condominium unit owners.

SECTION 2. The President shall be the executive officer of the Association and shall preside at all meetings of the members and Directors. He shall be the ex-officio member of all standing committees and shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall sign all written contracts of the Association and shall sign all checks issued by the Treasurer, in addition to the Treasurer's signature, which shall also be required on all checks. He shall execute all contracts requiring a seal under the seal of the Association. Additional powers of the President may from time to time be designated by the Board of Directors.

SECTION 3. The Vice-President, in the absence of or because of the disability of the President, shall perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

SECTION 4. The Secretary shall attend all sessions of the Board of Directors and all meetings of the members, and report all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President under whose supervision he shall be. He shall keep in safe custody the seal of the Association, and, when authorized by the Directors, affix the same to any instrument requiring it and when so affixed it shall be attested by his signature. The Secretary shall also perform all other duties as are incident to his office.



SECTION 5. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate account of the receipts and disbursements in books belonging to the Association. He shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Association as may be ordered by the Board taking proper vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board or whenever they may require, an account of all his transactions as Treasurer and of the final condition of the Association. The Treasurer shall give bond, when required by the Directors in such sums and with such securities as the Board of Directors may require, conditioned upon the faithful performance of the duties of his office. In addition, the Treasurer shall countersign all checks and expenditures with the President which shall be made by the Association.

SECTION 6. An officer shall receive no compensation for services rendered to the corporation unless the same be specifically set and established by a corporate resolution of the general membership.

SECTION 7. An officer may be removed either with or without cause by an affirmative vote of 5/7ths of the Board of Directors at a special or regular meeting.

SECTION 8. Any officer who shall die, be removed, resign, sell his unit, or become incapacitated, may be replaced by the appointment by the Directors of a successor to serve during and for the remainder of said officer's unexpired term.

ARTICLE VII

INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.

SECTION 1. The Association shall indemnify any Director, officer, or employee, or former Director or employee of the Association, or any person who may have served at its requests as a Director, officer or employee, against

expenses actually and necessarily incurred by him in connection with the defense of any action, suit or proceeding in which he is made a part by reason of being or having been such Director, officer or employee, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty. The Association may also reimburse any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of the Directors not involved in the matter of controversy (whether or not a quorum) that it was to the best interest of the Association that such settlement be made and that such Director, officer or employee was not guilty of negligence or misconduct. Such rights of indemnification, and reimbursement shall not be deemed exclusive of any rights to which such Director, officer, or employee may be entitled under any By-Laws, agreement, vote or owners of condominium units, or otherwise.

ARTICLE VIII.

FINANCE:

SECTION 1. The funds of the Association shall be deposited with such bank as shall be designated by the Board of Directors for that purpose, and money shall be withdrawn therefrom only upon check or order signed by the President and countersigned by the Treasurer or any two (2) officers who shall be from time to time designated by the Board of Directors for that purpose.

SECTION 2. The fiscal and accounting year of this Association shall be fixed by resolution of the Board of Directors of this Association. In absence of specific designation by the Board the accounting and fiscal year of this Association shall be deemed to begin January 1 of each year and end December 31 of the same year.

SECTION 3. The Directors shall adopt a budget for each fiscal year of the BUDGET Association. Such budget will contain estimates of the cost of operating the Association during such fiscal year, shall make such appropriate



references to the rental payment requirements of the ninety-nine (99) year Ground Lease Underlying Recreation Area referred to in Article IX of these By-Laws and shall include all Common Expense items as may be set forth herein or items as may be designated as Common Expense in the Declaration of Condominium, these By-Laws, by resolution, or by other proper means, including but not being limited to the maintenance and operation of all common elements, such as the club room, recreation room, office, storage facilities, manager's apartment, recreation area toilets, exterior walls, roof, pipes, ducts, hallways, walkways and elevators, service areas and utility services; swimming pool, grounds, putting greens, parking areas; the cost of insurance of all types taken for the protection of the common areas and leased property and taxes as levied; management, maintenance and security personnel; administration costs and any other expense item inuring to the benefit, ratably, of all unit owners. All other expense items, although not designated as a common expense which inure to and benefit all owners equally shall be assessed and charged to the owners as though it were a common expense. Also, the Directors shall determine what assessment, if any, will be required for improvements, capital expenditures, or other operations not included in the above, which shall be included in the budget.

The Board of Directors may rent all or part of the unassigned parking areas as it shall determine upon such terms and conditions as it shall deem proper and all funds so received shall be used to offset common area charges in the projection of the annual budget by the Board.

A copy of the proposed budget shall be submitted by the Board of Directors to each member on or before the fifteenth day prior to the end of the fiscal year. Any changes in the budget shall be forwarded to each member as the budget is amended. Assessments shall be paid on each quarter year in advance, with the first assessment payment being made on a prorated basis where proper, upon receipt by the member of his deed to his condominium unit. No unit owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event

of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Directors shall take appropriate measures as may be allowable by law.

SECTION 4. The books of record of the Association shall be audited each year by a firm of certified public accountants and a copy of such audit shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

SECTION 5. All officers, Directors or employees who are responsible for the Association's funds shall be bonded at the expense of the Association.

ARTICLE IX.

LEASE OF NON-CONDOMINIUM PROPERTY;  
MAINTENANCE OF CONDOMINIUM IMPROVEMENTS THEREON.

SECTION 1. The owner of each of the two-hundred forty-eight (248) condominium parcels in PALM COLONY CLUB CONDOMINIUM, as a condition of ownership of such condominium parcel, upon receipt of the Deed to the same, automatically:

(a) designated the Association as his Agent to carry out the terms and conditions of the ninety-nine (99) year Ground Lease Underlying Recreation Area, which Lease is Attachment "E" to the Declaration of Condominium of PALM COLONY CLUB CONDOMINIUM.

(b) pledged to Lessor the condominium parcel as security for said owner's full, faithful and proper performance of the Lease.

The Association shall include the maintenance expenses of all recreation facilities in its budget as provided in Article VIII above and shall assess the same to each unit owner as a common expense and in the same percentage as such owner pays the other common expenses of the condominium.

The Association shall collect and receive from each unit owner his or her portion of the land lease rental as established in Article III, Ground Lease Underlying Recreation Area, and after receiving said rental shall transmit the same



to Lessor for and in behalf of the individual Lessee condominium owners. Any default in a rental payment by a unit owner or any other default which a unit owner may commit shall be immediately reported by the Lessee-Association to the Lessor and the Lessee-Association shall take all steps necessary under Article XI of these By-Laws to correct or cause to be corrected such default, prior to the time that Lessor shall enforce Lessor's rights under the several terms and conditions of said ninety-nine (99) year lease. Lessee shall fully cooperate with Lessor in collecting the defaulting unit owner's rent and in enforcing the pledge of condominium apartment given to secure the payment of the rent.

ARTICLE X.

MAINTENANCE AND REPAIRS OF CONDOMINIUM PROPERTY.

SECTION 1. Any officer of the Association or any agent of the Board of Directors shall have the irrevocable right, during reasonable hours and at any time during an emergency, to have access to each unit for necessary inspection, maintenance, repairs or replacement of the common elements or limited common elements, either therein or accessible therefrom.

SECTION 2. Every unit owner must perform and execute all necessary maintenance and repair work in his own unit which would affect the condominium property if left unattended and, in the absence of such unit owner making such repair and maintenance, said owner shall be responsible for damages and liabilities to the condominium or to other unit owners which may arise therefrom. Unit owners may make no material alterations or additions to their apartments nor shall the Board of Directors cause or allow alterations or substantial additions to be made to the common elements or limited common elements except upon affirmative vote of two-thirds of all the unit owners in the condominium at any regular or special meeting called for such purpose.

SECTION 3. In order to preserve a uniform and homogenous outside appearance, there shall be no alterations, changes, additions or other modifications, either

permanent or temporary in any manner whatsoever to the exterior of the building by any unit owner, nor shall said unit owner make any alterations to the portions of the improvement to the condominium which are maintained by the Association or remove any portion thereof, or make any additions thereto or do any work which would jeopardize the safety or soundness of the building containing his unit, or impair any easement or violate any restrictions, without first having the approval of two-thirds of all of the owners of the condominium apartments in writing. This provision shall include prohibition against sun shutters and storm shutters. All storm shutters for the building shall be erected and removed at the same time as authorized by the Board of Directors.

ARTICLE XI.

DEFAULT:

Default or violation under By-Laws, Declaration of Condominium, House Rules, the ninety-nine (99) year Ground Lease Underlying Recreation Area, or Corporate Charter by any unit owner shall entitle the Association or other unit owners to pursue such legal remedies as may now or hereafter be available, including by way of illustration, foreclosure, ejectment, damages or injunction. Should a defaulting unit owner be adjudged by a court of competent jurisdiction to be in default, said owner shall pay to the Association or to such other unit owner who may have brought the action, all costs and expenses incident to such suit, together with reasonable attorney's fees as shall be set by the court.

ARTICLE XII.

PARKING:

At the time of the purchase of the member's unit, member was specifically assigned one open parking space. The Developer's right to assign parking spaces shall continue until Developer sells the last condominium apartment. Thereafter, the Association shall have the right to assign and control all unassigned parking so long as Association does not interfere with, alter or change any previously made



Developer's assignments. Parking spaces may be transferred and swapped only among the various unit owners, but every apartment must at all times have one parking space which belongs to it and is transferrable at the time of the sale or transfer of the apartment. Maintenance of the parking area is declared to be a common expense and the expenses incident to the same shall be divided among all of the unit owners as are other common expenses. Parking spaces are for passenger automobiles only and no boats, trucks, trailers, or other vehicles or object shall be placed in or around the parking space assigned.

ARTICLE XIII.

AMENDMENT OF BY-LAWS AND DECLARATION OF CONDOMINIUM.

The Declaration of Condominium and these By-Laws shall be altered, amended, added to or modified only in the following manner.

The Developer, acting alone, shall have the sole and exclusive right to amend the Declaration of Condominium and these By-Laws at all times prior to the issuance of the final Certificate of Occupancy by proper governmental authority for the building. No amendment by the Developer shall change any condominium unit's proportionate share of the common elements, common expenses, common surplus or voting rights.

After the final Certificate of Occupancy has been issued for the building, the condominium unit owners shall amend the Declaration of Condominium and the By-Laws as follows:

A proposed amendment to either the Declaration of Condominium or the By-Laws may originate by a written petition signed by fifteen per cent (15%) of the general membership of the condominium setting forth the proposed change or addition, which petition shall be submitted in writing to the Board of Directors, or a proposed change or amendment may originate with any member of the Board. In either case, the proposed amendment shall be submitted in writing to the Directors, who shall act upon the same within thirty (30) days of its presentment in writing to them. Within sixty (60) days after approval of the proposed amendment or addition by five-sevenths (5/7ths) of the Board of Directors in its original or in an altered form, the President

of the Association shall call a special meeting of the general membership of the Association for the purpose of voting upon the proposal unless a general meeting is scheduled within ninety (90) days at which meeting the amendment can be presented Thirty (30) days prior to the special or general meeting at which the amendment or alteration is to be considered, written notice of the purpose of the meeting, together with a copy of the proposed change, shall be given to each member in the manner required by these By-Laws for special meetings.

In order for such amendment, alteration, addition, modification or change as proposed for the By-Laws or the Declaration of Condominium to be passed, approval must be obtained at such meeting from seventy-five per cent (75%) of the owners of condominium units. If the amendment, alteration, addition, modification or change be passed, then it shall thereafter be placed in a form executed with the formality of a deed and recorded according to law in Brevard County, Florida. The amendment, alteration, addition, modification or change shall be executed for record purposes only by the President and Secretary of the Condominium Association, it being unnecessary for the individual condominium unit owners to execute the instrument.

In the event the Board of Directors shall disapprove the proposed amendment as presented to it, nothing shall prevent the general membership, consisting of the condominium owners, from requiring a special meeting to be held, upon written request of fifty per cent (50%) of all unit owners, to consider such amendment or change. The President shall, upon receiving the request for a special meeting, thereafter proceed as though the amendment or change had been approved by the Directors by a five-sevenths (5/7ths) vote.

No amendment, addition, alteration, or modification shall change any condominium unit's proportionate share of the common elements, common expenses, common surplus, or voting rights unless upon the same being submitted at an annual meeting of the members and one hundred per cent (100%) vote approval of all condominium unit owners was obtained.

In no case shall an amendment, a change or an addition to, or alteration or modification of any condominium document, abrogate, restrict, alter, impair, or in



any way or manner affect any right of the Developer, the Lessor of the leased property, or the institutional mortgagee of any unit, as the case may be, as reserved in the Declaration of Condominium, these By-Laws, or the Lease above referenced unless written consent thereof is given by such institutional mortgagee, the Developer and the Lessor, as the case may be, and any attempt to do so shall be null and void.

ARTICLE XIV.

PARLLAMENTARY PROCEDURE.

The Association, at all its meetings, shall be governed by Roberts Rules of Order as to Procedure and order, unless otherwise directed or required by these By-Laws, the Declaration of Condominium, or the laws of the State of Florida.

These By-Laws were adopted on: \_\_\_\_\_  
by the First Board of Directors at Indianantic, Brevard Co.,  
State of Florida.

(Corporate Seal)

BY: \_\_\_\_\_  
President

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

CERTIFICATION FOR PALM COLONY CLUB CONDOMINIUM

The undersigned, a Registered Professional Engineer and Land Surveyor authorized to practice in the State of Florida, certifies that the above survey of the land and graphic description of the improvements in which apartments are located and plot plan thereof, together with the wording of the Declaration of Condominium contained herein, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimensions and sizes of the common elements, the limited common elements and each apartment.

Signed this 7<sup>th</sup> day of January, 1974



John M. Allen  
Florida Surveyors Reg'n No. 1906  
Florida Engineers Reg'n No. 9423

FILED AND RECORDED  
BREVARD COUNTY, FLA.  
VERIFIED  
1974 MAR 13 8 49 AM  
894361  
PM 1 22

Clara J. Bowers  
CLERK CIRCUIT COURT





CFN:98249807

12-29-98 11:18 am

OR Book/Page: 3945 / 0134

**CERTIFICATE OF AMENDMENT**

**TO**  
**BY-LAWS**  
**OF**

**Sandy Crawford**

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED officers of the PALM COLONY CLUB CONDOMINIUM ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain the PALM COLONY CLUB CONDOMINIUM, according to the Declaration of Condominium thereof, as recorded in O.R. Book 1426, Page 95, et. seq., Public Records of Brevard County, Florida, hereby certify and confirm that the following amendment to the By-Laws, which By-Laws were originally recorded at O.R. Book 1426, Page 208, et. seq., of the Public Records of Brevard County, Florida, were approved by the membership percentage necessary to adopt By-Law amendments at a membership meeting held in January, 1992. This instrument shall correct that certain Certificate recorded on August 24, 1992, at O.R. Book 3224, Pages 0393 and 0394, Public Records of Brevard County, Florida, which failed to provide the recording information for the Declaration of Condominium, and inaccurately identified the By-Law Article and Section that had been amended. The undersigned certify that the amendment was proposed and adopted in accordance with the condominium documentation and applicable law.

Additions indicated by underlining  
 Deletions indicated by ~~strike-through~~  
 Unaffected, omitted, language indicated by ...

**ARTICLE VIII.**

**FINANCE:**

Section 4. The books of record of the Association shall be ~~audited~~ reviewed each year by a firm of ~~certified~~ public accountants and a copy of ~~such audit~~ each review shall be furnished to each member no later than seventy-five (75) days after the end of the fiscal year.

...

(The remainder of the By-Laws is unchanged.)

This Instrument Prepared By:  
 C. JOHN CHRISTENSEN, ESQ.  
 Becker & Poliakoff, P.A.  
 500 Winderley Place, Suite 104  
 Maitland, FL 32751

VE