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OF
THE FOUR SEASONS CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

THE FOUR SEASONS CONDOMINIUM

WONDER DEVELOPMENT CORPORATION hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium apartment ownership for THE FOUR SEASONS CONDOMINIUM, consisting of real property and improvements thereon as hereinafter described.

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

I

ESTABLISHMENT OF CONDOMINIUM

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

A parcel of land lying in Government Lots 2 and 3 in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the north right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida extended westerly and the west right of way line of Banana River Boulevard; Thence run N 10°01'20" E along the west right of way line of Banana River Boulevard for 81.99 feet to the point of beginning of the following described parcel of land; thence continue N 10°01'20" E for 186.01 feet; thence run N 79°28'16" W for 130.00 feet; thence run S 10°31'44" W for 186.00 feet; thence run S 79°28'16" E for 131.65 feet to the point of beginning, said parcel contains 0.559 acres more or less.

and on which property the Developer owns one (1) two-story apartment building containing a total of twelve (12) apartments and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as THE FOUR SEASONS CONDOMINIUM hereinafter referred to as the "condominium".

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

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits

thereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" synonymous with the term "unit owner" as defined therein.

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A" consisting of six (6) pages, and Exhibit "B" consisting of eight (8) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

Allen Engineering, Inc.
By: John R. Campbell
Professional Land Surveyor, No. 2351
State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are shown on Sheets 4 and 5 of Exhibit "A".

It is anticipated that the condominium project will be expanded by the addition of six (6) two-story buildings containing a total of seventy-two (72) apartments and three (3) five-story buildings containing a total of ninety (90) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property. Phase Two shall consist of Building 2, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Two is located is more particularly described on Sheet 5 of Exhibit "B".

Phase Three shall consist of Building 3, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Three is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Four shall consist of Building 4, which is described in detail in the surveys, graphic description and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Four is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Five shall consist of Building 5, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Six shall consist of Building 6, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Six is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Seven shall consist of Building 7, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Seven is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Eight shall consist of Building 8, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Eight is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Nine shall consist of Building 9, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Nine is located is more particularly described on Sheet 8 of Exhibit "B".

Phase Ten shall consist of Building 10, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Ten is located is more particularly described on Sheet 8 of Exhibit "B".

All of the units in Phases Two through Seven are two-bedroom, two-bath apartments. The buildings in Phases Eight through Ten each contain five (5) three-bedroom, two-bath units and twenty-five (25) two-bedroom, two-bath units.

When Phase Two is added, each unit owner will own and undivided one-twenty-fourth (1/24) share in the common elements. When Phase Three is added, each unit owner will own an undivided one-thirty-sixth (1/36) share in the common elements. When Phase Four is added, each unit owner will own an undivided one-forty-eighth (1/48) share in the common elements. When Phase Five is added, each unit owner will own and undivided one-sixtieth (1/60) share in the common elements. When Phase Six is added, each unit owner will own and undivided one-seventy-second (1/72) share in the common elements. When Phase Seven is added, each unit owner will own and undivided one-eighty-fourth (1/84) share in the common elements. When Phase Eight is added, each unit owner will own and undivided one-one hundred-fourteenth (1/114) share in the common elements. When Phase Nine is added, each unit owner will own an undivided one-one hundred-forty-fourth (1/144) share in the common elements. When Phase Ten is added, each unit owner will own and undivided one-one hundred-seventy-fourth (1/174) share in the common elements.

The recreational areas and facilities to be owned as common elements by all unit owners are contained in Phases Three and Seven and are described in Exhibit "B" attached hereto.

Initially, there shall be a total of twelve (12) votes to be cast by the owners of the condominium units. When Phase Two is added, there shall be a total of twenty-four (24) votes to be cast by the owners of the condominium units. When Phase Three is added, there shall be a total of thirty-six (36) votes to be cast by the owners of the condominium units. When Phase Four is added, there shall be a total of forty-eight (48) votes to be cast by the owners of the condominium. When Phase Five is added, there shall be a total of sixty (60) votes to be cast by the owners of the condominium. When Phase Six is added, there shall be a total of seventy-two (72) votes to be cast by the owners of the condominium. When Phase Seven is added, there shall be a total of eighty-four (84) votes to be cast by the owners of the condominium. When Phase Eight is added, there shall be a total of one hundred fourteen (114) votes to be cast by the owners of the condominium. When Phase Nine is added, there shall be a total of one hundred forty-four (144) votes to be cast by the owners of the condominium. When Phase Ten is added, there shall be a total of one hundred seventy-four (174) votes to be cast by the owners of the condominium.

The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If any phase is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph.

Each of the unit owners shall have a non-exclusive easement to the recreational facilities with the occupants of Phases Two through Ten until such time as the recreational facilities are added to the condominium property. In the event Phases Two through Ten, or any phase contained therein, are not added, all unit owners shall continue to have a non-exclusive easement with the occupants of any proposed phase that is not added until such time as the recreational facilities are added to the condominium property. Upon the recreational facilities being added, the occupants of a phase that has not been added shall continue to have a non-exclusive easement with all the unit owners. The Developer or the Association after turnover shall charge the occupants of any phase that has not been added a reasonable fee for the use of the recreational facilities to defray the expense of maintenance and upkeep

of said facilities until such time as that phase is added. The failure of an occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The occupants of any phase that has not been added to the condominium property shall have a non-exclusive easement to the walks, terraces, paved driveways and other common property from and to the river and the public highway bounding the condominium complex with all of the unit owners.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phase One. It is anticipated that all units will be completed by July, 1980.

III

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

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided one-twelfth (1/12) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and wall between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-twelfth (1/12) interest in all common elements of the condominium.

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

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over walks, terraces and other common property from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common property.

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

All units and the common property shall be subject to a perpetual easement in gross granted to THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC. and

its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein; however, that access to the units shall only be at reasonable times.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided one-twelfth (1/12).

IV

APARTMENT BOUNDARIES, COMMON ELEMENTS,
AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A", pages 4&5 attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plan.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto, which the Developer reserves the right to designate for the exclusive use of individual unit owners, which said spaces are hereby made limited common elements.

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

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

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

V

ADMINISTRATION OF CONDOMINIUM BY
THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

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

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as well as all the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said Articles and Bylaws. True and correct copies of the Articles of Incorporation and the Bylaws are attached hereto, made a part hereof, and marked Exhibit "C" and Exhibit "D", respectively.

VI

MEMBERSHIP AND VOTING RIGHTS

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

There shall be a total of twelve (12) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where the condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner", as used herein shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Administration of the corporation who are all to be elected annually by the members entitled to vote, as provided in the Bylaws of the corporation. Each director shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors). The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

VII

COMMON EXPENSES, ASSESSMENTS, COLLECTION
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of one-twelfth (1/12) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual

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

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least nine (9) of the apartments in the condominium.

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

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

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

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

Notice of Contest of Lien

To:

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

Executed this _____ day of _____, 19____.

Signed: _____

Owner, Agent or Attorney

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

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

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

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

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

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

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

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

Any first mortgagee may make use of any unit acquired as may facilitate

its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other apartment owners nor the corporation shall interfere with the sale of such apartments.

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

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

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

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

VIII

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

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

b. The Association shall be required to obtain and maintain

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

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

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

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

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association, provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of seven percent (7%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

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

reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

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

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

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

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

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least nine (9) apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering apartments.

IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

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

b. The Association, at its expense, shall be responsible for

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

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

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

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

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

X

USE RESTRICTIONS

a. Each two-bedroom unit is hereby restricted to not more than four (4) occupants, two (2) of whom may be under twelve (12) years of age, and each three-bedroom unit is hereby restricted to no more than five (5) occupants, three (3) of whom may be under twelve (12) years of age. Each apartment is restricted to residential use by the owner or owners thereof, their immediate families, guest and invitees.

b. The apartment may be rented provided the occupancy is only by one lessee and members of his immediate family, guests and his servants. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. Subleasing of apartments is prohibited.

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

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

e. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Administration of the Association as provided by its Articles of Incorporation and Bylaws.

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

g. No sign, advertisement or notice of any type shall be shown on the common property or any unit and no exterior antennas and aeriels shall be erected except as provided under uniform regulations promulgated by association. This subparagraph g. shall not apply to the Developer and/or institutional first mortgagees.

h. An owner shall not place or cause to be placed in the walkways, or in or on any other project areas and facilities of similar nature, both common and limited, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them.

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

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

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

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

m. One (1) pet shall be allowed to be kept in the owner's unit, however, the pet shall not exceed thirty (30) pounds in weight, and the pet must be kept on a leash on the condominium grounds and it shall not create a nuisance.

XI

LIMITATIONS UPON RIGHT OF OWNER TO
ALTER OR MODIFY APARTMENT

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

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY
ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed fifteen percent (15%) of the current regular annual assessment, unless prior written unanimous consent is received from all voting members.

XIII

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least seventy-five percent (75%) of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the developer without the consent of all such mortgagees or the developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees the developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

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

life shall be that of the youngest incorporator of the Association.

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

XIV

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII, paragraph f. of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning seventy-five (75%) of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

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

The Board of Administration of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for affecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage or portion thereof; to-wit:

Each unit owner shall be entitled to a distributive share of 1/12

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one (1) person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

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

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

XV

ENCROACHMENTS

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

XVI

ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGEES

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

XVII

ESCROW FOR INSURANCE PREMIUMS

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

XVIII

REAL PROPERTY TAXES DURING
INITIAL YEAR OF CONDOMINIUM

In the event that during 1978, the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

XIX

RESPONSIBILITY OF APARTMENT OWNERS

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

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

XX

WAIVER

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

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

XXI

CONSTRUCTION

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

XXII

GENDER

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

XXIII

CAPTIONS

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

XXIV

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which

is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 26th day of February, A.D. 1979.

Signed, sealed and delivered in the presence of:

Cheryl Layton

WONDER DEVELOPMENT CORP.

By: R. Steve Gray, President (SEAL)

Michelle Salick

ATTEST:

Cheryl Layton

R. Steve Gray, Secretary

Michelle Salick

STATE OF FLORIDA :
COUNTY OF BREVARD:

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared R. STEVE GRAY and R. STEVE GRAY, President and Secretary, respectively, of WONDER DEVELOPMENT CORP., a Florida corporation, to me known to be the persons described in and who executed the foregoing Declaration of Condominium Establishing THE FOUR SEASONS CONDOMINIUM, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of February, A.D., 1979.

My Commission Expires:

May 26, 1982

Cheryl Layton
Notary Public, State of Florida

SURVEYOR'S CERTIFICATE
FOR
THE FOUR SEASONS CONDOMINIUM
PHASE ONE

STATE OF FLORIDA
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS CONDOMINIUM, PHASE ONE, IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS ^{and} OF EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 28TH DAY OF APRIL 1978.

ALLEN ENGINEERING, INC.

BY: 

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL" THIS 28TH
DAY OF APRIL 1978.


Notary Public, STATE OF FLORIDA AT LARGE

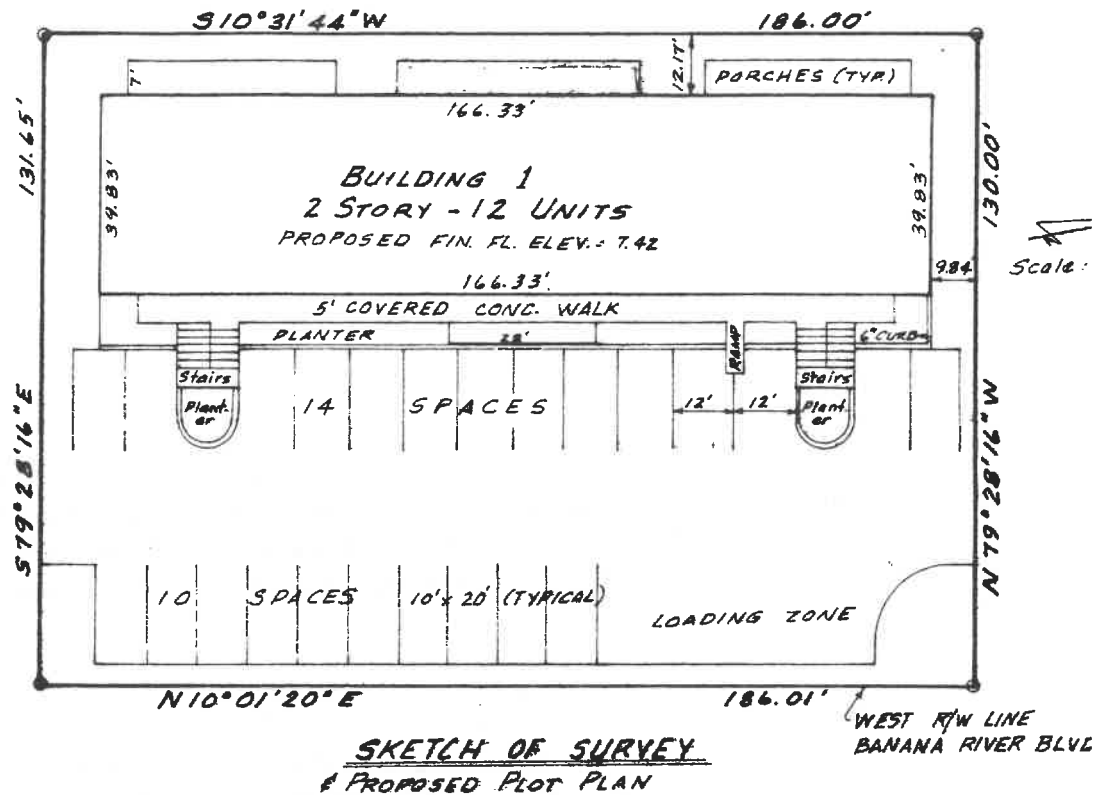
My Commission Expires: August 23, 1981.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "A"

SHEET 1 OF 6

PHASE ONE

LEGAL DESCRIPTION OF PHASE ONE:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34 TOWNSHIP 24. SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULAR DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 170 OF THE PUBLIC RECORDS OF BREVARD COUNTY, THENCE EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD THENCE RUN N 10°01'20" E ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 81.99 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 10°01'20" E FOR 186.01 FEET; THENCE RUN: N 79°28'16" W FOR 130.00 FEET; THENCE RUN S 10°31'44" W FOR 186.00 FEET; THENCE RUN S 79°28'16" E FOR 131.65 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.559 ACRES MORE OR LESS.

CERTIFICATION:

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

John R. Campbell
John R. Campbell
Professional Land Surveyor, No. 235
STATE OF FLORIDA

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

SURVEYOR'S NOTE:

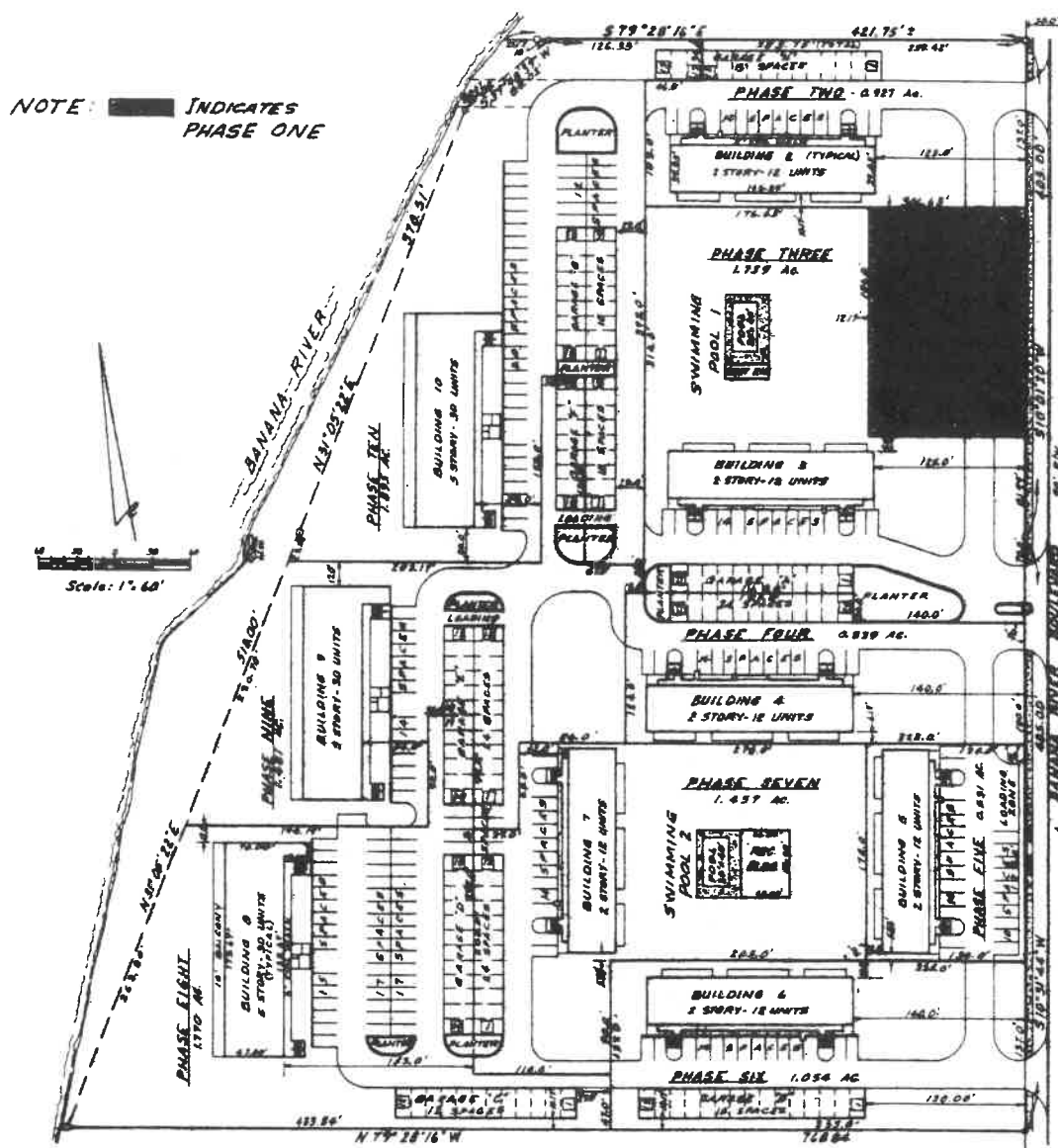
ALL IMPROVEMENTS SHOWN ON THIS PLOT PLAN ARE PROPOSED.

April 28, 1978

EXHIBIT "A"

SHEET 2 OF 6

GRAPHIC PLOT PLAN OF PHASE ONE PLANNED IMPROVEMENTS



1. THERE EXISTS A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVEWAYS SHOWN WITHIN PHASES ONE THROUGH TEN FOR INGRESS AND EGRESS PURPOSES FOR THE OWNERS WITHIN THIS DEVELOPMENT.
2. SEE SHEET 2 IN EXHIBIT "B" FOR THE SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN OF PHASE ONE PLANNED IMPROVEMENTS.

26 21

SHEET 3 OF 6

Scale: 1" = 20'

1. ALL WALLS ARE 8" WALLS.
2. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.42 FEET.
3. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 15.42 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. 162 INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.

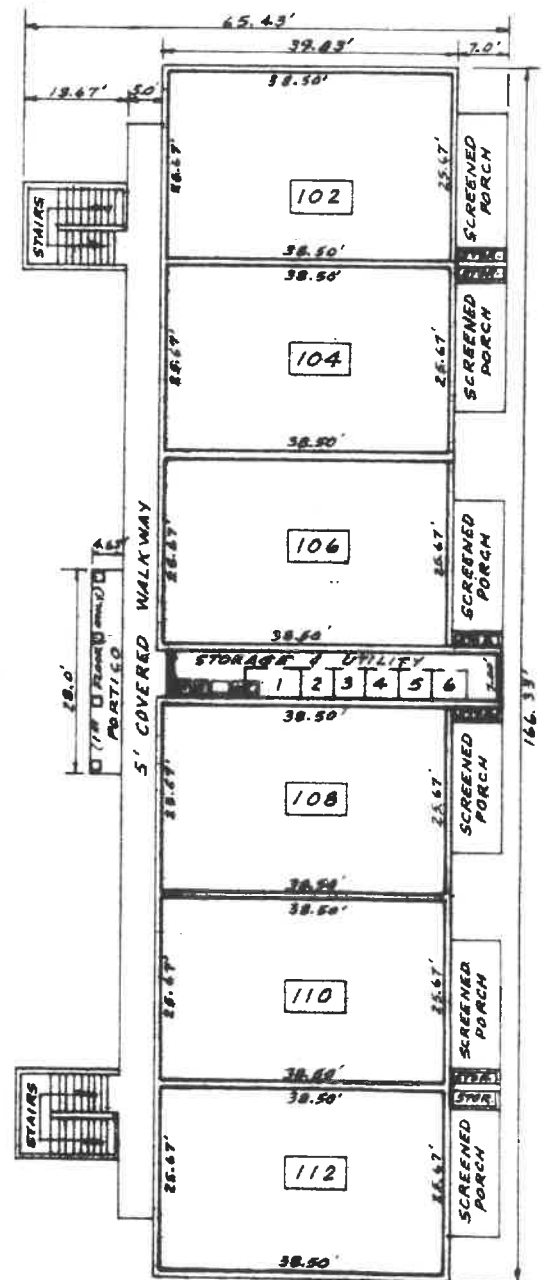
22

BUILDING NO. 1
PROPOSED FLOOR PLAN
2ND FLOOR

Scale: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.92 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.92 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [101] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



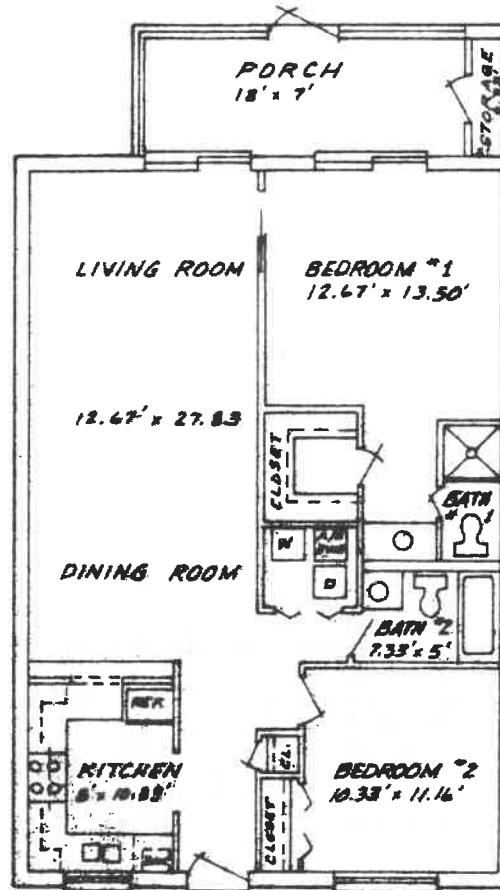
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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THE FOUR SEASONS CONDOMINIUM
PHASE ONE

2012 PAGE 59

BUILDING NO. 1



TYPICAL FLOOR PLAN
Scale: 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS FLOOR PLAN REFERS TO NOTE 10 ON SHEETS 4 & 5 IN EXHIBIT "A".
2. THIS FLOOR PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

April 28, 1978

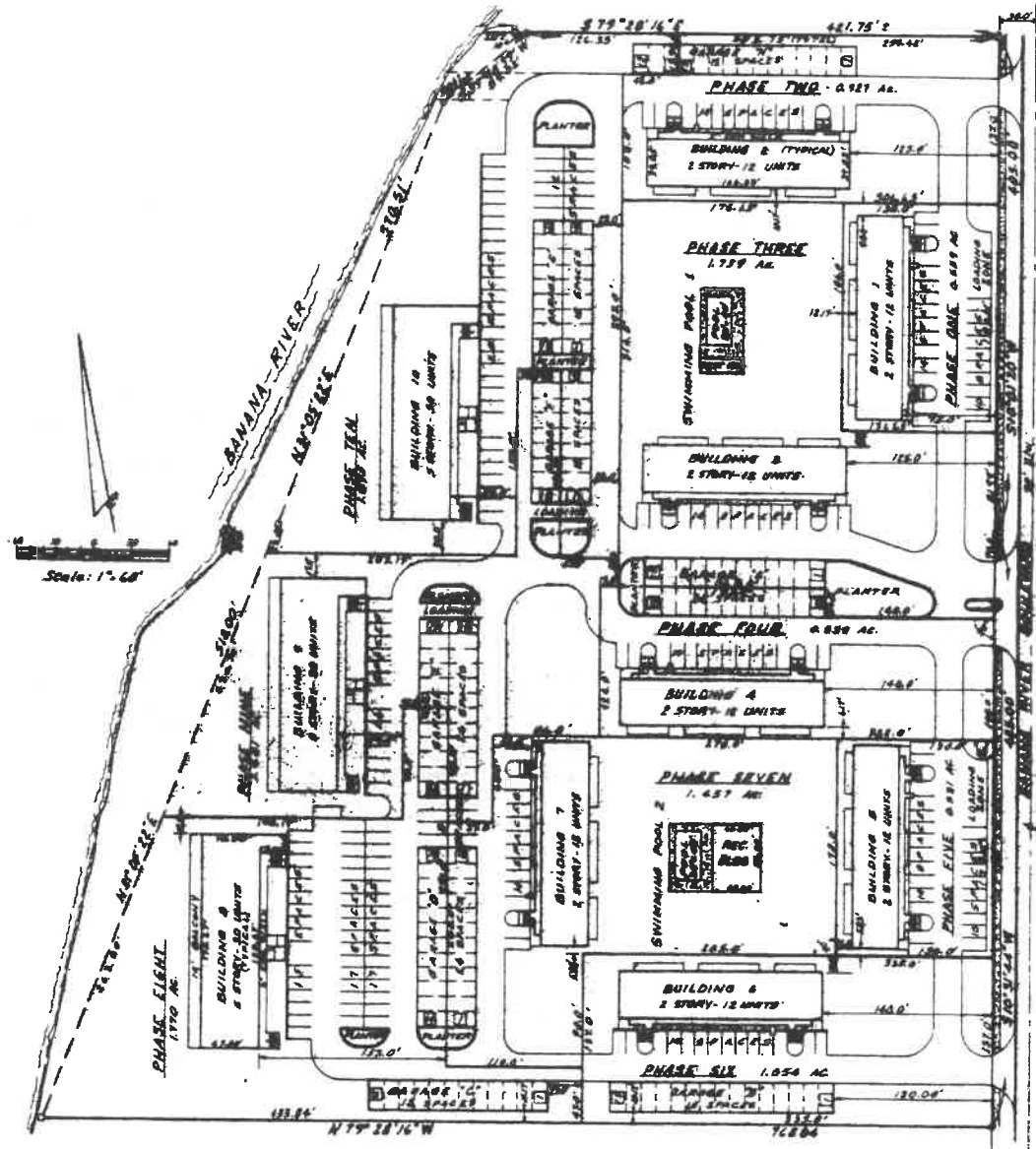
EXHIBIT "A"

SHEET 6 OF 6

TABLE OF CONTENTS: EXHIBIT "B"

1. GRAPHIC PLOT PLAN OF OVERALL PLANNED IMPROVEMENTS.
2. & 3. SURVEYOR'S NOTES ON GRAPHIC PLOT PLAN.
4. BOUNDARY SURVEY OF PARENT PARCEL.
- 5.-8. LEGAL DESCRIPTIONS FOR PHASES ONE THROUGH TEN.

GRAPHIC PLOT PLAN OF
OVERALL PLANNED IMPROVEMENTS

SURVEYOR'S NOTES:

1. SEE SHEETS 2 & 3 IN EXHIBIT "B" FOR THE SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN.
2. THERE EXISTS A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVEWAYS SHOWN WITHIN PHASES ONE THROUGH TEN FOR INGRESS AND EGRESS PURPOSES FOR THE OWNERS WITHIN THIS DEVELOPMENT.

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SURVEYOR'S NOTES:

1. THIS DEVELOPMENT WILL CONSIST OF 12.252 ACRES OF LAND, SEVEN 2 STORY BUILDINGS CONTAINING A TOTAL OF 84 UNITS, THREE 5 STORY BUILDINGS CONTAINING A TOTAL OF 90 UNITS. THERE WILL BE 150 GARAGE SPACES AND 229 OPEN PARKING SPACES. TWO SWIMMING POOLS AND ONE RECREATION BUILDING ARE PLANNED. ALL AS SHOWN ON THE GRAPHIC PLOT PLAN OF THE OVER ALL PLANNED IMPROVEMENTS, SHOWN ON SHEET 1 OF EXHIBIT "B".
2. THIS DEVELOPMENT WILL CONSIST OF 10 PHASES. THE PHASE DEVELOPMENT PLAN IS SHOWN ON SHEET 1 OF EXHIBIT "B".
3. PHASE ONE WILL CONTAIN BUILDING ONE. THIS BUILDING WILL CONTAIN 12 UNITS. THERE ARE TO BE 24 OPEN PARKING SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS IN BUILDING ONE ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE SCREEN PORCHES ADJACENT TO THE UNITS ARE COMMON ELEMENTS, LIMITED TO THE USE OF THOSE UNITS. THIS PHASE WILL CONTAIN 0.552 ACRES. THE BUILDING WILL BE APPROXIMATELY 26 FEET IN HEIGHT.
4. PHASE TWO WILL CONTAIN BUILDING TWO. THIS BUILDING WILL CONTAIN 12 UNITS. THERE ARE TO BE 14 OPEN PARKING SPACES AND 12 GARAGE SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS IN BUILDING TWO ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE SCREEN PORCHES ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THE GARAGE SPACES 1 THROUGH 12 IN GARAGE H ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 0.927 ACRES. THE BUILDING HEIGHT WILL BE APPROXIMATELY 26 FEET.
5. PHASE THREE WILL CONTAIN BUILDING 3. THIS BUILDING WILL CONTAIN 12 UNITS. THERE ARE TO BE 14 OPEN PARKING SPACES AND 12 GARAGE SPACES. SWIMMING POOL ONE, ITS PATIO AND ADJACENT REST ROOMS ARE TO BE ENCLOSED IN THIS PHASE. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS IN BUILDING 3 ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE SCREEN PORCHES ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. GARAGE SPACES 1 THROUGH 12 IN GARAGE A ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 1.739 ACRES. THE BUILDING HEIGHT WILL BE APPROXIMATELY 26 FEET.
6. PHASE FOUR WILL CONTAIN BUILDING FOUR. THIS BUILDING WILL CONTAIN 12 UNITS. THERE WILL BE 14 OPEN PARKING SPACES AND 12 GARAGE SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS IN BUILDING 4 ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE SCREEN PORCHES ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THE GARAGE SPACES 13 THROUGH 24 IN GARAGE A ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 0.939 ACRES. THE BUILDING HEIGHT WILL BE APPROXIMATELY 26 FEET.
7. PHASE FIVE WILL CONTAIN BUILDING FIVE. THIS BUILDING WILL CONTAIN 12 UNITS. THERE ARE TO BE 24 OPEN PARKING SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS IN BUILDING FIVE ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE SCREEN PORCHES ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THIS PHASE WILL CONTAIN 0.331 ACRES. THE BUILDING HEIGHT WILL BE APPROXIMATELY 26 FEET.

8. PHASE SIX WILL CONTAIN BUILDING SIX. THIS BUILDING WILL CONTAIN 12 UNITS. THERE WILL BE 14 OPEN PARKING SPACES AND 15 GARAGE SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS WITHIN BUILDING SIX ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE SCREEN PORCHES ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THE GARAGE SPACES 1 THROUGH 15 IN GARAGE B ARE COMMON ELEMENTS LIMITED TO CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 1.054 ACRES. THE BUILDING HEIGHT WILL BE APPROXIMATELY 26 FEET.
9. PHASE SEVEN WILL CONTAIN BUILDING SEVEN. THERE WILL BE 12 UNITS WITHIN THIS BUILDING. THERE ARE TO BE 14 OPEN PARKING SPACES AND 12 GARAGE SPACES. SWIMMING POOL TWO, ITS PATIO AND RECREATION BUILDING WILL BE INCLUDED IN THIS PHASE. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS WITHIN BUILDING SEVEN ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE SCREEN PORCHES ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THE GARAGE SPACES 1 THROUGH 12 IN GARAGE D ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 1.457 ACRES OF LAND. THE BUILDING HEIGHT WILL BE APPROXIMATELY 26 FEET.
10. PHASE EIGHT WILL CONTAIN BUILDING EIGHT. THIS BUILDING WILL CONTAIN 30 UNITS. THERE WILL BE 53 OPEN PARKING SPACES AND 30 GARAGE SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS WITHIN BUILDING EIGHT ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE BALCONIES OR PATIOS ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THE GARAGE SPACES 1 THROUGH 12 IN GARAGE C, SPACES 13 THROUGH 24 IN GARAGE D, AND SPACES 19 THROUGH 24 IN GARAGE E ARE COMMON ELEMENTS, LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 1.770 ACRES. THE BUILDING HEIGHT WILL BE APPROXIMATELY 45 FEET.
11. PHASE NINE WILL CONTAIN BUILDING NINE. THIS BUILDING WILL CONTAIN 30 UNITS. THERE ARE TO BE 16 OPEN PARKING SPACES AND 30 GARAGE SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS WITHIN BUILDING NINE ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE BALCONIES OR PATIOS ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THE GARAGE SPACES 1 THROUGH 18 IN GARAGE E AND 10 THROUGH 18 IN GARAGE F ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 1.481 ACRES. THE BUILDING HEIGHT WILL BE APPROXIMATELY 45 FEET.
12. PHASE TEN WILL CONTAIN BUILDING TEN. THIS BUILDING WILL CONTAIN 30 UNITS. THERE ARE TO BE 40 OPEN PARKING AND 30 GARAGE SPACES. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS WITHIN BUILDING TEN ARE COMMON ELEMENTS OF THE CONDOMINIUM. THE BALCONIES OR PATIOS ADJACENT TO THE UNITS ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS. THE GARAGE SPACES 1 THROUGH 9 IN GARAGE F AND 1 THROUGH 18 IN GARAGE G AND 13 THROUGH 15 IN GARAGE H ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS OF THE CONDOMINIUM AS SET FORTH IN THE DECLARATION. THIS PHASE WILL CONTAIN 1.895 ACRES, THE BUILDING HEIGHT WILL BE APPROXIMATELY 45 FEET.
13. THIS PLOT PLAN WAS PREPARED UNDER THE SUPERVISION OF JOHN R. CAMPBELL, P.L.S. FROM AN APPROVED ENGINEERING SITE PLAN PREPARED BY ALLEN ENGINEERING, INC.

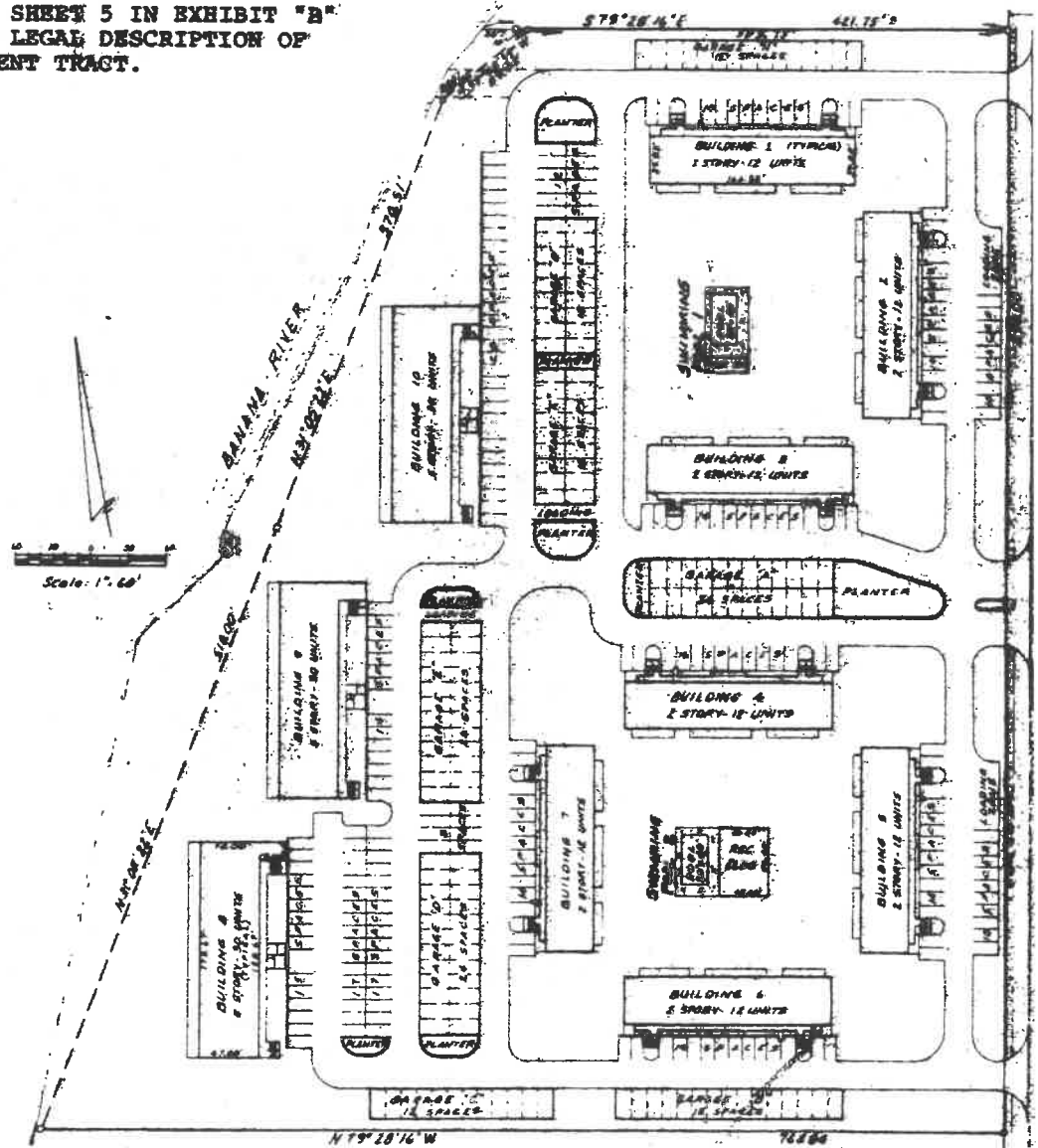
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

BOUNDARY SURVEY

PARENT TRACT

SURVEYOR'S NOTES:

SEE SHEET 5 IN EXHIBIT "B"
FOR LEGAL DESCRIPTION OF
PARENT TRACT.



CERTIFICATION:

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

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

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
April 28, 1978

EXHIBIT "B"

SHEET 4 OF 4

LEGAL DESCRIPTION OF PARENT TRACT:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY LINE OF SAID BANANA RIVER BOULEVARD FOR A DISTANCE OF 485.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR A DISTANCE OF 768.84 FEET TO A POINT OF INTERSECTION WITH THE BULKHEAD LINE AS SHOWN IN BULKHEAD BOOK ZERO AT PAGE 125A; THENCE RUN N $31^{\circ}05'22''$ E ALONG SAID BULKHEAD LINE FOR A DISTANCE OF 888.51 FEET; THENCE RUN N $59^{\circ}48'39''$ E FOR A DISTANCE OF 89.02 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR A DISTANCE OF 385.75 FEET; THENCE RUN S $10^{\circ}01'20''$ W A DISTANCE OF 405.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 12.252 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF PHASE ONE:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN N $10^{\circ}01'20''$ E ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 81.99 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N $10^{\circ}01'20''$ E FOR 186.01 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 130.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 186.06 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 131.63 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.559 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF PHASE TWO:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN N $10^{\circ}01'20''$ E ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 268.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N $10^{\circ}01'20''$ E FOR 137.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 259.42 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 34.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 46.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 103.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 306.63 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 0.927 ACRES MORE OR LESS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

LEGAL DESCRIPTION FOR PHASE THREE:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY OF BANANA RIVER BOULEVARD FOR 70.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 140.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 24.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 169.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 314.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 176.63 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 186.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 131.65 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}01'20''$ W FOR 81.99 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.739 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR PHASE FOUR:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY OF BANANA RIVER BOULEVARD FOR 70.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S $10^{\circ}31'44''$ W FOR 100.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 322.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 124.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 182.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 24.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 140.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 0.639 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR PHASE FIVE:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 170.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S $10^{\circ}31'44''$ W FOR 178.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 130.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 178.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 130.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.531 ACRES MORE OR LESS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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LEGAL DESCRIPTION FOR PHASE SIX:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 348.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S $10^{\circ}31'44''$ W FOR 137.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 335.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 137.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 335.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.054 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR PHASE SEVEN:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W FOR 170.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 130.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N $79^{\circ}28'16''$ W FOR 278.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 68.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 37.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 200.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 110.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 90.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 205.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 178.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.457 ACRES MORE OR LESS.

LEGAL DESCRIPTION FOR PHASE EIGHT:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 485.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 335.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N $79^{\circ}28'16''$ W FOR 433.84 FEET TO A POINT ON THE BULKHEAD LINE SHOWN IN BULKHEAD BOOK ZERO AT PAGE 125A OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N $31^{\circ}05'22''$ E ALONG SAID BULKHEAD LINE FOR 263.80 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 194.19 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 92.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 37.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 292.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 110.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 47.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.770 ACRES MORE OR LESS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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LEGAL DESCRIPTION OF PHASE NINE:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S 10°31'44" W ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 70.00 FEET; THENCE RUN N 79°28'16" W FOR 140.00 FEET; THENCE RUN N 10°31'44" E FOR 24.00 FEET; THENCE RUN N 79°28'16" W FOR 169.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 79°28'16" W FOR 13.00 FEET; THENCE RUN S 10°31'44" W FOR 126.00 FEET; THENCE RUN N 79°28'16" W FOR 86.00 FEET; THENCE RUN S 10°31'44" W FOR 68.00 FEET; THENCE RUN N 79°28'16" W FOR 37.00 FEET; THENCE RUN N 10°31'44" E FOR 92.00 FEET; THENCE RUN N 79°28'16" W FOR 37.00 FEET; THENCE RUN S 10°31'44" W FOR 92.00 FEET; THENCE RUN N 79°28'16" W FOR 194.19 FEET TO A POINT ON THE BULKHEAD LINE SHOWN IN BULKHEAD BOOK ZERO AT PAGE 125A OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN N 31°05'22" E ALONG SAID BULKHEAD LINE FOR 230.70 FEET; THENCE RUN S 79°28'16" E FOR 203.17 FEET; THENCE RUN N 10°31'44" E FOR 158.00 FEET; THENCE RUN S 79°28'16" E FOR 36.00 FEET; THENCE RUN S 10°31'44" W FOR 158.00 FEET; THENCE RUN S 79°28'16" E FOR 47.00 FEET; THENCE RUN S 10°31'44" W FOR 24.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.481 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF PHASE TEN:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S 10°31'44" W ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 70.00 FEET; THENCE RUN N 79°28'16" W FOR 140.00 FEET; THENCE RUN N 10°31'44" E FOR 24.00 FEET; THENCE RUN N 79°28'16" W FOR 169.00 FEET; THENCE RUN N 10°31'44" E FOR 24.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 10°01'20" E FOR 193.00 FEET; THENCE RUN S 79°28'16" E FOR 46.00 FEET; THENCE RUN N 10°31'44" E FOR 34.00 FEET; THENCE RUN N 79°28'16" W FOR 126.33 FEET TO A POINT ON THE BULKHEAD LINE SHOWN IN BULKHEAD BOOK ZERO AT PAGE 125A OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S 59°48'39" W ALONG SAID BULKHEAD LINE FOR 89.02 FEET; THENCE RUN S 31°05'22" W FOR 394.01 FEET; THENCE RUN S 79°28'16" E FOR 203.17 FEET; THENCE RUN N 10°31'44" E FOR 158.00 FEET; THENCE RUN S 79°28'16" E FOR 36.00 FEET; THENCE RUN S 10°31'44" W FOR 158.00 FEET; THENCE RUN S 79°28'16" E FOR 47.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.895 ACRES MORE OR LESS.

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OF
THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

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EXHIBIT "C"

ARTICLES OF INCORPORATIONOFTHE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

(a corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE INAME

The name of the corporation shall be THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

ARTICLE IIPURPOSE

The purposes and objects of the corporation shall be to administer the operation and management of a condominium to be established by WONDER DEVELOPMENT CORP., hereinafter called Developer, the condominium apartment complex to be established in accordance with the laws of the State of Florida upon the following described property, situate, lying and being in Brevard County, Florida, to-wit:

A parcel of land lying in Government Lots 2 and 3 in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Begin at the intersection of the north right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida extended westerly and the west right of way line of Banana River Boulevard; thence run S 10°31'44" W along the west right of way line of said Banana River Boulevard for a distance of 485.00 feet; thence run N 79°28'16" W for a distance of 768.84 feet to a point of intersection with the bulkhead line as shown in Bulkhead Book zero at Page 125A; thence run N 31°05'22" E along said bulkhead line for a distance of 888.51 feet; thence run N 59°48'39" E for a distance of 89.02 feet; thence run S 79°28'16" E for a distance of 385.75 feet; thence run S 10°01'20" W a distance of 405.00 feet to the point of beginning, said parcel contains 12.252 acres, more or less.

and to undertake the performance of the acts and duties incident to the administration of the operation and management of said condominium and in accordance with the terms, provisions, conditions and authorizations contained in these articles and which may be contained in the Declaration of Condominium which will be recorded in the public records of Brevard County, Florida, at the time said property, and the improvements now or hereafter situate thereon are submitted to a plan of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said condominium. The corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE IIIPOWERS

The corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered, and all of the powers and privileges which may be granted unto said corporation or exercised by it under any other applicable laws of the State of Florida, including the Condominium Act, Chapter 718, of the Florida Statutes.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the corporation, including, but not limited to:

1. Making and establishing reasonable rules and regulations governing the use of apartment units and the common elements in the condominium as said terms may be defined in the Declaration of Condominium.

2. Levying and collecting assessments against members of the corporation to defray the common expenses of the condominium as may be provided in the Declaration of Condominium and in the Bylaws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, including the apartment units in the condominium, which may be necessary or convenient in the operation and management of the condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

3. Maintaining, repairing, replacing, operating and managing the condominium and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of the condominium property.

4. Contracting for the management of the condominium and delegating to such contractor all of the powers and duties of the association except those which may be required by the Declaration of Condominium to have approval of the Board of Administration or membership of the corporation.

5. Enforcing the provisions of the Declaration of Condominium, these Articles of Incorporation, the Bylaws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of the condominium as the same may be hereafter established.

6. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational and communal facilities, whether or not contiguous to lands of the condominium, to provide enjoyment, recreation, or other use of benefit to the owners of the apartment units, all as may be deemed by the Board of Administration to be in the best interests of the corporation.

7. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the corporation pursuant to the Declaration of Condominium.

ARTICLE IV

MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

A. The owners of all apartment units in the condominium shall be members of the corporation, and no other persons or entities shall be entitled to membership, except as provided in item E of this Article IV.

B. Membership shall be established by the acquisition of fee title to an apartment unit in the condominium or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial

decree or otherwise and the membership of a party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any apartment unit except that nothing herein contained shall be construed as terminating the membership of any party who may own two (2) or more apartment units, so long as such party shall retain title to or a fee ownership interest in any apartment unit.

C. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his apartment unit. The funds and assets of the corporation shall belong solely to the corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the said Bylaws.

D. On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each apartment unit in the condominium, which vote shall be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the Bylaws hereafter adopted. Should any member own more than one (1) apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided in said Bylaws.

E. Until such time as the property described in Article II hereof is submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers of these Articles, each of which subscribers shall be entitled to cast one (1) vote on all matters on which that membership shall be entitled to vote.

ARTICLE V

TERM

The corporation shall have perpetual existence.

ARTICLE VI

LOCATION

The principal office of the corporation shall be located at 3799 South Banana River Boulevard, Cocoa Beach, Florida, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Administration.

ARTICLE VII

DIRECTORS

The affairs of the corporation shall be managed by the Board of Administration. The number of members of the first Board of Administration of the corporation shall be three (3). The number of members of succeeding Boards of Administration shall be three (3) except as changed from time to time by the Bylaws of the corporation. The members of the Board of Administration shall be elected as provided by the Bylaws of the corporation. The Board of Administration shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation. Notwithstanding the foregoing, the first election of Directors will be held in accordance with Article VI, page of the Declaration of Condominium of THE FOUR SEASONS CONDOMINIUM. Any vacancies in the Board of Administration occurring before the first election will be filled by the remaining Directors. The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

The names and addresses of the members of the first Board of Administration who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

MALCOLM R. KIRSCHENBAUM

66 North Atlantic Avenue
Cocoa Beach, Florida

PENNY W. BELL

66 North Atlantic Avenue
Cocoa Beach, Florida

KATHERINE LETOSKY

66 North Atlantic Avenue
Cocoa Beach, Florida

ARTICLE VIII

OFFICERS

The Board of Administration shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board of Administration shall determine. The President shall be elected from among the membership of the Board of Administration but no other officer needs to be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the corporation shall be administered by the officers designated in the Bylaws of the corporation. Said officers will be elected by the Board of Administration at its first meeting following the annual meeting of the members of the Association and with the approval of the Board of Administration may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the condominium, and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director of the corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

MALCOLM R. KIRSCHENBAUM
President

66 North Atlantic Avenue
Cocoa Beach, Florida

PENNY W. BELL
Vice President

66 North Atlantic Avenue
Cocoa Beach, Florida

KATHERINE LETOSKY
Secretary/Treasurer

66 North Atlantic Avenue
Cocoa Beach, Florida

ARTICLE IX

SUBSCRIBERS

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Administration of the corporation, the names of which subscribers and their respective addresses are more particularly set forth in Article VII above.

ARTICLE X

BYLAWS

The original Bylaws of the corporation shall be adopted by the Board of Administration and thereafter, such Bylaws may be altered or rescinded by the Board of Administration only in such manner as said Bylaws may provide.

ARTICLE XIINDEMNIFICATION

Every Director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the corporation, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that, in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XIIAMENDMENTS

Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the corporation acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the apartment units in the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than seventy-five (75%) percent of the apartment units in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

Notwithstanding the foregoing provisions of this Article XII, no amendment or amendments to these Articles which shall abridge, amend or alter the right of the Developer to designate and select members of each Board of Administration of the corporation, as provided in Article VII hereof, may be adopted or become effective without the prior consent of the Developer.

IN WITNESS WHEREOF, the subscribers have hereto set their hands and seals this 26th day of February, 1979.

Malcolm R. Kirschenbaum
Penny W. Bell
Katherine Letosky

STATE OF FLORIDA:
 COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, personally appeared MALCOLM R. KIRSCHENBAUM, PENNY W. BELL and KATHERINE LETOSKY, who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed on this 26th day of February, 1979.

My Commission Expires:
May 26, 1982

Cheryl Layton
 NOTARY PUBLIC

CERTIFICATE OF RESIDENT AGENT

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Cocoa Beach, County of Brevard, State of Florida, has named MALCOLM R. KIRSCHENBAUM, located at 66 North Atlantic Avenue, Cocoa Beach, Florida, as its agent to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

Malcolm R. Kirschenbaum
 MALCOLM R. KIRSCHENBAUM
 Resident Agent

INDEX
TO BYLAWS
OF
THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

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EXHIBIT "D"

BYLAWSOFTHE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.I. IDENTITY

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

A parcel of land lying in Government Lots 2 and 3 in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Begin at the intersection of the north right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida extended westerly and the west right of way line of Banana River Boulevard; thence run S 10°31'44" W along the west right of way line of said Banana River Boulevard for a distance of 485.00 feet; thence run N 79°28'16" W for a distance of 768.84 feet to a point of intersection with the bulkhead line as shown in Bulkhead Book zero at Page 125A; thence run N 31°05'22" E along said bulkhead line for a distance of 888.51 feet; thence run N 59°48'39" E for a distance of 89.02 feet; thence run S 79°28'16" E for a distance of 385.75 feet; thence run S 10°01'20" W a distance of 405.00 feet to the point of beginning, said parcel contains 12.252 acres, more or less.

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

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

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

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

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

f. The seal of the Association shall bear the name of the Association, the word "Florida", the words "a corporation not for profit", and the year "1978", an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

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

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

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

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

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

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual membership meeting shall be held at the office of the Association at 8:00 PM, Eastern Standard Time, on the first Tuesday in June of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

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

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

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

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

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

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

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

4. BOARD OF ADMINISTRATION AND OFFICERS

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

owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business any unit in a condominium operated by the Association.

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

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

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

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

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

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

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

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

h. A quorum of a Directors' meeting shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present shall constitute the act of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declaration of Condominium. If any Directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, whenever the latter percentage of attendance may be required, the Directors who are present may adjourn the meeting from time to time until a quorum or the required percentage attendance, if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring the minutes thereof shall constitute the presence of such

Director for the purpose of determining a quorum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. OFFICERS

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

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

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

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

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

6. FISCAL MANAGEMENT

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

a. The Association shall maintain accounting records for each condominium it manages in the County where the condominium is located, according to good accounting practices. The records shall be open for inspection by unit owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to:

(1) A record of all receipts and expenditures.

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

b. The Board of Administration shall adopt a budget for each calendar year which shall contain estimates of the cost of performing

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

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

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

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

f. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners to the Board, the Board shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and adopt a budget by a vote of not less than a two-thirds ($\frac{2}{3}$) majority of all unit owners. If the proposed budget does not require assessments against the unit owners exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the Board of Administration may propose the budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all unit owners in writing, the budget shall be adopted. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. Provided, however, that so long as the Developer is in control of the Board of Administration the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

7. PARLIAMENTARY RULES

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

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

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

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

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

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

The undersigned, being the Secretary/Treasurer of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of said Association at a meeting held for such purpose on the 26th day of February, 1979.


SECRETARY/TREASURER

OFFICIAL RECORDS 2039 PAGE 849

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS CONDOMINIUM, recorded in Official Records Book 2012, Page 574, of the Public Records of Brevard County, Florida, hereby amends and expands said Declaration above described and submits the following described real property:

PHASE TWO:

A parcel of land lying in Governments Lots 2 and 3 in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the North right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 at Page 770, of the Public Records of Brevard County, Florida, extended Westerly and the West right of way line of Banana River Boulevard; thence run N 10°01'20" E along the West right of way line of Banana River Boulevard for 268.00 feet to the Point of Beginning of the following described parcel of land; thence continue N 10°01'20" E for 137.00 feet; thence run N 79°28'16" W for 259.42 feet; thence run S 10°31'44" W for 34.00 feet; thence run N 79°28'16" W for 46.00 feet; thence run S 10°31'44" W for 103.00 feet; thence run S 79°28'16" E for 306.63 feet to the point of beginning; said parcel contains 0.927 acres more or less.

PHASE THREE:

A parcel of land lying in Government Lots 2 and 3 in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Begin at the intersection of the North right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida, extended Westerly and the West right of way line of Banana River Boulevard; thence run S 10°31'44" W along the West right of way of Banana River Boulevard for 70.00 feet; thence run N 79°28'16" W for 140.00 feet; thence run N 10°31'44" E for 24.00 feet, thence run N 79°28'16" W for 169.00 feet; thence run N 10°31'44" E for 314.00 feet; thence run S 79°28'16" E for 176.63 feet; thence run S 10°31'44" W for 186.00 feet; thence run S 79°28'16" E for 131.65 feet to a point on the West right of way line of Banana River Boulevard; thence run S 10°01'20" W for 81.99 feet to the Point of Beginning, said parcel contains 1.739 acres more or less.

CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

318455

18.3.20 10:46

together with improvements thereon, containing two apartment buildings having a total of 24 apartments, and other appurtenant improvements more specifically described on Exhibits "E" and "F" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2012, Page 574, of the Public Records of Brevard County, Florida.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2 and 3 in their entirety, and further amends Article II of the Declaration of Condominium as follows:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A" consisting of six (6) pages, Exhibit "B" consisting of eight (8) pages, Exhibit "E" consisting of six (6) pages, and Exhibit "F" consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plat plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

Allen Engineering, Inc.
By: John R. Campbell
Professional Land Surveyor, No. 2351
State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are shown on Sheets 4 and 5 of Exhibit "A" and Sheets 4 and 5 of Exhibit "E", and Sheets 4 and 5 of Exhibit "F".

It is anticipated that the condominium project will be expanded by the addition of four (4) two-story buildings containing a total of forty-eight (48) apartments and three (3)

five-story buildings containing a total of ninety (90) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property.

Phase Four shall consist of Building 4, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Four is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Five shall consist of Building 5, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Six shall consist of Building 6, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Six is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Seven shall consist of Building 7, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Seven is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Eight shall consist of Building 8, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Eight is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Nine shall consist of Building 9, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Nine is located is more particularly described on Sheet 8 of Exhibit "B".

Phase Ten shall consist of Building 10, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Ten is located is more particularly described on Sheet 8 of Exhibit "B".

All of the units in Phases Four through Seven are two-bedroom two-bath apartments. The buildings in Phases Eight, Nine and Ten each contain five (5) three-bedroom, two-bath units, and twenty-five (25) two-bedroom, two-bath units.

Each unit owner will own an undivided one-thirty-sixth (1/36th) share in the common elements. When Phase Four is added, each unit owner will own an undivided one-forty-eighth (1/48th) share in the common elements. When Phase Five is added, each unit owner will own an undivided one-sixtieth (1/60th) share in the common elements. When Phase Six is added, each unit owner will own an undivided one-seventy-second (1/72nd) share in the common elements. When Phase Seven is added, each

unit owner will own an undivided one-eighty-fourth (1/84th) share in the common elements. When Phase Eight is added, each unit owner will own an undivided one-one hundred fourteenth (1/114th) share in the common elements. When Phase Nine is added, each unit owner will own an undivided one-one hundred forty-fourth (1/144th) share in the common elements. When Phase Ten is added, each unit owner will own an undivided one-one hundred seventy-fourth (1/174th) share in the common elements.

The recreational areas and facilities to be owned as common elements by all unit owners are contained in Phases Three and Seven and are described in Exhibit "B" and Exhibit "F" attached hereto.

Initially, there shall be a total of thirty-six (36) votes to be cast by the owners of the condominium units. When Phase Four is added, there shall be a total of forty-eight (48) votes to be cast by the owners of the condominium. When Phase Five is added, there shall be a total of sixty (60) votes to be cast by the owners of the condominium. When Phase Six is added, there shall be a total of seventy-two (72) votes to be cast by the owners of the condominium. When Phase Seven is added, there shall be a total of eighty-four (84) votes to be cast by the owners of the condominium. When Phase Eight is added, there shall be a total of one hundred fourteen (114) votes to be cast by the owners of the condominium. When Phase Nine is added, there shall be a total of one hundred forty-four (144) votes to be cast by the owners of the condominium. When Phase Ten is added, there shall be a total of one hundred seventy-four (174) votes to be cast by the owners of the condominium.

The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If any phase is not added as a part of the condominium the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph.

Each of the unit owners shall have a non-exclusive easement to the recreational facilities in Phase Seven with the occupants of Phases Four through Ten until such time as Phase Seven is added to the condominium property. The occupants of Phases Four through Ten shall have a non-exclusive easement to the recreational facilities in Phase Three until those phases are added to the condominium property. In the event Phases Four through Ten, or any phase contained therein, are not added, all unit owners shall continue to have a non-exclusive easement with the occupants of any proposed phase that is not added until such time as the recreational facilities in Phase Seven are added to the condominium property. Upon the recreational facilities in Phase Seven being added, the occupants of a phase that has not been added shall continue to have a non-exclusive easement with all the unit owners. The Developer or the Association after turnover shall charge the occupants of any phase that has not been added a reasonable fee for the use of the recreational facilities in Phases Three and Seven to defray the expense of maintenance and upkeep of said facilities until such time as that phase is added. The failure of an occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The

occupants of any phase that has not been added to the condominium property shall have a non-exclusive easement to the walks, terraces, paved driveways and other common property from and to the river and the public highway bounding the condominium complex with all of the unit owners.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phases One, Two and Three. It is anticipated that all units will be completed by July, 1980.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/12 and substituting 1/36 therefor throughout Article III.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article IV, Paragraph Two, of the Declaration of Condominium, by deleting the last sentence and substituting therefor:

"In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto, fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "E" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "F" attached hereto, which the Developer reserves the right to designate for the exclusive use of the individual unit owners, which said parking spaces and garages are hereby made limited common elements."

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration of Condominium by deleting twelve (12) from paragraph two and substituting thirty-six (36) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VII of the Declaration of Condominium by deleting 1/12 from paragraph one and substituting 1/36 therefor and by deleting nine (9) from paragraph three and substituting twenty-seven (27) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VIII of the Declaration of Condominium by deleting nine (9) from paragraph (F) and substituting twenty-seven (27) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends

Article XIV of the Declaration of Condominium by deleting Paragraph Four and substituting therefor:

"The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage or portion thereof, to-wit:

Each unit owner shall be entitled to a distributive share of 1/36.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 20th day of August, 1978.

Signed, sealed and delivered in the presence of:

Henry Layton
Darcy C. Malley

WONDER DEVELOPMENT CORPORATION
By R. Steve Gray President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, known to me, and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him 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 the 20th day of August, 1978.

Darcy C. Malley
Notary Public, State of Florida

My commission expires: 8/25/79

SURVEYOR'S CERTIFICATE

FOR

THE FOUR SEASONS CONDOMINIUM

PHASE TWO

STATE OF FLORIDA

COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "E" ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "E", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS CONDOMINIUM, PHASE TWO IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 18TH DAY OF MAY, 1978.

ALLEN ENGINEERING, INC.

BY:

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 18TH
DAY OF MAY, 1978.

Debra J. McLeary
Notary Public, STATE OF FLORIDA AT LARGE

My Commission Expires: August 23, 1981.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "E"

SHEET 1 OF 6

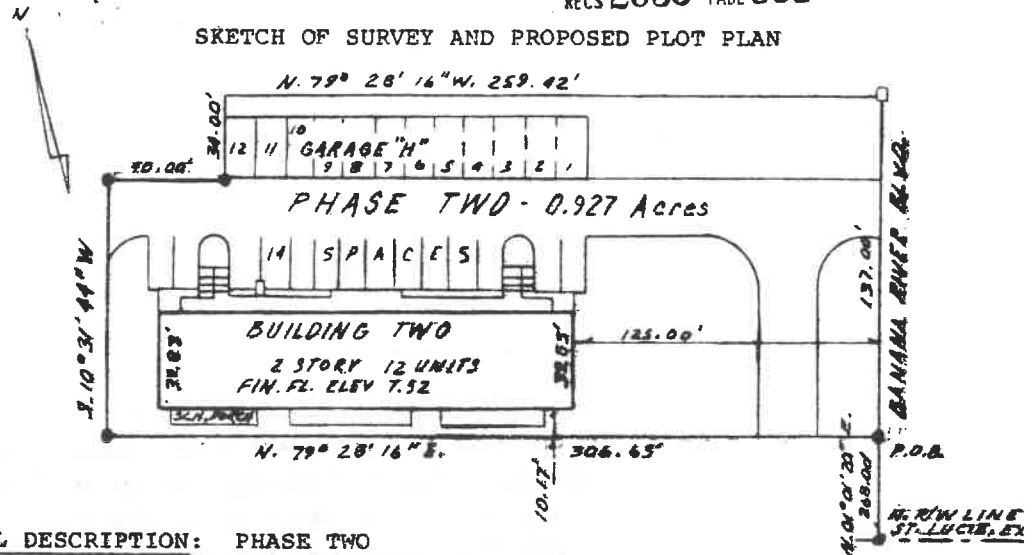
55

THE FOUR SEASONS CONDOMINIUM

PHASE TWO

OFFICIAL RECORDS 2039 PAGE 855

SKETCH OF SURVEY AND PROPOSED PLOT PLAN



LEGAL DESCRIPTION: PHASE TWO

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN N 10° 01' 20" E ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 268.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N 10° 01' 20" E FOR 137 FEET; THENCE RUN N 79° 28' 16" W FOR 259.42 FEET; THENCE RUN S 10° 31' 44" W FOR 34.00 FEET; THENCE RUN N 79° 28' 16" W FOR 46.00 FEET; THENCE RUN S 10° 44" W FOR 103.00 FEET; THENCE RUN S 79° 28' 16" E FOR 306.63 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINS 0.927 ACRES MORE OR LESS.

Surveyors Note: All improvements shown are proposed.

CERTIFICATION:

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

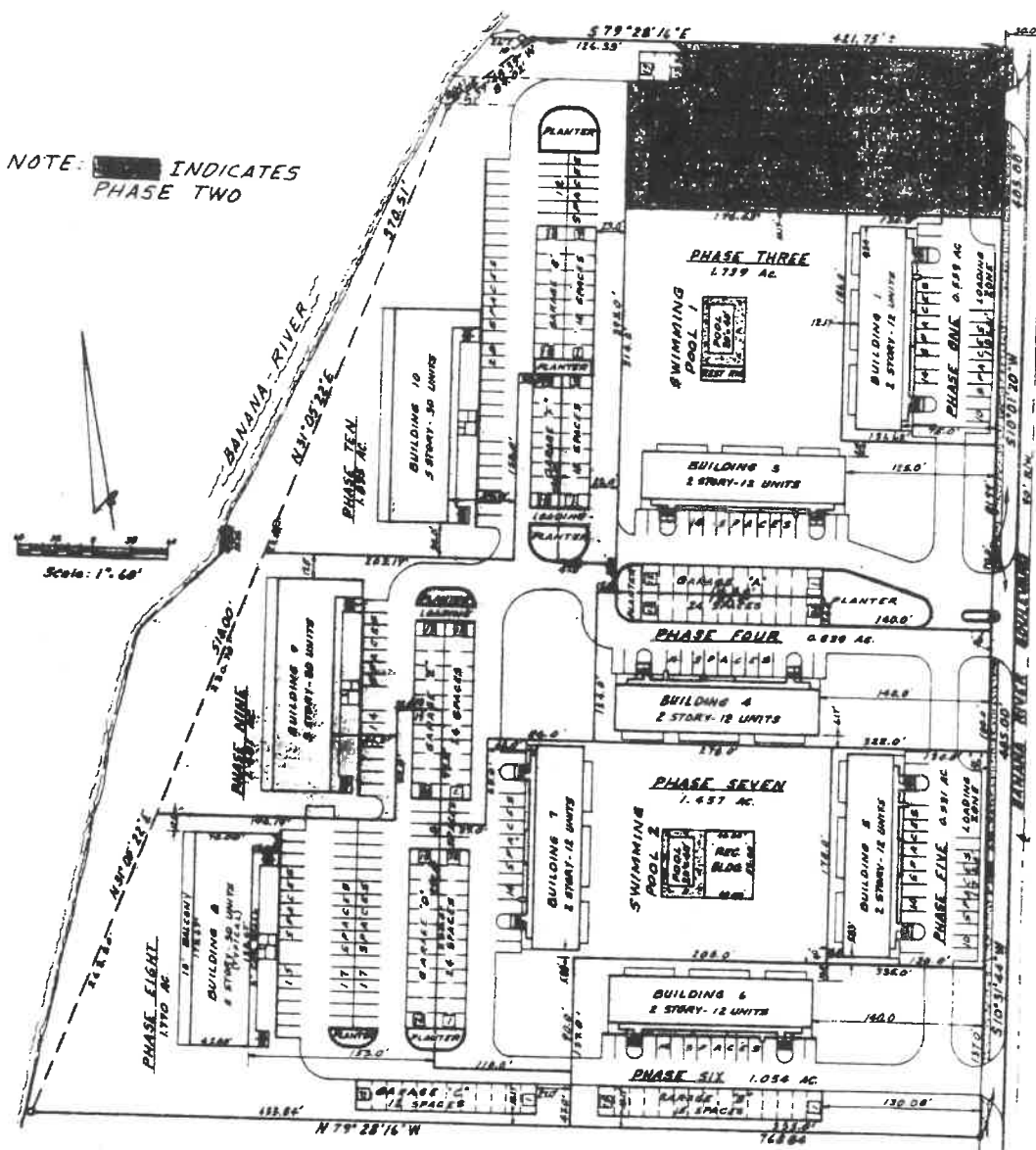
JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 2351, STATE OF FLORIDA

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "E"

SHEET 2 OF 6

NOTE: [REDACTED] INDICATES
PHASE TWO



1. THERE EXISTS A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVEWAYS SHOWN WITHIN PHASES ONE THROUGH TEN FOR INGRESS AND EGRESS PURPOSES FOR THE OWNERS WITHIN THIS DEVELOPMENT.
2. SEE SHEET 2 IN EXHIBIT "B" FOR THE SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN OF PLANNED IMPROVEMENTS IN PHASE TWO.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

May 18, 1978

EXHIBIT "E"

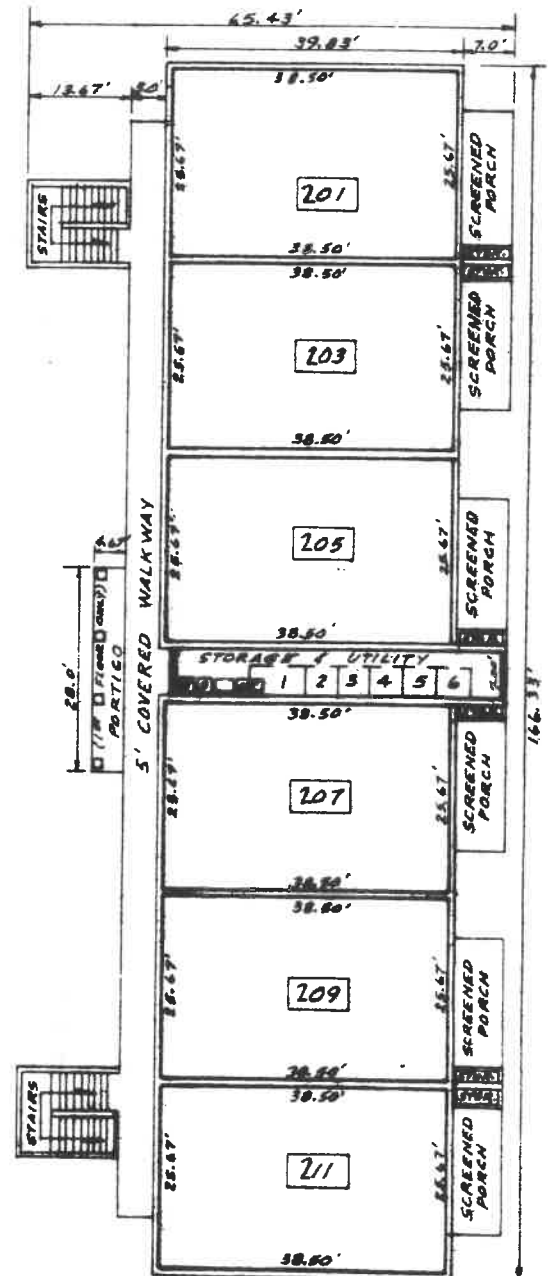
SHEET 3 OF 6

BUILDING NO. 2
PROPOSED FLOOR PLAN
1ST FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.52 FEET.
3. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 15.52 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [101] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 4 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
COGOA BEACH, FLORIDA

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THE FOUR SEASONS CONDOMINIUM
PHASE TWO

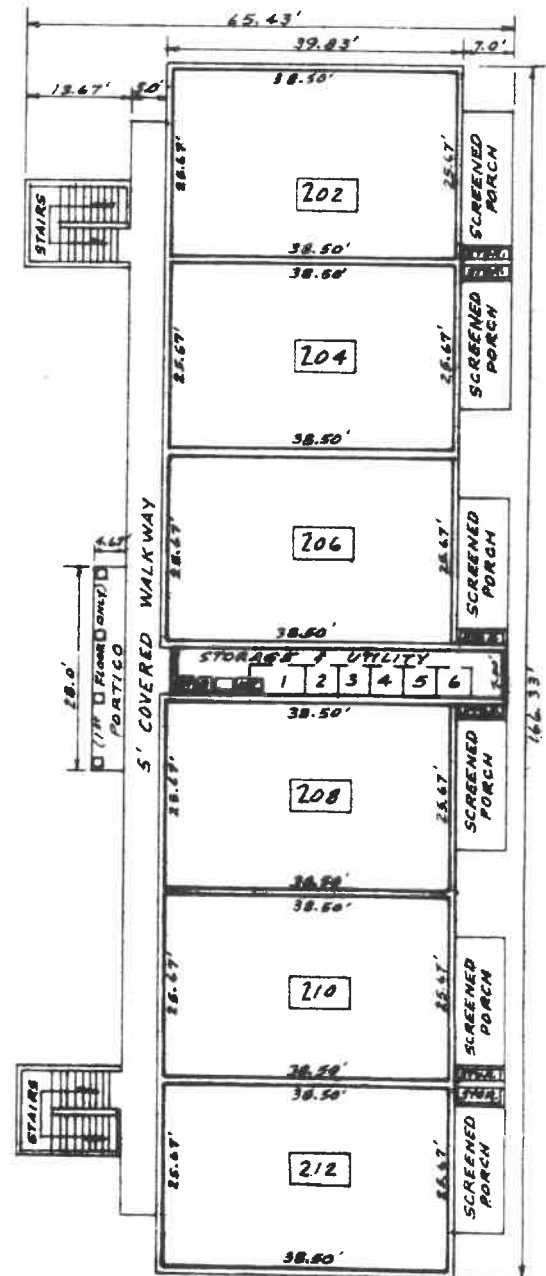
OFFICIAL RECORDS 2039 PAGE 858

BUILDING NO. 2
PROPOSED FLOOR PLAN
2ND FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 16.02 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 24.02 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [101] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 4 OF 4 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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APRIL 28, 1978

EXHIBIT "E"

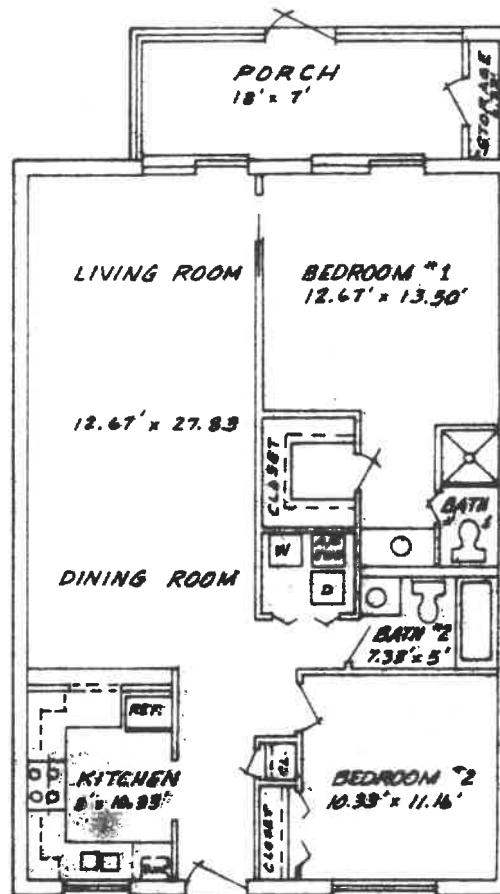
SHEET 5 OF 4

THE FOUR SEASONS CONDOMINIUM

PHASE TWO

OFFICIAL RECORDS 2039 PAGE 859

BUILDING NO. 2



TYPICAL FLOOR PLAN
Scale: 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS FLOOR PLAN REFERS TO NOTE 10 ON SHEET 4 OF 6 IN EXHIBIT "A".
2. THIS FLOOR PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

Aug. 2, 1978

EXHIBIT "E"

SHEET 6 OF 6

SURVEYOR'S CERTIFICATE
FOR
THE FOUR SEASONS CONDOMINIUM
PHASE THREE

STATE OF FLORIDA
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "F" ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "F", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS CONDOMINIUM, PHASE THREE, IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 18TH DAY OF MAY, 1978.

ALLEN ENGINEERING, INC.

BY: 

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 18TH
DAY OF MAY, 1978.


Notary Public, STATE OF FLORIDA AT LARGE

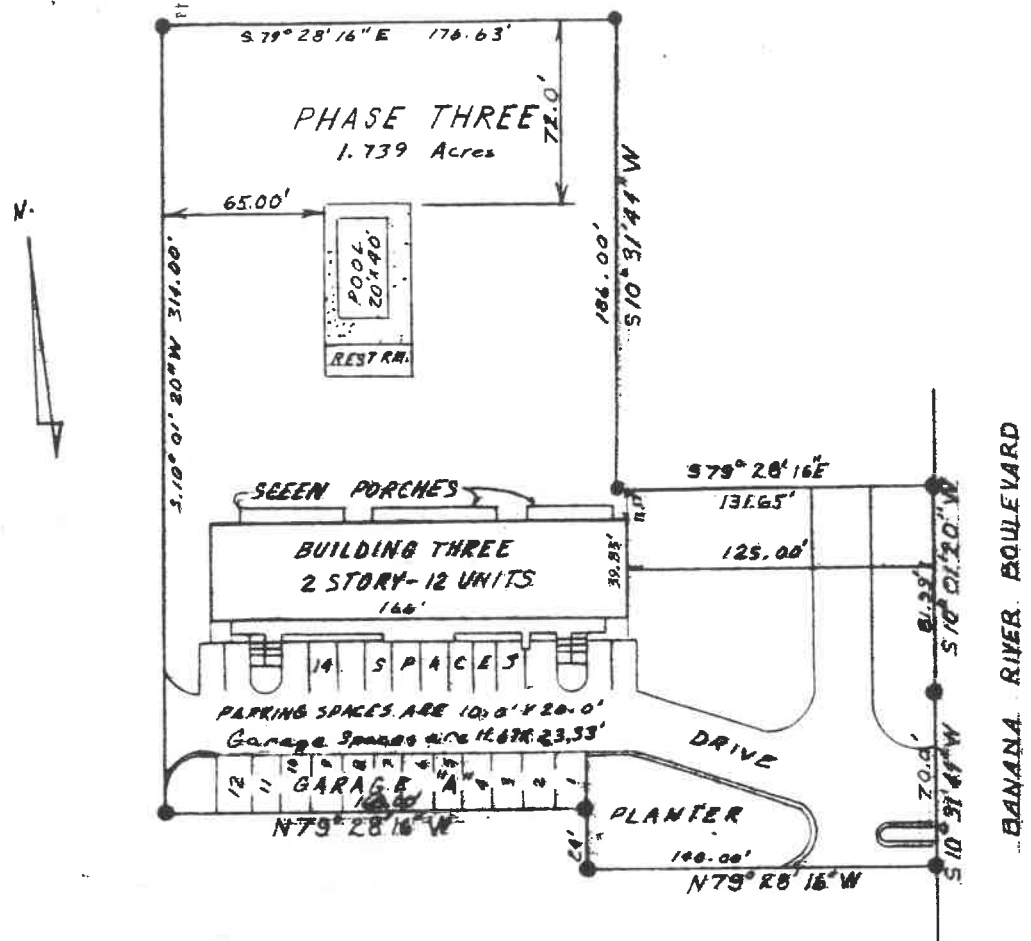
My Commission Expires: August 23, 1981.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "F"

SHEET 1 OF 6

SKETCH OF SURVEY AND PROPOSED PLOT PLAN

LEGAL DESCRIPTION: PHASE THREE

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 3 TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLC EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD THENCE RUN S 10° 31' 44" W ALONG THE WEST RIGHT OF WAY OF BANANA RIVER BOULEVARD FOR 70.00 FEET; THENCE RUN N 79° 28' 16" W FOR 140.00 FEET; THENCE RUN N 10° 31' 44" E FOR 24.00 FEET, THENCE RUN N 79° 28' 16" W FOR 169.00 FEET; THENCE RUN N 10° 31' 44" E FOR 314.00 FEET; THENCE RUN S 79° 28' 16" E FOR 17 FEET; THENCE RUN S 10° 31' 44" W FOR 186.00 FEET; THENCE RUN S 79° 28' 16" E 131.65 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S 10° 01' 20" W FOR 81.99 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.739 ACRES MORE OR LESS.

CERTIFICATION:

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

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

May 18, 1978

JOHN P. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 1351 STATE OF FLORIDA

EXHIBIT "F"

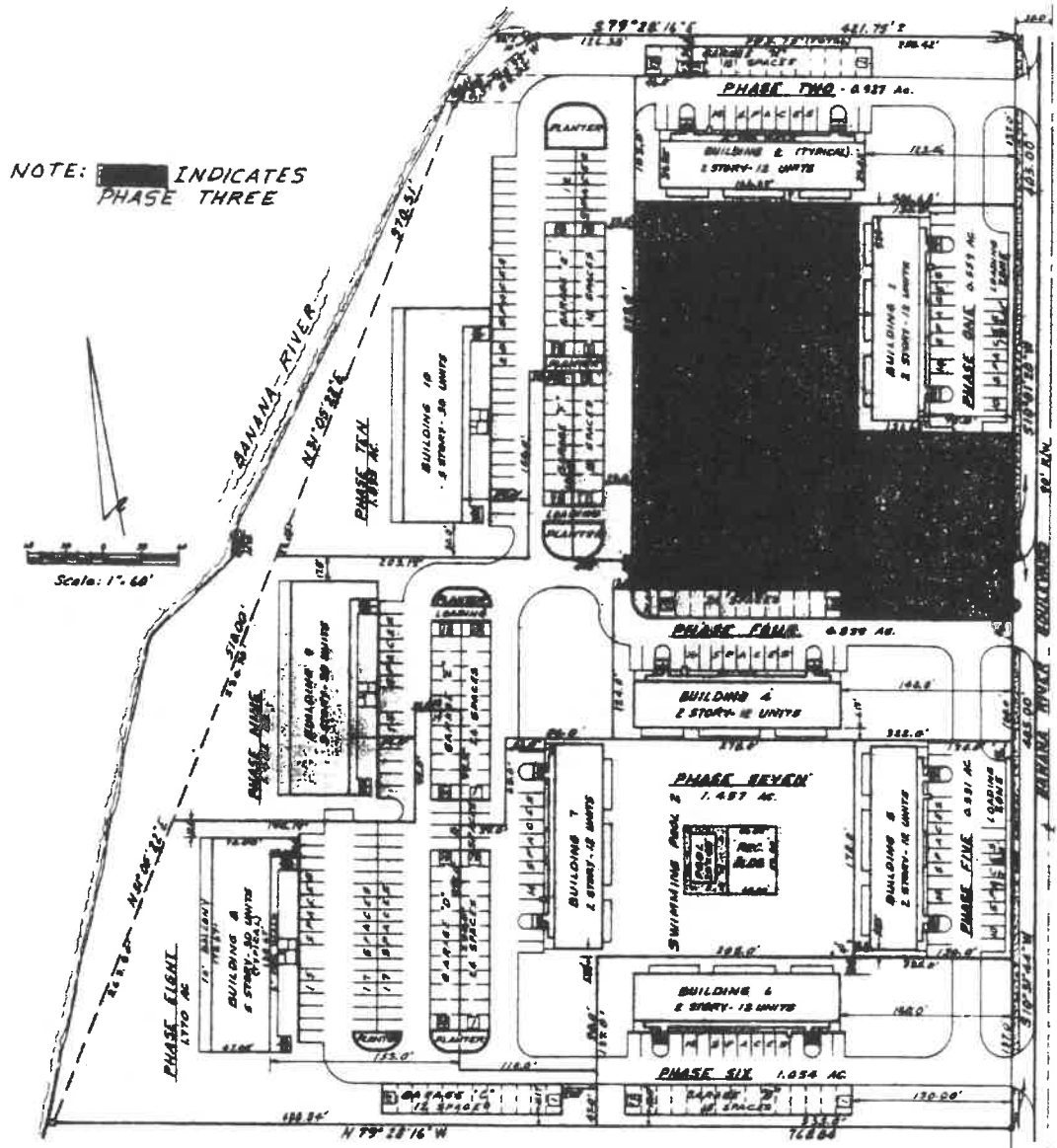
SHEET 2 C

THE FOUR SEASONS CONDOMINIUM

PHASE THREE

OFFLY RECS 2039 PAGE 862

GRAPHIC PLOT PLAN OF PLANNED IMPROVEMENTS IN PHASE THREE



SURVEYOR'S NOTES:

1. THERE EXISTS A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVEWAYS SHOWN WITHIN PHASES ONE THROUGH TEN FOR INGRESS AND EGRESS PURPOSES FOR THE OWNERS WITHIN THIS DEVELOPMENT.
2. SEE SHEET 2 IN EXHIBIT "B" FOR THE SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN OF PHASE THREE PLANNED IMPROVEMENTS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

MAY 18, 1978

EXHIBIT "F"

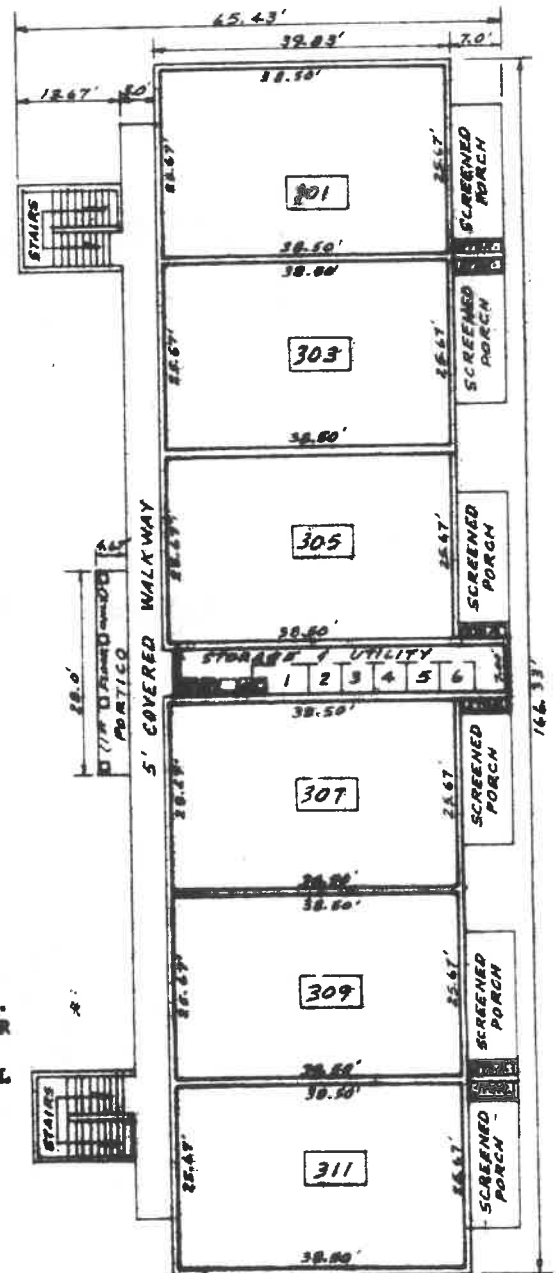
SHEET 3 OF 6

BUILDING NO. 3
PROPOSED FLOOR PLAN
1ST FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.44 FEET.
3. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 15.44 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [101] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

THE FOUR SEASONS CONDOMINIUM
PHASE THREE

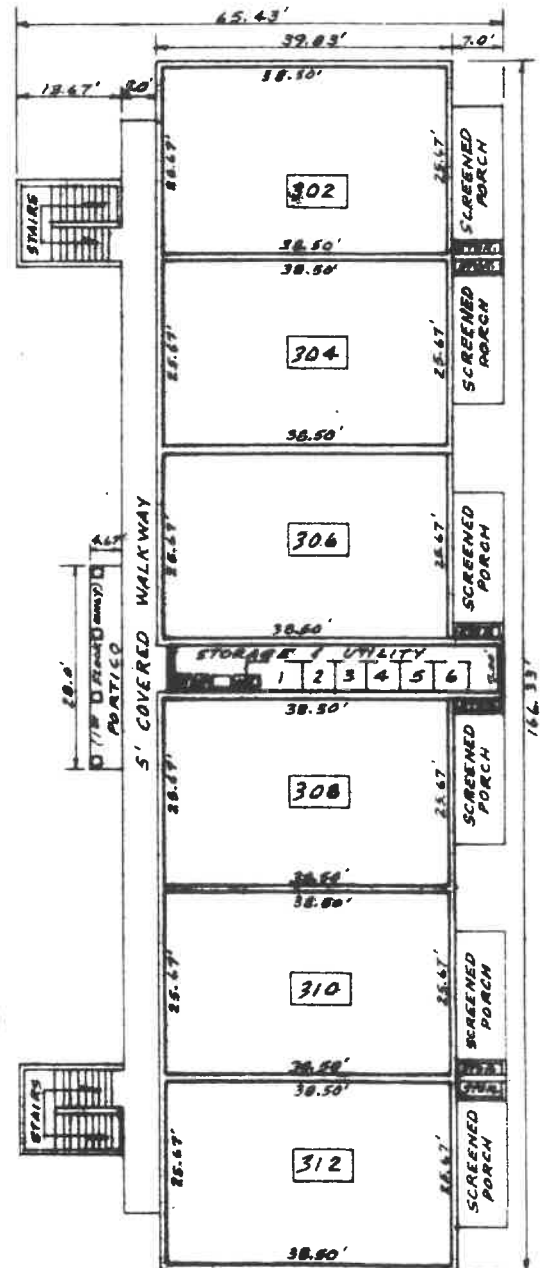
OFFICIAL RECORDS 2039 PAGE 864

BUILDING NO. 3
PROPOSED FLOOR PLAN
2ND FLOOR

SCALE: 1" = 20'

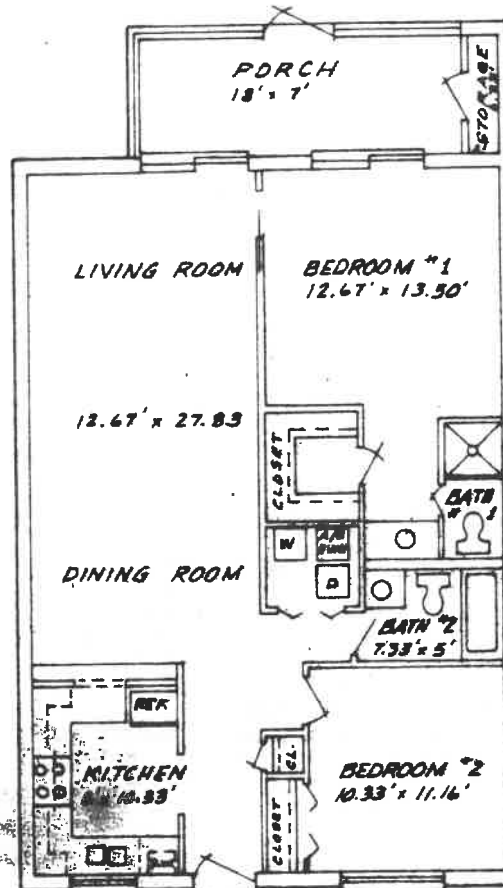
SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.94 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.94 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [701] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

BUILDING NO. 3



TYPICAL FLOOR PLAN
Scale: 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS FLOOR PLAN REFERS TO NOTE 10 ON SHEETS 4 & 5 IN EXHIBIT "A".
2. THIS FLOOR PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

Know All Men By These Presents.

That ATLANTIC RIVER PROPERTIES, INC. and BANANA RIVER PROPERTIES, INC.,

RECORDED 2039 840

both a corporation organized and existing under the laws of the State of Florida the holder of the mortgage executed by WONDER DEVELOPMENT CORPORATION to ATLANTIC RIVER PROPERTIES, INC. AND BANANA RIVER PROPERTIES, INC. dated 2/8/78 and recorded in Official Records Book 3881 Page 254 of the public records of Brevard County, Florida, in consideration of Ten and No/100-- hereby, on this 5 day of APRIL 19 79 releases from the lien of that mortgage the real property in that county described as:

Unit No. 109, in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of THE FOUR SEASONS, A CONDOMINIUM, as recorded in Official Records Book 2012 Pages 574 through 623, inclusive, Public Records of Brevard County, Florida.

without impairing the lien of that mortgage on the remaining part of the property described in that mortgage

(Corporate Seal)

ATLANTIC RIVER PROPERTIES, INC.

By: [Signature]
Its President

Signed, Sealed and Delivered in presence of:

Attest: _____

State of Florida

BANANA RIVER PROPERTIES, INC.

By: [Signature]

County of Brevard

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of Florida, duly qualified and acting, **Hereby Certify** that

~~xxxxxx~~ as President ~~xxxxxx~~ of Atlantic River ~~xxxxxx~~ Properties, Inc. and Banana River Properties, Inc., ~~xxxxxx~~ personally known, this day acknowledged before me that they executed the foregoing Partial Release of Mortgage as such officers of said corporation, and that they affixed thereto the official seal of said corporation; and **I Further Certify** that I know the said persons making said acknowledgments to be the individuals described in ~~and~~ who executed the said Partial Release of Mortgage.

In Witness Whereof, I hereunto set my hand and official seal at Cocoa Beach, Florida, this 5 day of APRIL, A. D. 19 79.

Notary Public, State of Florida
My Commission Expires _____

My Commission Expires _____

Notary Public

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS CONDOMINIUM, recorded in Official Records Book 2012, Page 574, of the Public Records of Brevard County, Florida, as amended in Official Records Book 2039, Page 849, of the Public Records of Brevard County, Florida, hereby amends and expands said Declaration above described and submits the following described real property:

PHASE NINE:

A parcel of land lying in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the North right of way line of ST. LUCIE LANE as said right of way line is described in Official Records Book 523, at Page 770 of the Public Records of Brevard County, Florida, extended Westerly and the West right of way line of BANANA RIVER BOULEVARD; thence run S 10° 31' 44" W. along the West right of way line of BANANA RIVER BOULEVARD for 170.00 feet; thence deflect to the right 90° and run Northwesterly 322.00 feet to the Point of Beginning of the following described parcel of land; thence deflect to the right 90° and run Northeasterly for 124.00 feet; thence deflect to the right 90° and run Southeasterly 13.00 feet; thence deflect to the left 90° and run Northeasterly 24.00 feet; thence deflect to the left 90° and run Northwesterly 47.00 feet; thence deflect to the right 90° and run Northeasterly 158.00 feet; thence deflect to the left 90° and run Northwesterly 36.00 feet; thence deflect to the left and run Southwesterly 158.00 feet; thence deflect to the right 90° and run Northwesterly for 203.17 feet to a point on the bulkhead line shown in Bulkhead Book Zero at Page 125A of the Public Records of Brevard County, Florida; thence run S 31° 05' 22" W along said Bulkhead line for 230.70; thence leaving said bulkhead line run S 79° 28' 16" E for 194.19 feet; thence deflect to the left 90° and run Northeasterly for 56.00 feet; thence deflect to the right 90° and run Southeasterly for 37.00 feet; thence deflect to the right 90° and run Southwesterly 76.00 feet; thence deflect to the left 90° and run Southeasterly 37.00 feet; thence deflect to the left 90° and run Northeasterly for 88.00 feet; thence deflect to the right 90° and run Southeasterly for 86.00 feet to the Point of Beginning, said parcel contains 1.528 acres, more or less.

PHASE TEN:

A parcel of land lying in Government Lots 2 and 3 in fraction Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the North right of way line of ST. LUCIE LANE as said right of way line is described in Official

Records Book 523 at Page 770 of the Public Records of Brevard County, Florida, extended Westerly and the West right of way line of BANANA RIVER BOULEVARD; thence run S 10°31'44" W along the West right of way line of BANANA RIVER BOULEVARD for 70.00 feet; thence run N. 79°28'16" W for 140.00 feet; thence run N 10°31'44" E for 24.00 feet; thence run N. 79°28'16" W for 169.00 feet; thence run N 10°31'44" E for 24.00 feet to the Point of Beginning of the following described parcel of land; thence continue N 10°01'20" E for 393.00 feet; thence run S. 79°28'16" E for 46.00 feet; thence run N 10°31'44" E for 34.00 feet; thence run N. 79°28'16" W for 126.33 feet to a point on the bulkhead line shown in Bulkhead Book Zero at Page 125A, of the Public Records of Brevard County, Florida; thence run S 59°48'39" W along said bulkhead line for 89.02 feet; thence run S 31°05'22" W for 394.01 feet; thence run S. 79°28'16" E for 203.17 feet; thence run N. 10°31'44" E for 158.00 feet; thence run S 79°28'16" E for 36.00 feet; thence run S 10°31'44" W for 158.00 feet; thence run S 79°28'16" E for 47.00 feet to the Point of Beginning, said parcel contains 1.895 acres, more or less,

together with improvements thereon, containing two (2) apartment buildings having a total of sixty (60) apartments, and other appurtenant improvements more specifically described on Exhibits "G" and "H" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2012, Page 574, Public Records of Brevard County, Florida, as amended in Official Records Book 2039, Page 849, Public Records of Brevard County, Florida.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2 and 3 in their entirety, and further amends Article II of the Declaration of Condominium as follows:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A" consisting of six (6) pages, Exhibit "B" consisting of eight (8) pages, Exhibit "E" consisting of six (6) pages, Exhibit "F"

consisting of six (6) pages, Exhibit "G" consisting of ten (10) pages and Exhibit "H" consisting of ten (10) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

Allen Engineering, Inc.
By: John R. Campbell
Professional Land Surveyor, No. 2351
State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are shown on Sheets 4 and 5 of Exhibit "A", Sheets 4 and 5 of Exhibit "E", Sheets 4 and 5 of Exhibit "F", Sheets 4 through 8 of Exhibit "G" and Sheets 4 through 8 of Exhibit "H".

It is anticipated that the condominium project will be expanded by the addition of four (4) two-story buildings containing a total of forty-eight (48) apartments and one (1) five-story building containing a total of thirty (30) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property.

Phase Four shall consist of Building 4, which is described in detail in the surveys, graphic description and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Four is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Five shall consist of Building 5, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Six shall consist of Building 6, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Six is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Seven shall consist of Building 7, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Seven is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Eight shall consist of Building 8, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Eight is located is more particularly described on Sheet 7 of Exhibit "B".

All of the units in Phases Four through Seven are two-bedroom two-bath apartments. The building in Phase Eight contains five (5) three-bedroom, two-bath units, and twenty-five (25) two-bedroom, two-bath units.

Each unit owner will own an undivided one-ninety-sixth (1/96th) share in the common elements. When Phase Four is added, each unit owner will own an undivided one-one hundred eighth (1/108th) share in the common elements. When Phase Five is added, each unit owner will own an undivided one-one hundred twentieth (1/120th) share in the common elements. When Phase Six is added, each unit owner will own an undivided one-one hundred thirty-second (1/132nd) share in the common elements. When Phase Seven is added, each unit owner will own an undivided one-one hundred forty-fourth (1/144th) share in the common elements. When Phase Eight is added, each unit owner will own an undivided one-one hundred seventy-fourth (1/174th) share in the common elements.

The recreational areas and facilities to be owned as common elements by all unit owners are contained in Phases Three and Seven and are described in Exhibit "B" and Exhibit "F" attached hereto.

Initially, there shall be a total of ninety-six (96) votes to be cast by the owners of the condominium units. When Phase Four is added, there shall be a total of one hundred eight (108) votes to be cast by the owners of the condominium. When Phase Five is added, there shall be a total of one hundred twenty (120) votes to be cast by the owners of the condominium. When Phase Six is added, there shall be a total of one hundred thirty two (132) votes to be cast by the owners of the condominium. When Phase Seven is added, there shall be a total of one hundred forty-four (144) votes to be cast by the owners of the condominium. When Phase Eight is added, there shall be a total of one hundred seventy-four (174) votes to be cast by the owners of the condominium.

The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If any phase is not added as a part of the condominium the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph.

Each of the unit owners shall have a non-exclusive easement to the recreational facilities in Phase Seven with the occupants of Phases Four through Eight until such time as Phase Seven is added to the condominium property. The occupants of Phases Four through Eight shall have a non-exclusive easement to the recreational facilities in Phase Three until those phases are added to the condominium property. In the event Phases Four through Eight, or any phase contained therein, are not added, all unit owners shall continue to have a non-exclusive easement with the occupants of any proposed phase that is not added until such time as the recreational facilities in Phase Seven are added to the condominium property. Upon the recreational facilities in Phase Seven being added, the occupants of a phase that has not been added shall continue to have a non-exclusive easement with all the unit owners. The Developer or the Association after turnover, shall charge the occupants of any phase that has not been added a reasonable fee for the use of the recreational facilities in Phases Three and Seven to defray the expense of

maintenance and upkeep of said facilities until such time as that phase is added. The failure of an occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The occupants of any phase that has not been added to the condominium property shall have a non-exclusive easement to the walks, terraces, paved driveways and other common property from and to the river and the public highway bounding the condominium complex with all of the unit owners.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phases One, Two, Three, Nine and Ten. It is anticipated that all units will be completed by July, 1980.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/36 and substituting 1/96 therefor throughout Article III.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article IV, Paragraph Two, of the Declaration of Condominium by deleting the last sentence and substituting therefor:

"In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "E" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "F" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and thirty (30) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "G" attached hereto; forty (40) parking spaces numbered one (1) through forty (40) inclusive, and thirty (30) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "H" attached hereto, which the Developer reserves the right to designate for the exclusive use of the individual unit owners, which said parking spaces and garages are hereby made limited common elements."

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration of Condominium by deleting thirty-six (36) from paragraph two and substituting ninety-six (96) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VII of the Declaration of Condominium by deleting 1/36 from paragraph one and substituting 1/96 therefor and by deleting twenty-seven (27) from paragraph three and substituting seventy-two (72) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VIII of the Declaration of Condominium by deleting twenty-seven (27) from paragraph (F) and substituting seventy-two (72) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting Paragraph Four and substituting therefor:

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

Each unit owner shall be entitled to a distributive share of 1/96.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 29th day of October, 1979.

Signes, sealed and delivered in the presence of:

WONDER DEVELOPMENT CORPORATION

By R. Steve Gray

John J. Kelly Jr.
Paul F. Scott

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, known to me, and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him 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 the 29th day of October, 1979.

Mary Alice East
Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 15, 1982
Bonded By American Fire & Casualty Company.

OFF. REC.

2202

PAGE

0836

73

SURVEYOR'S CERTIFICATE

FOR

THE FOUR SEASONS CONDOMINIUM

PHASE NINE

STATE OF FLORIDA

COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "G" ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "G" TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS CONDOMINIUM, PHASE NINE IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 15th DAY OF January, 1979.

ALLEN ENGINEERING, INC.

BY

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS
15th DAY OF January, 1979.

Gloria J. McLeary

Notary Public, STATE OF FLORIDA AT LARGE
My commission expires: August 23, 1981.

OFF. REC.
2202

PAGE
0837

PHASE NINE

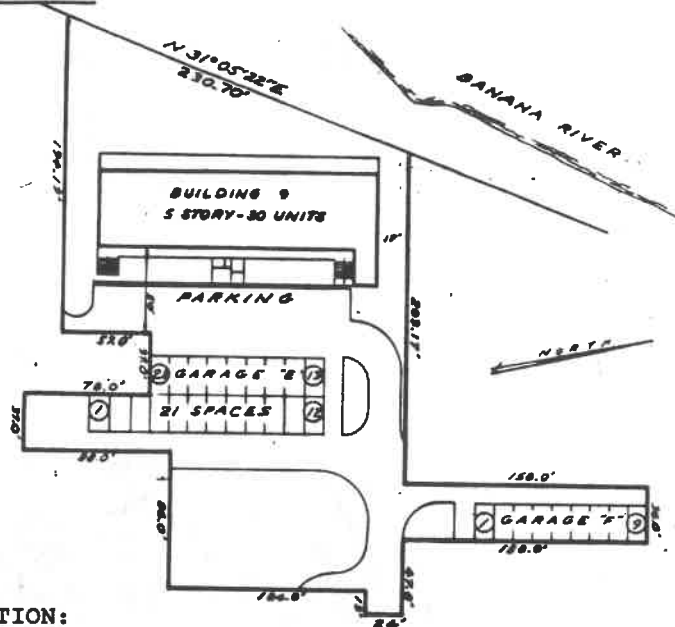
[illegible]

1. There exists a non-exclusive easement over and across the paved driveways shown within Phases One thru Ten for ingress and egress purposes for the owners within this development.
2. See sheet 2 in Exhibit "B" for the Surveyor's Notes concerning the Graphic plot plan of Phase Nine, Planned Improvements.

0838 SHEET 2 OF 10

THE FOUR SEASONS CONDOMINIUM

Phase Nine



LEGAL DESCRIPTION:

Phase Nine

A parcel of land lying in fractional Section 34, Township 24 South, Rang 37 East, Brevard County, Florida, more particularly described as follows

Commence at the intersection of the North right of way line of ST. LUCIE LANE as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida extended Westerly and the West right of way line of BANANA RIVER BOULEVARD; Then run S10°31'44\"W along the West right of way line of BANANA RIVER BOULEVARD for 170.00 feet; thence deflect to the right 90° and run Northwesterly 322.00 feet to the Point of Beginning of the following described parcel o land; thence deflect to the right 90° and run Northeasterly for 124.00 feet; thence deflect to the right 90° and run Southeasterly 13.00 feet; thence deflect to the left 90° and run Northeasterly 24.00 feet; thence deflect to the left 90° and run Northwesterly 47.00 feet; thence deflec to the right 90° and run Northeasterly 158.00 feet; thence deflect to th left 90° and run Northwesterly 36.00 feet; thence deflect to the left and run Southwesterly 158.00 feet; thence deflect to the right 90° and run Northwesterly for 203.17 feet to a point on the bulkhead line shown in Bulkhead Book zero at Page 125A of the Public Records of Brevard Coun Florida; thence run S31°05'22\"W along said Bulkhead line for 230.70; thence leaving said bulkhead line run S79°28'16\"E for 194.19 feet; thenc deflect to the left 90° and run Northeasterly for 56.00 feet; thence deflect to the right 90° and run Southeasterly for 37.00 feet; thence deflect to the right 90° and run Southwesterly 76.00 feet; thence deflec to the left 90° and run Southeasterly 37.00 feet; thence deflect to the left 90° and run Northeasterly for 88.00 feet thence deflect to the right 90° and run Southeasterly for 86.00 feet to the Point of Beginning said parcel contains 1.528 acres more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached SKETCH OF SURVEY of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction.

John R. Campbell
Professional Land Surveyor
No. 2351 STATE OF FLORIDA

January 15, 1979
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "G"

OFF. REC.

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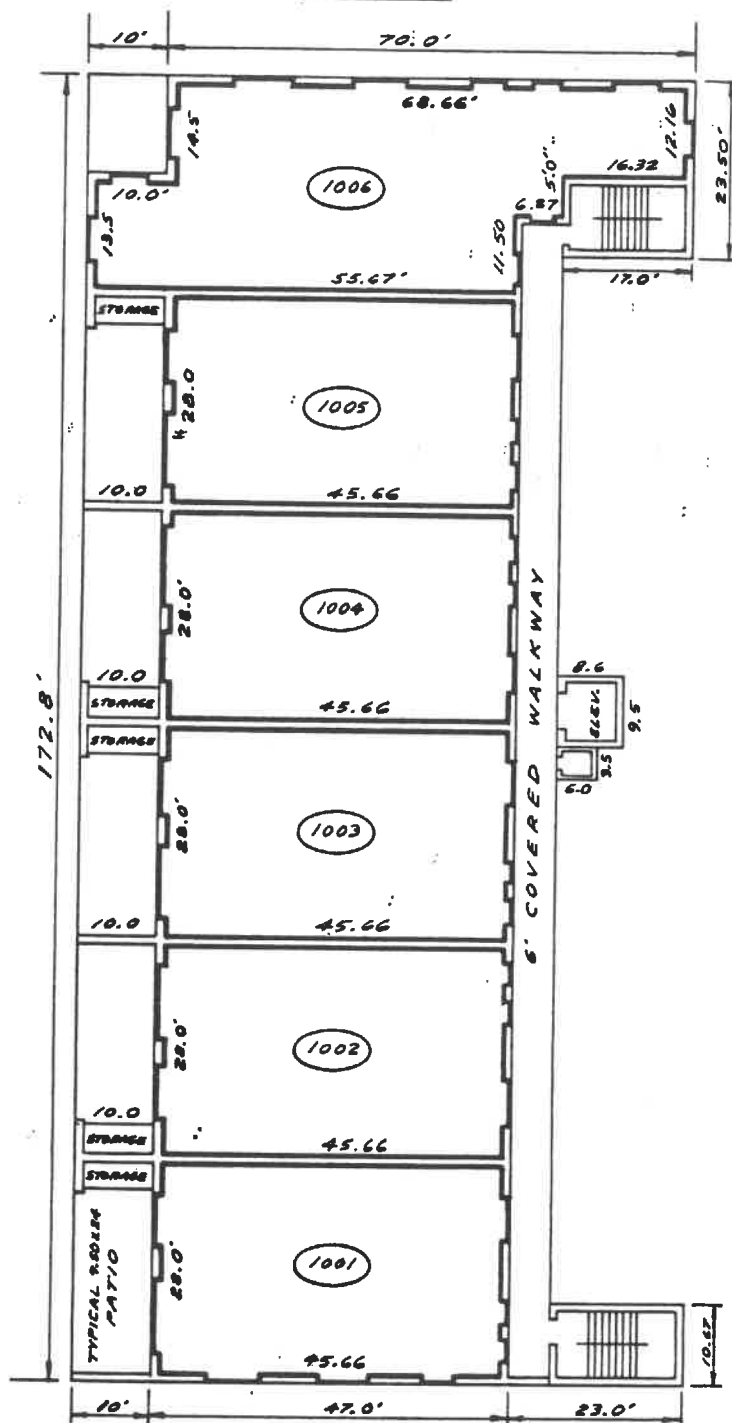
2202

0839

SHEET 3 OF 1

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Phase Nine



Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The *FIRST* Floor finished floor elevation is 7.41 feet.
3. The *FIRST* Floor finished ceiling elevation is 15.41 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (1001) Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

January 15, 1979
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

OFF. REC.

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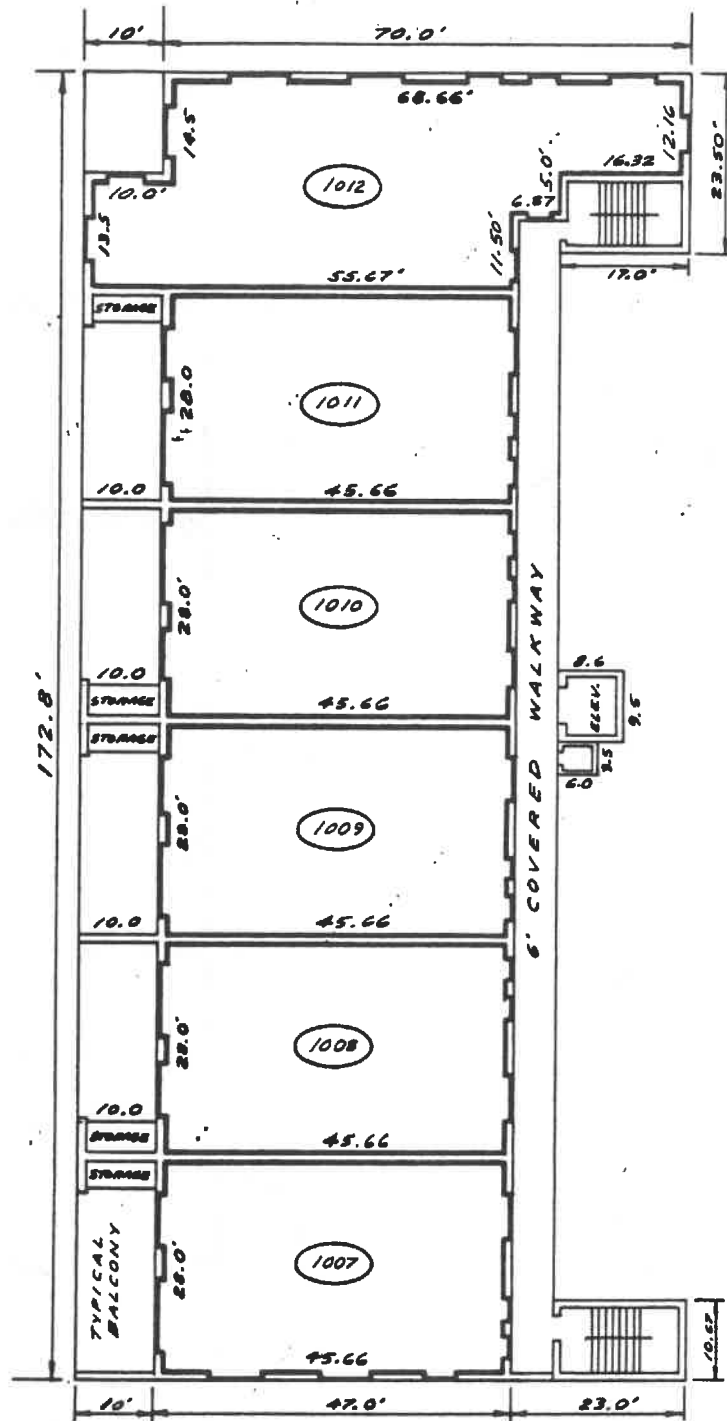
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SHEET 4 OF 10

THE FOUR SEASONS CONDOMINIUM

Phase Nine

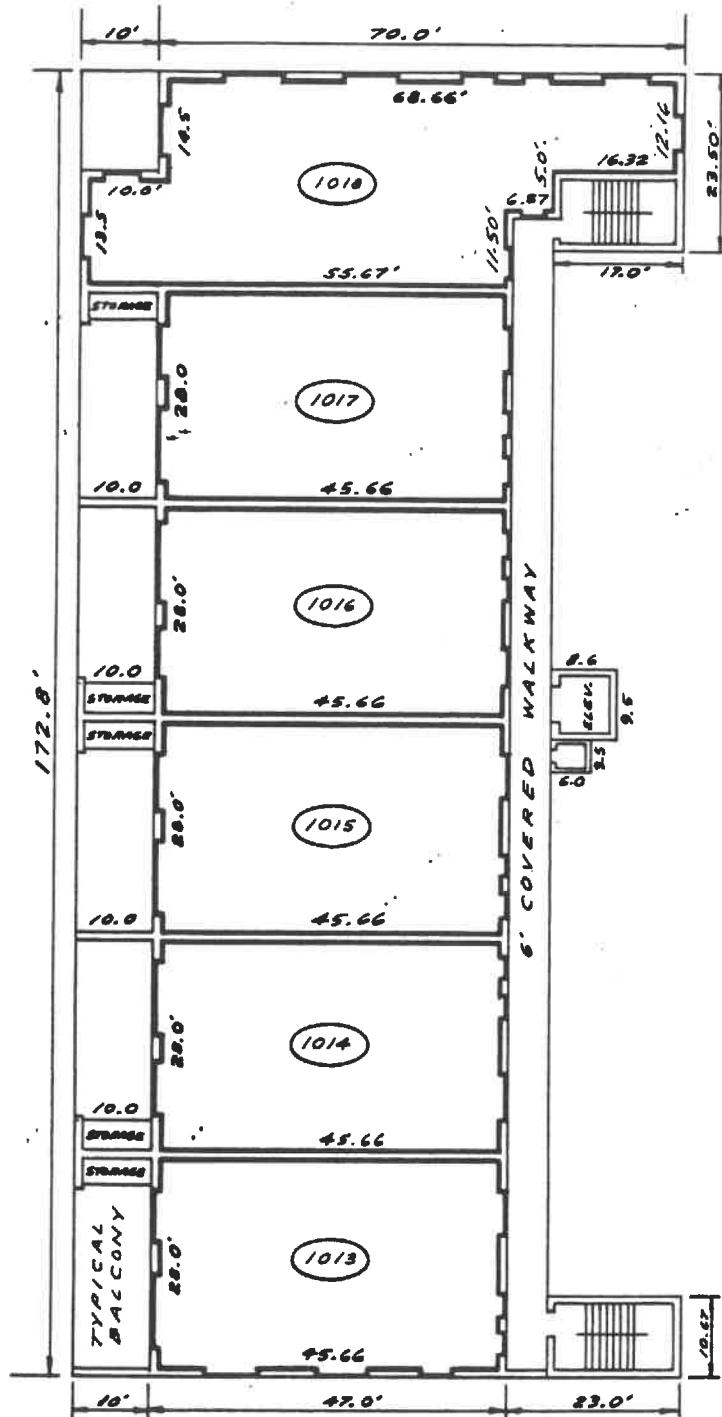


Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The SECOND Floor finished floor elevation is 15.91 feet.
3. The SECOND Floor finished ceiling elevation is 23.91 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (1007) Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

THE FOUR SEASONS CONDOMINIUM

Phase Nine



Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The *THIRD* Floor finished floor elevation is 24.41 feet.
3. The *THIRD* Floor finished ceiling elevation is 32.41 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (1013) Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

January 15, 1979
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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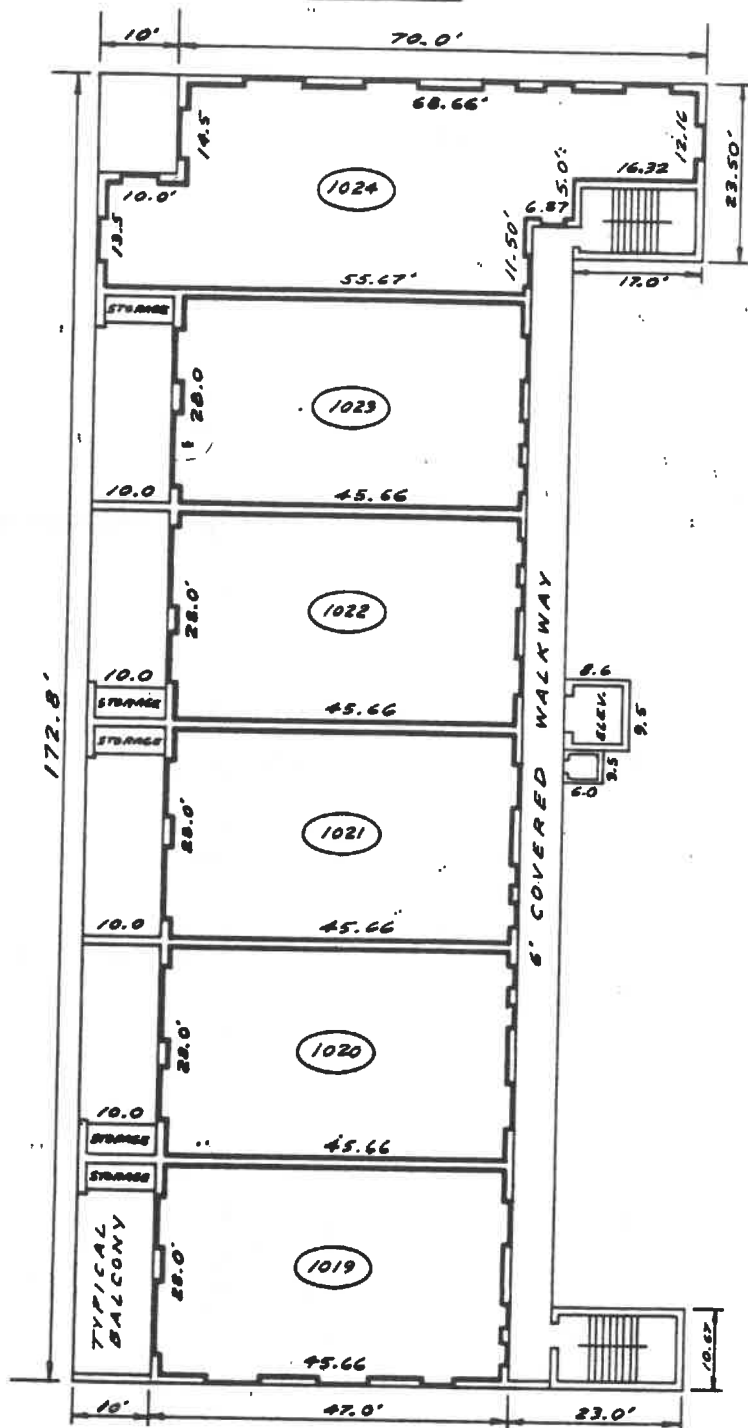
2202 EXHIBIT "G"

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0842

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SHEET 6 OF 10

THE FOUR SEASONS CONDOMINIUM
Phase Nine



Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The *FOURTH* Floor finished floor elevation is 32.91 feet.
3. The *FOURTH* Floor finished ceiling elevation is 40.91 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. 1019 Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

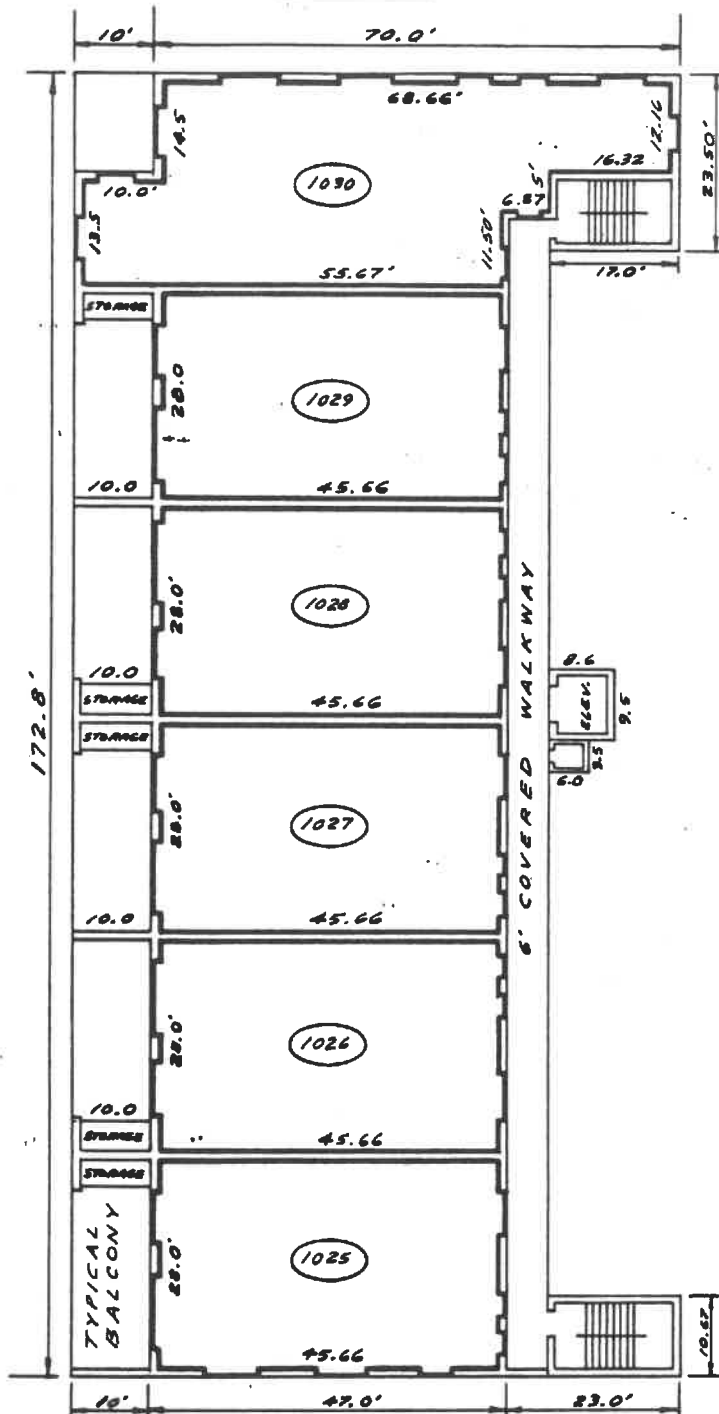
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ALLEN ENGINEERING, INC.
COCA BEACH, FLORIDA

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SHEET 7 OF 1

THE FOUR SEASONS CONDOMINIUM.

Phase Nine



Building No. 9
Proposed Floor Plan

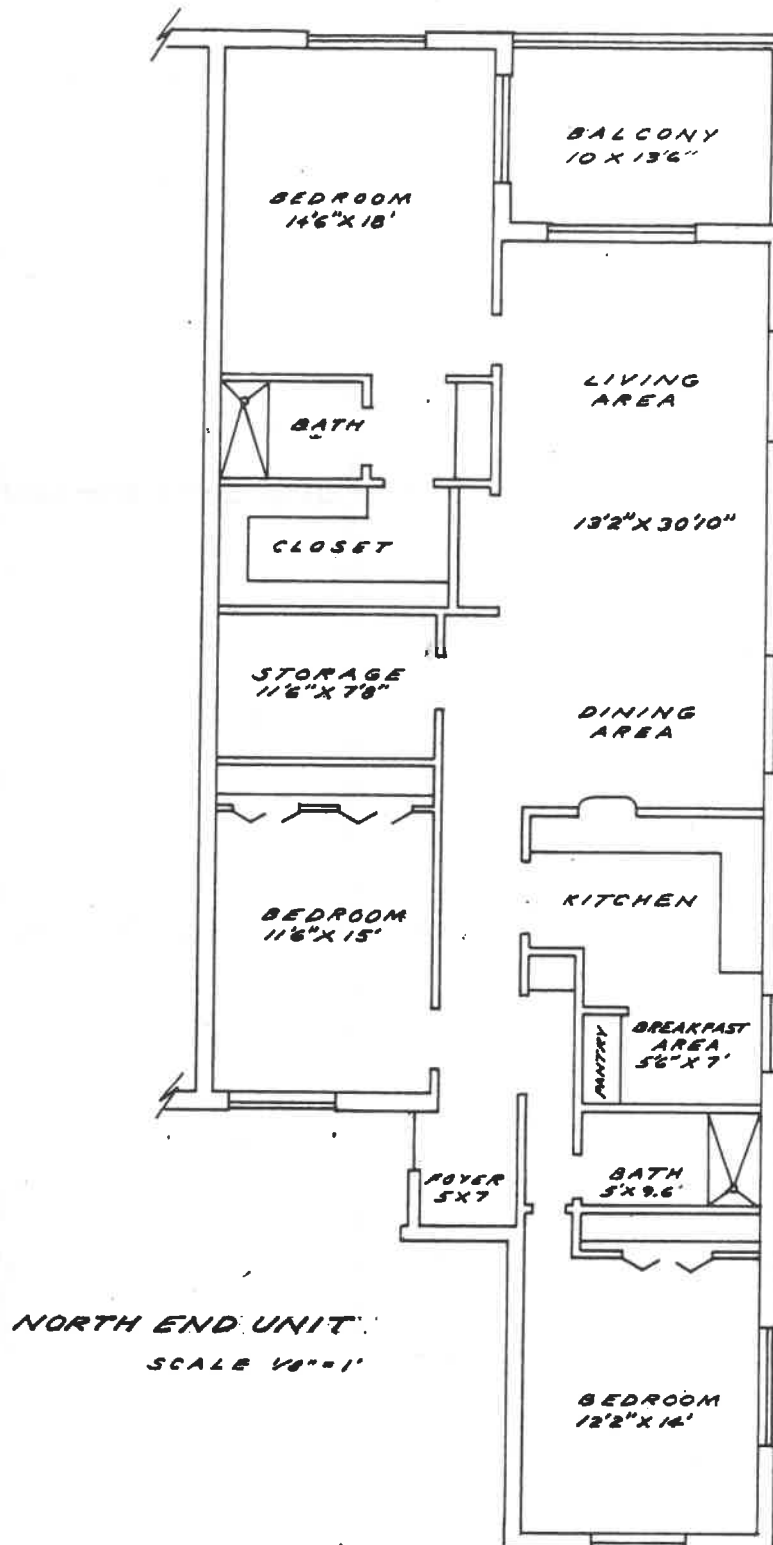
1. All walls are 8" walls.
2. The *FIFTH* Floor finished floor elevation is 41.41 feet.
3. The *FIFTH* Floor finished ceiling elevation is 49.41 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8.  Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

January 15, 1979
ALLEN ENGINEERING, OFF. REC.
COCOA BEACH, FLORIDA

EXHIBIT "C" PAGE

SHEET 8 OF 10

THE FOUR SEASONS CONDOMINIUM
PHASE NINE

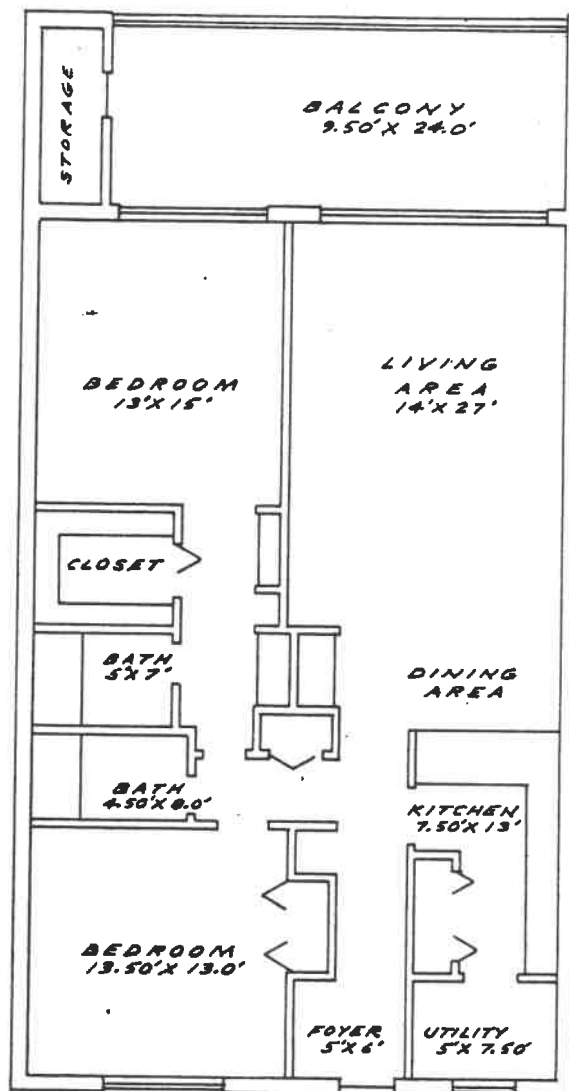


SURVEYOR'S NOTES:

1. This floor plan was derived from architectural plans.

THE FOUR SEASONS CONDOMINIUM

PHASE NINE



TYPICAL FLOOR PLAN
SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. This floor plan was derived from architectural plans.
2. This plan is typical of all units in Building Nine except those on the North end.
3. Some units are reverse or mirror image of the plan shown.

SURVEYOR'S CERTIFICATE
FOR
THE FOUR SEASONS CONDOMINIUM
PHASE TEN

STATE OF FLORIDA
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "H", ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "H" TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS CONDOMINIUM, PHASE TEN IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 2nd DAY OF August, 1978.

ALLEN ENGINEERING, INC.

BY: 

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 2nd
DAY OF August, 1978.

Glenn J. McLeary
Notary Public, STATE OF FLORIDA AT LARGE
My commission expires: August 23, 1981.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "H."

SHEET 1 OF 10

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FOUR SEASONS CONDOMINIUM

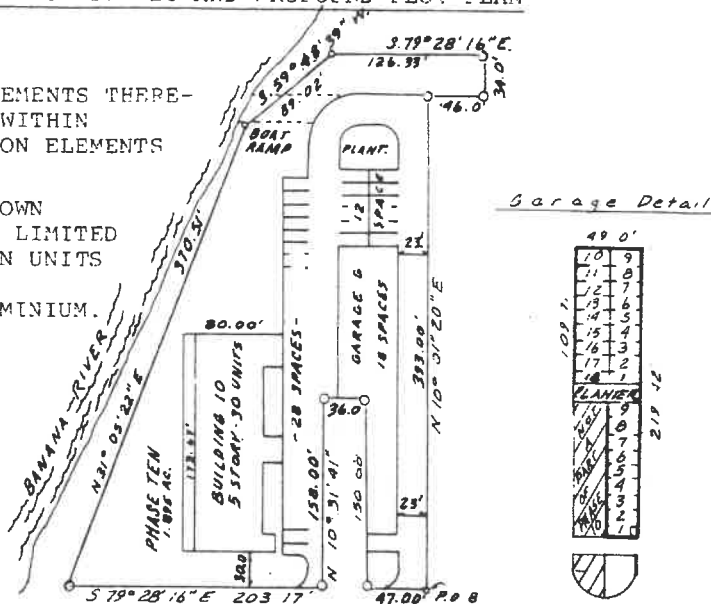
PHASE TEN

SKETCH OF SURVEY AND PROPOSED PLOT PLAN

SURVEYOR'S NOTES:

1. ALL AREAS AND IMPROVEMENTS THEREON EXCEPT THE UNITS WITHIN BUILDING 10 ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THE GARAGE SPACES SHOWN ARE COMMON ELEMENTS, LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.

AN



SEE SHEET 3 FOR LOCATION OF THIS PHASE WITHIN THE DEVELOPMENT.

LEGAL DESCRIPTION OF PHASE TEN:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S $10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 70.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 140.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 24.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 169.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 24.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE N $10^{\circ}01'20''$ E FOR 393.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 46.00 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 34.00 FEET; THENCE RUN N $79^{\circ}28'16''$ W FOR 126.33 FEET TO A POINT ON THE BULKHEAD LINE SHOWN IN BULKHEAD BOOK ZERO AT PAGE 125A OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN S $59^{\circ}48'39''$ W ALONG SAID BULKHEAD LINE FOR 89.02 FEET; THENCE RUN S $31^{\circ}05'22''$ W FOR 394.01 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 203.17 FEET; THENCE RUN N $10^{\circ}31'44''$ E FOR 158.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 36.00 FEET; THENCE RUN S $10^{\circ}31'44''$ W FOR 158.00 FEET; THENCE RUN S $79^{\circ}28'16''$ E FOR 47.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 1.895 ACRES MORE OR LESS.

SURVEYORS NOTE: ALL IMPROVEMENTS SHOWN ARE PROPOSED.

SEE SHEET 3 FOR LOCATION OF THIS PHASE WITHIN THE DEVELOPMENT.

CERTIFICATION: I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY OF THE ABOVE DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION. AND THAT THE SURVEY MEETS THE MINIMUM REQUIREMENTS OF THE FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.

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

August 2, 1978

ALLEN ENGINEERING, INC.
COCA BEACH, FLORIDA

OFF. REC.

EXHIBIT "H"

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SHEET 2 OF 10

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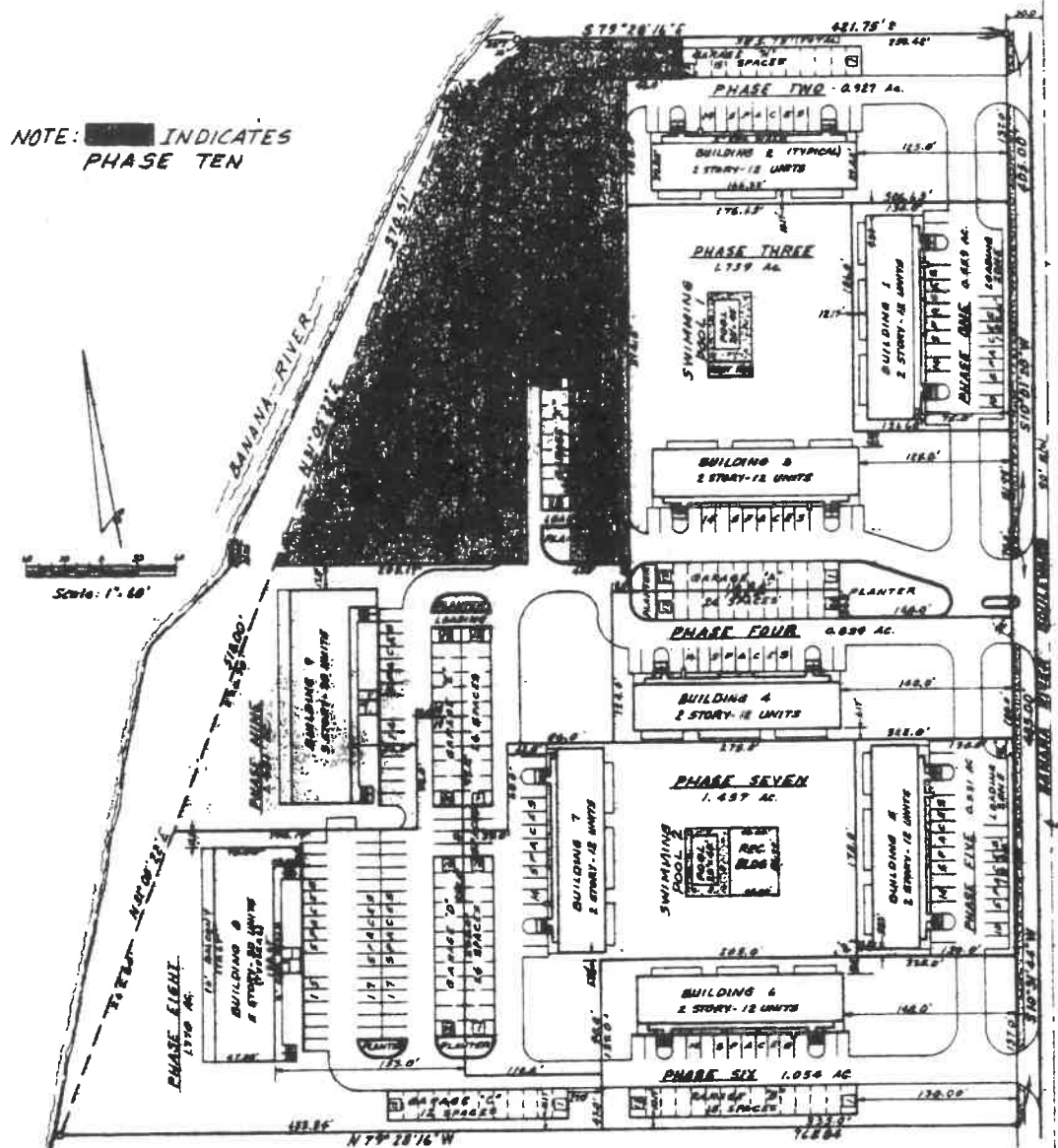
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FOUR SEASONS CONDOMINIUM

PHASE TEN

GRAPHIC PLOT PLAN OF PHASE TEN PLANNED IMPROVEMENTS



SURVEYOR'S NOTES:

1. THERE EXISTS A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVEWAYS SHOWN WITHIN PHASES ONE THROUGH TEN FOR INGRESS AND EGRESS PURPOSES FOR THE OWNERS WITHIN THIS DEVELOPMENT.
2. SEE SHEET 2 IN EXHIBIT "B" FOR THE SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN OF PHASE TEN PLANNED IMPROVEMENTS.

PROPOSED FLOOR PLAN

SCALE 1" = 20'

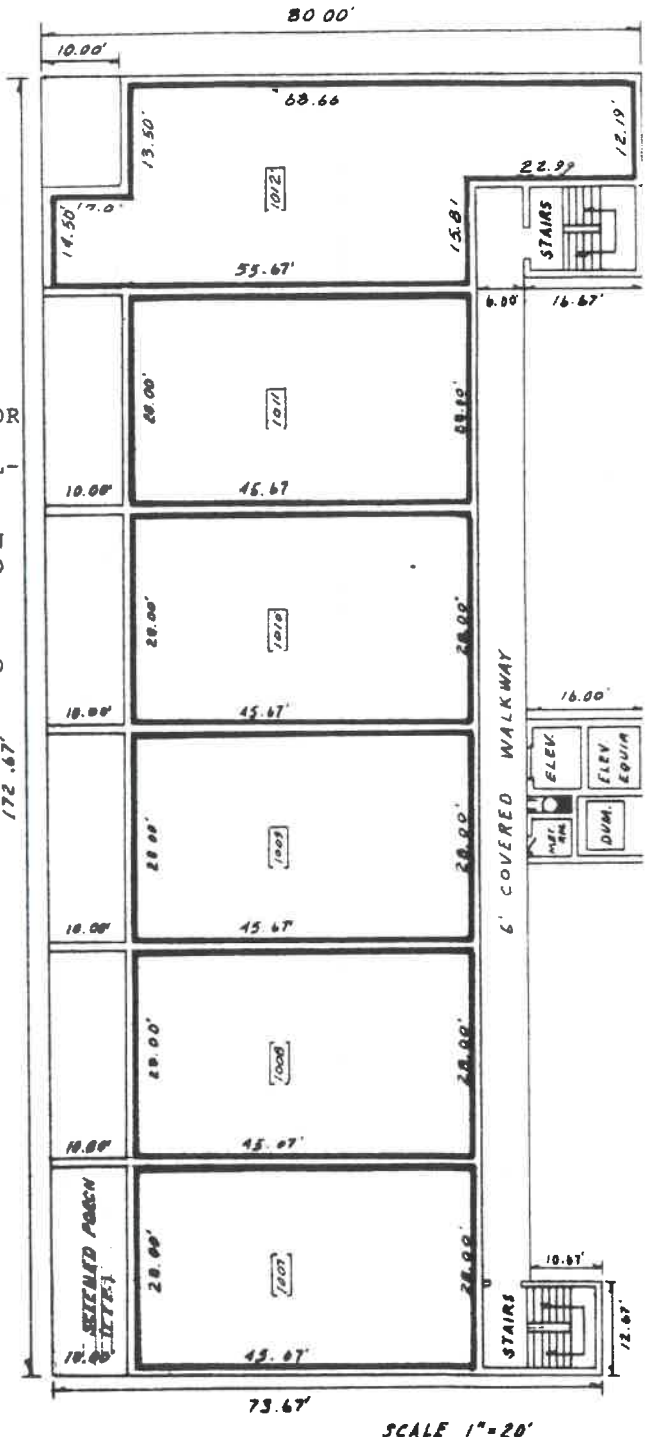
87

THE FOUR SEASONS CONDOMINIUM
PHASE TEN

BUILDING NO. 10
PROPOSED FLOOR PLAN

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.83 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.83 FEET.
4. THE SCREENED PORCHES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V.D. OF 1929.
8. [1002] INDICATES UNIT NUMBERS.
9. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



August 2, 1978
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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PROPOSED FLOOR PLAN

SCALE 1"=20'

SHEET 6 OF 10

BUILDING NO. 10

PROPOSED FLOOR PLAN

Site plan of a 6-unit residential building. The building is oriented vertically with a total width of 73.67' and a total depth of 172.67'. The plan includes a central '6 COVERED WALKWAY' and two sets of stairs. The units are arranged as follows:

- Unit 1024:** Located at the top right, measuring 13.50' by 68.66'. It includes a porch area of 10.00' and a small side area of 15.81'.
- Unit 1023:** Located below Unit 1024, measuring 28.00' by 45.67'. It includes a porch area of 10.00'.
- Unit 1022:** Located below Unit 1023, measuring 28.00' by 45.67'. It includes a porch area of 10.00'.
- Unit 1021:** Located below Unit 1022, measuring 28.00' by 45.67'. It includes a porch area of 10.00'.
- Unit 1020:** Located below Unit 1021, measuring 28.00' by 45.67'. It includes a porch area of 10.00'.
- Unit 1019:** Located at the bottom, measuring 28.00' by 45.67'. It includes a porch area of 10.00'.

Additional features include a 'SCREENED PORCH' at the bottom left, a 'STAIRS' area at the bottom right, and a 'STAIRS' area at the top right. The plan also shows various utility areas labeled 'ELEV', 'ELEV EQUIP', 'DUM', and 'MEL RM'. Dimensions are provided for all major sections and individual units.

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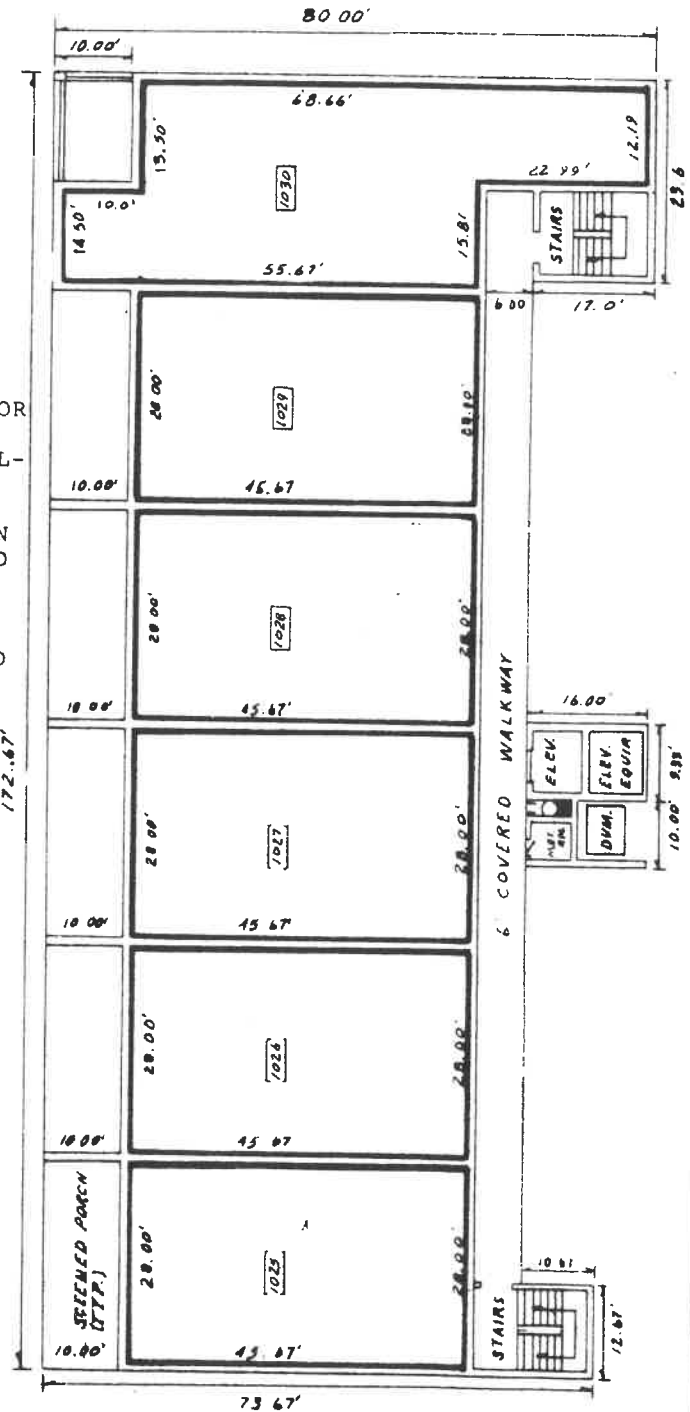
THE FOUR SEASONS CONDOMINIUM
PHASE TEN

BUILDING NO. 10

PROPOSED FLOOR PLAN

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 5TH FLOOR FINISHED FLOOR ELEVATION IS 41.33 FEET.
3. THE 5TH FLOOR FINISHED CEILING ELEVATION IS 49.33 FEET.
4. THE SCREENED PORCHES ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V.D. OF 1929.
8. [1025] INDICATES UNIT NUMBERS.
9. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



August 2, 1978

ALLEN ENGINEERING, INC.
COCA BEACH, FLORIDA

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EXHIBIT "H"

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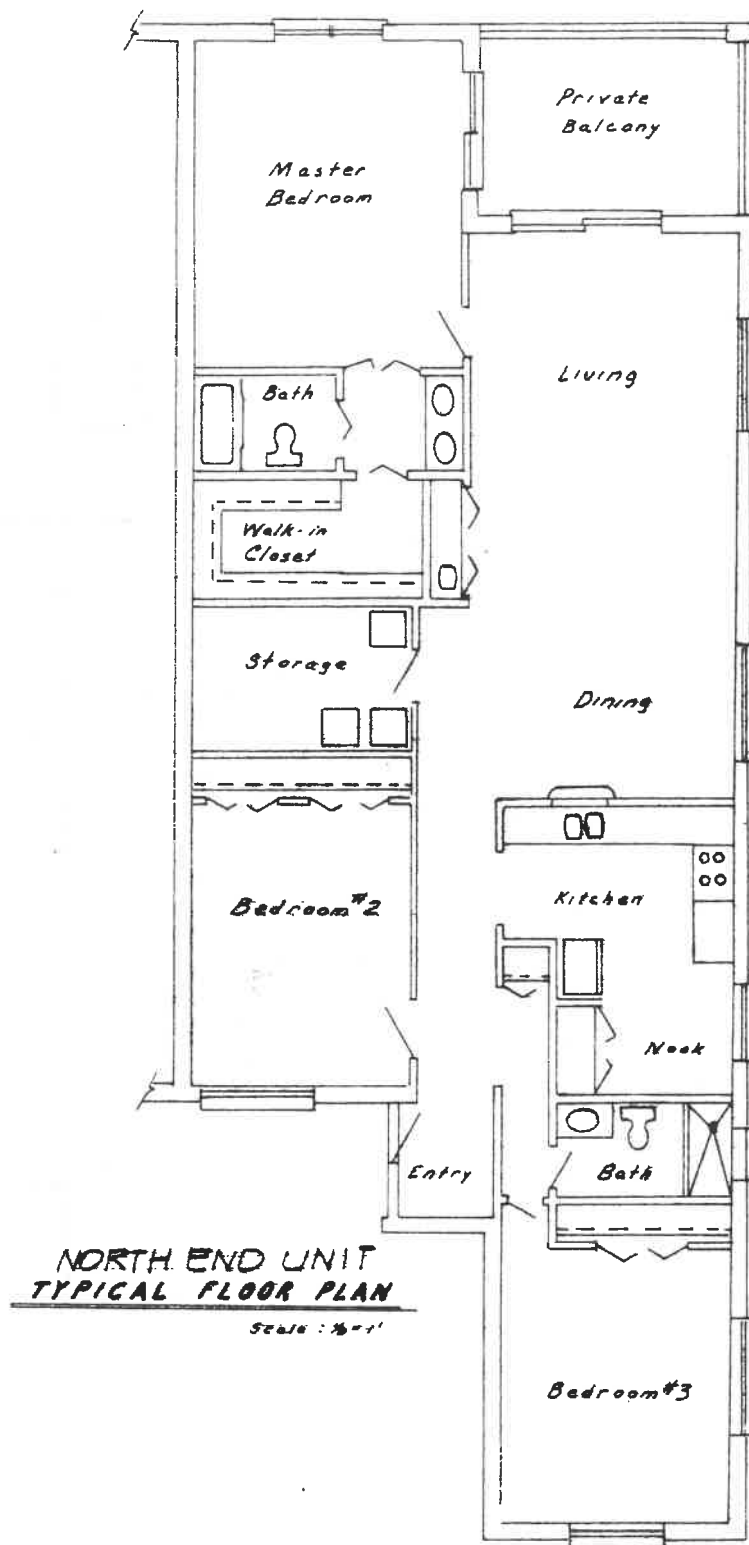
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SHEET 8 OF 10

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THE FOUR SEASONS CONDOMINIUM

PHASE TEN



SURVEYOR'S NOTES:

THIS FLOOR PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

August 2, 1978

ALLEN ENGINEERING, INC.

COCOA BEACH, FLORIDA

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EXHIBIT "H"

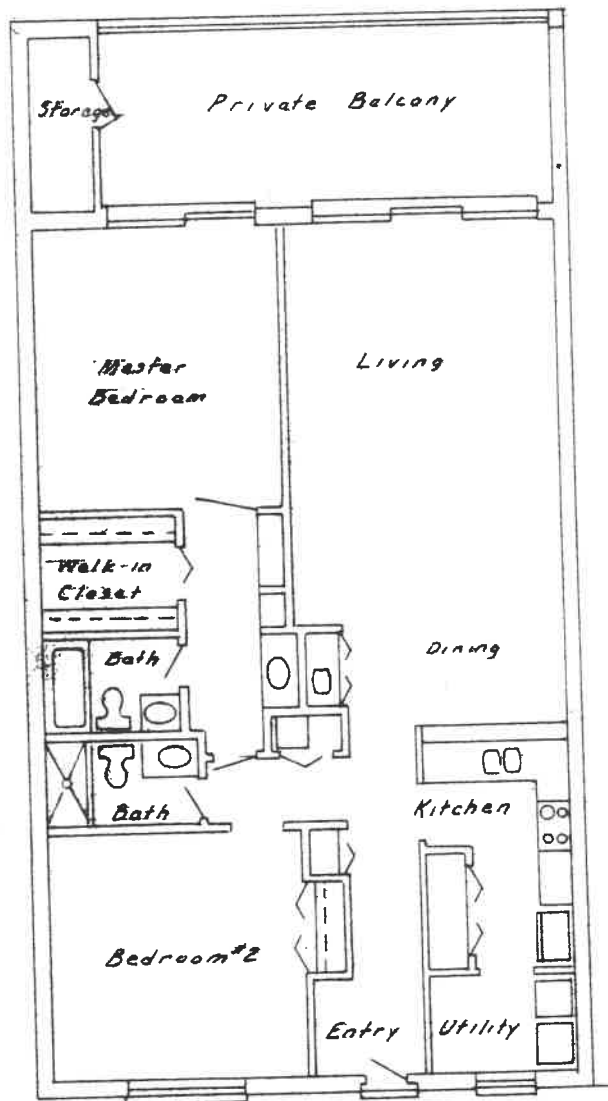
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SHEET 9 OF 10

THE FOUR SEASONS CONDOMINIUM

PHASE TEN



TYPICAL FLOOR PLAN

Scale: 1/8"=1'

SURVEYOR'S NOTES:

THIS UNIT PLAN IS TYPICAL OF ALL UNITS EXCEPT
THE NORTH END UNITS.
THIS FLOOR PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

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August 2, 1978
ALLEN ENGINEERING, INC. 2902

EXHIBIT "H" 0056

SHEET 10 OF 10

Placed return to:
C. R. Scott
Box 757
Cocoa Beach, Florida 32931

AMENDMENT TO DECLARATION OF CONDOMINIUM

Ph. 4

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, Page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, and as further amended in Official Records Book 2220, Page 0026, Public Records of Brevard County, Florida, hereby amends and expands said Declaration above described and submits the following described real property:

PHASE FOUR:

A parcel of land lying in Government Lots 2 and 3 in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the North right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523, at Page 770, of the Public Records of Brevard County, Florida, extended Westerly and the West right of way line of Banana River Boulevard; thence run S 10°31'44" W along the West right of way of Banana River Boulevard for 70.00 feet to the Point of Beginning of the following described parcel of land: Thence continue S 10°31'44" W for 100.00 feet; thence run N 79°28'16" W for 322.00 feet; thence run N 10°31'44" E for 124.00 feet; thence run S 79°28'16" E for 182.00 feet; thence run S 10°31'44" W for 24.00 feet; thence run S 79°28'16" E for 140.00 feet to the Point of Beginning, said parcel contains 0.839 acres, more or less.

together with improvements thereon, containing one (1) apartment building having a total of twelve (12) apartments, and other appurtenant improvements more specifically described on Exhibit "I" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above described in include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2012, Page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, and as further amended in Official Records Book 2220, Page 0026, Public Records of Brevard County, Florida.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2 and 3 in their entirety and further amends Article II of the Declaration of Condominium as follows:

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B" consisting of eight (8) pages, Exhibit "E" consisting of six (6) pages, Exhibit "F" consisting of six (6) pages, Exhibit "G" consisting of ten (10) pages, Exhibit "H" consisting of ten (10) pages and Exhibit "I" consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

ALLEN ENGINEERING, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 4 and 5, of Exhibit "A", Sheets 4 and 5 of Exhibit "E", Sheets 4 and 5 of Exhibit "F", Sheets 4 through 8 of Exhibit "G", Sheets 4 through 8 of Exhibit "H" and Sheets 4 and 5 of Exhibit "I" attached to this Declaration of Condominium.

It is anticipated that the condominium project will be expanded by the addition of three (3) two-story buildings containing a total of thirty-six (36) apartments and one (1) five-story building containing a total of thirty (30) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property.

Phase Five shall consist of Building 5, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Six shall consist of Building 6, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Six is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Seven shall consist of Building 7, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Seven is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Eight shall consist of Building 8, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Eight is located is more particularly described on Sheet 7 of Exhibit "B".

All of the units in Phases Five through Seven are two-bedroom, two-bath apartments. The building in Phase Eight contains five (5) three-bedroom, two-bath units, and twenty-five (25) two-bedroom, two-bath units.

Each unit owner will own an undivided one-one hundred eighth (1/108) share in the common elements. When Phase Five is added, each unit owner will own an undivided one-one hundred twentieth (1/120) share in the common elements. When Phase Six is added, each unit owner will own an undivided one-one hundred thirty-second (1/132) share in the common elements. When Phase Seven is added, each unit owner will own an undivided one-one hundred forty-fourth (1/144) share in the common elements. When Phase Eight is added, each unit owner will own an undivided one-one hundred seventy-fourth (1/174) share in the common elements.

The recreational areas and facilities to be owned as common elements by all unit owners are contained in Phases Three and Seven and are described in Exhibit "B" and Exhibit "F" attached hereto.

Initially, there shall be a total of one hundred eight (108) votes to be cast by the owners of the condominium units. When Phase Five is added, there shall be a total of one hundred twenty (120) votes to be cast. When Phase Six is added, there shall be a total of one hundred thirty-two (132) votes to be cast. When Phase Seven is added, there shall be a total of one hundred forty-four (144) votes to be cast. When Phase Eight is added, there shall be a total of one hundred seventy-four (174) votes to be cast.

The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration. If any phase is not added as a part of the

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condominium the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph.

Each of the unit owners shall have a non-exclusive easement to the recreational facilities in Phase Seven with the occupants of Phases Five through Eight until such time as Phase Seven is added to the condominium property. The occupants of Phases Five through Eight shall have a non-exclusive easement to the recreational facilities in Phase Three until those phases are added to the condominium property. In the event Phases Five through Eight, or any phase contained therein, are not added, all unit owners shall continue to have a non-exclusive easement with the occupants any proposed phase that is not added until such time as the recreational facilities in Phase Seven are added to the condominium property. Upon the recreational facilities in Phase Seven being added, the occupants of a phase that has not been added shall continue to have a non-exclusive easement with all the unit owners. The Developer or the Association after turnover, shall charge the occupants of any phase that has not been added, a reasonable fee for the use of the recreational facilities in Phases Three and Seven to defray the expense of maintenance and upkeep of said facilities until such time as that phase is added. The failure of an occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The occupants of any phase that has not been added to the condominium property shall have a non-exclusive easement to the walks, terraces, paved driveways and other common property from and to the river and the public highway bounding the condominium complex with all of the unit owners.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phases One, Two, Three, Four, Nine and Ten. It is anticipated that all units will be completed by July, 1980.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/96 and substituting 1/108 therefor throughout Article III:

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article IV, Paragraph Two, of the Declaration of Condominium, by deleting the last sentence and substituting therefor:

"In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "E" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive,

and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "F" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive and thirty (30) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "G" attached hereto; forty (40) parking spaces numbered one (1) through forty (40) inclusive, and thirty (30) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "H" attached hereto; and thirty-eight (38) parking spaces numbered one (1) through thirty-eight (38) inclusive, the boundaries of which are more specifically shown in Exhibit "I" attached hereto; which the Developer reserves the right to designate for the exclusive use of the individual unit owners, which said parking spaces and garages are hereby made limited common elements."

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration of Condominium by deleting ninety-six (96) from paragraph two and substituting one hundred eight (108) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VII of the Declaration of Condominium by deleting 1/96 from paragraph one and substituting 1/108 therefor and by deleting seventy-two (72) from paragraph three and substituting eighty-one (81) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VIII of the Declaration of Condominium by deleting seventy-two (72) from paragraph (F) and substituting eighty-one (81) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting Paragraph Four and substituting therefor:

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

Each unit owner shall be entitled to a distributive share of 1/108."

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 15th day of February, 1980.

Signed, sealed and delivered in the presence of:

Quay D. Bell
Mary Alice Galt

WONDER DEVELOPMENT CORPORATION

By R. Steve Gray

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, known to me, and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him 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 the 15th day of February, 1980.

Mary Alice Galt
Notary Public, State of Florida

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 15, 1982
Bonded By American Fire & Casualty Company

SURVEYOR'S CERTIFICATE
FOR
THE FOUR SEASONS CONDOMINIUM
PHASE FOUR

STATE OF FLORIDA
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "I" ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "I", TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS CONDOMINIUM, PHASE FOUR IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 15th DAY OF March, 1979.

ALLEN ENGINEERING, INC.

BY: 

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 15th
DAY OF March, 1979.


Notary Public, STATE OF FLORIDA AT LARGE

My Commission Expires: August 23, 1981

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

OFF. REC.

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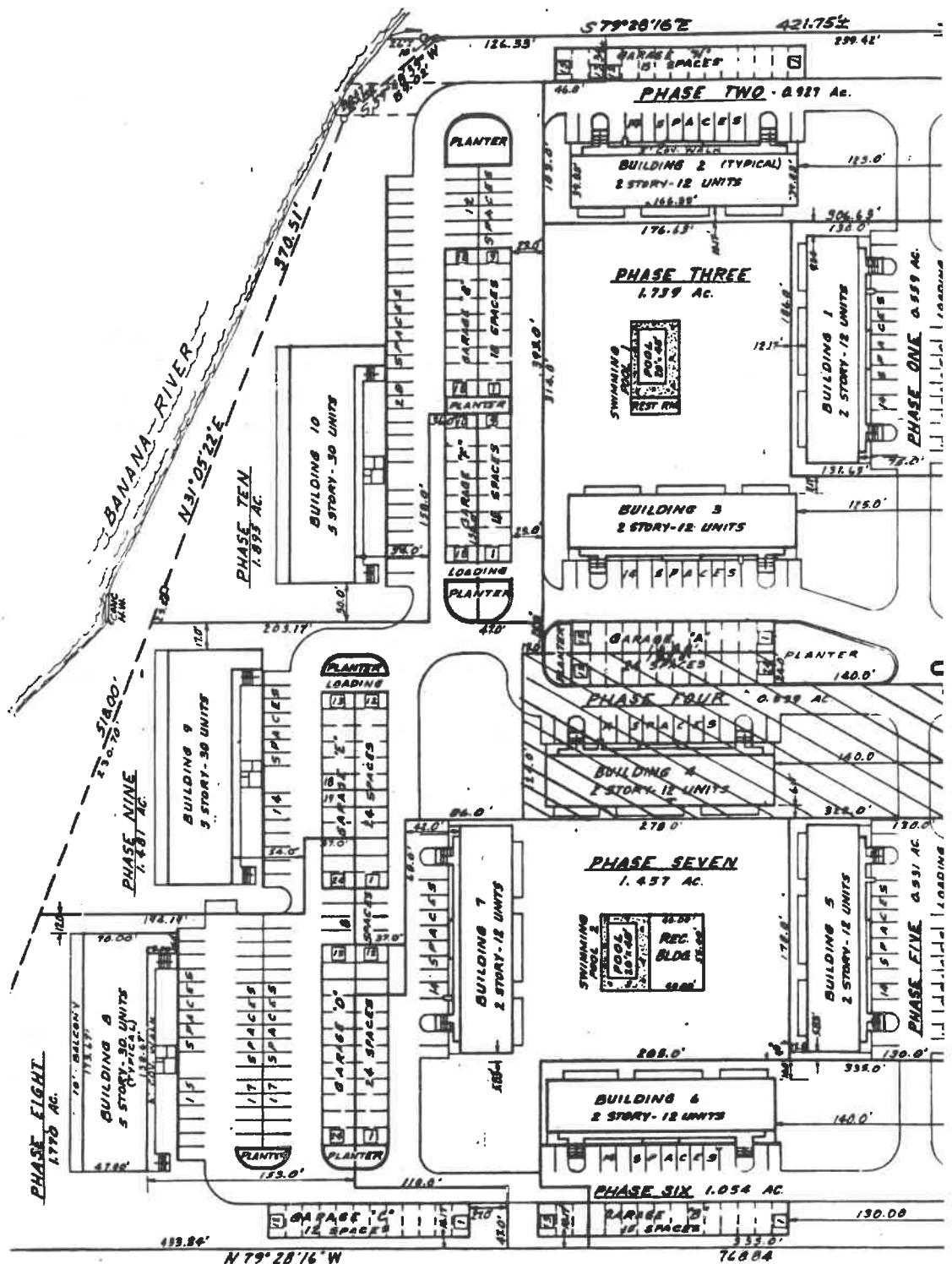
EXHIBIT "I"

SHEET 1 OF 6

PAGE
0031

THE FOUR SEASONS CONDOMINIUM

PHASE FOUR



SURVEYOR'S NOTES:

1. There exists a non-exclusive easement over and across the paved driveways shown within Phases One thru Ten for ingress and egress purposes for the owners within this development.
2. See sheet 2 in Exhibit "B" for the Surveyor's Notes concerning the Graphic plot plan of Phase Four, Planned Improvements

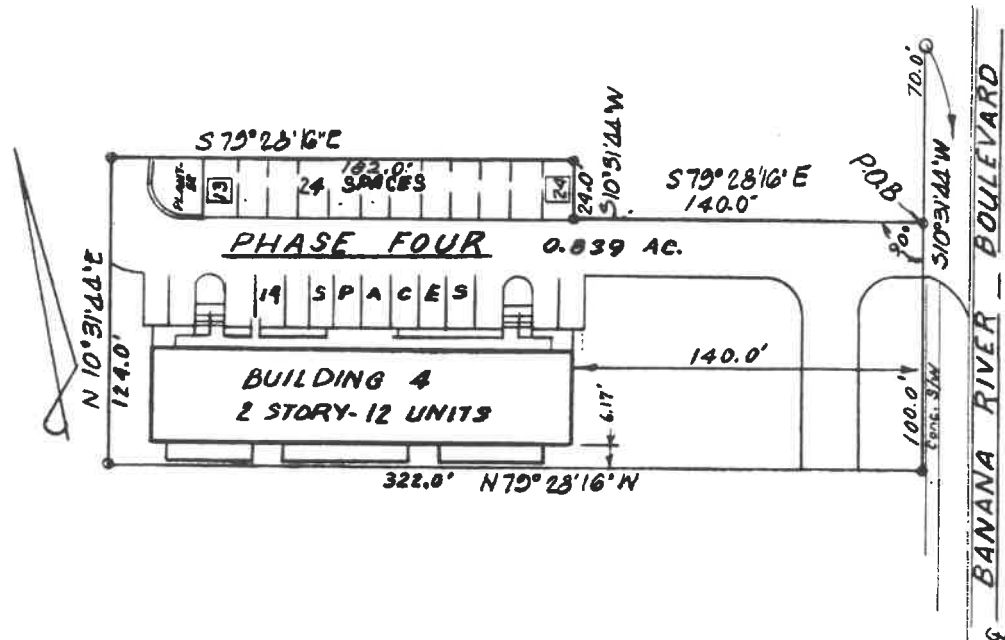
March 15, 1979
 ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

OFF. REC.
 2220
 EXHIBIT 1

PAGE 1
 0032
 SHEET 2 OF 6

THE FOUR SEASONS CONDOMINIUM

PHASE FOUR



LEGAL DESCRIPTION FOR PHASE FOUR:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCT AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD: THENCE RUN $S10^{\circ}31'44''$ W ALONG THE WEST RIGHT OF WAY OF BANANA RIVER BOULEVARD FOR 70.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE $S10^{\circ}31'44''$ W FOR 100.00 FEET: THENCE RUN $N79^{\circ}28'16''$ W FOR 322.00 FEET: THENCE RUN $N10^{\circ}31'44''$ E FOR 124.00 FEET: THENCE RUN $S79^{\circ}28'16''$ E FOR 140.00 FEET: THENCE RUN $S10^{\circ}31'44''$ W FOR 24.00 FEET: THENCE RUN $S79^{\circ}28'16''$ E FOR 140.00 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINS 0.839 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY: That the attached SKETCH OF SURVEY of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction.

John R. Campbell
 John R. Campbell
 Professional Land Surveyor
 #2351, STATE OF FLORIDA

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

EXHIBIT "I"

SHEET 3 OF 6

March 15, 1979

OFF. REC.

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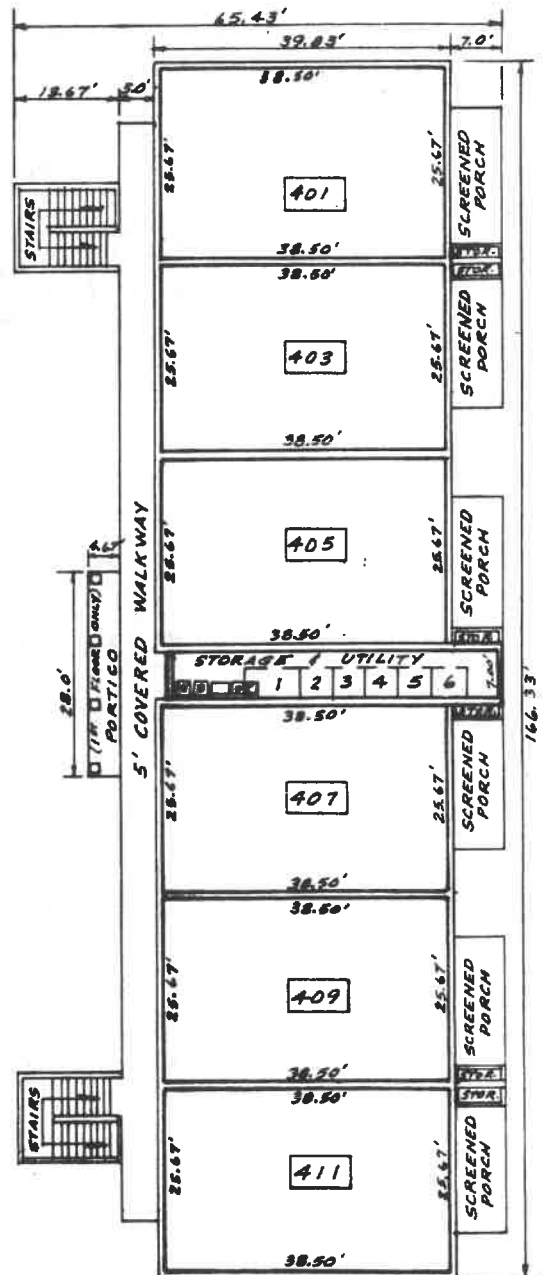
THE FOUR SEASONS CONDOMINIUM
PHASE FOUR

BUILDING NO. 4
PROPOSED FLOOR PLAN
1ST FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.45 FEET.
3. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 15.48 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [401] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
March 14, 1979

OFF. REC.

EXHIBIT "P"

PAGE

SHEET 4 OF 6

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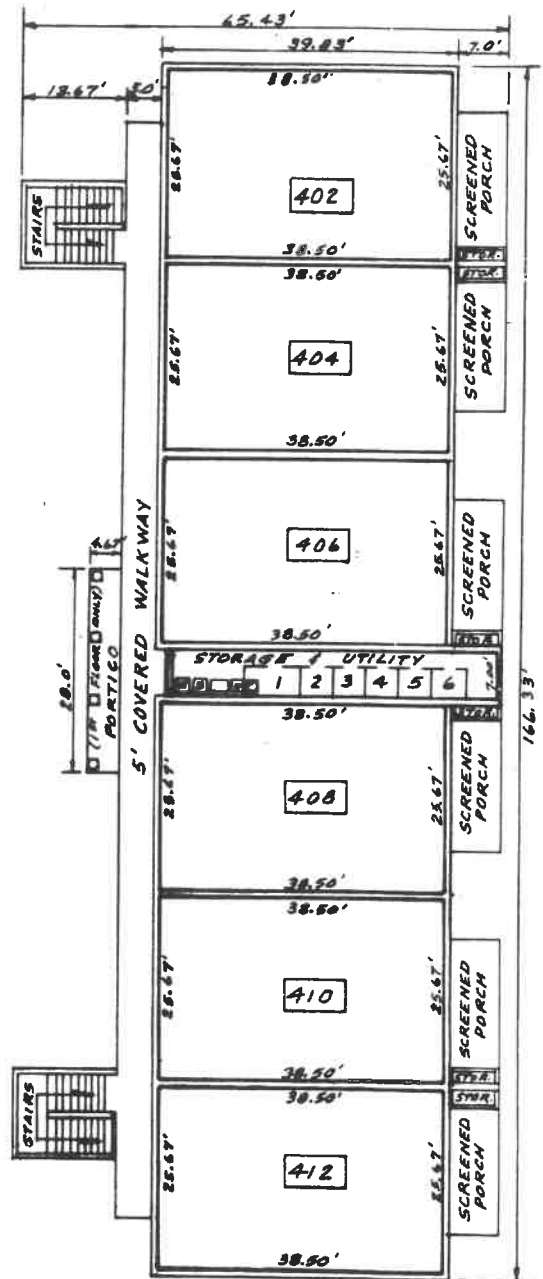
THE FOUR SEASONS CONDOMINIUM
PHASE FOUR

BUILDING NO. 4
PROPOSED FLOOR PLAN
2ND FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.90 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.90 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [401] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

March 15, 1979

103

OFF. REC.

EXHIBIT "I"

PAGE

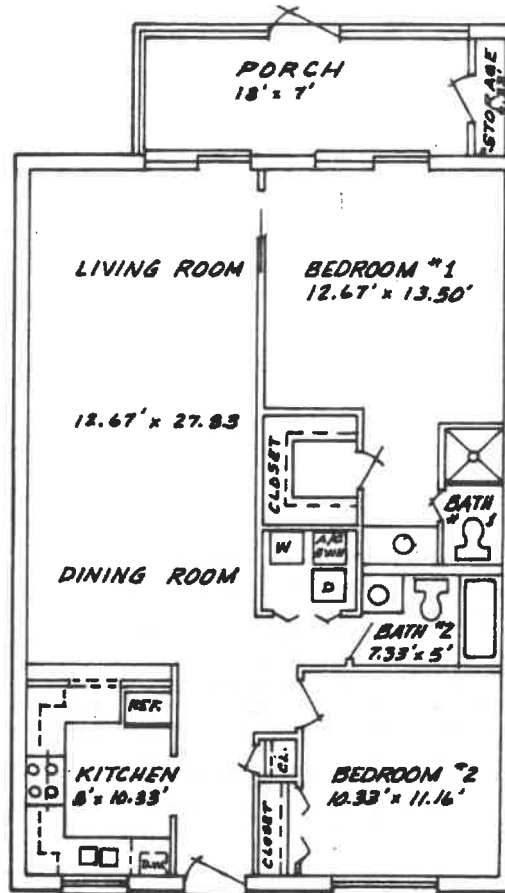
SHEET 5 OF 6

2220

0035

THE FOUR SEASONS CONDOMINIUM
PHASE FOUR

BUILDING NO. 4



TYPICAL FLOOR PLAN
Scale: 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS FLOOR PLAN REFERS TO NOTE 10 ON SHEETS 4 & 5 IN EXHIBIT "A".
2. THIS FLOOR PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
March 15, 1979

OFF. RECORD EXHIBIT "I"

PAGE SHEET 6 OF 6

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0038

This instrument prepared by: Curtis R. Mosley, Esq., of Wolfe, Kirschenbaum, Caruso, Mosley, Scott & Kabboord, P. A., Post Office Box 757, Cocoa Beach, Florida 32931

Return To
Lloyd Campbell
Attorney at Law
P. O. Box 1286
Cocoa, Fla. 32922

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS CONDOMINIUM, recorded in Official Records Book 2012, Page 574, of the Public Records of Brevard County, Florida, as amended in Official Records Book 2039, Page 849, of the Public Records of Brevard County, Florida, and as amended in Official Records Book 2202, Page 831, Public Records of Brevard County, Florida, hereby amends said Declaration above described as follows:

Exhibit "G" as recorded in the Declaration of Condominium, as amended, is hereby deleted in its entirety and Exhibit "G" attached hereto is substituted therefor.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 28th day of November, 1979.

Signed, sealed and delivered
in the presence of:

Richard I. Scott
Mary Alice Tait

WONDER DEVELOPMENT
CORPORATION

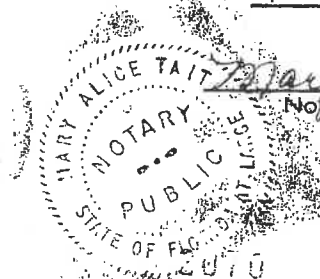
By R. Steve Gray, President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me to be the President of said corporation, and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 28th day of November, 1979.

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 15, 1982
Bonded By American Fire & Casualty Company



Mary Alice Tait
Notary Public

FF. REC.

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Page 2070, as amended in Official Records Book 2220, Page 26, and as further amended in Official Records Book 2241, Page 2165, Public Records of Brevard County, Florida, hereby amends said Declaration above described as follows:

Article XI as recorded in the Declaration of Condominium is hereby amended to permit an owner of an apartment to attach to the exterior of the apartment building and install a standard screen door, with the approval of the Association; however, each apartment owner shall be liable for the expense of any maintenance of said screen door. No owner of an apartment shall be permitted to attach and install a screen door in the event it is deemed not a standard screen door by the Association.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 20th day of October, 1980.

Signed, sealed and delivered
in the presence of:

WONDER DEVELOPMENT CORPORATION

Donna M. Waniewski
Cynthia J. Mosley

By R. Steve Gray

STATE OF FLORIDA)
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporate seal of said corporation.

WITNESS my hand and official seal at Cocoa Beach, Brevard County, Florida, this 20th day of October, 1980.

Cynthia J. Mosley
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 7 1984
DONNA M. WANIEWSKI, ESQ. GENERAL INV. UNDERSIGNED

9410

SURVEYOR'S CERTIFICATE
FOR
THE FOUR SEASONS CONDOMINIUM
PHASE NINE

STATE OF FLORIDA
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "G" ARE SUFFICIENTLY DETAILED SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "G" TOGETHER WITH THE WORDING OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS CONDOMINIUM, PHASE NINE IS A CORRECT REPRESENTATION OF THE PROPOSED IMPROVEMENTS, AND THAT THERE CAN BE DETERMINED THEREFROM THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS AND EACH UNIT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 15th DAY OF January, 1979.

ALLEN ENGINEERING, INC.

BY

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS
15th DAY OF January, 1979.

Notary Public, STATE OF FLORIDA AT LARGE
My commission expires: August 23, 1981.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

OFF. REC.

2207
EXHIBIT "G"

PAGE

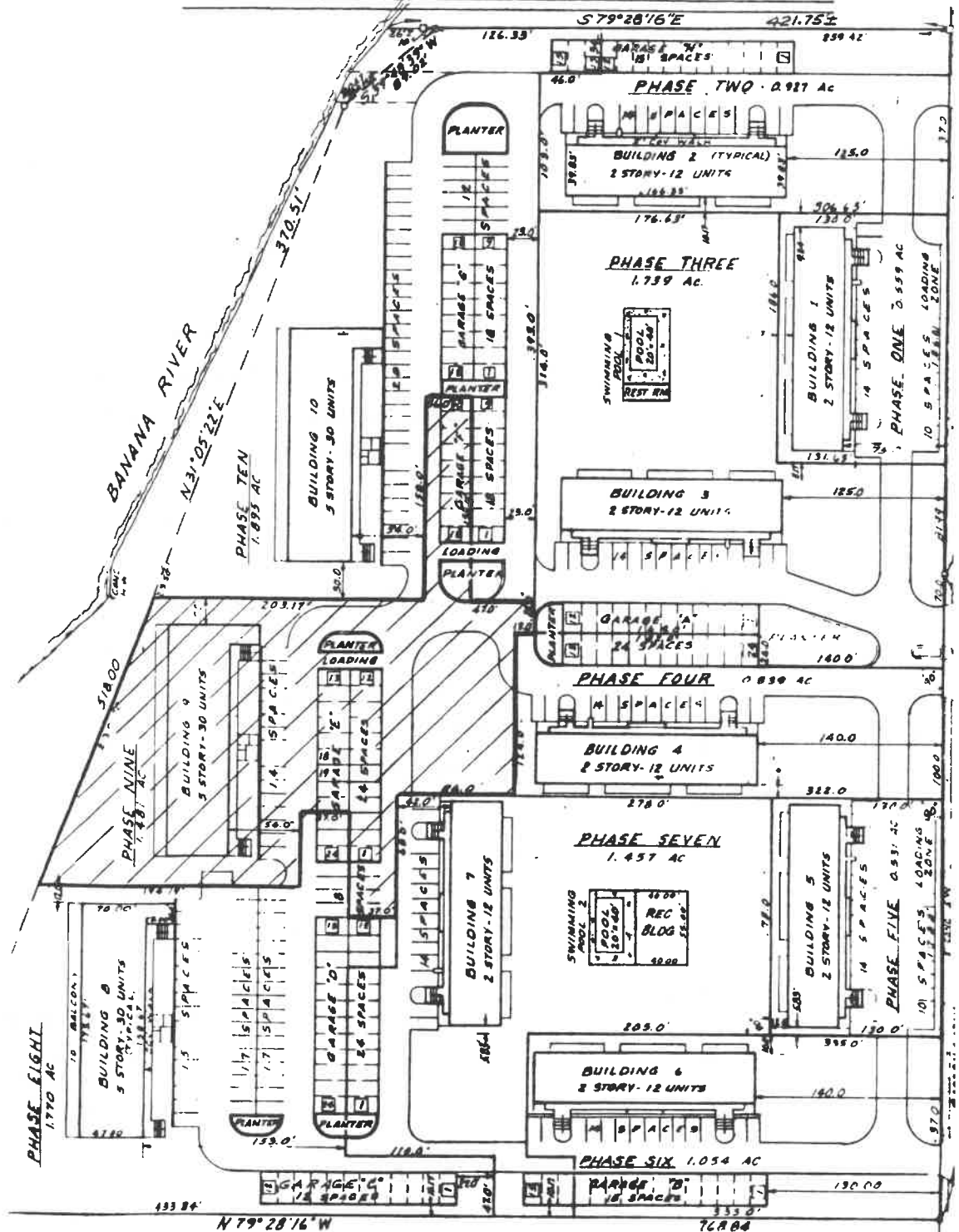
2071
SHEET 1 OF 10

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FOUR SEASONS CONDOMINIUM

PHASE NINE

GRAPHIC PLOT PLAN OF PHASE NINE PLANNED IMPROVEMENTS



SURVEYOR'S NOTES:

1. There exists a non-exclusive easement over and across the paved driveway shown within Phases One thru Ten for ingress and egress purposes for the owners within this development.
2. See sheet 2 in Exhibit "B" for the Surveyor's Notes concerning the Graphic plot plan of Phase Nine, Planned Improvements.

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January 15, 1979
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

2207

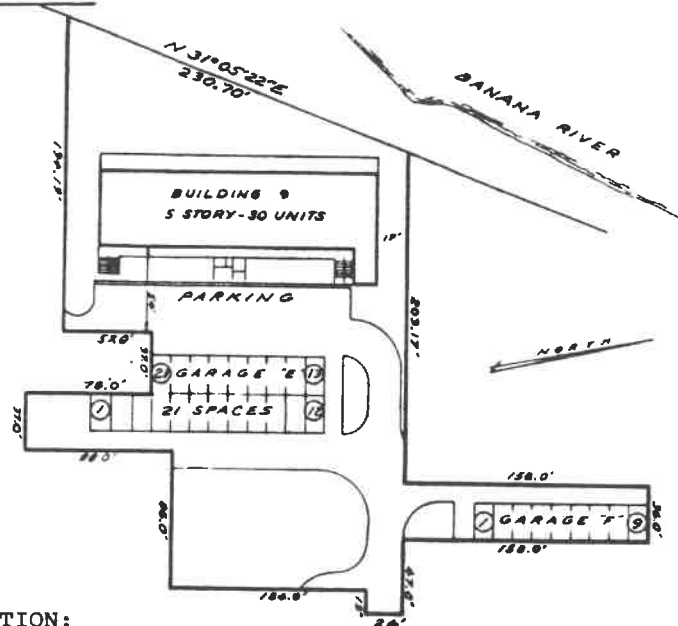
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EXHIBIT "G"

SHEET 2 OF 10

THE FOUR SEASONS CONDOMINIUM

Phase Nine



LEGAL DESCRIPTION:

Phase Nine

A parcel of land lying in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows:

Commence at the intersection of the North right of way line of ST. LUCIE LANE as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida extended Westerly and the West right of way line of BANANA RIVER BOULEVARD; Thence run S10°31'44\"W along the West right of way line of BANANA RIVER BOULEVARD for 170.00 feet; thence deflect to the right 90° and run Northwesterly 322.00 feet to the Point of Beginning of the following described parcel of land; thence deflect to the right 90° and run Northeasterly for 124.00 feet; thence deflect to the right 90° and run Southeasterly 13.00 feet; thence deflect to the left 90° and run Northeasterly 24.00 feet; thence deflect to the left 90° and run Northwesterly 47.00 feet; thence deflect to the right 90° and run Northeasterly 158.00 feet; thence deflect to the left 90° and run Northwesterly 36.00 feet; thence deflect to the left 90° and run Southwesterly 158.00 feet; thence deflect to the right 90° and run Northwesterly for 203.17 feet to a point on the bulkhead line shown in Bulkhead Book zero at Page 125A of the Public Records of Brevard County, Florida; thence run S31°05'22\"W along said Bulkhead line for 230.70; thence leaving said bulkhead line run S79°28'16\"E for 194.19 feet; thence deflect to the left 90° and run Northeasterly for 56.00 feet; thence deflect to the right 90° and run Southeasterly for 37.00 feet; thence deflect to the right 90° and run Southwesterly 76.00 feet; thence deflect to the left 90° and run Southeasterly 37.00 feet; thence deflect to the left 90° and run Northeasterly for 88.00 feet thence deflect to the right 90° and run Southeasterly for 86.00 feet to the Point of Beginning, said parcel contains 1.528 acres more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached SKETCH OF SURVEY of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction.

John R. Campbell
Professional Land Surveyor
No. 2351, STATE OF FLORIDA

January 15, 1979
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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PAGE SHEET 3 OF 10

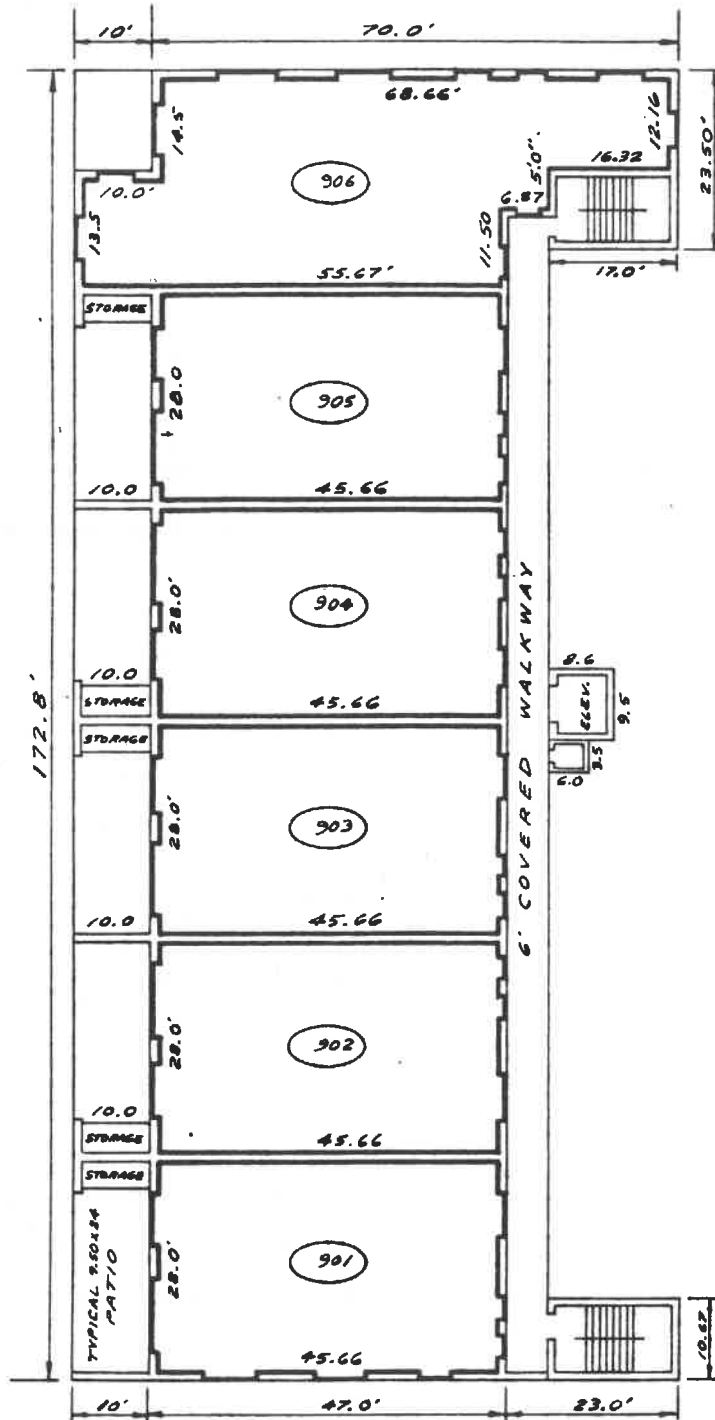
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THE FOUR SEASONS CONDOMINIUM

Phase Nine

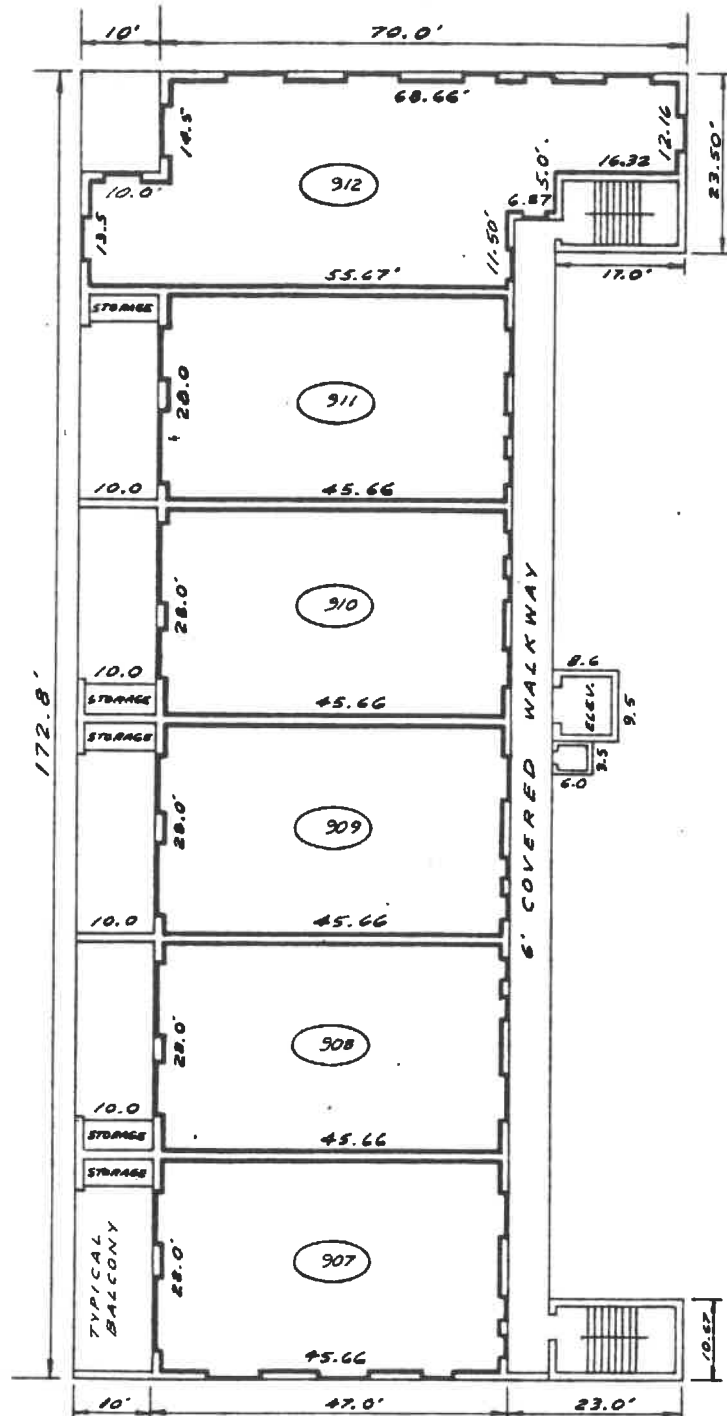


Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The FIRST Floor finished floor elevation is 7.41 feet.
3. The FIRST Floor finished ceiling elevation is 15.41 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (901) Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

THE FOUR SEASONS CONDOMINIUM

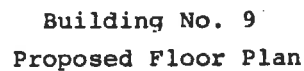
Phase Nine



Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The SECOND Floor finished floor elevation is 15.91 feet.
3. The SECOND Floor finished ceiling elevation is 23.91 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (907) Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

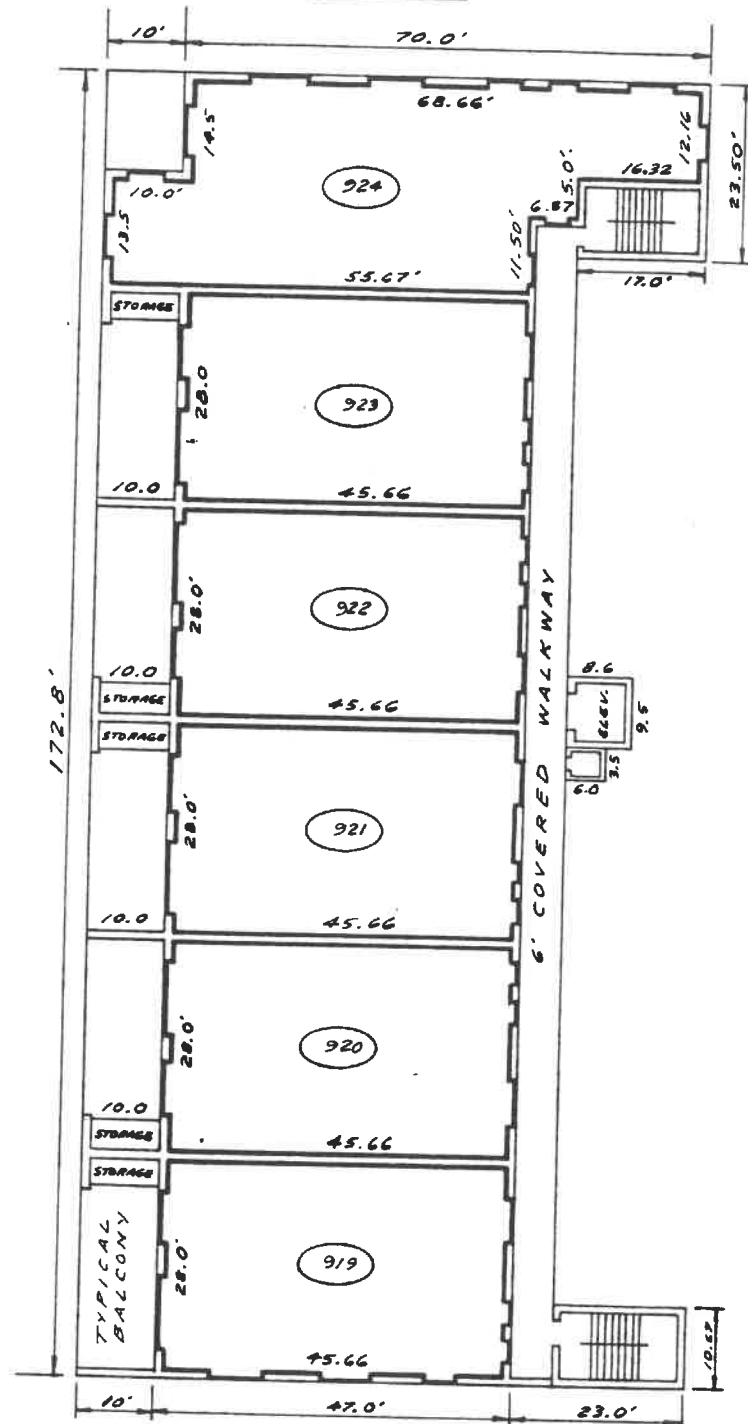
Phase Nine



- January 15, 1979
ALLEN ENGINEERING, INC. Nov. 26, 1979 Rev. Unit N^o 5.
COCOA BEACH, FLORIDA EXHIBIT "G"

THE FOUR SEASONS CONDOMINIUM

Phase Nine



Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The *FOURTH* Floor finished floor elevation is 32.91 feet.
3. The *FOURTH* Floor finished ceiling elevation is 40.91 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (919) Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

January 15, 1979
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

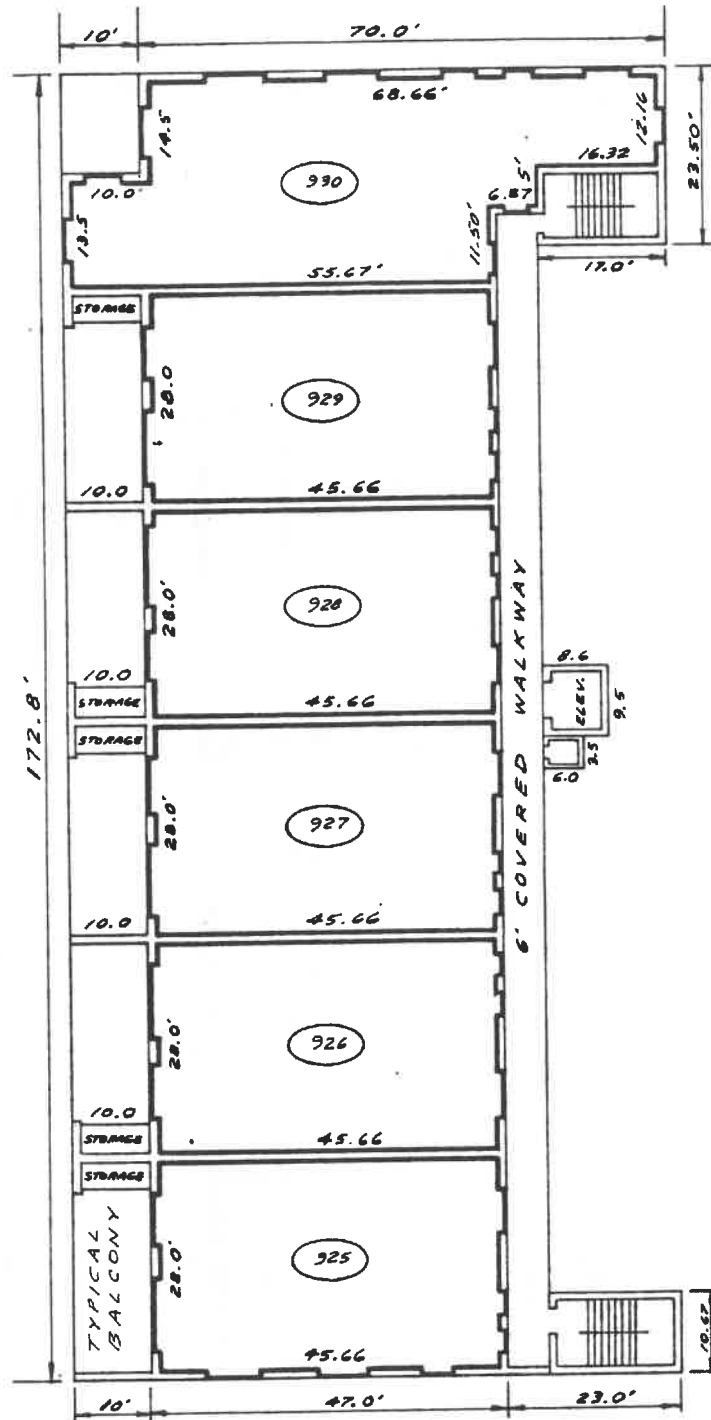
Nov. 26, 1979 Rev. Unit No's
EXHIBIT "G"

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THE FOUR SEASONS CONDOMINIUM

Phase Nine

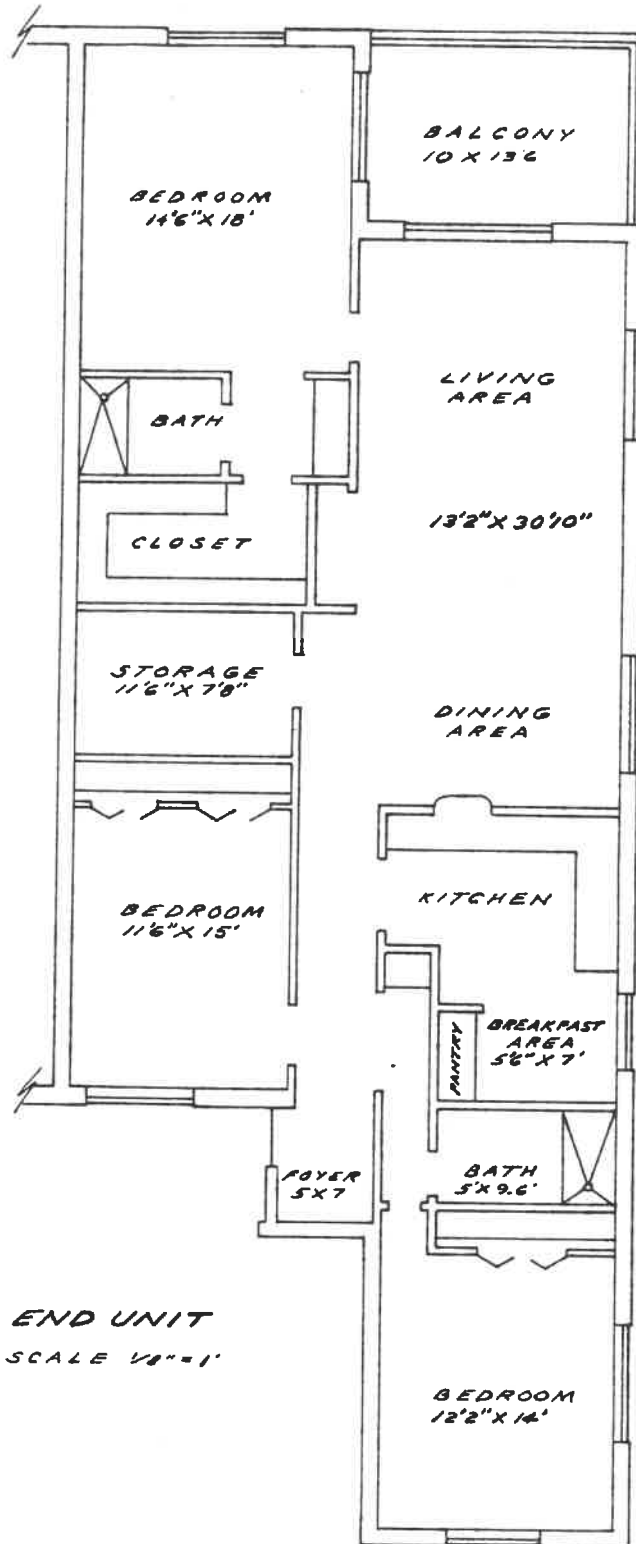


Building No. 9
Proposed Floor Plan

1. All walls are 8" walls.
2. The *FIFTH* Floor finished floor elevation is 41.41 feet.
3. The *FIFTH* Floor finished ceiling elevation is 49.41 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (925) Indicates unit numbers.
9. This floor plan is conceptual. All improvements shown are proposed.

THE FOUR SEASONS CONDOMINIUM

PHASE NINE



NORTH END UNIT
SCALE 1/8" = 1'

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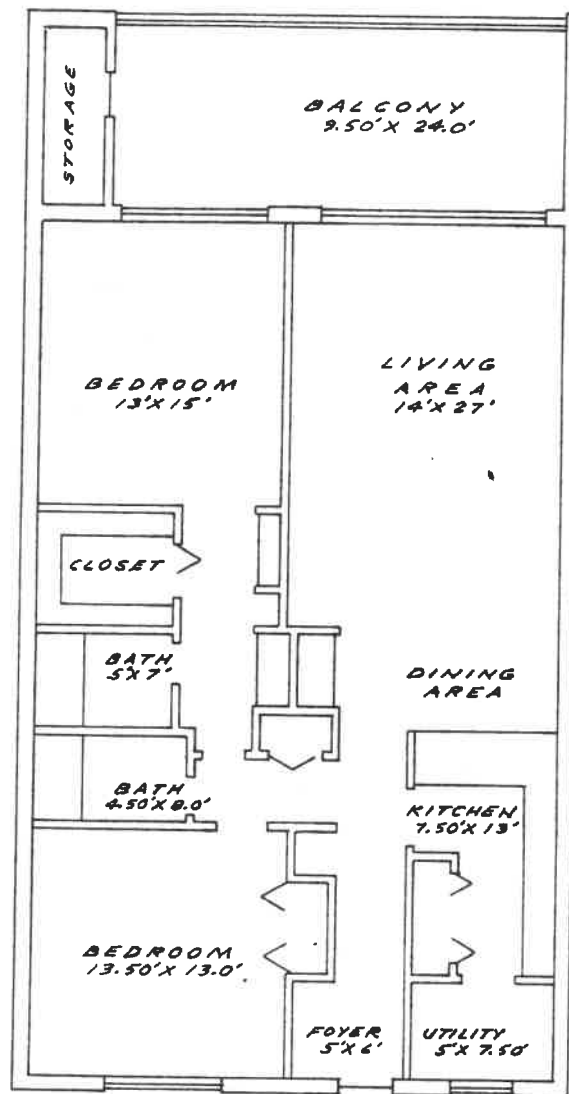
PAGE
2079

SURVEYOR'S NOTES:

1. This floor plan was derived from architectural plans.

THE FOUR SEASONS CONDOMINIUM

PHASE NINE



TYPICAL FLOOR PLAN
SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. This floor plan was derived from architectural plans.
2. This plan is typical of all units in Building Nine except those on the North end.
3. Some units are reverse or mirror image of the plan shown.

OFF. REC.

January 15, 1979
ALLEN ENGINEERING, INC.,
COCOA BEACH, FLORIDA

2207

EXHIBIT "G"

PAGE

2080

116

SHEET 10 OF 10

JOINDER BY MORTGAGEE IN AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FOUR SEASONS, A CONDOMINIUM

STATE OF FLORIDA:
COUNTY OF BREVARD:

KNOW ALL MEN BY THESE PRESENTS:

That ATLANTIC RIVER PROPERTIES, INC., a corporation organized and existing under the laws of the State of Florida, and BANANA RIVER PROPERTIES, INC., a corporation organized and existing under the laws of the State of Florida, the owners and holders of a mortgage executed by WONDER DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Florida, dated February 8, 1978, by and between WONDER DEVELOPMENT CORPORATION, as mortgagor, and ATLANTIC RIVER PROPERTIES, INC. and BANANA RIVER PROPERTIES, INC., as mortgagees, recorded in Official Records Book 1881, Page 254, Public Records of Brevard County, Florida, said mortgage encumbering the lands described in the Declaration of Condominium of THE FOUR SEASONS, A CONDOMINIUM, as recorded in Official Records Book 2012, Page 574, Public Records of Brevard County, Florida, as amended by Amendment to Declaration of Condominium recorded in Official Records Book 2039, Page 849, Public Records of Brevard County, Florida, as amended by Amendment to Declaration of Condominium recorded in Official Records Book 2202, Page 831, Public Records of Brevard County, Florida, and as further amended by Amendment to Declaration of Condominium recorded in Official Records Book _____, Page _____, Public Records of Brevard County, Florida, hereby joins in the aforesaid Amendment to Declaration of Condominium establishing THE FOUR SEASONS, A CONDOMINIUM, for the purpose of consenting to, and hereby does as Mortgagee, consent to the submission of the land encumbered by said mortgage to a condominium regime in accordance with the aforesaid Declaration of Condominium of THE FOUR SEASONS, A CONDOMINIUM, as amended.

Dated this the 15th day of February, 1980.

Signed, sealed and delivered
in the presence of:

Richard P. Scott

Mary Alice Lane

ATLANTIC RIVER PROPERTIES, INC.

By: F. Burton Smith
F. Burton Smith, President

BANANA RIVER PROPERTIES, INC.

By: F. Burton Smith
F. Burton Smith, President

STATE OF FLORIDA:
COUNTY OF BREVARD:

I HEREBY CERTIFY that on the date below, before me, an officer duly authorized to take acknowledgements, personally appeared F. BURTON SMITH, well known to be the President of ATLANTIC RIVER PROPERTIES, INC. and BANANA RIVER PROPERTIES, INC., and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by the said corporations, and that the seals affixed thereto are the true seals of said corporations.

WITNESS my hand and official seal in said county and state last aforesaid
this the 15th day of February, 1980.

My Commission expires:

Notary Public, State of Florida at Large

My Commission Expires Oct. 3, 1980

Notarized by American Tax & Account. Company

OFF. REC.

PAGE

6038

JOINDER BY MORTGAGEE IN AMENDMENT TO DECLARATION OF CONDOMINIUM
THE FOUR SEASONS, A CONDOMINIUM

STATE OF FLORIDA:
COUNTY OF BREVARD:

KNOW ALL MEN BY THESE PRESENTS:

That MERRITT SQUARE BANK, a banking corporation organized and existing under the laws of the State of Florida, the owner and holder of a mortgage executed by WONDER DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the State of Florida, dated April 17, 1979, by and between WONDER DEVELOPMENT CORPORATION, as mortgagor, and MERRITT SQUARE BANK, as mortgagee, recorded in Official Records Book 2049, Page 156, Public Records of Brevard County, Florida, said mortgage encumbering the lands described in the Declaration of Condominium of THE FOUR SEASONS, A CONDOMINIUM, as recorded in Official Records Book 2012, Page 574, Public Records of Brevard County, Florida, as amended by Amendment to Declaration of Condominium recorded in Official Records Book 2039, Page 849, Public Records of Brevard County, Florida, as amended by Amendment to Declaration of Condominium recorded in Official Records Book 2202, Page 831, Public Records of Brevard County, Florida, and as further amended by Amendment to Declaration of Condominium recorded in Official Records Book _____, Page _____, Public Records of Brevard County, Florida, hereby joins in the aforesaid Amendment to Declaration of Condominium establishing THE FOUR SEASONS, A CONDOMINIUM, for the purpose of consenting to, and hereby does as Mortgagee, consent to the submission of the land encumbered by said mortgage to a condominium regime in accordance with the aforesaid Declaration of Condominium of THE FOUR SEASONS, A CONDOMINIUM, as amended.

Dated this the 15th day of February, 1980.

Signed, sealed and delivered
in the presence of:

MERRITT SQUARE BANK

By: Donna F. Garrison
Donna F. Garrison
Executive Vice President, Cashier
Attest: Georgia H. Buckley
Georgia H. Buckley
Vice President

STATE OF FLORIDA:
COUNTY OF BREVARD:

I HEREBY CERTIFY that on the date below, before me, an officer duly authorized to take acknowledgements, personally appeared Donna F. Garrison, and Georgia H. Buckley, well known to be the Exec. Vice Pres. and Vice President, respectively, of MERRITT SQUARE BANK, and they severally acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in them by the said corporation, and that the seal affixed thereto is the true seal of said corporation.

WITNESS my hand and official seal in said county and state last aforesaid this the 15th day of February, 1980.

My Commission expires:

Richard F. Scott
Notary Public, State of Florida

OFF. REC.

2220

PAGE

0031

11

RECORDED
BREVARD COUNTY
FLORIDA
MAY 23 1980

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the Florida Condominium Act and pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, pages 574 through 623, amended in Official Records Book 2039, page 849, amended in Official Records Book 2202, pages 831 through 856, amended in Official Records Book 2207, pages 2070 through 2080, amended in Official Records Book 2220, pages 26 through 36, Public Records of Brevard County, Florida, and hereby amends said Declaration of Condominium above described as follows:

In Article IX - b., delete the second sentence and substitute therefore:

"The Association shall be responsible for painting of all exterior portions of the building including all exterior doors, but excluding windows, sliding glass doors and screens opening onto patio porches and walkways, which shall be the unit owners' responsibility for cleaning."

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 22 day of MAY, 1980.

Signed, sealed and delivered in the presence of: WONDER DEVELOPMENT CORPORATION

Jan Ludington
Linda Nagel

By R. Steve Gray
R. Steve Gray, President.

STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, known to me and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him 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 the 22 day of MAY, 1980.

Jan Ludington
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COM. EXPIRES JUNE 18 1985
UNDER THE 1971 FLA. UNDERWRITERS

1980 MAY 23 PM 12:40



AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the Florida Condominium Act and pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, pages 574 through 623, amended in Official Records Book 2039, page 849, amended in Official Records Book 2202, pages 831 through 856, amended in Official Records Book 2207, pages 2070 through 2080, amended in Official Records Book 2220, pages 26 through 36, Public Records of Brevard County, Florida, and hereby amends said Declaration of Condominium above described as follows:

Exhibit "G" as recorded in the Declaration of Condominium, as amended, is hereby deleted in its entirety, and Exhibit "G" attached hereto is substituted therefore.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 22 day of MAY, 1980.

Signed, sealed and delivered in the presence of:

WONDER DEVELOPMENT CORPORATION

Jan. Livingston
Linda Nagel

By R. Steve Gray
R. Steve Gray, President.

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, known to me and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him 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 the 22 day of MAY, 1980.

Jan. Livingston
Notary Public

My commission expires:

NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COM. EXPIRES: MAY 18 1992
COMMISSIONED BY: JAMES H. UNDERWATERS

SURVEYOR'S CERTIFICATE

FOR

FOUR SEASONS CONDOMINIUM


STATE OF FLORIDA
COUNTY OF BREVARD

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

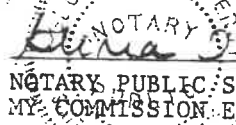
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "G" IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "G" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING FOUR SEASONS CONDOMINIUM,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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 22ND DAY OF MAY, 1980, A.D.

ALLEN ENGINEERING, INC.

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 22ND
DAY OF MAY, 1980, A.D.


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

PAGE
2910

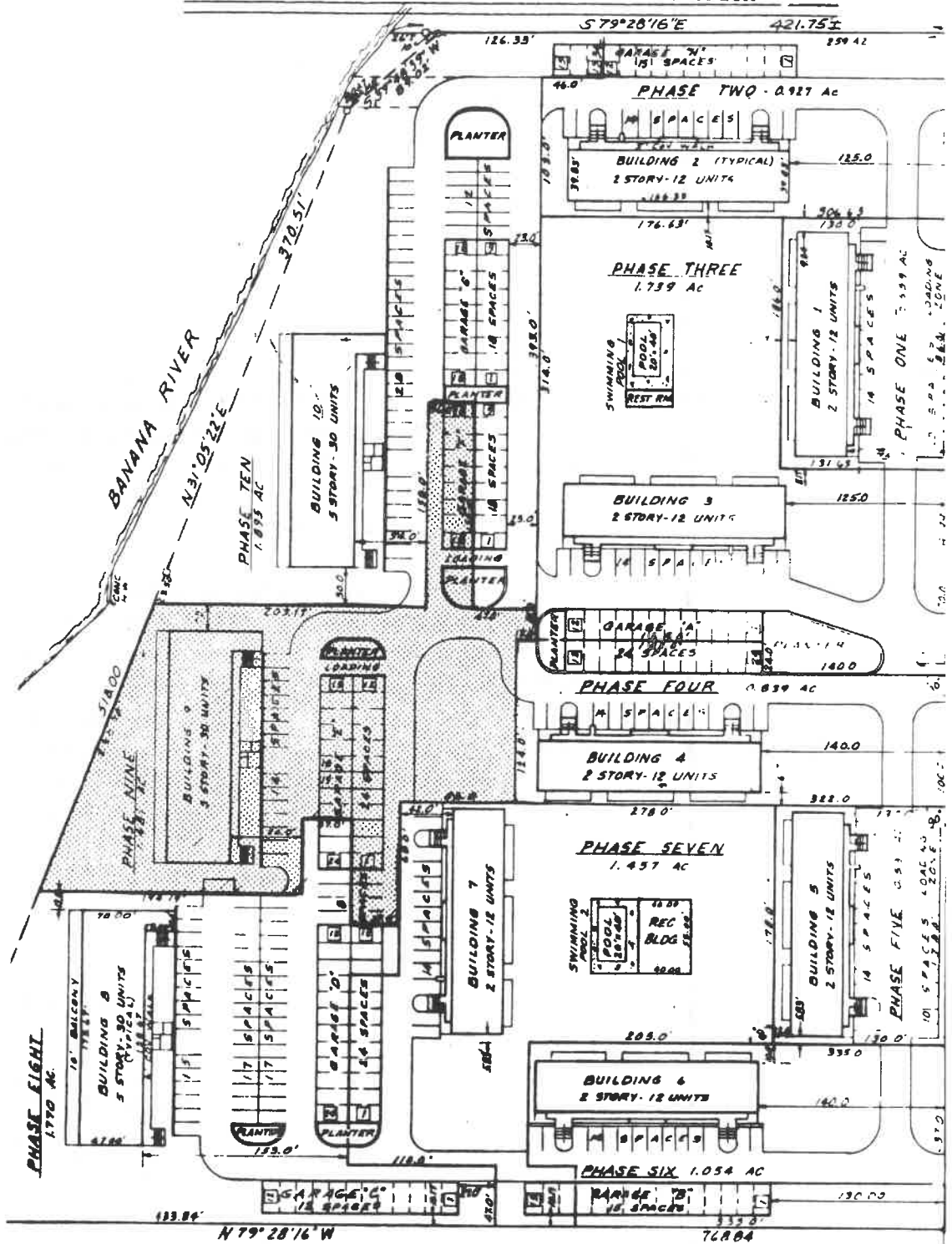
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2235

121


FOUR SEASONS CONDOMINIUM

PHASE NINE

GRAPHIC PLOT PLAN OF FOUR SEASONS CONDOMINIUM



SURVEYOR'S NOTES:

1. There exists a non-exclusive easement over and across the paved drive shown within Phases One thru Ten for ingress and egress purposes for the owners within this development.
2. See sheet 3 of 12 in this exhibit for the Graphic Plot Plan and Survey Notes concerning Phase Nine.
3.  - indicates Phase Nine.

OFF. REC.

2235

EXHIBIT "G"

PAGE

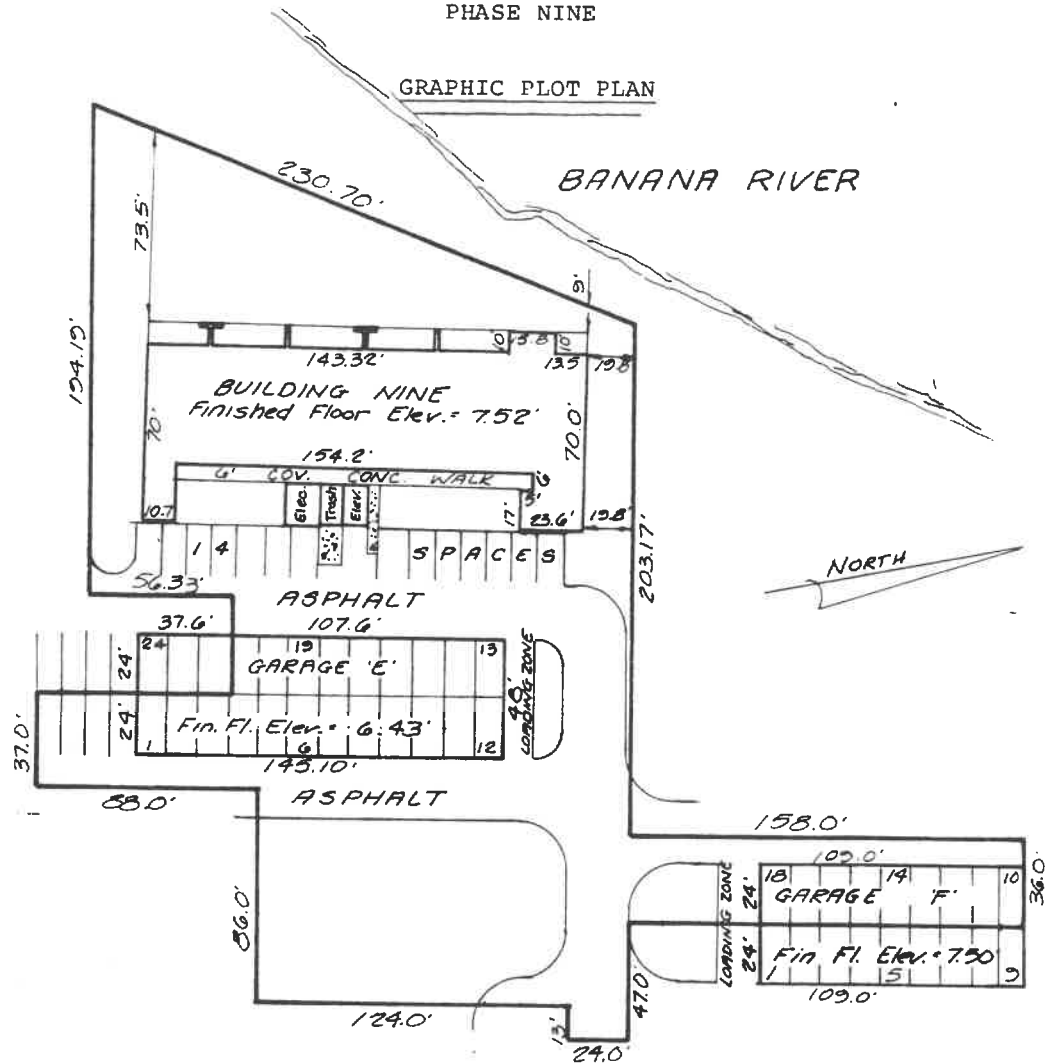
122

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA2911
SHEET 2 OF 12

FOUR SEASONS CONDOMINIUM

PHASE NINE

GRAPHIC PLOT PLAN

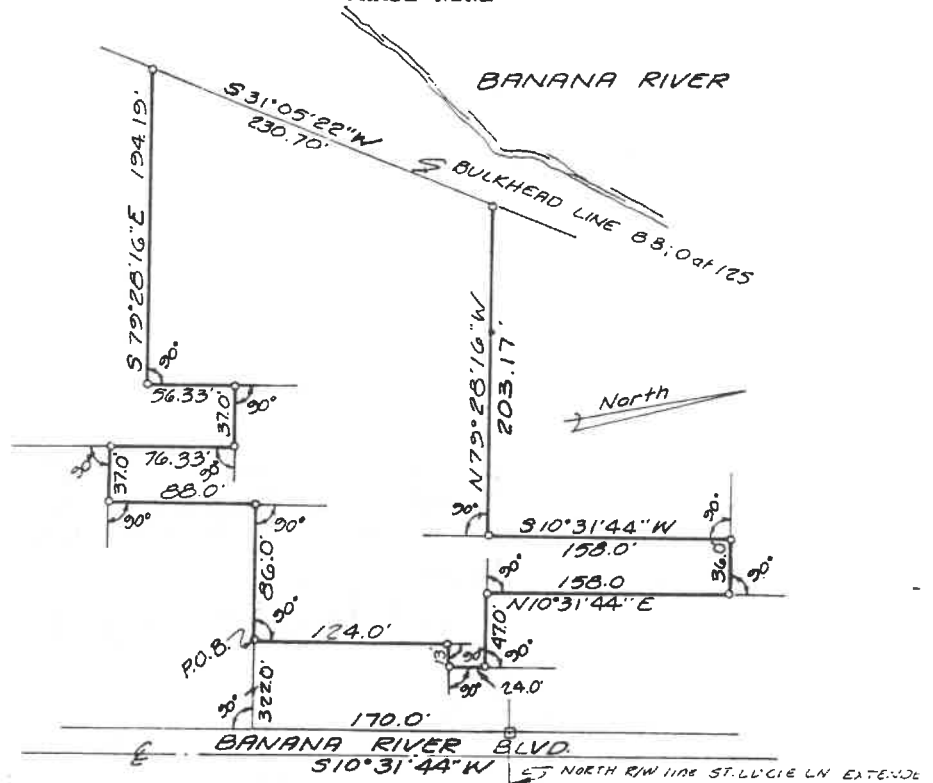
SURVEYOR'S NOTES:

1. Four Seasons Phase Nine contains one five story building approximately 46 feet in height containing 30 units.
2. Phase Nine also contains 21 garage spaces in Garage E and 9 garage spaces in Garage F as shown on the Graphic Plot Plan of Phase Nine on page 3 of this exhibit.
3. The balance of Phase Nine consists of driveways, parking spaces and open area.
4. All areas and improvements exclusive of the units themselves are common elements of the condominium.
5. The garage spaces are common elements limited to the use of certain units as set forth in the declaration.

SKETCH OF SURVEY

FOUR SEASONS CONDOMINIUM

PHASE NINE



A parcel of land lying in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows

Commence at the intersection of the North right of way line of ST. LUCIE LANE as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida extended Westerly and the West right of way line of BANANA RIVER BOULEVARD; Thence run S10°31'44"W along the West right of way line of BANANA RIVER BOULEVARD for 170.00 feet; thence deflect to the right 90° and run Northwesterly 322.00 feet to the Point of Beginning of the following described parcel of land; thence deflect to the right 90° and run Northeasterly for 124.00 feet; thence deflect to the right 90° and run Southeasterly 13.00 feet; thence deflect to the left 90° and run Northeasterly 24.00 feet; thence deflect to the left 90° and run Northwesterly 47.00 feet; thence deflect to the right 90° and run Northeasterly 158.00 feet; thence deflect to the left 90° and run Northwesterly 36.00 feet; thence deflect to the left and run Southwesterly 158.00 feet; thence deflect to the right 90° and run Northwesterly for 203.17 feet to a point on the bulkhead line shown in Bulkhead Book zero at Page 125A of the Public Records of Brevard County, Florida; thence run S31°05'22"W along said Bulkhead line for 230.70 feet thence leaving said bulkhead line run S79°28'16"E for 194.19 feet; thence deflect to the left 90° and run Northeasterly for 56.33 feet; thence deflect to the right 90° and run Southeasterly for 37.00 feet; thence deflect to the right 90° and run Southwesterly 76.33 feet; thence deflect to the left 90° and run Southeasterly 37.00 feet; thence deflect to the left 90° and run Northeasterly for 88.00 feet thence deflect to the right 90° and run Southeasterly for 86.00 feet to the Point of Beginning, said parcel contains 1.528 acres more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached SKETCH OF SURVEY of the above described property is true and correct to the best of my knowledge and belief as surveyed under my direction.

John R. Campbell
John R. Campbell
Professional Land Surveyor
No. 23515 STATE OF FLORIDA

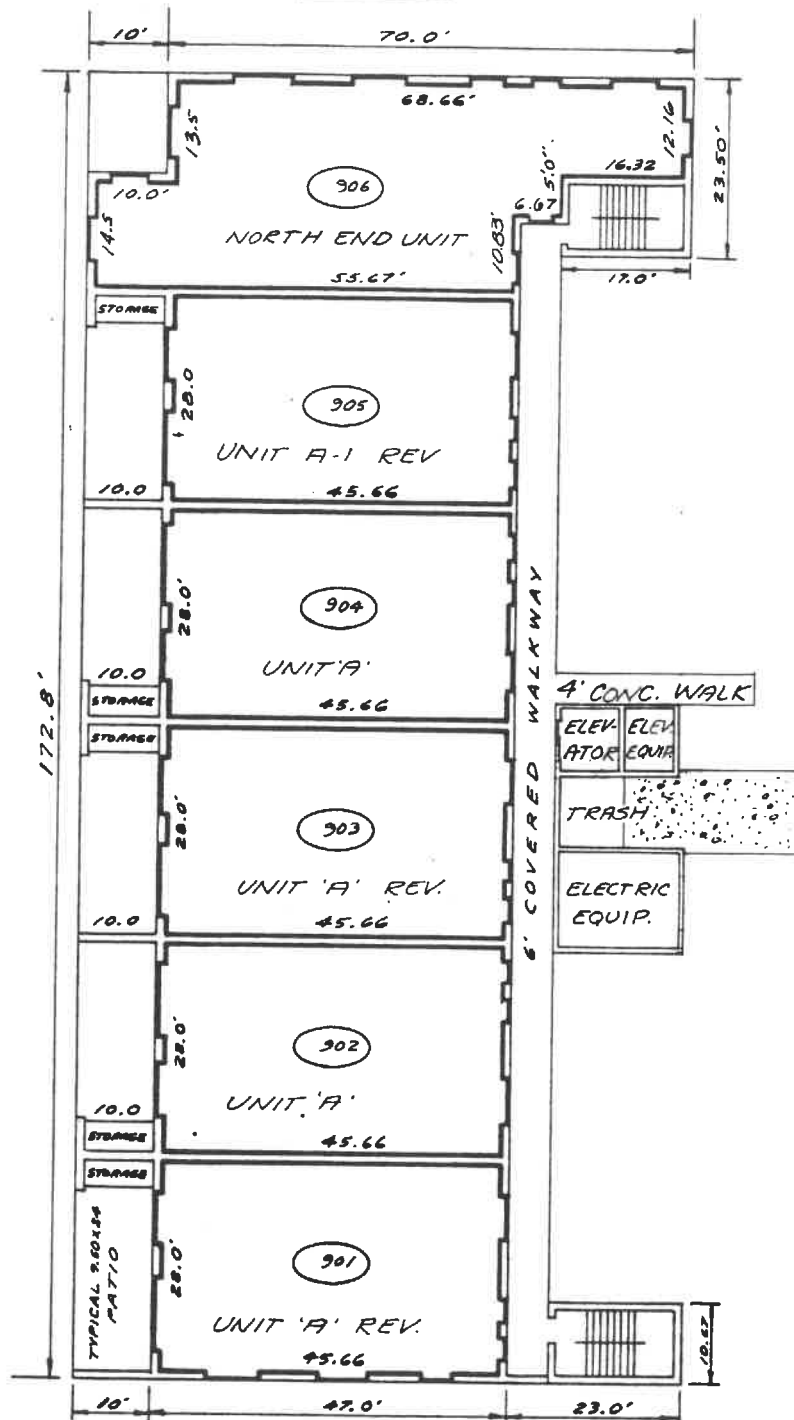
Allen Engineering, Inc.
Cocoa Beach, Florida
May 22, 1980

EXHIBIT "G"

OFF. REC.

THE FOUR SEASONS CONDOMINIUM

Phase Nine



Building No. 9
First Floor Plan

1. All walls are 8" walls.
2. The FIRST Floor finished floor elevation is 7.52 feet.
3. The FIRST Floor finished ceiling elevation is 15.52 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (901) Indicates unit numbers.
9. — Indicates the limits of the unit.

MAY 22, 1980
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "G"

SHEET 5 OF 12

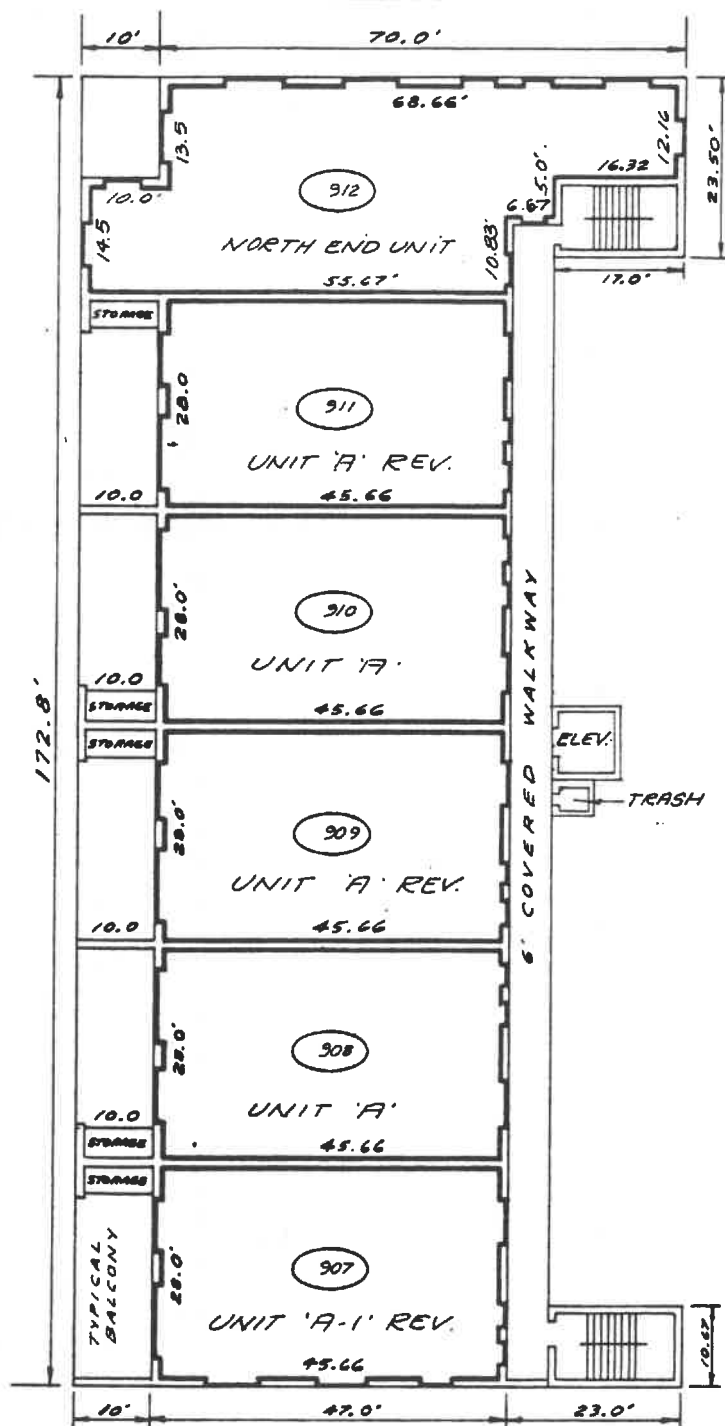
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2914

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THE FOUR SEASONS CONDOMINIUM

Phase Nine



Building No. 9
Second Floor Plan

1. All walls are 8" walls.
2. The SECOND Floor finished floor elevation is 16.02 feet.
3. The SECOND Floor finished ceiling elevation is 24.02 feet.
4. The screened balconies adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (907) Indicates unit numbers.
9. ——— Indicates the limits of the unit.

MAY 22, 1980
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "G"

SHEET 6 OF 1

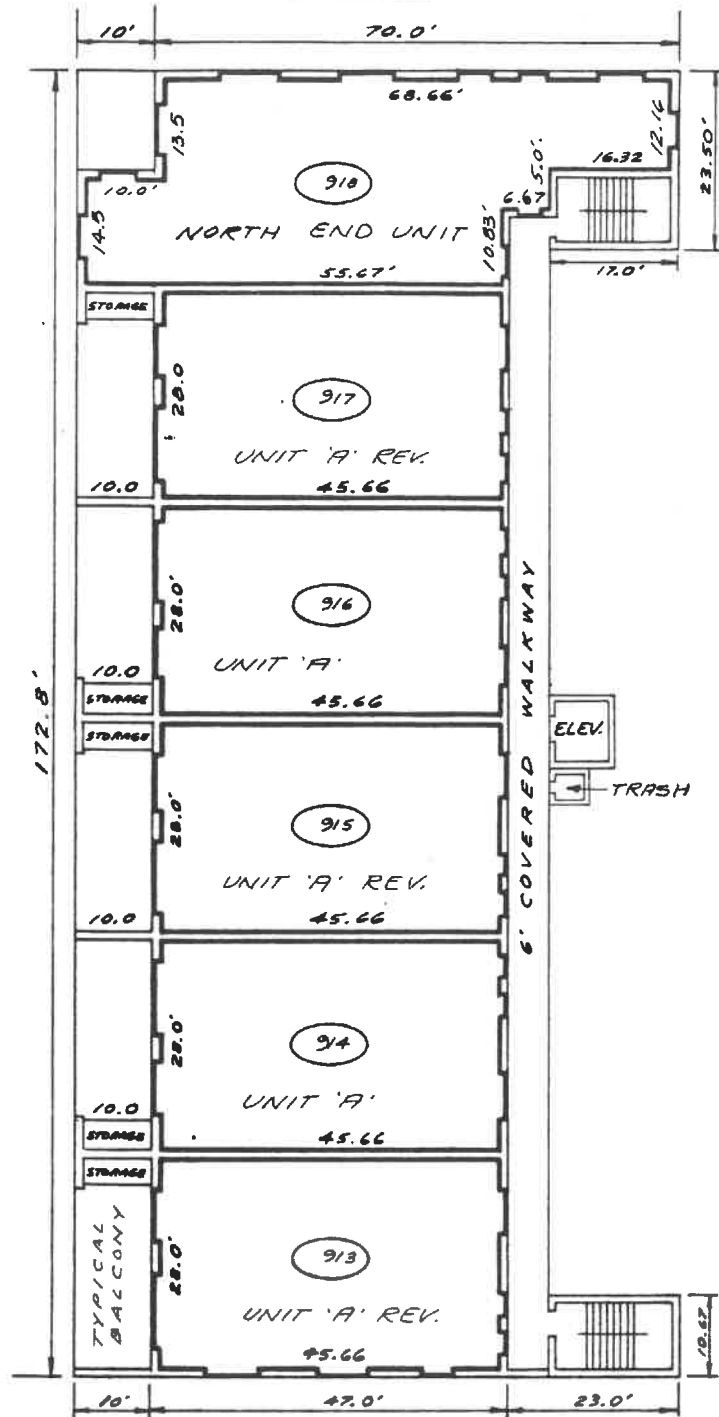
126

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THE FOUR SEASONS CONDOMINIUM

Phase Nine



Building No. 9

Third Floor Plan

1. All walls are 8" walls.
2. The *THIRD* Floor finished floor elevation is 24.52 feet.
3. The *THIRD* Floor finished ceiling elevation is 32.52 feet.
4. The screened balconies adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (913) Indicates unit numbers.
9. — Indicates the limits of the unit.

MAY 22, 1980
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "G"

SHEET 7 OF 12

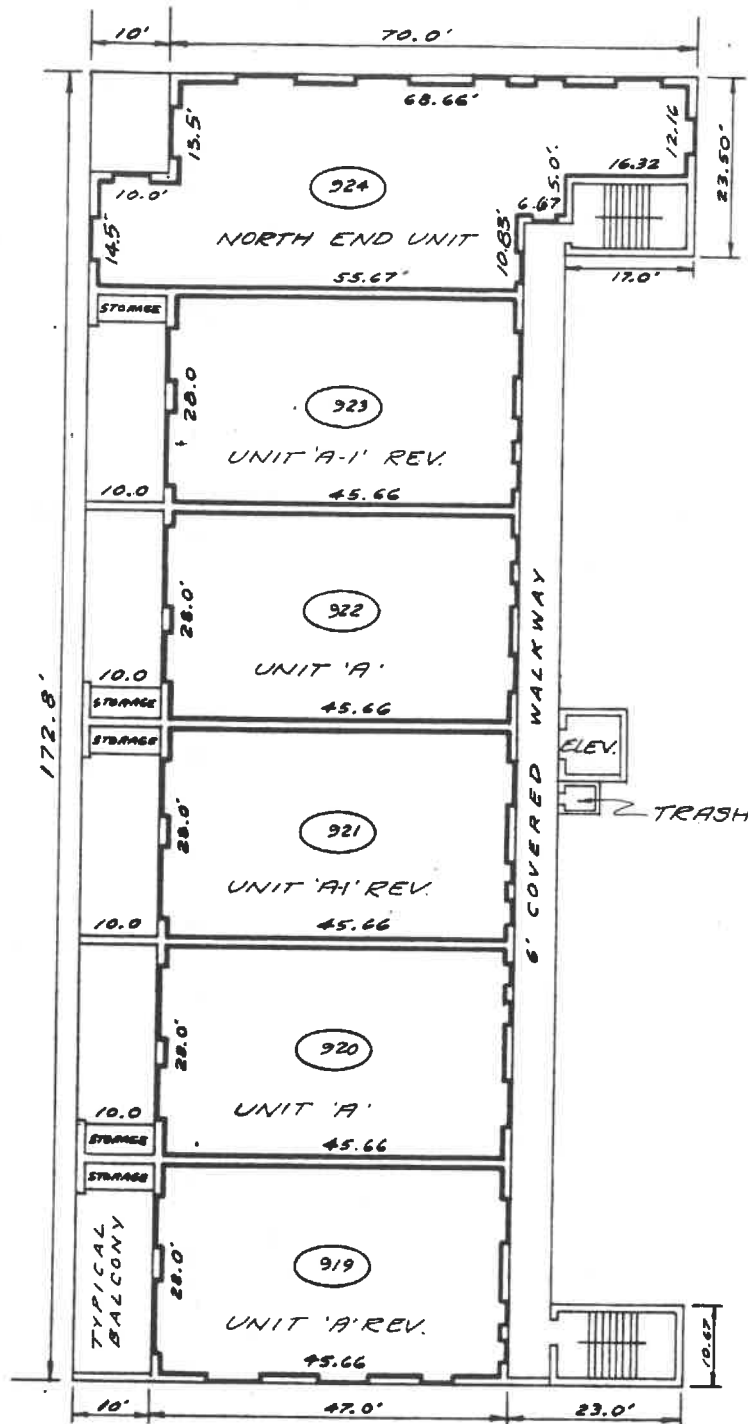
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2916

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THE FOUR SEASONS CONDOMINIUM

Phase Nine



Building No. 9

Fourth Floor Plan

1. All walls are 8" walls.
2. The *FOURTH* Floor finished floor elevation is 33.02 feet.
3. The *FOURTH* Floor finished ceiling elevation is 41.02 feet.
4. The screened balconies adjacent to the units shown are common elements located to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (919) Indicates unit numbers.
9. ——— Indicates the limits of the unit.

MAY 22, 1980
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "4"

SHEET 8 OF 1

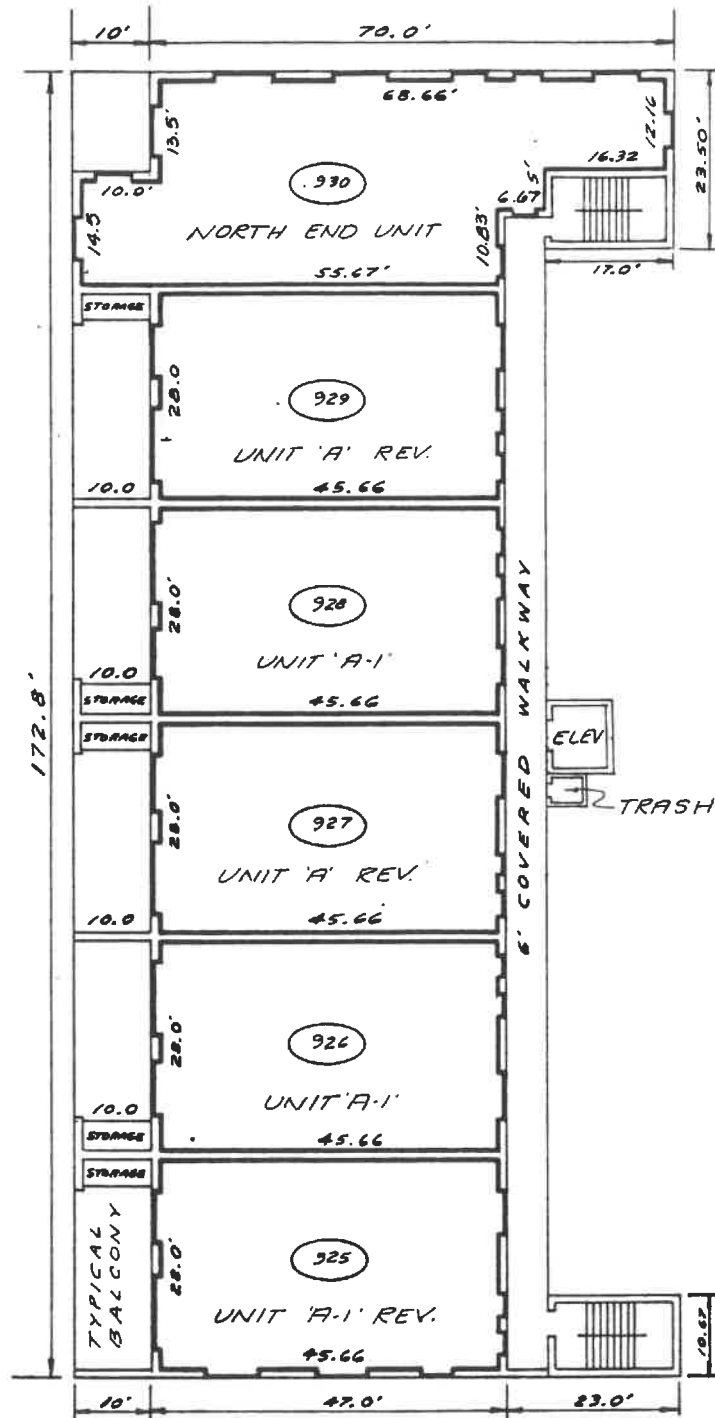
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THE FOUR SEASONS CONDOMINIUM

Phase Nine



Building No. 9
Fifth Floor Plan

1. All walls are 8" walls.
2. The FIFTH Floor finished floor elevation is 41.52 feet.
3. The FIFTH Floor finished ceiling elevation is 49.52 feet.
4. The screened porches adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. 925 Indicates unit numbers.
9. Indicates the limits of the unit.

MAY 22, 1980
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "G"

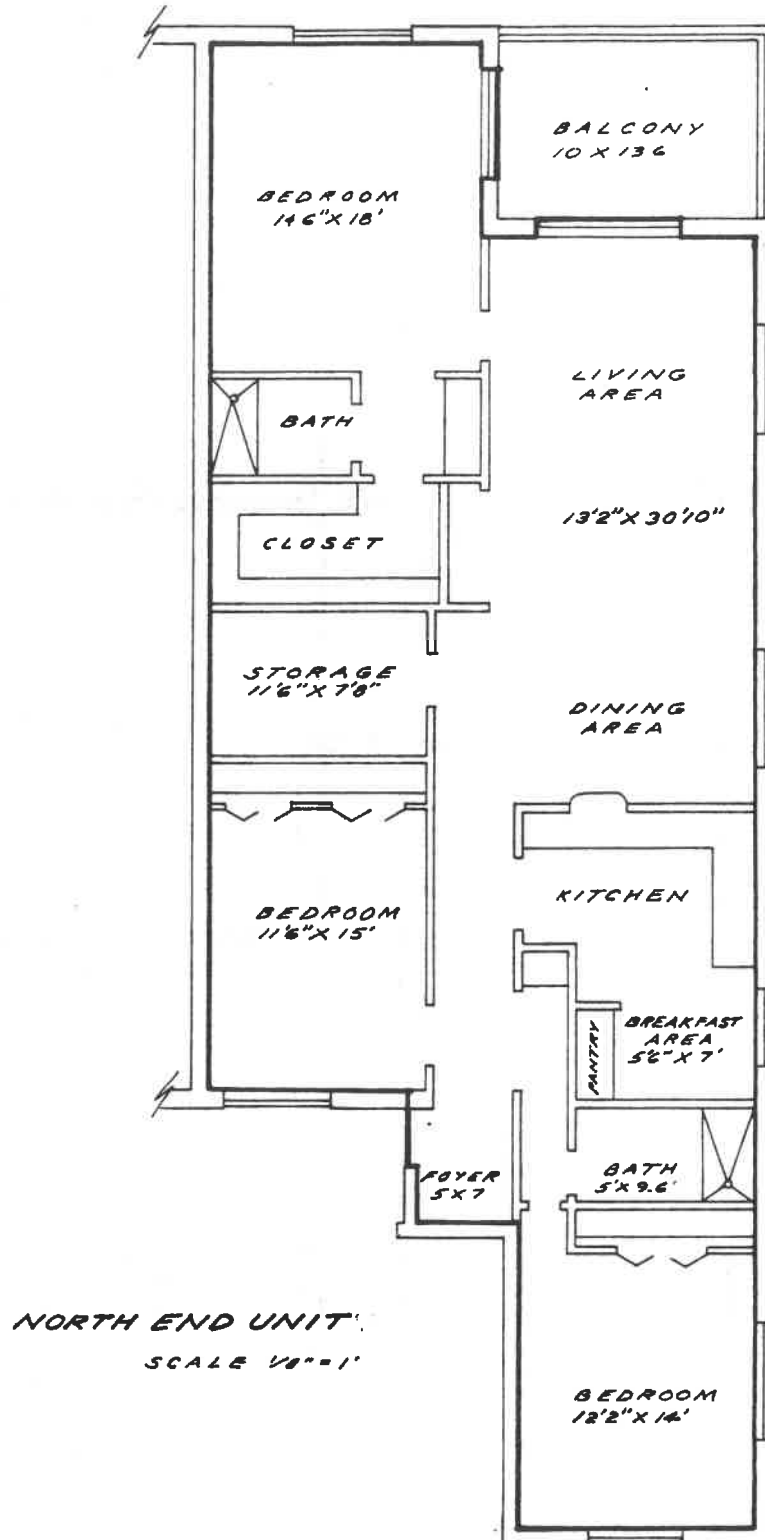
SHEET 2 OF 10

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THE FOUR SEASONS CONDOMINIUM
PHASE NINE



SURVEYOR'S NOTES:

1. This unit plan is representational. The dimensions shown may vary slightly.
2. — indicates the limits of the units.
3. For the locations of this unit within the building see Sheets 5-9 in this exhibit.

MAY 22, 1980
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

EXHIBIT "G"

SHEET 10 OF 12

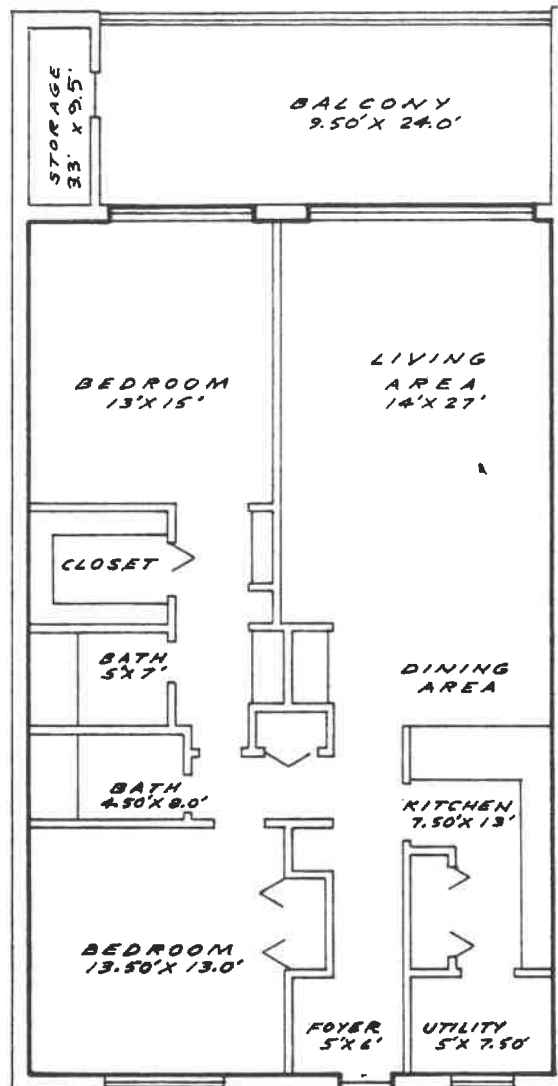
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THE FOUR SEASONS CONDOMINIUM

PHASE NINE



TYPICAL UNIT 'A'
SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. This unit plan is representational. The dimensions shown may vary slightly.
2. — indicates the limits of the units.
3. For the locations of this unit within the building see Sheets 5-9 in this exhibit.
4. In some units this plan may be reversed or mirrored image of the one shown.

MAY 22, 1980
ALLEN ENGINEERING, INC.,
COCOA BEACH, FLORIDA

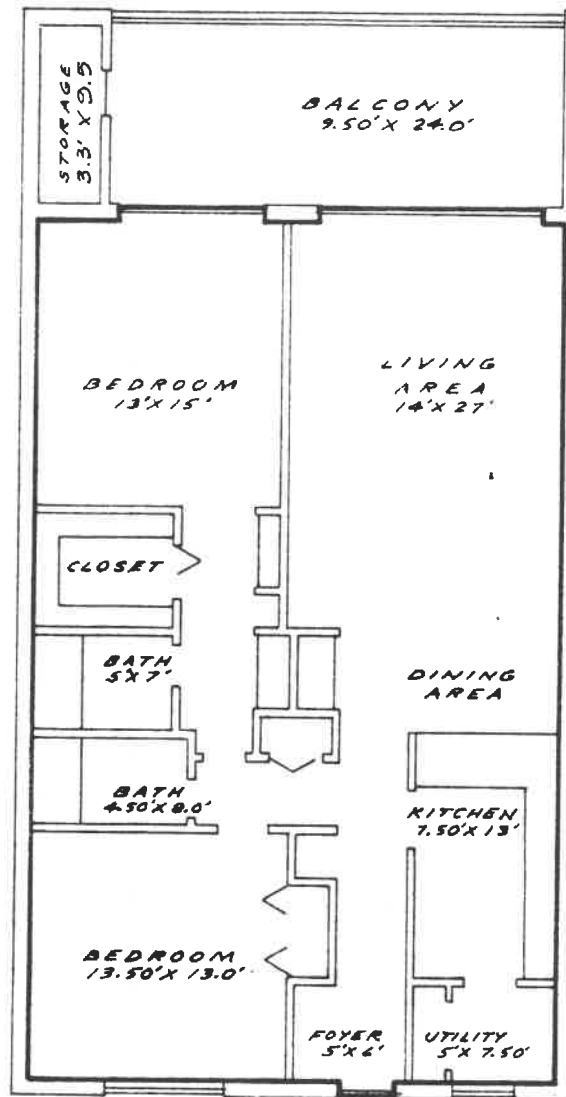
EXHIBIT 'G'

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SHEET 11 OF 12

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2235
OFF. REC.

THE FOUR SEASONS CONDOMINIUM

PHASE NINE



TYPICAL UNIT A-1

SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. This unit plan is representational. The dimensions shown may vary slightly.
2. — indicates the limits of the units.
3. For the locations of this unit within the building see Sheets 5-9 in this exhibit.
4. In some units this plan may be the reversed or mirrored image of the one shown.

RETURN TO:
Chicago Title Insurance Company
P. O. Box 1880
Merritt Island, Florida 32952
25068 DG

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, Page 574 as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 through 2080, and as further amended in Official Records Book 2220, Pages 26 through 36 of the Public Records of Brevard County, Florida, hereby amends and expands said Declaration above-described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO

together with improvements thereon, containing one apartment building having twelve (12) apartments and other appurtenant improvements more specifically described on Exhibit "J" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2012, Page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 and as further amended in Official Records Book 2220, Page 26, of the Public Records of Brevard County, Florida.

2241
OFF. REC.
WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2 and 3 in their entirety as follows:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of eight (8) pages, and Exhibit "E", consisting of six (6) pages, Exhibit "F" consisting of six (6) pages, Exhibit "G" consisting of ten (10) pages, Exhibit "H" consisting of ten (10) pages, Exhibit "I" consisting of six (6) pages, and Exhibit "J" consisting of six (6) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

ALLEN ENGINEERING, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 4 and 5, of Exhibit "A", Sheets 4 and 5 of Exhibit "E", Sheets 4 and 5 of Exhibit "F", Sheets 4 through 8 of Exhibit "G", Sheets 4 through 8 of Exhibit "H", Sheets 4 and 5 of Exhibit "I" and Sheets 4 and 5 of Exhibit "J" attached to this Declaration of Condominium.

It is anticipated that the condominium project will be expanded by the addition of two (2) two-story buildings containing a total of twenty-four (24) apartments and one (1) five-story building containing a total of thirty (30) apartments and other appurtenant improvements as hereinafter described which the Developer owns or adjacent property.

Phase Five shall consist of Building 5, which is described in detail in the surveys, graphic descriptions and plot contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Six shall consist of Building 6, which is described in detail in the surveys, graphic descriptions and plot contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 7 of Exhibit "B".

Phase Eight shall consist of Building 8, which is described in detail in the surveys, graphic descriptions and plot contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 7 of Exhibit "B".

All of the units in Phases Five and Six are two-bedroom, two-bath apartments. The building in Phase Eight contains five (5) three-bedroom, two-bath units, and twenty-five (25) two-bedroom, two-bath units.

Each unit owner will own an undivided one-one hundred twentieth (1/120) share in the common elements. When Phase Five is added, each unit owner will own an undivided one-hundred thirty-second (1/132) share in the common elements. When Phase Six is added, each unit owner will own an undivided one-hundred forty-fourth

(1/144) share in the common elements. When Phase Eight is added, each unit owner will own an undivided one-hundred seventy-fourth (1/174) share in the common elements.

The recreational areas and facilities to be owned as common elements by all unit owners are contained in Phases Three and Seven and are described in Exhibit "B", Exhibit "F" and Exhibit "J" attached hereto.

There shall be a total of one hundred twenty (120) votes to be cast. When Phase Five is added, there shall be a total of one hundred thirty-two (132) votes to be cast. When Phase Six is added, there shall be a total of one hundred forty-four (144) votes to be cast. When Phase Eight is added, there shall be a total of one hundred seventy-four (174) votes to be cast.

The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If any phase is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add said phase, but shall be as provided in this paragraph.

The occupants of Phases Five, Six and Eight shall have a non-exclusive easement to the recreational facilities in Phase Three and Seven until those phases are added to the condominium property. In the event Phases Five, Six and Eight, or any phase contained therein, are not added, all unit owners shall continue to have a non-exclusive easement with the occupants until that phase is added. The Developer or the Association after turnover shall charge the occupants of any phase that has not been added a reasonable fee for the use of the recreational facilities in Phases Three and Seven to defray the expense of maintenance and upkeep of said facilities until such time as that phase is added. The failure of any occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The occupants of any phase that has not been added to the condominium property shall have a non-exclusive easement to the walks, terraces, paved driveways and other common property from and to the river and public highway bounding the condominium complex with all the unit owners.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phases One, Two, Three, Four, Seven, Nine and Ten. It is anticipated that all units will be completed by July, 1980.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/108 and substituting 1/120 therefore throughout Article III.

WONDER DEVELOPMENT CORPORATION, a Florida Corporation, amends Article IV Paragraph Two, of the Declaration of Condominium, by deleting the last sentence and substituting therefore:

"In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "E" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "F" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and thirty (30) garages numbered one (1) through thirty (30) inclusive the boundaries of which are more specifically shown in Exhibit "G" attached hereto; forty (40) parking spaces numbered one (1) through forty (40) inclusive, and thirty (30) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "H" attached hereto; thirty-eight (38) parking spaces numbered one (1) through thirty-eight (38) inclusive, the boundaries of which are more specifically shown in Exhibit "I" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "J" attached hereto; which the Developer reserves the right to designate for the exclusive use of the individual unit owners, which said parking spaces and garages are hereby made limited common elements."

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration of Condominium by deleting one-one hundred eight (1/108) from paragraph two and substituting one-one hundred twenty (1/120) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VII of the Declaration of Condominium by deleting (1/108) from paragraph one and substituting (1/120) therefor and by deleting eighty-one (81) from paragraph three and substituting ninety (90) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VIII of the Declaration of Condominium by deleting eighty-one (81) from paragraph (F) and substituting ninety (90) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting (1/108) from paragraph four and substituting (1/120) therefor.

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

Each owner shall be entitled to a distributive share of 1/120."

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 16 day of June, 1980.

Signed, sealed and delivered
In the presence of:

WONDER DEVELOPMENT CORPORATION

Wm Sudington
ERM

By:

R. S. Gray

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me, and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporate seal of said corporation.

WITNESS my hand and official seal at in the county and state last aforesaid, this the 16 day of June, 1980..

Wm Sudington
Notary Public State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 18 1982
BONDED THRU GENERAL INS. UNDERWRITERS

NOTARY
PUBLIC

SURVEYOR'S CERTIFICATE

FOR

THE FOUR SEASONS,

A CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

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

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHOWN AND DESCRIBED IN THE ATTACHED EXHIBIT "J" IS NOT SUBSTANTIALLY COMPLETE; HOWEVER, BUILDING SEVEN AND GARAGE D ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "J", TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING THE FOUR SEASONS, A CONDOMINIUM, PHASE SEVEN, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. I FURTHER CERTIFY THAT ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNIT AND COMMON ELEMENT FACILITIES SERVING BUILDING SEVEN AND GARAGE D AS SET FORTH IN THE DECLARATION OF CONDOMINIUM HAVE BEEN SUBSTANTIALLY COMPLETED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 11TH DAY OF JUNE, 1980 A.D.

ALLEN ENGINEERING, INC.

BY

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 11TH
DAY OF JUNE, 1980 A.D.

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

EXHIBIT "J"

SHEET 1 OF 7

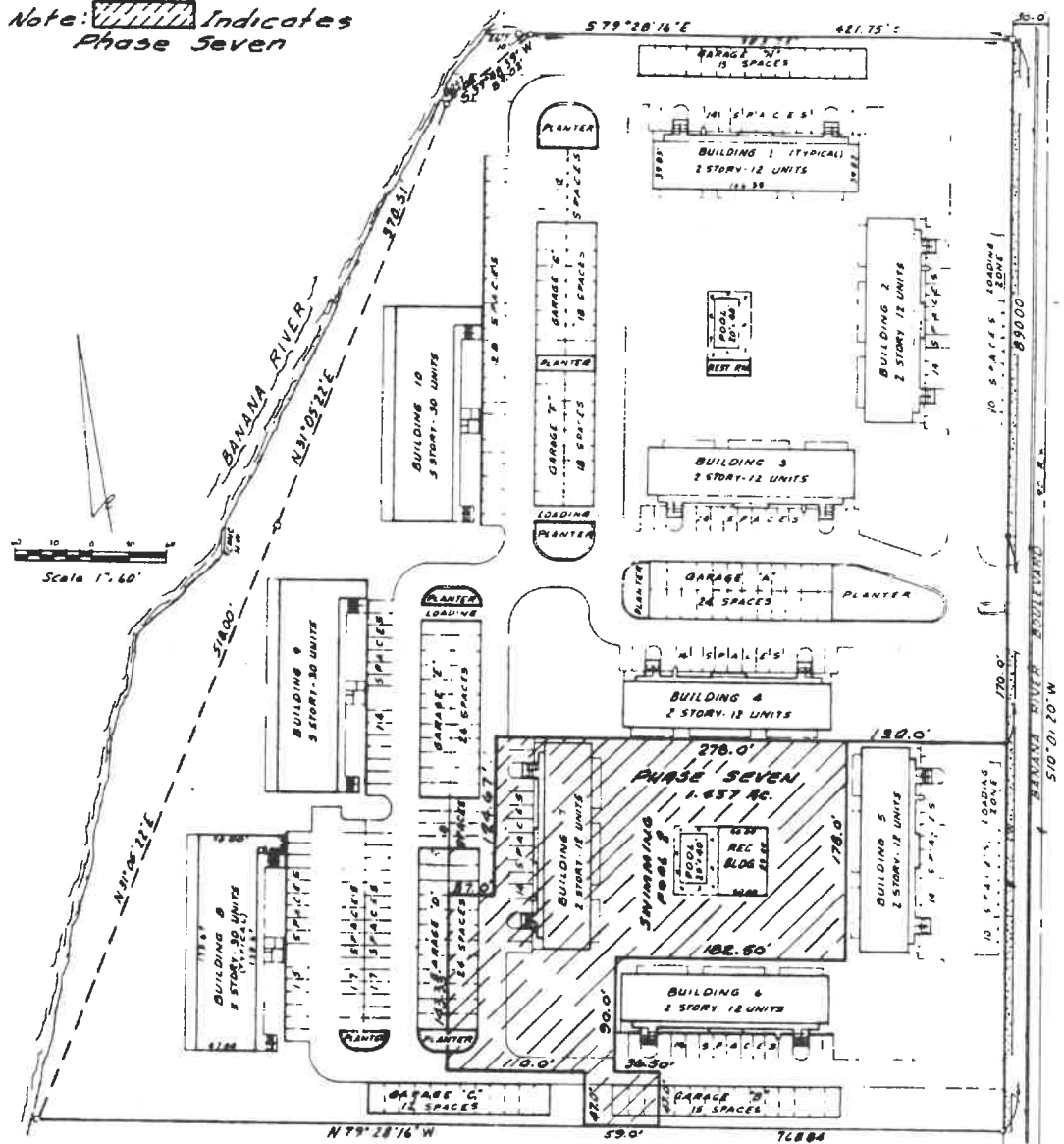
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FOUR SEASONS CONDOMINIUM
PHASE SEVEN
GRAPHIC PLOT PLAN OF FOUR SEASONS CONDOMINIUM

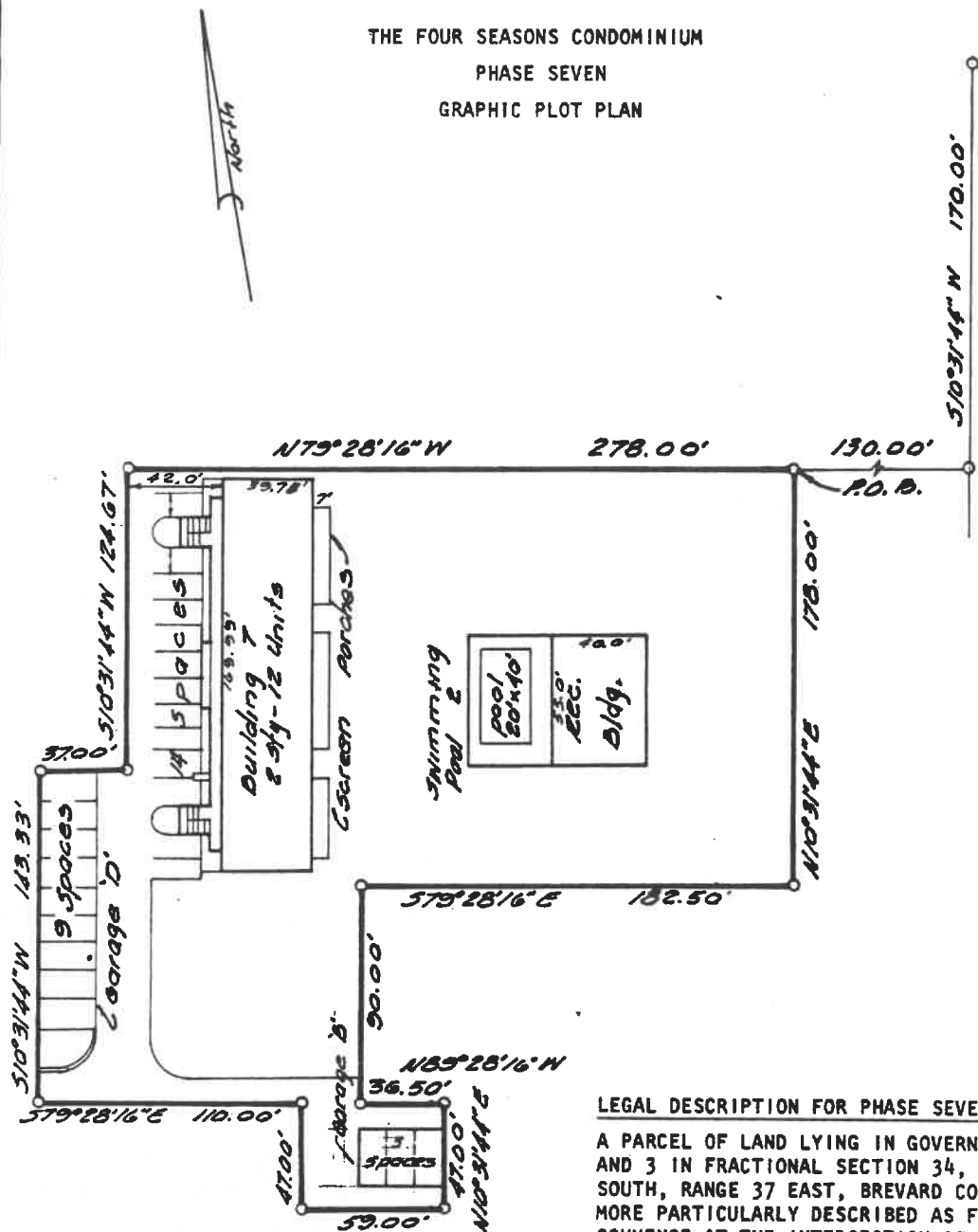
Note:  Indicates Phase Seven



SURVEYOR'S NOTES:

1. THERE EXISTS A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVEWAYS SHOWN WITHIN PHASES ONE THRU TEN FOR INGRESS AND EGRESS PURPOSES FOR THE OWNERS WITHIN THIS DEVELOPMENT.
2. SEE SHEET 4 IN EXHIBIT "A" FOR THE SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN OF PHASE SEVEN
3. SWIMMING POOL #2 AND RECREATION BUILDING IN PHASE SEVEN ARE PROPOSED.

THE FOUR SEASONS CONDOMINIUM
PHASE SEVEN
GRAPHIC PLOT PLAN



LEGAL DESCRIPTION FOR PHASE SEVEN:

A PARCEL OF LAND LYING IN GOVERNMENT LOT AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP SOUTH, RANGE 37 EAST, BREVARD COUNTY, FL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORD BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY, THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD: THENCE RUN $S10^{\circ}31'44''W$ FOR 170.00 FEET: THENCE RUN $N79^{\circ}28'16''W$ FOR 130.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE $N79^{\circ}28'16''W$ FOR 278.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 143.33 FEET: THENCE RUN $N79^{\circ}28'16''W$ FOR 37.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 178.00 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 110.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 47.00 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 59.00 FEET: THENCE RUN $N10^{\circ}31'44''E$ FOR 47.00 FEET: THENCE RUN $N89^{\circ}28'16''W$ FOR 36.50 FEET: THENCE RUN $N10^{\circ}31'44''E$ FOR 90.00 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 182.50 FEET: THENCE RUN $S10^{\circ}31'44''E$ FOR 170.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.519 ACRES MORE OR LESS.

CERTIFICATION:

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

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

JUNE 14, 1979
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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224 EXHIBIT "5"

2172

SHEET 3 OF 6

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BANANA RIVER BLVD. (D.D. 1979)

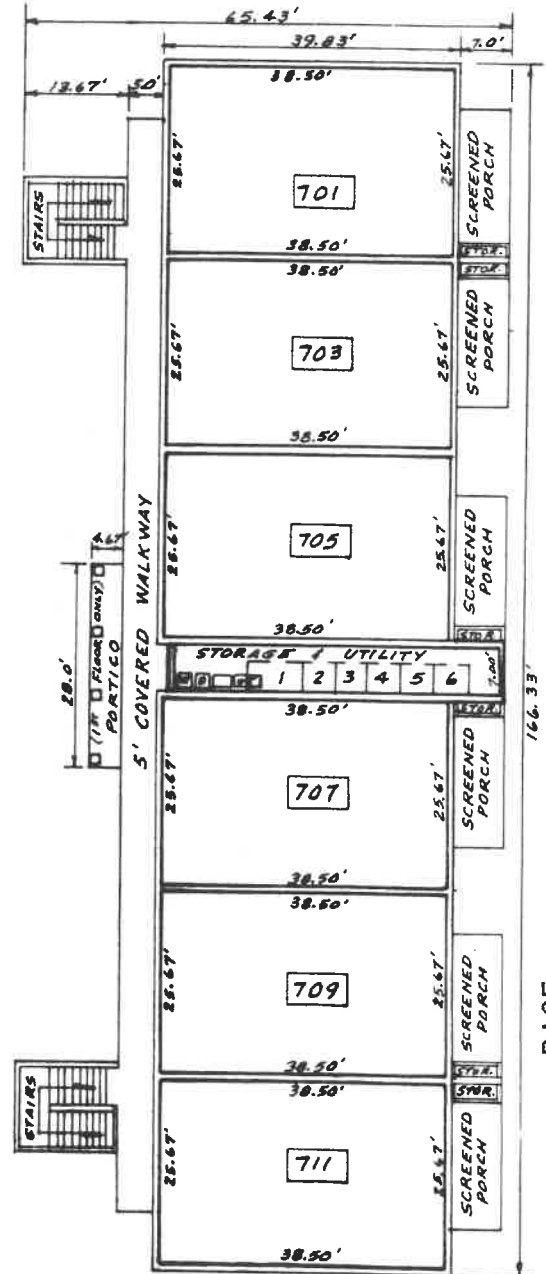
THE FOUR SEASONS CONDOMINIUM
PHASE SEVEN

BUILDING NO. 7
PROPOSED FLOOR PLAN
1ST FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.47 FEET.
3. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 13.47 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [701] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

JUNE 14, 1979

EXHIBIT "J"

SHEET 4 OF 6

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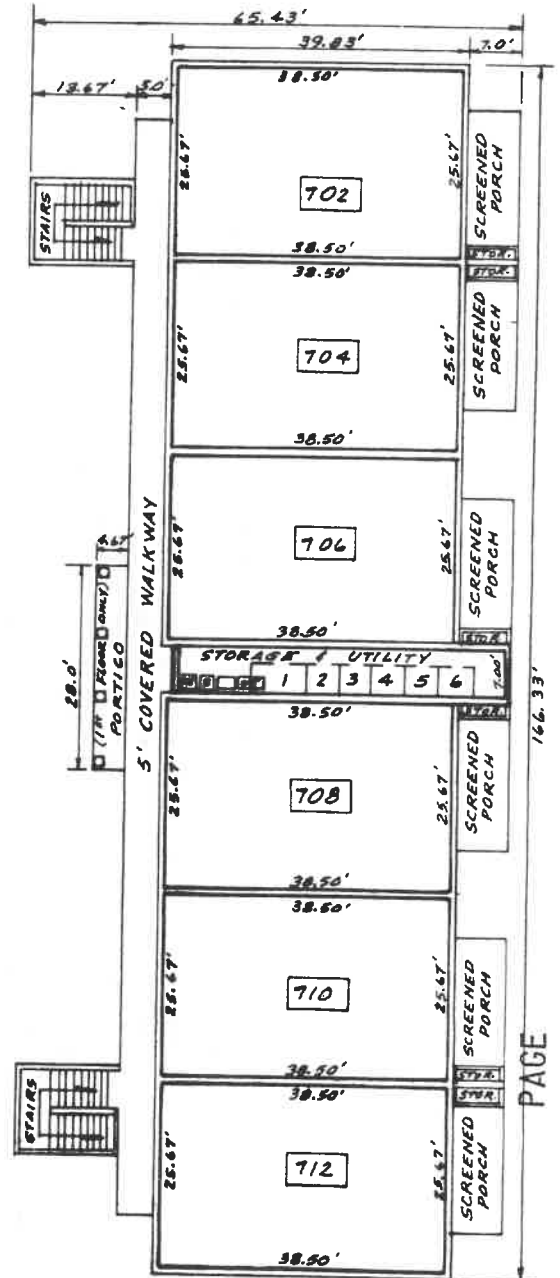
THE FOUR SEASONS CONDOMINIUM
PHASE SEVEN

BUILDING NO. 7
PROPOSED FLOOR PLAN
2ND FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.97 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.97 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. **702** INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 6 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.
11. THIS FLOOR PLAN IS CONCEPTUAL. ALL IMPROVEMENTS SHOWN ARE PROPOSED.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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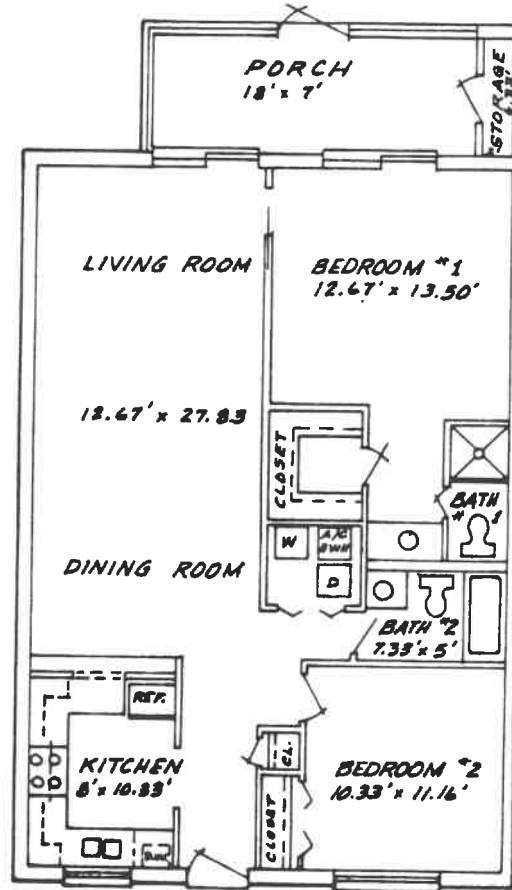
JUNE 14, 1979

EXHIBIT "J"

SHEET 5 OF 142

THE FOUR SEASONS CONDOMINIUM
PHASE SEVEN

BUILDING NO. 7



TYPICAL FLOOR PLAN
Scale: 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS FLOOR PLAN REFERS TO NOTE 10 ON SHEETS 4 & 5 IN EXHIBIT "A".
2. THIS FLOOR PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

JUNE 14, 1979

EXHIBIT "J"

SHEET 6 OF 6

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AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Page 2070, as amended in Official Records Book 2220, Page 26, and as further amended in Official Records Book 2241, Page 2165, Public Records of Brevard County, Florida, hereby amends said Declaration above described as follows:

Article XI as recorded in the Declaration of Condominium is hereby amended to permit an owner of an apartment to attach to the exterior of the apartment building and install a standard screen door, with the approval of the Association; however, each apartment owner shall be liable for the expense of any maintenance of said screen door. No owner of an apartment shall be permitted to attach and install a screen door in the event it is deemed not a standard screen door by the Association.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 20th day of October, 1980.

Signed, sealed and delivered
in the presence of:

WONDER DEVELOPMENT CORPORATION

Donna M. Waniewski
Cynthia J. Mosley

By [Signature]

STATE OF FLORIDA)
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporate seal of said corporation.

WITNESS my hand and official seal at Cocoa Beach, Brevard County, Florida, this 20th day of October, 1980.

Cynthia J. Mosley
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 7 1984
DONNA M. WANIEWSKI, ESQUIRE

THIS INSTRUMENT WAS PREPARED BY

Donna Ylancu
P.O. Box 757, Cocoa Beach, FL

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium, Article XIII, establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Page 2070, as amended in Official Records Book 2220, Page 26, and as further amended in Official Records Book 2241, Page 2165, Public Records of Brevard County, Florida, hereby amends said Declaration above described as follows:

Article X as recorded in the Declaration of Condominium is hereby amended to include the following paragraph:

(n) No apartment owner shall permit nor allow, nor cause to be committed nor maintained in and around the garage assigned to each owner as a limited common element any nuisance and/or fire hazard, and each owner further agrees to keep the garage in a clean and sanitary condition. Use of the garage is restricted for parking of owner's automobile, storage and for other reasonable purposes for which a garage may generally be employed. No garage may be used for any other purposes, including but not limited to living and sleeping quarters without the express written consent of the association.

IN WITNESS WHEREOF, the above stated developer has caused these presents to be signed and sealed this 1st day of November, 1980.

Signed, sealed and delivered
in the presence of:

WONDER DEVELOPMENT CORPORATION

Edward M. Kancowski
Cynthia J. Macie

STATE OF FLORIDA
COUNTY OF BREVARD

By *R. Steve Gray*

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporate seal of said corporation.

WITNESS my hand and official seal at Cocoa Beach, Brevard County, Florida, this 1st day of November, 1980.

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2264

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Edward M. Kancowski
Notary Public, State of Florida
My commission expires: June 11, 1983

THIS INSTRUMENT WAS PREPARED BY:

M. KIRSCHENBAUM

505 NORTH ATLANTIC AVE
COCOA BEACH, FLORIDA

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing THE FOUR SEASONS A CONDOMINIUM, recorded in Official Records Book 2012, Page 574 as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 through 2080, and as further amended in Official Records Book 2220, Pages 26 through 36 and as further amended in Official Records Book 2241, Page 2165, of the Public Records of Brevard County, Florida, hereby amends and expands said Declaration above-described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO

together with improvements thereon, containing one apartment building having twelve (12) apartments and other appurtenant improvements more specifically described on Exhibit "K" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2012, Page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 and as further amended in Official Records Book 2220, Page 26, and as further amended in Official Records Book 2241, Page 2165, of the Public Records of Brevard County, Florida.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2 and 3 in their entirety as follows:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of eight (8) pages, and Exhibit "E", consisting of six (6) pages, Exhibit "F" consisting of six (6) pages, Exhibit "G" consisting of ten (10) pages, Exhibit "H" consisting of ten (10) pages, Exhibit "I" consisting of six (6) pages, Exhibit "J" consisting of six (6) pages, and Exhibit

"K" consisting of 7 pages are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

ALLEN ENGINEERING, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 4 and 5 of Exhibit "A", Sheets 4 and 5 of Exhibit "E", Sheets 4 and 5 of Exhibit "F", Sheets 4 through 8 of Exhibit "G", Sheets 4 through 8 of Exhibit "H", Sheets 4 and 5 of Exhibit "I", Sheets 4 and 5 of Exhibit "J" and Sheets 5 and 6 of Exhibit "K" attached to this Declaration of Condominium.

It is anticipated that the condominium project will be expanded by the addition of one (1) two-story building containing a total of twelve (12) apartments and one (1) five-story building containing a total of thirty (30) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property.

Phase Five shall consist of Building 5, which is described in detail in the surveys, graphic descriptions and plot contained in Exhibit "B" attached hereto. The property upon which Phase Five is located is more particularly described on Sheet 6 of Exhibit "B".

Phase Eight shall consist of Building 8, which is described in detail in the surveys, graphic descriptions and plot contained in Exhibit "B" attached hereto. The property upon which Phase Eight is located is more particularly described on Sheet 7 of Exhibit "B".

The Building in Phase Eight contains five (5) three-bedroom, two-bath units and twenty-five (25) two-bedroom, two-bath units.

Each unit owner will own an undivided one-one hundred thirty-second (1/132) share in the common elements. When Phase Five is added, each unit owner will own an undivided one-hundred forty-fourth (1/144) share in the common elements. When Phase Eight is added, each unit owner will own an undivided one-hundred seventy-fourth (1/174) share in the common elements.

The recreational areas and facilities to be owned as common elements by all unit owners are contained in Phases Three and Seven and are described in Exhibits "B", Exhibit "F" and Exhibit "J" attached hereto.

There shall be a total of one hundred thirty-two (132) votes to be cast. When Phase Five is added, there shall be a total of one hundred forty-four (144) votes to be cast. When Phase Eight is added, there shall be a total of one hundred seventy-four (174) votes to be cast.

The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If any phase is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add said phase but shall be as provided in this paragraph.

The occupants of Phases Five and Eight shall have a non-exclusive easement to the recreational facilities in Phase Three and Seven until those phases are added to the condominium property. In the event Phases Five and Eight, or any phases contained therein, are not added, all unit owners shall continue to have a non-exclusive easement with the occupants until that phase is added. The Developer or the Association after turnover shall charge the occupants of any phase that has not been added a reasonable fee for the use of the recreational facilities in Phase Three and Seven to defray the expense of maintenance and upkeep of said facilities until such time as that phase is added. The failure of any occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The occupants of any phase that has not been added to the condominium property shall have a non-exclusive easement to the walks, terraces, paved driveways and other common property from and to the river and public highway bounding the condominium complex with all the unit owners.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phases One, Two, Three, Four, Six, Seven, Nine and Ten. It is anticipated that all units will be completed by June, 1981.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/120 and substituting 1/132 throughout Article III.

WONDER DEVELOPMENT CORPORATION, a Florida Corporation, amends Article IV, Paragraph Two, of the Declaration of Condominium, by deleting the last sentence and substituting therefore:

"In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "E" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "F" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and thirty (30) garages numbered one (1) through thirty (30) inclusive the boundaries of which are more specifically shown in Exhibit "G" attached hereto; forty (40) parking spaces numbered one (1) through forty (40) inclusive, and eighteen (18) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "H" attached hereto; thirty-eight (38) parking spaces numbered one (1) through thirty-eight (38) inclusive, the boundaries of which are more specifically shown in Exhibit "I" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "J" attached hereto; Fourteen (14) parking spaces numbered 1-14 and twelve (12) garages numbered 1-12, the boundaries of which are more specifically shown in Exhibit "K" attached hereto; which the Developer reserves the right to designate for the exclusive use of the individual unit owners, which said parking spaces and garages are hereby made limited common elements."

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration of Condominium by deleting one-one hundred twentieth (1/120) from paragraph two and substituting one-one hundred thirty-second (1/132) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VII of the Declaration of Condominium by deleting (1/120) from paragraph one and substituting (1/132) therefor and by deleting ninety (90) from paragraph three and substituting ninety nine (99) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VIII of the Declaration of Condominium by deleting ninety (90) from paragraph (F) and substituting ninety nine (99) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting (1/120) from paragraph four and substituting (1/132) therefor.

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

Each owner shall be entitled to a distributive share of 1/132."

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 3rd day of January, 1989. (ones)

Signed, sealed and delivered
In the presence of:

WONDER DEVELOPMENT CORPORATION

Monica M. Stancowski

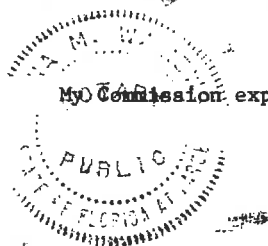
By: [Signature]

Cynthia J. Maist

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me, and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporate seal of said corporation.

WITNESS my hand and official seal at in the county and state last aforesaid this the 20th day of January, 1980. ^{51 (over)}



Monica M. Stancowski
Notary Public State of Florida

SURVEYOR'S CERTIFICATE
FOR
THE FOUR SEASONS CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

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

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


IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 16TH DAY OF JANUARY, 1981 A.D.

ALLEN ENGINEERING, INC.

BY: 

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 16TH
DAY OF JANUARY, 1981 A.D.


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

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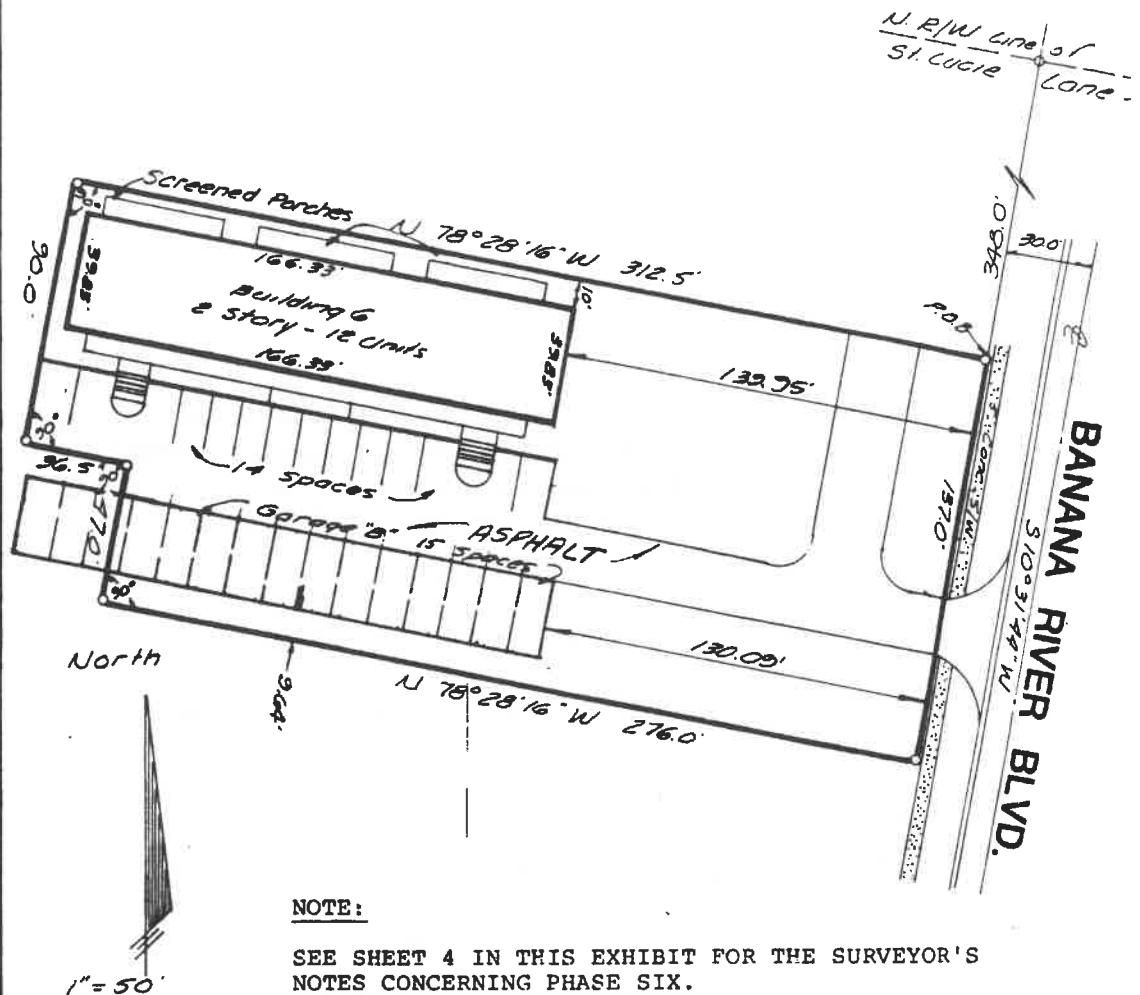
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EXHIBIT 'K' 2759

SHEET 1

151

THE FOUR SEASONS CONDOMINIUM



NOTE:

SEE SHEET 4 IN THIS EXHIBIT FOR THE SURVEYOR'S NOTES CONCERNING PHASE SIX.

LEGAL DESCRIPTION FOR PHASE SIX:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORD OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN $S10^{\circ}31'44\"W$ ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 348.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE $S10^{\circ}31'44\"W$ FOR 137.00 FEET; THENCE RUN $N79^{\circ}28'16\"W$ FOR 276.00 FEET; THENCE RUN $N10^{\circ}31'44\"E$ FOR 47 FEET; THENCE RUN $N79^{\circ}28'16\"W$ FOR 36.50 FEET; THENCE RUN $N10^{\circ}31'44\"E$ FOR 90 FEET; THENCE RUN $S79^{\circ}28'16\"E$ FOR 312.5 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.944 ACRES MORE OR LESS.

CERTIFICATION

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

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

ALLEN ENGINEERING, INC.
COCA BEACH, FLORIDA
JANUARY 16, 1981

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EXHIBIT "K"

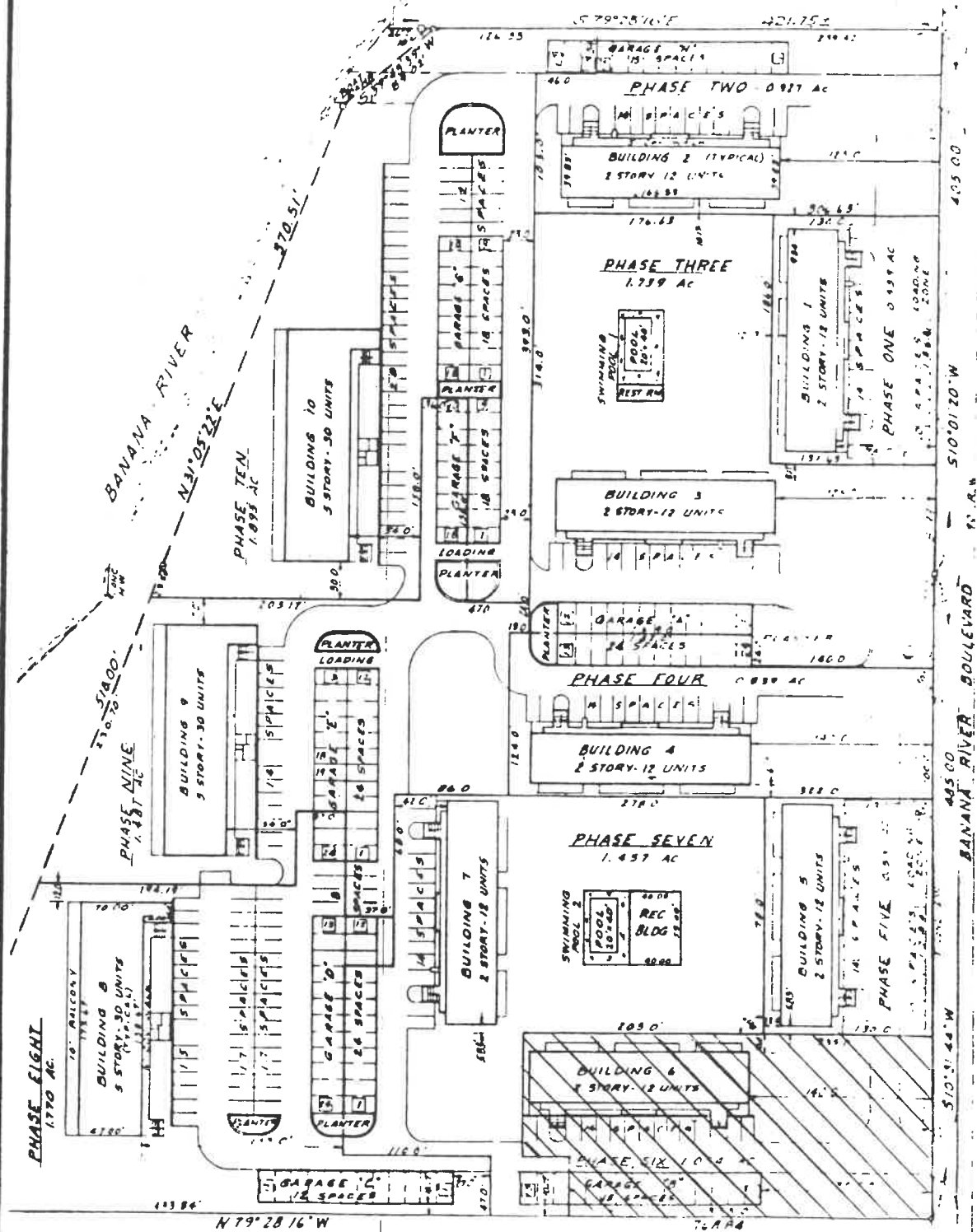
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SHEET 2 152

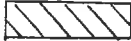
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THE FOUR SEASONS CONDOMINIUM



SURVEYOR'S NOTES:

1. There exists a non-exclusive easement over and across the paved driveways shown within Phases One thru Ten for ingress and egress purposes for the owners within this development.
2. See sheet 4 in Exhibit "B" for the Surveyor's Notes concerning the Graphic plot plan of Phase Six, Planned Improvements
3.  Indicates Phase Six.

JANUARY 16, 1981
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA

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EXHIBIT "K"

PAGE
2761

SHEET 3

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FOUR SEASONS CONDOMINIUM

PHASE SIX

SURVEYOR'S NOTES FOR THE GRAPHIC PLOT PLAN:

1. PHASE SIX CONTAINS BUILDING SIX, A TWO STORY MULTI-FAMILY BUILDING APPROXIMATELY 26 FEET IN HEIGHT CONTAINING 12 UNITS.
2. THE SCREEN PORCHES AND BALCONIES SHOWN ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE ADJACENT UNIT.
3. PHASE SIX CONTAINS 12 GARAGE SPACES LOCATED IN GARAGE "B" AS SHOWN ON THE GRAPHIC PLOT PLAN. THESE SPACES ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
4. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. THE BALANCE OF IMPROVEMENTS IN PHASE SIX CONSIST OF DRIVEWAYS, WALKWAYS, PARKING AND OPEN AREAS.
6. THIS GRAPHIC PLOT PLAN WAS TAKEN FROM A FIELD SURVEY AND PREPARED UNDER THE DIRECTION OF JOHN R. CAMPBELL, P.L.S. STATE OF FLORIDA, #2351.

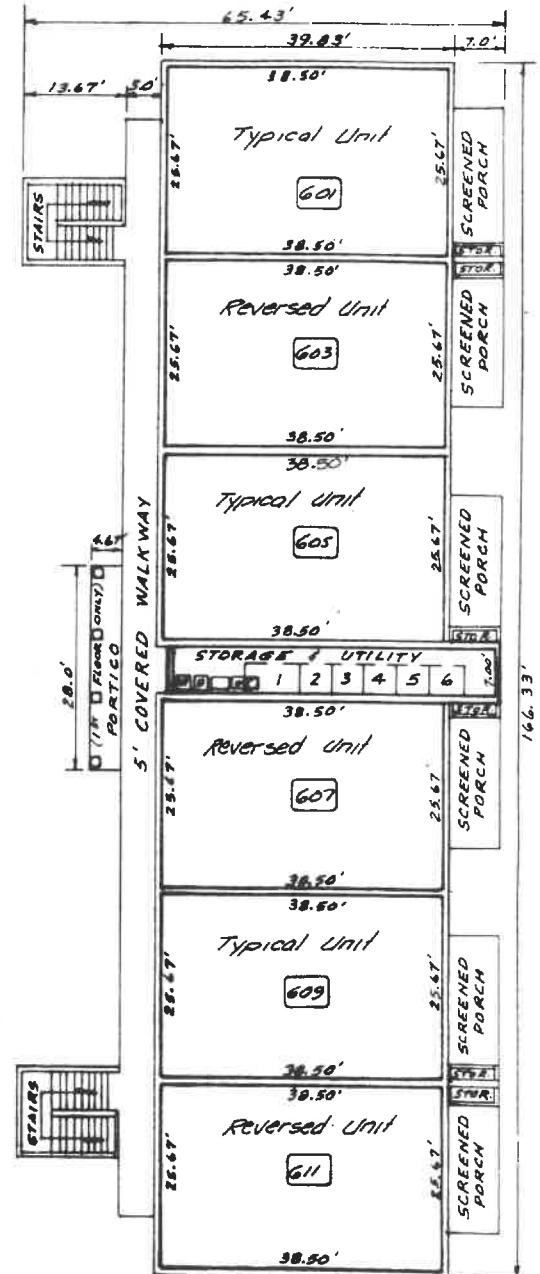
THE FOUR SEASONS CONDOMINIUM

BUILDING NO. 6
FLOOR PLAN
1ST FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.47 FEET.
3. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 15.47 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [101] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 4 OF 4 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JANUARY 16, 1981

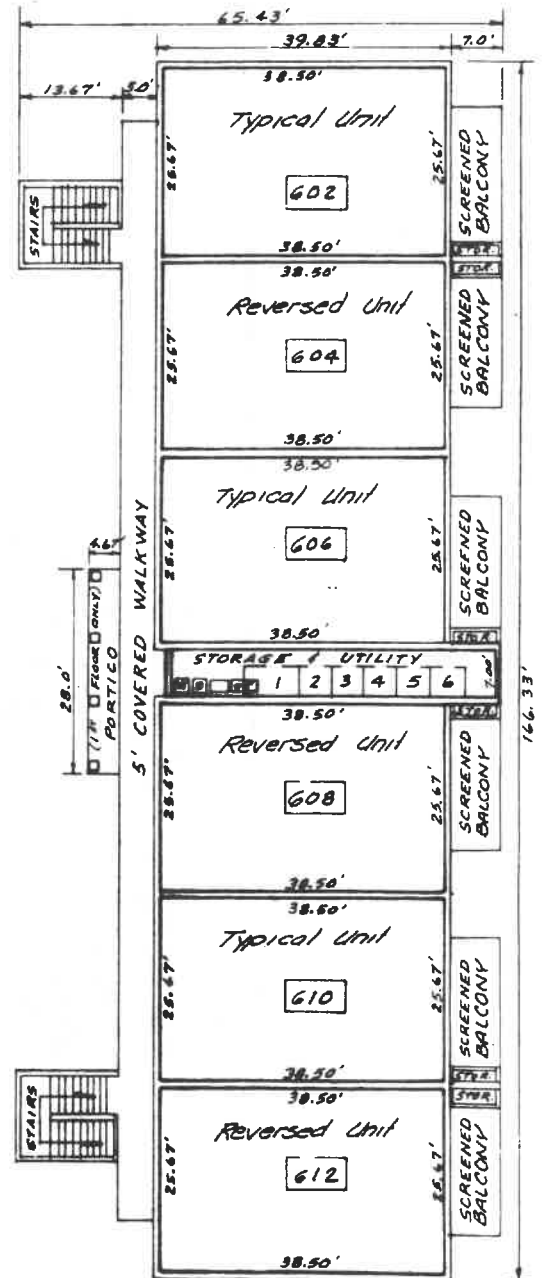
THE FOUR SEASONS CONDOMINIUM

BUILDING NO. 6
FLOOR PLAN
2ND FLOOR

SCALE: 1" = 20'

SURVEYOR'S NOTES:

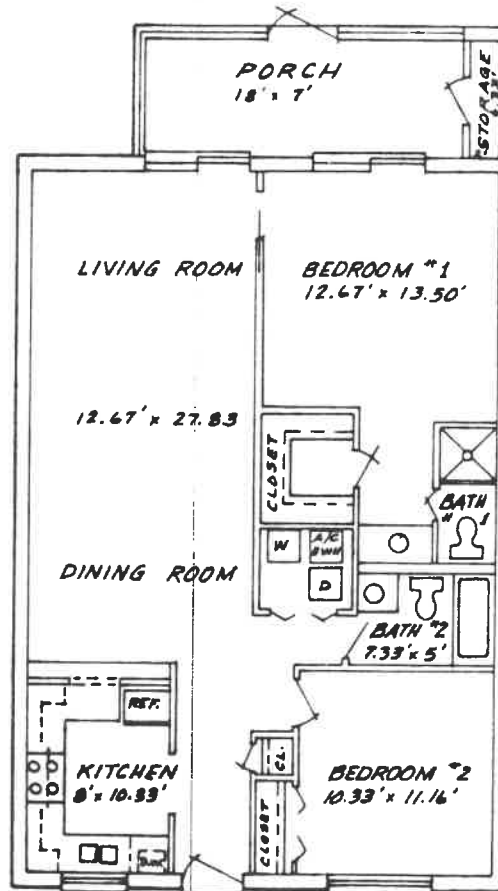
1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.97 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.97 FEET.
4. THE SCREENED BALCONIES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. **[101]** INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET 4 OF 6 FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JANUARY 16, 1981

THE FOUR SEASONS CONDOMINIUM

BUILDING NO. 6



TYPICAL FLOOR PLAN

Scale: 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS FLOOR PLAN REFERS TO NOTE 10 ON SHEETS 4 & 5 IN EXHIBIT "A".
2. THE UNIT PLAN SHOWN IS REPRESENTATIONAL OF THE UNITS, THE DIMENSIONS MAY VARY SLIGHTLY.
3. THE UNIT SHOWN MAY BE REVERSED OR MIRRORED IN SOME UNITS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
JANUARY 16, 1988

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EXHIBIT K "2765"

SHEET 7

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AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, Page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 through 2080, and as further amended in Official Records Book 2220, Pages 26 through 36 and as further amended in Official Records Book 2241, Page 2165, of the Public Records of Brevard County, Florida, hereby amends the Amendment to Declaration of Condominium recorded in Official Records Book 2277, Page 2754, to correct a scrivener's error as follows:

The third paragraph of the first page of the Amendment is deleted in its entirety and the following paragraph is substituted therefor:

"WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2, and 3 in their entirety and substituting therefore the following:"

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 30th day of January, 1981.

Signed sealed and delivered
in the presence of:

Donna M. Waniewski
Cynthia J. Mowat

WONDER DEVELOPMENT CORPORATION
By: R. Steve Gray
R. Steve Gray, President

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida Corporation, known to me to be the President of said corporation, and he acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal this 30th day of January, 1981.

My Commission Expires:

3-7-84

Cynthia J. Mowat
Notary Public

Ref: 101

ph 548

AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, Page 574 as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 through 2080, and as further amended in Official Records Book 2220, Pages 26 through 36, as further amended in Official Records Book 2241, Page 2165 and as further amended in Official Records Book 2277, Page 2754, of the Public Records of Brevard County, Florida, hereby amends and expands said Declaration above-described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO

together with improvements thereon, containing one apartment building having thirty (30) apartments and other appurtenant improvements more specifically described on Exhibit "L" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2012, Page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 and as further amended in Official Records Book 2220, Page 26, as further amended in Official Records Book 2241, Page 2165, and as further amended in Official Records Book 2277, Page 2754, of the Public Records of Brevard County, Florida.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2 and 3 in their entirety and substituting therefor the following:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of eight (8) pages, and Exhibit "E", consisting of six (6) pages, Exhibit "F" consisting of six (6) pages, Exhibit "G" consisting of ten (10) pages, Exhibit "H" consisting of ten (10) pages, Exhibit "I" consisting of six (6) pages, Exhibit "J" consisting of six (6) pages, Exhibit

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"K" consisting of seven (7) pages, and Exhibit "L" consisting of thirteen (13) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

ALLEN ENGINEERING, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 4 and 5, of Exhibit "A", Sheets 4 and 5 of Exhibit "E", Sheets 4 and 5 of Exhibit "F", Sheets 4 through 8 of Exhibit "G", Sheets 4 through 8 of Exhibit "H", Sheets 4 and 5 of Exhibit "I", Sheets 4 and 5 of Exhibit "J", Sheets 5 and 6 of Exhibit "K", and Sheets 5 through 8 of Exhibit "L" attached to this Declaration of Condominium.

It is anticipated that the condominium project will be expanded by the addition of one (1) two-story building containing a total of twelve (12) apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property.

Phase Five shall consist of Building 5, which is described in detail in the surveys, graphic descriptions and plot contained in Exhibit "B" attached hereto. The property upon which Phase Eight is located is more particularly described on Sheet 7 of Exhibit "B".

The Building in Phase Five contains twelve (12) two-bedroom, two-bath units.

Each unit owner will own an undivided one-one hundred sixty-second (1/162) share in the common elements. When Phase Five is added, each unit owner will own an undivided one-hundred seventy-fourth (1/174) share in the common elements.

The recreational areas and facilities to be owned as common elements by all unit owners are contained in Phases Three and Seven and are described in Exhibit "B", Exhibit "F" and Exhibit "J" attached hereto.

There shall be a total of one hundred sixty-two (162) votes to be cast. When Phase Five is added, there shall be a total of one hundred seventy-four (174) votes to be cast.

The owner of each condominium unit shall be entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If phase five is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add said phase, but shall be as provided in this paragraph.

The occupants of Phase Five shall have a non-exclusive easement to the recreational facilities in Phase Three and Seven until that phase is added to the condominium property. In the event Phase Five, is not added, all occupants of Phase Five shall continue to have a non-exclusive easement with the unit owners until that phase is added. The Developer or the Association after turnover shall charge the occupants of Phase Five a reasonable fee for the use of the recreational facilities in Phases Three and Seven to defray the expense of maintenance and upkeep of said facilities until such time as that phase is added. The failure of any occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current. The occupants of Phase Five shall have a non-exclusive easement to the walks, terraces, paved driveways and other common property from and to the river and public highway bounding the condominium complex with all the unit owners until that phase is added.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phases One, Two, Three, Four, Six, Seven, Eight, Nine and Ten. It is anticipated that all units will be completed by June, 1981.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/132 and substituting 1/162 therefore throughout Article III.

WONDER DEVELOPMENT CORPORATION, a Florida Corporation, amends Article IV, Paragraph Two, of the Declaration of Condominium, by deleting the last sentence and substituting therefore:

"In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "E" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the

boundaries of which are more specifically shown in Exhibit "F" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and thirty (30) garages numbered one (1) through thirty (30) inclusive the boundaries of which are more specifically shown in Exhibit "G" attached hereto; forty (40) parking spaces numbered one (1) through forty (40) inclusive, and thirty (30) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "H" attached hereto; thirty-eight (38) parking spaces numbered one (1) through thirty-eight (38) inclusive, the boundaries of which are more specifically shown in Exhibit "I" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "J" attached hereto; Fourteen (14) parking spaces numbered 1-14 and fifteen (15) garages numbered 1-15, the boundaries of which are more specifically shown in Exhibit "K" attached hereto; fifty-three (54) parking spaces numbered 1-53 and thirty (30) garages numbered 1-30, the boundaries of which are more specifically shown in Exhibit "L" attached hereto; which the Developer reserves the right to designate for the exclusive use of the individual unit owners, which said parking spaces and garages are hereby made limited common elements."

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration of Condominium by deleting one-one hundred thirty-second (1/132) from paragraph two and substituting one-one hundred sixty-second (1/162) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VII of the Declaration of Condominium by deleting (1/132) from paragraph one and substituting (1/162) therefor and by deleting ninety-nine (99) from paragraph three and substituting one-hundred twenty-two (122) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VIII of the Declaration of Condominium by deleting ninety-nine (99) from paragraph (F) and substituting one-hundred twenty-two (122) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting (1/132) from paragraph four and substituting (1/162) therefor.

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

Each owner shall be entitled to a distributive share of 1/162."

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 3rd day of March, 1981.

Signed, sealed and delivered
In the presence of:

WONDER DEVELOPMENT CORPORATION

Cynthia J. Hanks
Sharon K. Cannon

By:

R. Steve Gray

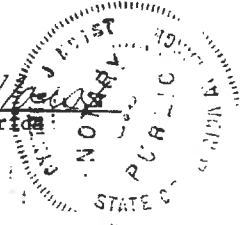
STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me, and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporate seal of said corporation.

WITNESS my hand and official seal at in the county and state last aforesaid, this the 3rd day of March, 1981.

My Commission expires: 3-7-84

Cynthia J. Hanks
Notary Public State of Florida



LEGAL DESCRIPTION FOR PHASE EIGHT:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34 TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD: THENCE RUN $S10^{\circ}31'44''W$ ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 485.00 FEET: THENCE RUN $N79^{\circ}28'16''W$ FOR 335.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE $N79^{\circ}28'16''W$ FOR 433.84 FEET TO A POINT ON THE BULKHEAD LINE SHOWN IN BULKHEAD BOOK ZERO AT PAGE 125A OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA: THENCE RUN $N31^{\circ}05'20''E$ ALONG SAID BULKHEAD LINE FOR 263.81 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 194.19 FEET: THENCE RUN $N10^{\circ}31'44''E$ FOR 56.33 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 37.00 FEET: THENCE RUN $S10^{\circ}31'44''E$ FOR 76.33 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 37.00 FEET: THENCE RUN $S10^{\circ}31'44''E$ FOR 36.67 FEET: THENCE RUN $N79^{\circ}28'16''W$ FOR 37.00 FEET: THENCE RUN $S10^{\circ}31'44''E$ FOR 143.33: THENCE RUN $S79^{\circ}28'16''E$ FOR 110.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 47.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.771 ACRES MORE OR LESS.

SURVEYOR'S CERTIFICATE
FOR
FOUR SEASONS CONDOMINIUM


STATE OF FLORIDA
COUNTY OF BREVARD

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

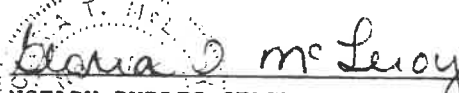
I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING FOUR SEASONS CONDOMINIUM,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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 6TH DAY OF FEBRUARY, 1981 A.D.

ALLEN ENGINEERING, INC.

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 6TH
DAY OF FEBRUARY, 1981 A.D.


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

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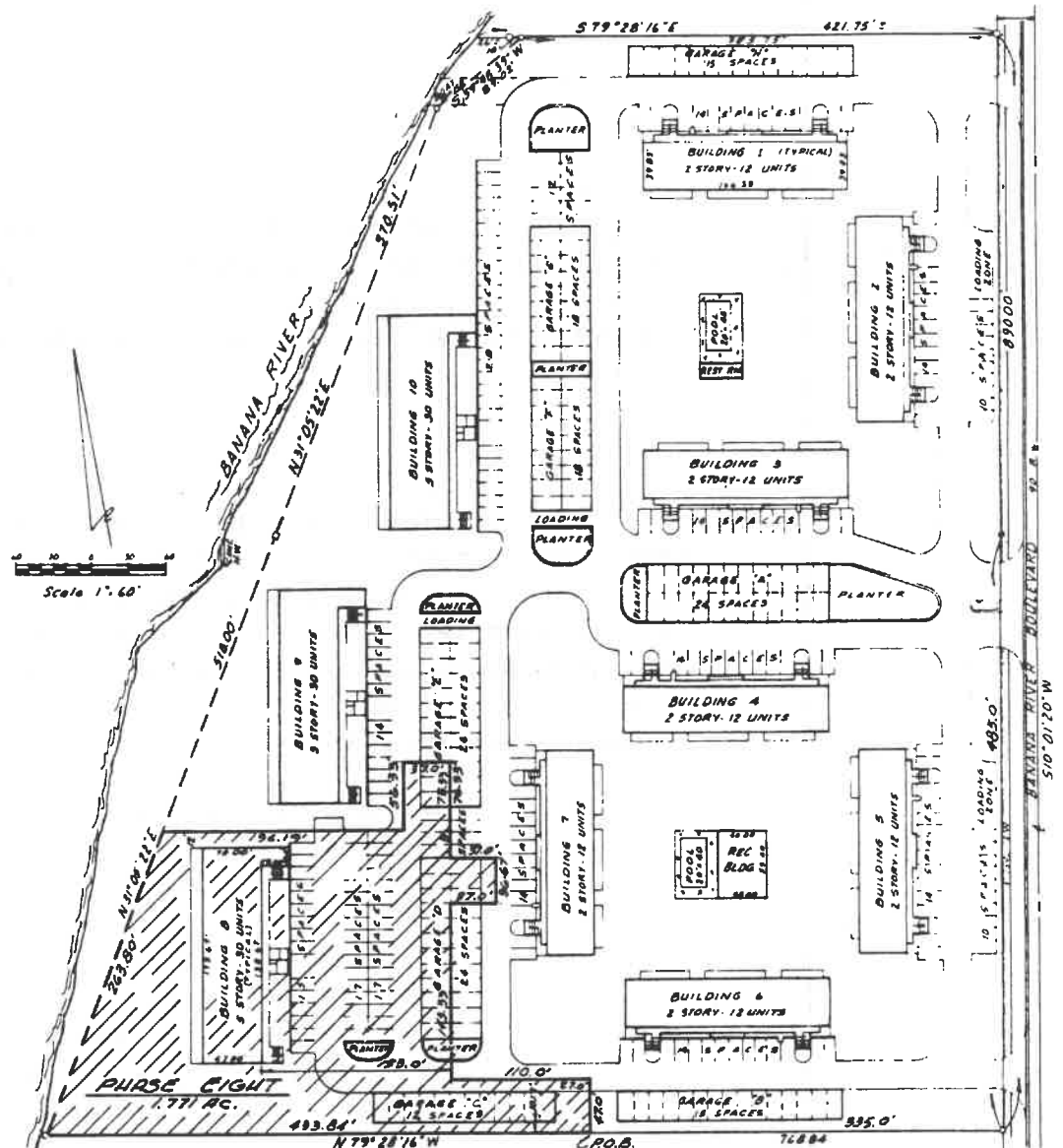
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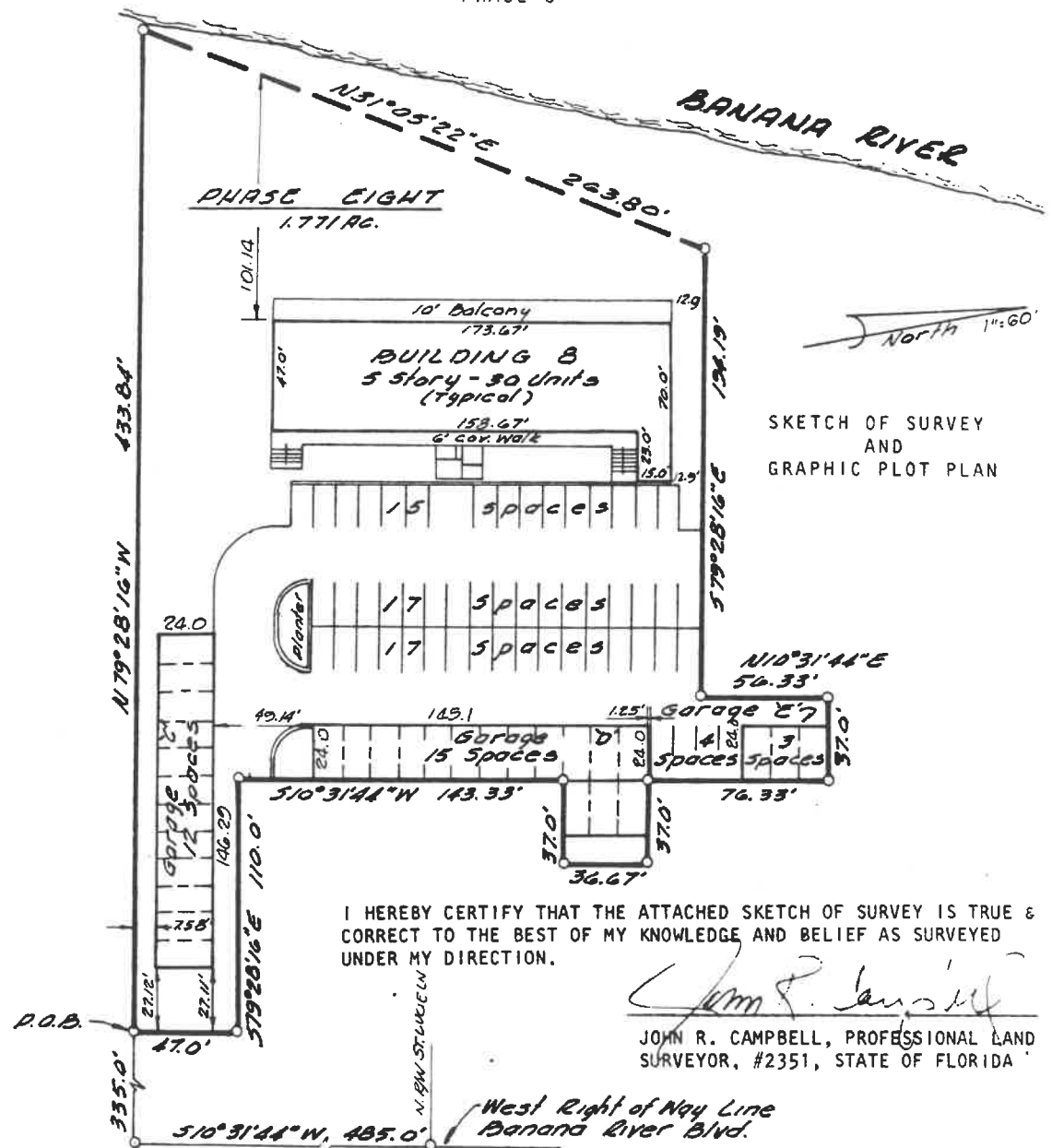
SHEET 1 OF 15

GRAPHIC PLOT PLAN



1. THERE EXISTS A NON-EXCLUSIVE EASEMENT OVER AND ACROSS THE PAVED DRIVEWAYS SHOWN WITHIN PHASES ONE THRU TEN FOR INGRESS AND EGRESS PURPOSES FOR THE OWNERS WITHIN THIS DEVELOPMENT.
2. SEE SHEET 4 IN EXHIBIT "A" FOR THE SURVEYOR'S NOTES CONCERNING THE GRAPHIC PLOT PLAN OF PHASE EIGHT PLANNED IMPROVEMENTS.

THE FOUR SEASONS CONDOMINIUM
PHASE 8



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

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

LEGAL DESCRIPTION FOR PHASE EIGHT:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD: THENCE RUN $S10^{\circ}31'44''W$ ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 485.00 FEET: THENCE RUN $N79^{\circ}28'16''W$ FOR 335.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE $N79^{\circ}28'16''W$ FOR 433.84 FEET TO A POINT ON THE BULKHEAD LINE SHOWN IN BULKHEAD BOOK ZERO AT PAGE 125A OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA: THENCE RUN $N31^{\circ}05'22''E$ ALONG SAID BULKHEAD LINE FOR 263.80 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 194.19 FEET: THENCE RUN $N10^{\circ}31'44''E$ FOR 56.33 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 37.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 76.33 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 37.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 36.67 FEET: THENCE RUN $N79^{\circ}28'16''W$ FOR 37.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 143.33 FEET: THENCE RUN $S79^{\circ}28'16''E$ FOR 110.00 FEET: THENCE RUN $S10^{\circ}31'44''W$ FOR 47.00 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1.771 ACRES MORE OR LESS.

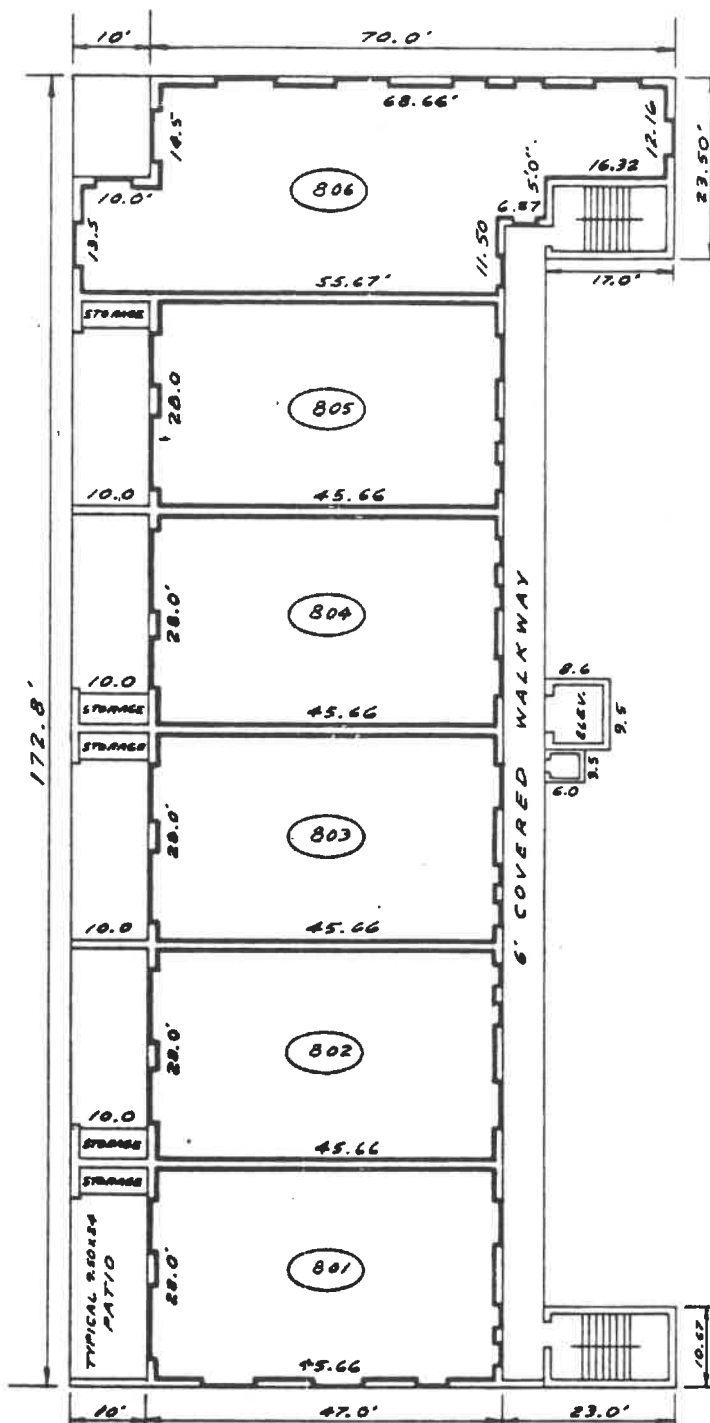
PHASE EIGHT

SURVEYOR'S NOTES:

1. PHASE EIGHT CONTAINS BUILDING EIGHT, A FIVE STORY, 30 UNIT BUILDING APPROXIMATELY 46 FEET IN HEIGHT.
2. PHASE EIGHT ALSO CONTAINS 12 GARAGE SPACES IN GARAGE C, 15 GARAGE SPECES IN GARAGE D, AND 3 GARAGE SPACES IN GARAGE E AS SHOWN ON THE GRAPHIC PLOT PLAN OF PHASE 8 ON SHEET 3 IN THIS EXHIBIT. THE GARAGE SPACES SHOWN ARE 10 FEET WIDE BY 23 FEET DEEP. THE GARAGE SPACES ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
3. THE BALANCE OF PHASE EIGHT CONSISTS OF DRIVEWAYS, PARKING AND OPEN AREAS.
4. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.

THE FOUR SEASONS CONDOMINIUM

Phase Eight

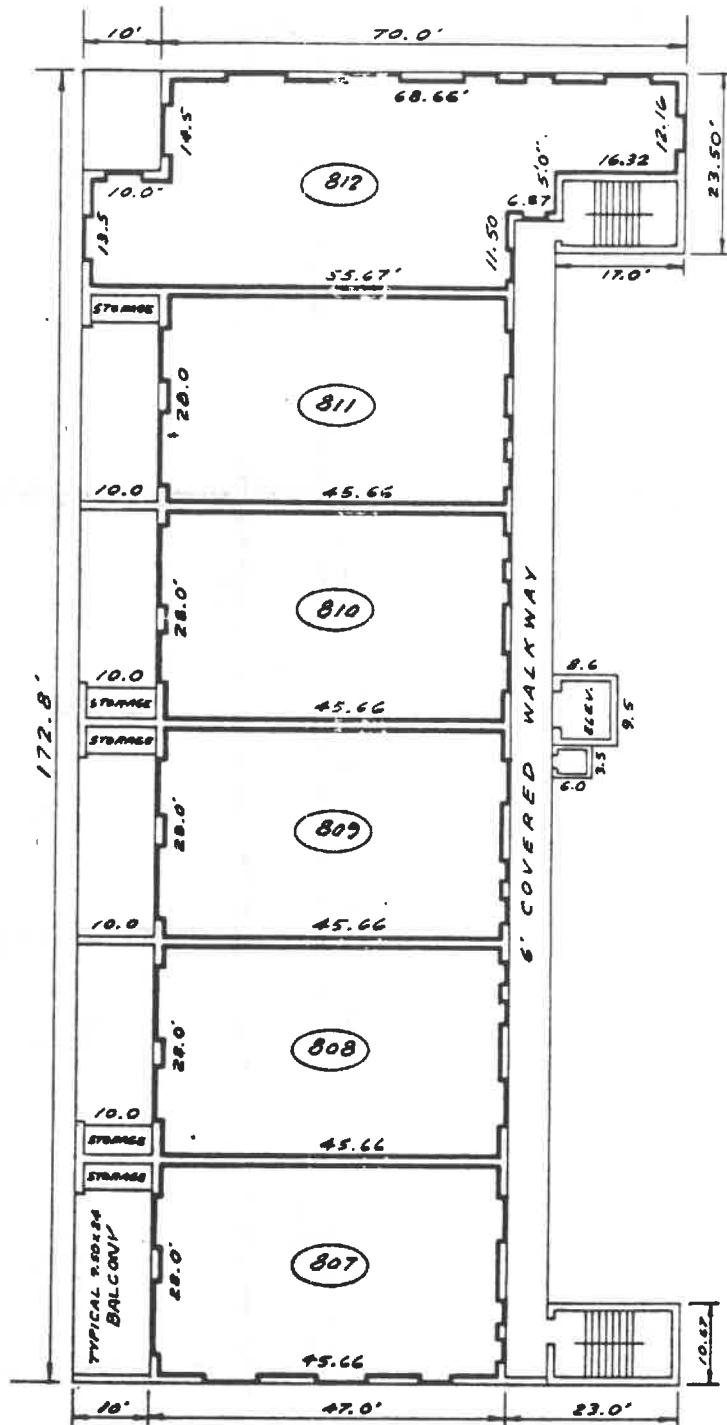


Building No. 8

FIRST Floor Plan

1. All walls are 8" walls.
2. The FIRST Floor finished floor elevation is 7.16 feet.
3. The FIRST Floor finished ceiling elevation is 15.16 feet.
4. The screened patios adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (801) Indicates unit numbers.
9. ——— Indicates the limits of unit.

Phase Eight



Building No. 8
SECOND Floor Plan

1. All walls are 8" walls.
2. The *Second* Floor finished floor elevation is 15.66 feet.
3. The *Second* Floor finished ceiling elevation is 23.66 feet.
4. The screened balconies adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common element
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (807) Indicates unit numbers.
9. Indicates the limits of unit.

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FEBRUARY 6, 1981
ALLEN ENGINEERING, INC. 2286
COCOA BEACH, FLORIDA

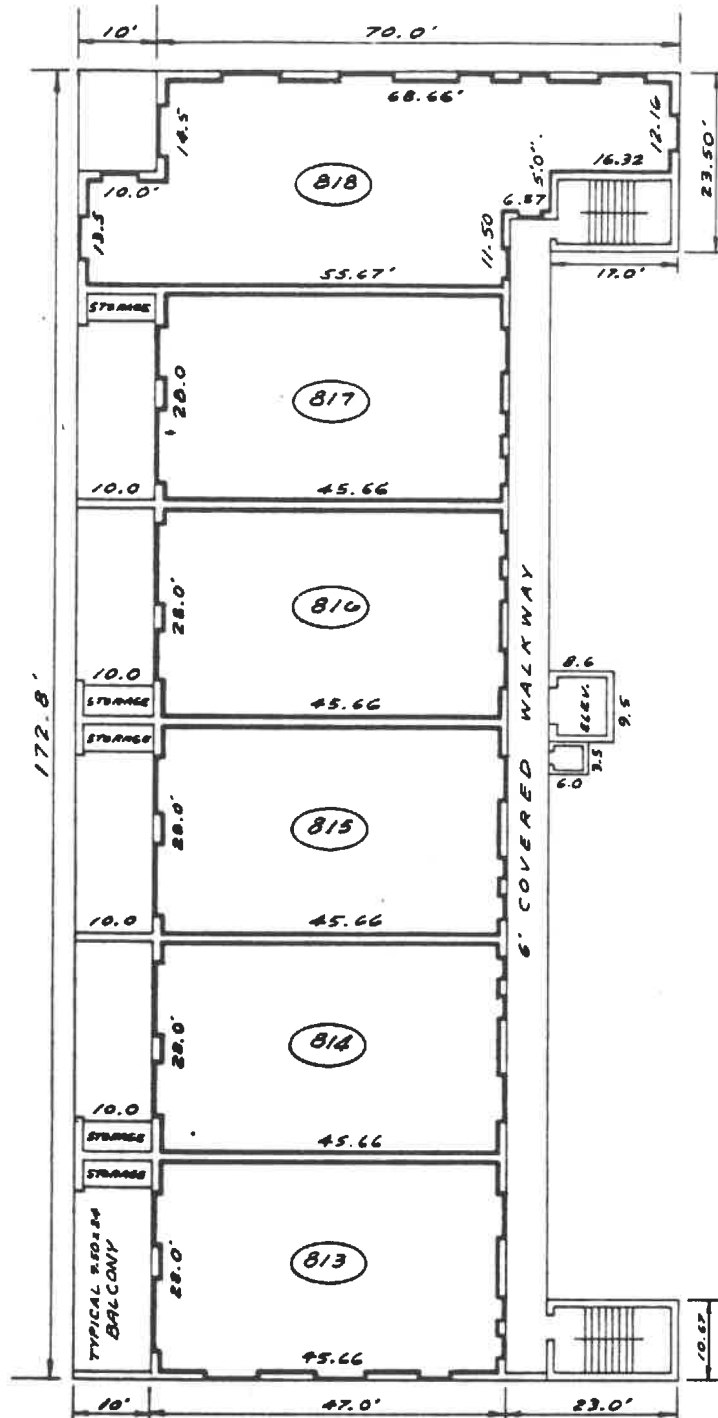
EXHIBIT "L "

0661

SHEET 6 OF 13

THE FOUR SEASONS CONDOMINIUM

Phase Eight



Building No. 8

Third Floor Plan

1. All walls are 8" walls.
2. The Third Floor finished floor elevation is 24.16 feet.
3. The Third Floor finished ceiling elevation is 32.16 feet.
4. The screened balconies adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (813) Indicates unit numbers.
9. — Indicates the limits of unit.

FEBRUARY 6, 1981

ALLEN ENGINEERING, INC.
COCA BEACH, FLORIDA

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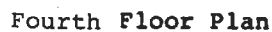
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SHEET 7 OF 13

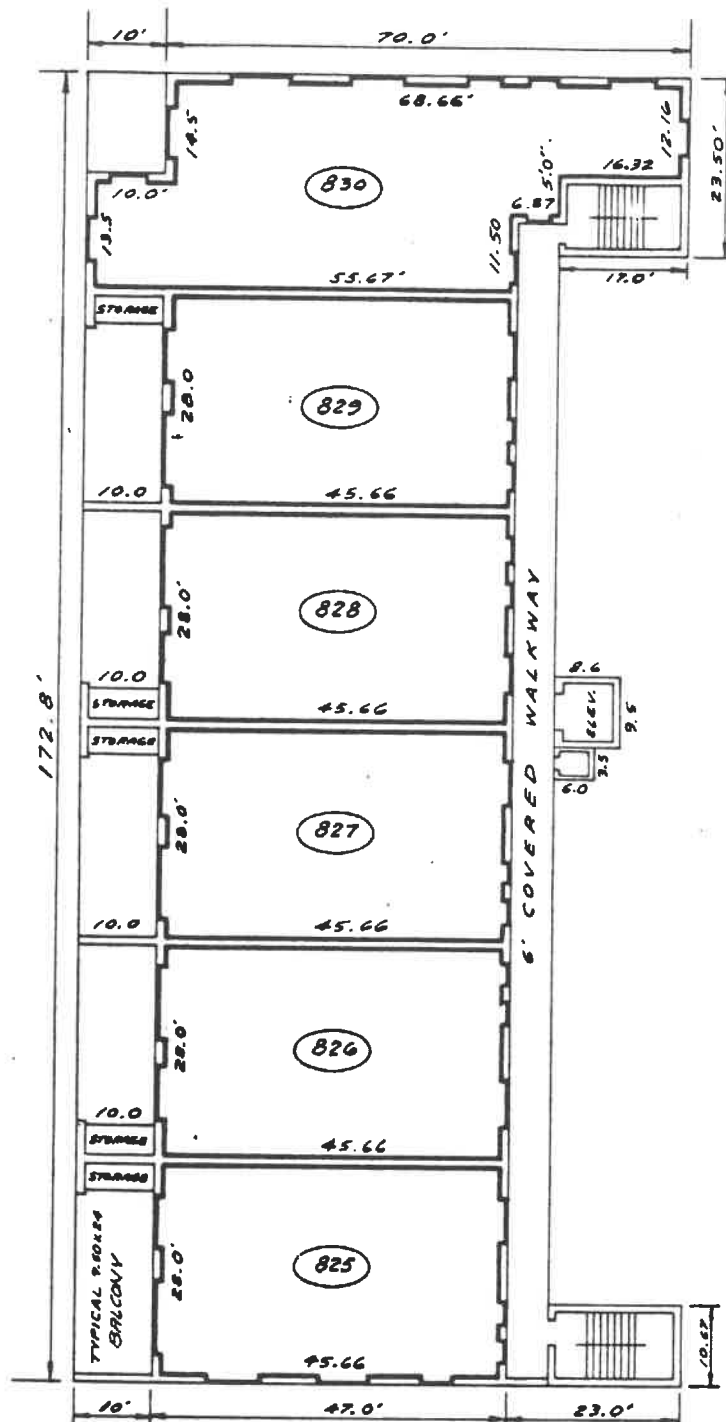
Phase Eight



1. All walls are 8" walls.
2. The *Fourth* Floor finished floor elevation is 32.66 feet.
3. The *Fourth* Floor finished ceiling elevation is 40.66 feet.
4. The screened balconies adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common element
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (6.7) Indicates unit numbers.
9. ————— Indicates the limits of unit.

THE FOUR SEASONS CONDOMINIUM

Phase Eight



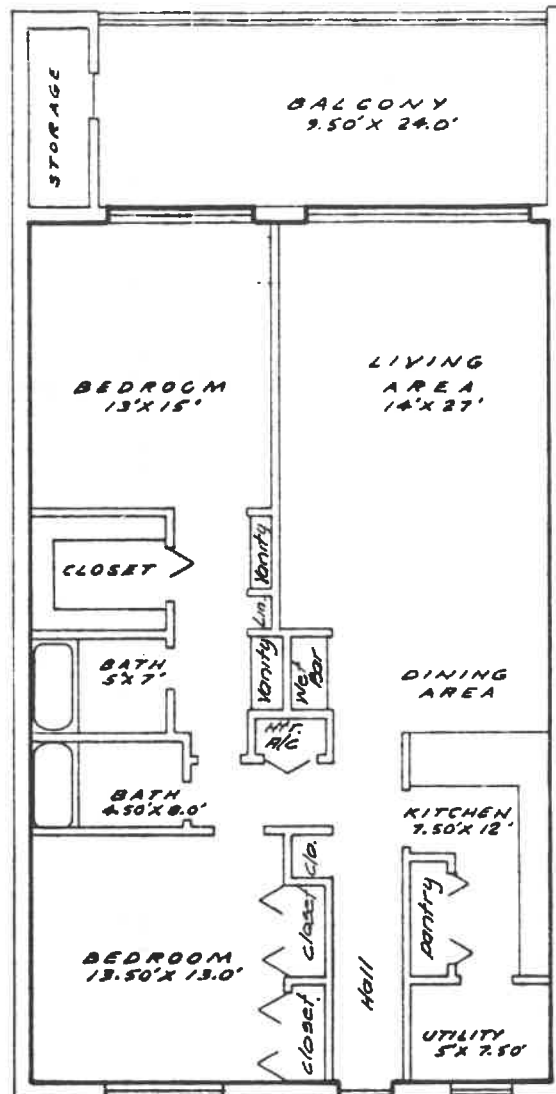
Building No. 8

Fifth Floor Plan

1. All walls are 8" walls.
2. The Fifth Floor finished floor elevation is 41.16 feet.
3. The Fifth Floor finished ceiling elevation is 49.16 feet.
4. The screened balconies adjacent to the units shown are common elements limited to the use of those units.
5. The units are as shown.
6. All areas shown, exclusive of the units are designated as common elements.
7. The elevations shown are based on N.G.V. Datum of 1929.
8. (825) Indicates unit numbers.
9. ——— Indicates the limits of unit.

THE FOUR SEASONS CONDOMINIUM

PHASE EIGHT



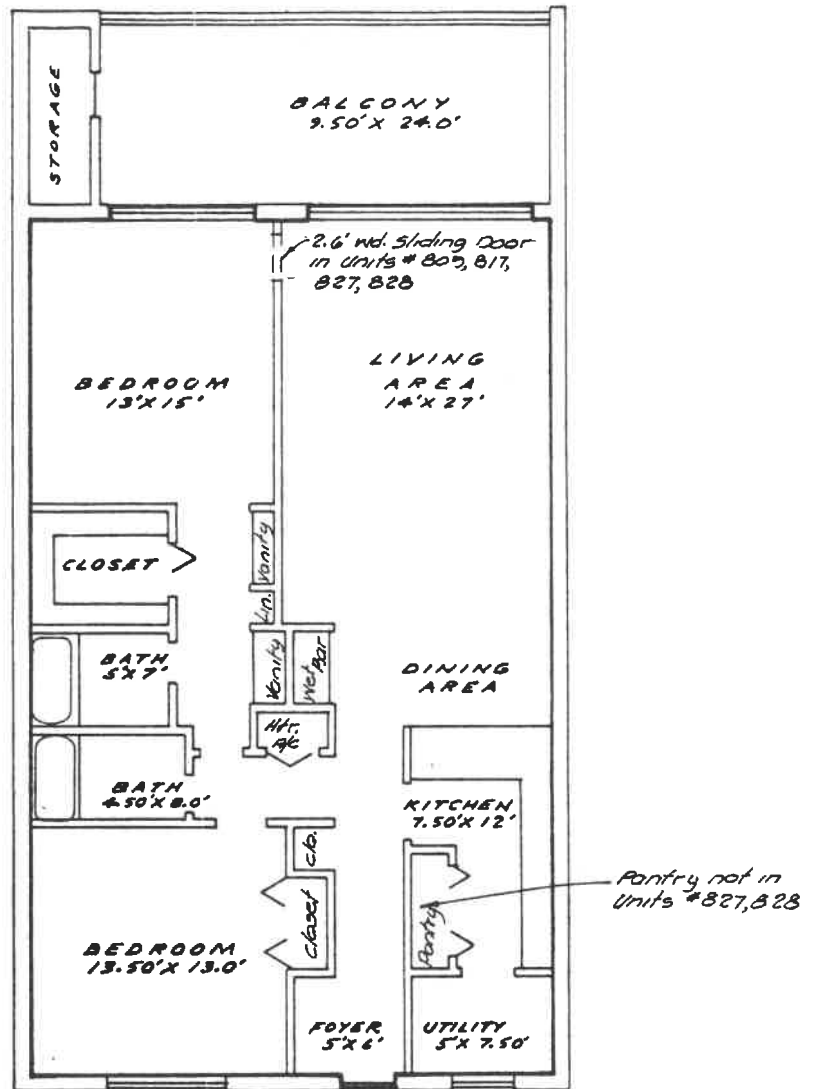
UNIT #210, FLOOR PLAN
SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ——— INDICATES THE LIMITS OF THE UNITS.
3. FOR THE LOCATIONS OF THIS UNIT WITHIN THE BUILDING SEE SHEETS 5-9 IN THIS EXHIBIT.
4. IN SOME UNITS THIS PLAN MAY BE THE REVERSED OR MIRRORED IMAGE OF THE ONE SHOWN.

THE FOUR SEASONS CONDOMINIUM

PHASE EIGHT



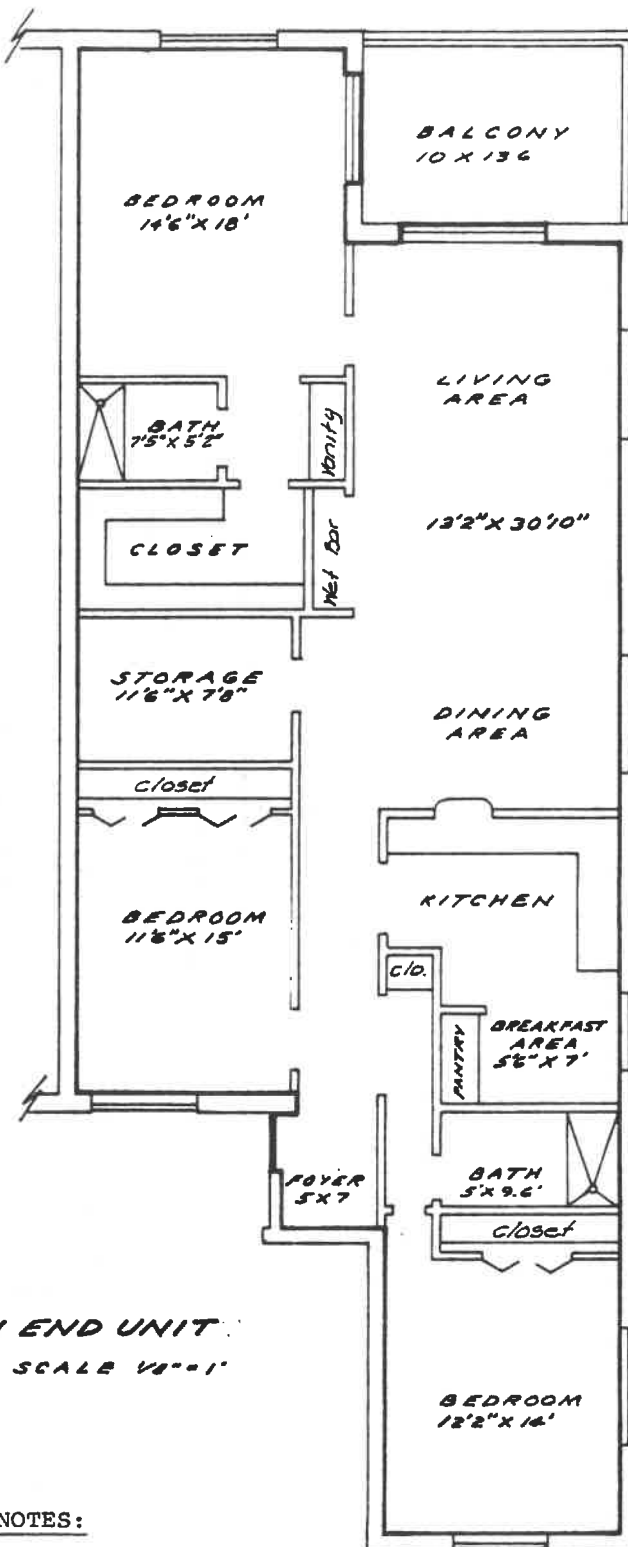
TYPICAL FLOOR PLAN
SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ——— INDICATES THE LIMITS OF THE UNITS.
3. FOR THE LOCATIONS OF THIS UNIT WITHIN THE BUILDING SEE SHEETS 5-9 IN THE EXHIBIT.
4. IN SOME UNITS THIS PLAN MAY BE THE REVERSED OR MIRRORED IMAGE OF THE ONE SHOWN.

THE FOUR SEASONS CONDOMINIUM

PHASE EIGHT



NORTH END UNIT

SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ——— INDICATES THE LIMITS OF THE UNITS.
3. FOR THE LOCATIONS OF THIS UNIT WITHIN THE BUILDING SEE SHEETS 5-9 IN THIS EXHIBIT.
4. IN SOME UNITS THIS PLAN MAY BE THE REVERSED OR MIRRORED IMAGE OF THE ONE SHOWN.

FEBRUARY 6, 1981

ALLEN ENGINEERING, INC.

COCOA BEACH, FLORIDA

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EXHIBIT "A"

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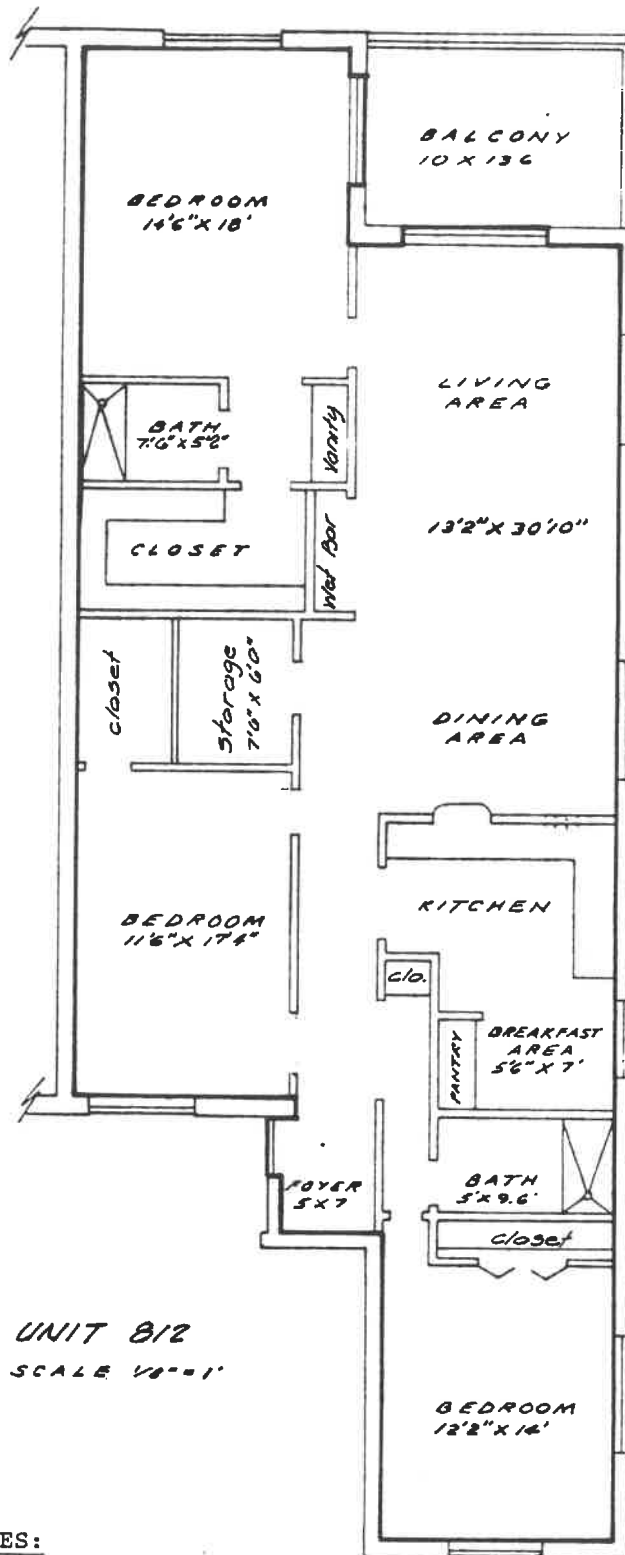
SHEET 12 OF 13

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THE FOUR SEASONS CONDOMINIUM
PHASE EIGHT



UNIT 812
SCALE 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS UNIT PLAN IS REPRESENTATIONAL. THE DIMENSIONS SHOWN MAY VARY SLIGHTLY.
2. ——— INDICATES THE LIMITS OF THE UNITS.
3. FOR THE LOCATIONS OF THIS UNIT WITHIN THE BUILDING SEE SHEETS 5-9 IN THIS EXHIBIT.
4. IN SOME UNITS THIS PLAN MAY BE THE REVERSED OR MIRRORED IMAGE OF THE ONE SHOWN.

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AMENDMENT TO DECLARATION OF CONDOMINIUM

WONDER DEVELOPMENT CORPORATION, a Florida corporation, pursuant to the authority reserved in the Declaration of Condominium establishing THE FOUR SEASONS, A CONDOMINIUM, recorded in Official Records Book 2012, Page 574 as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070 through 2080, and as amended in Official Records Book 2220, Pages 26 through 36 as further amended in Official Records Book 2241, Page 2165, as further amended in Official Records Book 2277, Page 2754, of the Public Records of Brevard County, and as further amended in Official Records Book 2286, Page 650, of the Public Records of Brevard County, Florida, hereby amends and expands said Declaration above-described and submits the following described real property:

SEE LEGAL DESCRIPTION ATTACHED HERETO

together with improvements thereon, containing one apartment building having twelve (12) apartments and other appurtenant improvements more specifically described on Exhibit "M" attached hereto and made a part hereof, to condominium ownership pursuant to the Florida Condominium Act.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, further amends and expands said Declaration above-described to include and merge the common and limited common elements and easements of the property covered by this Amendment with the property in the original Declaration of Condominium described in Official Records Book 2012, Page 574, as amended in Official Records Book 2039, Page 849, as amended in Official Records Book 2202, Page 831, as amended in Official Records Book 2207, Pages 2070, and as further amended in Official Records Book 2220, Page 26, and as further amended in Official Records Book 2241, Page 2165, and as further amended in Official Records Book 2277, Page 2754, and as further amended in Official Records Book 2286, Page 650, of the Public Records of Brevard County, Florida.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article II of the Declaration of Condominium by deleting paragraphs 1, 2 and 3 in their entirety as follows:

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of six (6) pages, Exhibit "B", consisting of eight (8) pages, and Exhibit "E", con-

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sisting of six (6) pages, Exhibit "F" consisting of six (6) pages, Exhibit "G" consisting of ten (10) pages, Exhibit "H" consisting of ten (10) pages, Exhibit "I" consisting of six (6) pages, Exhibit "J" consisting of six (6) pages, Exhibit "K" consisting of seven (7) pages, Exhibit L consisting of thirteen (13) pages, and Exhibit "M" consisting of five (5) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

ALLEN ENGINEERING, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation or other designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 4 and 5 of Exhibit "A", Sheets 4 and 5 of Exhibit "E", Sheets 4 and 5 of Exhibit "F", Sheets 4 through 8 of Exhibit "G", Sheets 4 through 8 of Exhibit "H", Sheets 4 and 5 of Exhibit "I", Sheets 4 and 5 of Exhibit "J", Sheets 5 and 6 of Exhibit "K", Sheets 5 through 9 of Exhibit "L", and Sheets 3 and 4 of Exhibit "M" attached to this Declaration of Condominium.

All units are substantially complete.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article III of the Declaration of Condominium by deleting 1/162 and substituting 1/174 therefore throughout Article III.

WONDER DEVELOPMENT CORPORATION, a Florida Corporation, amends Article IV, Paragraph Two, of the Declaration of Condominium, by deleting the last sentence and substituting therefore:

"In addition, there are twenty-four (24) parking spaces numbered one (1) through twenty-four (24) inclusive, the boundaries of which are more specifically shown in Exhibit "A" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive, and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "E" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "F" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and thirty (30) garages numbered one (1) through thirty (30) inclusive the boundaries of which are more specifically shown in Exhibit "G" attached hereto; forty (40) parking spaces numbered one (1) through forty

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(40) inclusive, and thirty (30) garages numbered one (1) through thirty (30) inclusive, the boundaries of which are more specifically shown in Exhibit "H" attached hereto; thirty-eight (38) parking spaces numbered one (1) through thirty-eight (38) inclusive, the boundaries of which are more specifically shown in Exhibit "I" attached hereto; fourteen (14) parking spaces numbered one (1) through fourteen (14) inclusive; and twelve (12) garages numbered one (1) through twelve (12) inclusive, the boundaries of which are more specifically shown in Exhibit "J" attached hereto; Fifty-three (53) parking spaces numbered 1-53 and thirty (30) garages numbered 1-30, the boundaries of which are more specifically shown in Exhibit "L" attached hereto; and fourteen (14) parking spaces numbered 1-14, the boundaries of which are more specifically shown in Exhibit "M" attached hereto; which the Developer reserves the right to designate for the exclusive use of the individual unit owners, which said parking spaces and garages are hereby made limited common elements."

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VI of the Declaration of Condominium by deleting one-one hundred sixty-second (1/162) from paragraph two and substituting one-one hundred seventy-fourth (1/174) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VII of the Declaration of Condominium by deleting (1/162) from paragraph one and substituting (1/174) therefor and by deleting one hundred twenty-two (122) from paragraph three and substituting one hundred thirty-one (131) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article VIII of the Declaration of Condominium by deleting one hundred Twenty-two (122) from paragraph (F) and substituting one hundred thirty-one (131) therefor.

WONDER DEVELOPMENT CORPORATION, a Florida corporation, amends Article XIV of the Declaration of Condominium by deleting (1/162) from paragraph four and substituting (1/132) therefor.

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

Each owner shall be entitled to a distributive share of 1/174."

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this the 31 day of April, 1981.

Signed, sealed and delivered
In the presence of:

WONDER DEVELOPMENT CORPORATION

Wanda M. Kamenicki
Dawn Marie Turner

By:

Steve Gray
R. Steve Gray

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared R. STEVE GRAY, President of WONDER DEVELOPMENT CORPORATION, a Florida corporation, known to me, and acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by said corporate seal of said corporation.

WITNESS my hand and official seal at in the county and state last aforesaid, this the 20 day of April, 1981.

ROBERT T. GILKINSON
Notary Public State of Florida

My Commission expires: 11-17-84

LEGAL DESCRIPTION

A parcel of land lying in Government Lots 2 and 3 in fractional Section 34, Township 24 South, Range 37 East, Brevard County, Florida, more particularly described as follows: Commence at the intersection of the North right of way line of St. Lucie Lane as said right of way line is described in Official Records Book 523 at Page 770 of the Public Records of Brevard County, Florida, extended Westerly and the West right of way line of Banana River Boulevard; thence run S 10°31'44"W along the West right of way line of Banana River boulevard for 170.0 feet to the point of beginning of the following described parcel of land; thence continue S 10°31'44"W for 178.0 feet; thence run N 79°28'16"W for 130.0 feet; thence run N 10°31'44"E for 178.0 feet; thence run S 79°28'16"E for 130.0 feet to the point of beginning, said parcel contains 0.531 acres more or less.

SURVEYOR'S CERTIFICATE
FOR
THE FOUR SEASONS CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD

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

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL, THIS 17TH DAY OF APRIL, 1981 A.D.

ALLEN ENGINEERING, INC.

BY:

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

SWORN TO AND SUBSCRIBED BEFORE ME
AS TO "JOHN R. CAMPBELL", THIS 17TH
OF APRIL, 1981 A.D.

Steven O. [Signature]
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: AUGUST 23, 1981

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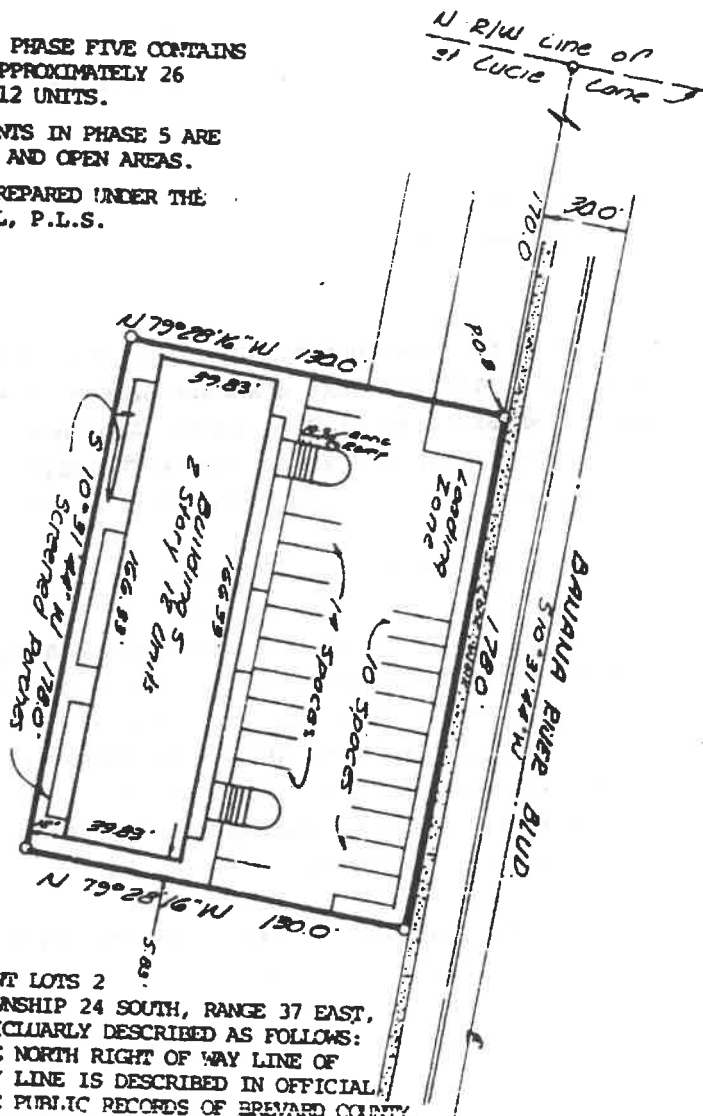
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SHEET 1

THE FOUR SEASONS CONDOMINIUM
SKETCH OF SURVEY & GRAPHIC PLOT PLAN

SURVEYOR'S NOTES:

1. FOUR SEASONS, A CONDOMINIUM, PHASE FIVE CONTAINS BUILDING 5. BUILDING 5 IS APPROXIMATELY 26 FEET IN HEIGHT AND CONTAINS 12 UNITS.
2. THE BALANCE OF THE IMPROVEMENTS IN PHASE 5 ARE DRIVEWAYS, WALKWAYS, PARKING AND OPEN AREAS.
3. THIS GRAPHIC PLOT PLAN WAS PREPARED UNDER THE DIRECTION OF JOHN R. CAMPBELL, P.L.S.



LEGAL DESCRIPTION FOR PHASE FIVE:

A PARCEL OF LAND LYING IN GOVERNMENT LOTS 2 AND 3 IN FRACTIONAL SECTION 34, TOWNSHIP 24 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF ST. LUCIE LANE AS SAID RIGHT OF WAY LINE IS DESCRIBED IN OFFICIAL RECORDS BOOK 523 AT PAGE 770 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, EXTENDED WESTERLY AND THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD; THENCE RUN S10°31'44\"W ALONG THE WEST RIGHT OF WAY LINE OF BANANA RIVER BOULEVARD FOR 170.0 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S10°31'44\"W FOR 178.0 FEET; THENCE RUN N79°28'16\"E FOR 130.0 FEET; THENCE RUN N10°31'44\"E FOR 178.0 FEET; THENCE RUN S79°28'16\"E FOR 130.0 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.531 ACRES MORE OR LESS.

CERTIFICATION

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

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

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
APRIL 17, 1981

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SHEET 2

THE FOUR SEASONS CONDOMINIUM

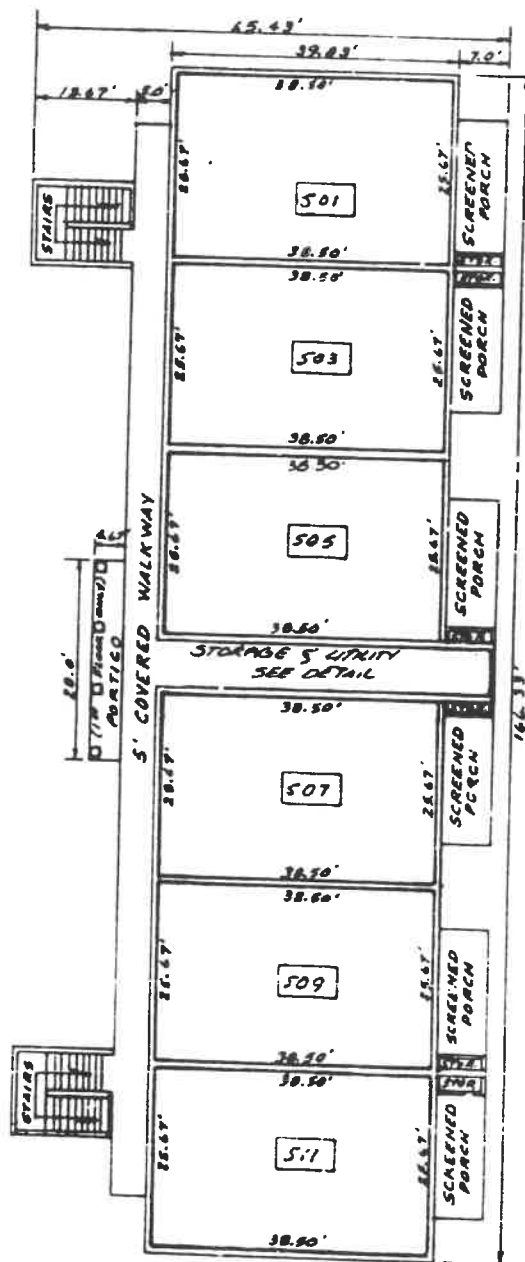
BUILDING NO. 5

1ST FLOOR

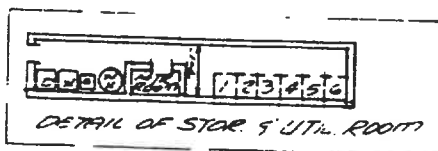
SCALE: 1" = 20'

SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 1ST FLOOR FINISHED FLOOR ELEVATION IS 7.38 FEET.
3. THE 1ST FLOOR FINISHED CEILING ELEVATION IS 15.38 FEET.
4. THE SCREENED PORCHES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [101] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET FIVE FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.



ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
APRIL 17, 1981



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THE FOUR SEASONS CONDOMINIUM

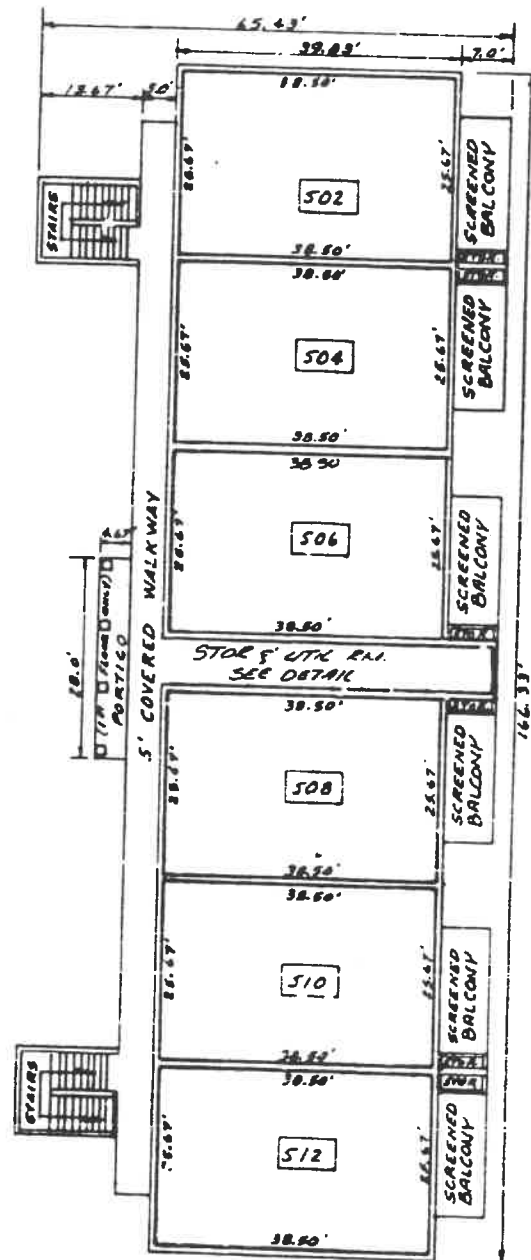
BUILDING NO. 5

2ND FLOOR

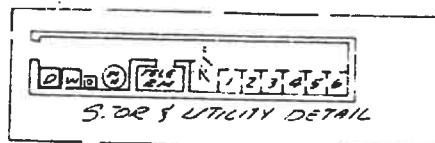


SURVEYOR'S NOTES:

1. ALL WALLS ARE 8" WALLS.
2. THE 2ND FLOOR FINISHED FLOOR ELEVATION IS 15.88 FEET.
3. THE 2ND FLOOR FINISHED CEILING ELEVATION IS 23.88 FEET.
4. THE SCREENED BALCONIES AND STORAGE AREAS ADJACENT TO THE UNITS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. THE UNITS ARE AS SHOWN.
6. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS ARE DESIGNATED AS COMMON ELEMENTS.
7. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
8. [101] INDICATES UNIT NUMBERS.
9. THE STORAGE LOCKERS NUMBERED 1-6 ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS AS SET FORTH IN THE DECLARATION OF CONDOMINIUM.
10. SEE SHEET FIVE FOR THE FLOOR PLAN OF THE INDIVIDUAL UNITS.



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COCOA BEACH, FLORIDA
APRIL 17, 1981



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EXHIBIT "A"

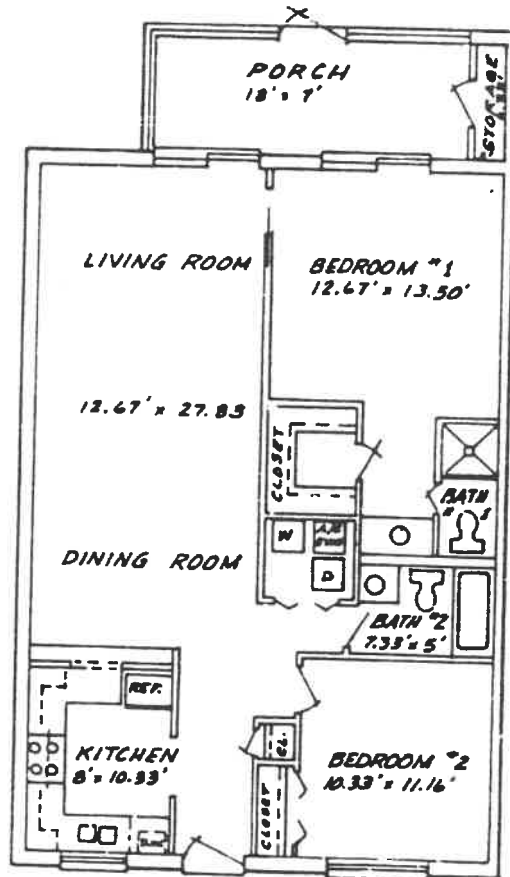
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THE FOUR SEASONS CONDOMINIUM

BUILDING NO. 5



TYPICAL FLOOR PLAN

Scale: 1/8" = 1'

SURVEYOR'S NOTES:

1. THIS FLOOR PLAN REFERS TO NOTE 10 ON SHEETS 3 & 4 IN EXHIBIT "M".
2. THE UNIT PLAN SHOWN IS REPRESENTATIONAL OF THE UNITS, THE DIMENSIONS MAY VARY SLIGHTLY.
3. THE UNIT SHOWN MAY BE REVERSED OR MIRRORED IN SOME UNITS.
4. THE UNIT PLAN WAS DERIVED FROM ARCHITECTURAL PLANS.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
APRIL 17, 1981

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EXHIBIT "M" 2394

SHEET 5

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DOCUMENT "CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM AND BY LAWS
REGARDING"

CHANGING NUMBER OF DIRECTORS FROM 3 -
AT THE TURNOVER MEETING.

Record and Return To:

This Instrument Was Prepared By:

DIANE S. GUTHRIE, Esq.
670 North Courtenay Parkway
Suite 12
Merritt Island, Florida 32952

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
AND BY-LAWS
OF

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM AND BY-LAWS, made this 8 day of July, 1981, by the undersigned officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, duly authorized by appropriate action of the membership of said Corporation.

A. THE FOUR SEASONS CONDOMINIUM has been formed pursuant to "DECLARATION OF CONDOMINIUM OF THE FOUR SEASONS CONDOMINIUM" (hereinafter referred to as "Declaration"), dated the 27th day of February, 1979 and recorded in the Public Records of Brevard County, Florida, in Official Records Book 2012, Pages 574 through 625; and

B. The By-Laws of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to as "By-Laws") as set forth in Exhibit "D" of the Declaration, provide in Item 8, that the By-Laws can be amended by an affirmative vote of Seventy Five Percent (75%) of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than Seventy Five Percent (75%) of the apartment units in the Condominium.

NOW, THEREFORE, the undersigned Officers do hereby modify and amend said Declaration and By-Laws in the following manner, otherwise the same to remain in full force and effect:

STATEMENT OF AMENDMENT

Provision of the By-Laws appearing in Item 4, Subparagraph a. thereof dealing with the number of Directors is hereby amended by deleting reference to three (3) Directors and substituting therefor the number of five (5) Directors, and said Subparagraph shall now read in its entirety as follows:

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"4. BOARD OF ADMINISTRATION AND OFFICERS.

a. The Board of Administration shall consist of five (5) Directors. Any unit owner desiring to be a candidate for Board Membership can be nominated from the floor at the annual meeting of the membership. Each Director elected at the first annual meeting of the membership thereafter shall serve for the term of one (1) year or until his successor is duly elected. Any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business any unit in a condominium operated by the Association."

IN WITNESS WHEREOF, the undersigned Officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC. have executed this Certificate of Amendment, as of the day and year first above written.

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.
a Florida corporation not for profit

By Glenn W. Graham
Glenn Graham, President

(CORPORATE SEAL)

ATTEST:

Victor S. Pederson
Victor S. Pederson, Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on the 8 day of July, 1981, before me personally appeared GLENN GRAHAM and VICTOR S. PEDERSON, the President and Secretary/Treasurer, respectively, of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such Officers and acknowledged the execution thereof to be their act and deed as such Officers for the uses and purposes therein mentioned, and they have affixed thereto the Official Seal of said Corporation.

WITNESS my hand and official seal at Merritt Island
in the County of Brevard and State of Florida, the day, month and year aforesaid.

Donald J. Harrison
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 26, 1981
Bonded By American Fire & Casualty Company

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CERTIFICATION

The undersigned, President and Secretary/Treasurer of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., hereby Certify that the foregoing and attached Certificate of Amendment to Declaration of Condominium and By-Laws of THE FOUR SEASONS CONDOMINIUM, was duly adopted by affirmative vote of not less than seventy five percent (75%) of the entire membership of the Board of Administration and of the members owning not less than seventy five percent (75%) of the apartment units in the Condominium, at a meeting of the membership held on the 29th day of June, 1981.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 8 day of July, 1981.

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

By Glenn W. Graham
Glenn Graham, President

(CORPORATE SEAL)

ATTEST:

Victor S. Pederson
Victor S. Pederson, Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Certification was acknowledged before me this 8 day of July, 1981 by GLENN GRAHAM and VICTOR S. PEDERSON, the President and Secretary/Treasurer, respectively, of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., as the act and deed of said Corporation by and through the official action of its Board of Administration and membership.

Glenn S. Graham
Notary Public, State of Florida
At Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 26, 1981
Bonded By American Fire & Casualty Company

DIANE S. GUTHRIE
ATTORNEY-AT-LAW
MERRITT OFFICE CENTER
870 N. COURTENAY PARKWAY
SUITE 12
MERRITT ISLAND, FL 32952

305/458-68

June 28, 1983

Mr. Henry A. Mulligan, President
The Four Seasons Condominium Association, Inc.
3799 South Banana River Boulevard
Cocoa Beach, Florida 32931

In Re: Amendments to Documents of Four Seasons Condominium Association,
Inc. Our File No. DA-25

Dear Mr. Mulligan:

Enclosed please find the recorded copies of amendments to Declaration and By-Laws and Articles of Incorporation of the Four Seasons Condominium Association, Inc. which I have, at your request, recorded in the Public Records of Brevard County, Florida. The Amendment to the Articles of Incorporation were recorded with the Office of the Secretary of State of the State of Florida prior to recording in Brevard County, Florida as required by your documents.

I must, again, advise that the Amendments to the Declaration of Condominium were not executed with the formality required by your documents, in that your documents require that the Certificate be executed by the owners of at least seventy-five (75) per cent of the units.

I am also enclosing the original recorded Claim of Lien with regard to the matter of Jerry M. Teague and Diana Teague, Unit # 1021.

Very truly yours,



Diane S. Guthrie

DSG:mlh

Enclosures: as stated

RECORDED AND INDEXED

State of Florida



Department of State

RECORD & RETURN TO:
DIANE S. GUTHRIE, ESQ.
670 N. Courtenay Pkwy.
Suite 12
Ferry Island, Florida
32952

I certify that the attached is a true and correct copy of Amendment to the Articles of Incorporation of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, amending Article XII, filed on May 31, 1983, as shown by the records of this office.

RECORDED 17.00
INDEXED
FILED
JUN 22 1983
TALLAHASSEE
FLORIDA
DEPARTMENT OF STATE



CER-101

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
17th day of June, 1983.

George Firestone
Secretary of State

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION
OF
THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

Pursuant to Florida Statutes Section 607.187, and Article XII of the
Articles of Incorporation of The Four Seasons Condominium Association, Inc.,
the Articles of Incorporation of the above named Corporation are hereby
amended as follows:

ARTICLE XII

AMENDMENTS

Any amendment or amendments to these Articles of Incorporation may
be proposed by the Board of Administration of the corporation acting upon
a vote of the majority of the Directors, or by the members of the corpora-
tion owning a majority of the apartment units in the condominium, whether
meeting as members or by instrument in writing signed by them. Upon any
amendment or amendments to these Articles being proposed by said Board of
Administration or members, such proposed amendment or amendments shall be
transmitted to the President of the corporation or other officer of the
corporation for a date not sooner than twenty (20) days nor later than
sixty (60) days from the receipt by him of the proposed amendment or
amendments, and it shall be the duty of the Secretary to give to each mem-
ber written or printed notice of such meeting, stating the time and place
of the meeting and reciting the proposed amendment or amendments in reason-
ably detailed form, which notice shall be mailed or presented personally
to each member not less than ten (10) days nor more than thirty (30) days
before the date set for such meeting. If mailed, the notice of the mem-
bership meeting shall be sent by senders statement certificate of bulk
mailing or by such other method that will give assurance of receipt, which
mailing shall be deemed notice. Any member may, by written waiver of no-
tice signed by such member, waive such notice, and such waiver when filed
in the records of the corporation, whether before or after the holding of
the meeting, shall be deemed equivalent to the giving of such notice to
such member. At such meeting the amendment or amendments proposed must be

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approved by an affirmative vote of the members owning not less than
sixty-six and ~~Thirds~~ (66 2/3) Percent of the apartment units in the
condominium in order for such amendment or amendments to become effective.
Thereupon, such amendment or amendments to these Articles shall be trans-
cribed and certified in such form as may be necessary to register the same
in the office of the Secretary of State of State of Florida; and upon the
registration of such amendment or amendments with said Secretary of State,
a certified copy thereof shall be recorded in the Public Records of Bre-
vard County, Florida, within ten (10) days from the date on which the same
are so registered. At any meeting held to consider such amendment or amend-
ments of these Articles, the written vote of any member of the corporation
shall be recognized, if such member is not in attendance at such meeting
or represented there at by proxy, provided such written vote is delivered
to the Secretary of the Corporation at or prior to such meeting.

Notwithstanding the foregoing provisions of this Article XII, no Amend-
ment or Amendments to these Articles which shall abridge, amend or alter
the right of the Developer to designate and select members of each Board
of Administration of the Corporation, as provided in Article VII hereof,
may be adopted or become effective without the prior consent of the Devel-
oper."

The foregoing amendment was adopted by the affirmative vote of the
members owning not less than Seventy-Five (75%) Percent of the apartment
units in The Four Seasons Condominium, in accordance with Florida Statutes
Section 607.181(1) and in accordance with Article XII of the Articles of
Incorporation of The Four Seasons Condominium Association, Inc., on the 29th
day of March, 1983.

IN WITNESS WHEREOF, we, the undersigned, have executed this Certifi-
cate of Amendment this 17 day of April, 1983.

(CORPORATE SEAL)

ATTEST:

[Signature]
Secretary

THE FOUR SEASONS CONDOMINIUM ASSOC-
IATION, INC.

By: *[Signature]*

President

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STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before
me this 9 day of April, 1983, by Henry A. Mulligan,
President, and John A. Marcucci, Secretary, respectively
of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida
Corporation, Not for Profit, on behalf of the Corporation.

Richard T. H. H. H.
Notary Public, State of Florida at Large
My Commission Expires Dec. 28, 1986
BONDED THREE AGENTS NOTARY PUBLIC

Richard T. H. H. H.
Notary Public at Large
State of Florida

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RECORDED AND VERIFIED
CLERK OF DISTRICT COURT
BREVARD COUNTY, FLA.

RECORD & RETURN TO:

This Instrument was Prepared By:
Diane S. Guthrie, Esq.
670 N. Courtenay Parkway
Suite 12
Merritt Island, Florida 32952

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
AND BY-LAWS
OF

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC.

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM AND BY-LAWS, made this 17 day of April, 1983, by the undersigned officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, duly authorized by appropriate action of the membership of said Corporation.

A. THE FOUR SEASONS CONDOMINIUM has been formed pursuant to "DECLARATION OF CONDOMINIUM OF THE FOUR SEASONS CONDOMINIUM" (hereinafter referred to as "Declaration"), dated the 27th day of February, 1979, and recorded in the Public Records of Brevard County, Florida, in Official Records Book 2012, Pages 574 through 625, with amendments thereto; and

B. The Declaration of Condominium provides in Article VI, Paragraph 1, that the restrictions, reservations, covenants, conditions and easements of the Declaration of Condominium may be modified or amended by recording such modifications in the Public Records of Brevard County, Florida, signed by the owners of at least Seventy-Five Percent (75%) of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws, and Articles of Incorporation of the Association; and

C. The By-Laws of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as "By-Laws" as set forth in Exhibit "D" of the Declaration, provide in Item 8, that the By-Laws can be amended by an affirmative vote of Seventy-Five Percent (75%) of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than Seventy-Five Percent (75%) of the apartment units in the Condominium.

NOW, THEREFORE, the undersigned Officers and Members do hereby modify and amend said Declaration and By-Laws in the following manner, otherwise the same to remain in full force and effect:

REC FEE \$ 21.00 REC'D PAYMENT AS
DOC ST. \$ _____ IMPROVEMENT CLASS
INT TAX \$ _____ 1ST PRIORITY & DOC
SER CHG \$ _____ SPECIAL ASSES. REQUIRED
REFUND \$ _____
CLERK OF DISTRICT COURT, BREVARD COUNTY, FLA.

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Item 1

STATEMENT OF AMENDMENT

Provisions of the Declaration appearing in Article X, Sub-paragraph k thereof, dealing with auto parking spaces, is hereby amended designating a specific area for boating parking, limiting the number of auto parking spaces per unit, and limiting the parking at random of boats in the parking lot to read as follows:

X

USE RESTRICTIONS

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

Item 2

STATEMENT OF AMENDMENT

Provisions of the Declaration appearing in Article XIII, Subparagraph 1 thereof, dealing with the percentage of Owners required to approve an amendment of the Declaration is amended and said paragraph shall now read in its entirety as follows:

XIII

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the Public Records of Brevard County, Florida, signed by the owners of at least Sixty-Six and Two-Thirds Percent (66 2/3%) of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws, and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein

in favor of any institutional first mortgagee or in favor of the developer without the consent of all such mortgagees or the developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees the developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until Eighty Percent (80%) of the units have been sold and titled out to individual purchasers.

Item 3

STATEMENT OF AMENDMENT

Provisions of the By-Laws appearing in Item 8, Subparagraph c thereof dealing with the percentage vote of the membership of the Board of Administration and members of the Corporation necessary to revise or amend the By-Laws is hereby amended and shall now read in its entirety as follows:

8. AMENDMENTS TO BYLAWS

c. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board of Administration and by an affirmative vote of the members owning not less than Sixty-Six and Two-Thirds (66 2/3%) Percent of the apartment units in the condominium. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendments in substantially the following language: "Substantial rewording of By-Law. See By-Law... for present text". Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary/Treasurer of the Association, and a copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

Item 4

STATEMENT OF AMENDMENT

Provisions of the By-Laws appearing in Item 3, Subparagraph c thereof, dealing with the manner of giving notice to members is hereby amended and said Subparagraph shall now read in its entirety as follows:

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

c. Notice of all membership meetings, regular or special, shall be given by the President, Vice President or Secretary/Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent senders statement certificate of bulk mailing, or such other method that will give assurance of receipt, which mailing shall be deemed notice. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, By-Laws and Articles of Incorporation of this condominium.

IN WITNESS WHEREOF, the undersigned Officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC. have executed this Certificate of Amendment, as of the day and year first above-written.

THE FOUR SEASONS CONDOMINIUM ASSOCIATION
INC., a Florida Corporation
not for profit

By Henry G. Mulligan
President

(CORPORATE SEAL)

John A. Marcelli
Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on the 17 day of April, 1983, before me personally appeared Henry G. Mulligan and John A. Marcelli, the President and Secretary/Treasurer, respectively, of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation, to me known to be the persons who signed the foregoing instrument as such Officers and acknowledged the execution thereof to be their act and deed as such Officers for the uses and purposes therein mentioned, and they have affixed thereto the Official Seal of said Corporation.

WITNESS my hand and official seal at Coconut Creek in the County of Brevard and State of Florida, the day and year aforesaid.

My Commission Expires:

Estelle F. Farrell
Notary Public, State of Florida at Large
My Commission Expires Dec. 28, 1986
BONDED THRU AGENTS' NOTARY BROKERAGE

Estelle F. Farrell
Notary Public, State of Florida
at Large

Blackwell Walker Tascell & Hoeft

Attorneys at Law

A Partnership Including Professional Associations

CABLE BLACKWALK TELER 52-2769

JOHN R. HOEFT, P.A.
JANE S. TASCHELL
JOHN S. KELLEY, P.A.
PAUL R. LARSEN, JR., P.A.
JOHN RODGERS CAMP, JR.
JAMES E. TRIBLE
R. ALTON HARR
JOSEPH A. MORETT
J. FROST WALKER, III
MARTIN J. KURTZ
RODD R. SUELL
FRANCIS A. ANANIA
DAVID M. ROGERO
CHARLES E. SAMMONS
CHARLES P. FLICK
CHARLES D. ROBBINS
EDWIN F. RUSSO
JOHN J. O'BRIEN
JOSEPH C. SIMS
VARR M. CARROLL
ALICE M. WEINSTEIN
JONAS P. FINAN
RICHARD S. POWERS
TODD A. CORANT
BRADLEY A. HANAFORDE

ROBERT E. STUCKER
JOSEPH C. DAPE
RICHARD L. WILLIAMS
THOMAS R. DANAHAN
JOHN RICHARD COLLIER
JOHN C. SEIB, JR.
PATRICK C. BARTHELY
MICHAEL B. WALKER
PATRICK B. SCOTT
DAVID S. WOOD
JOSEPH L. PESAR
LOUIS F. SISON, III
ATLEE R. WAMPLER, III
RICHARD A. FREEMAN
S. ALAN STANLEY
AMA R. CRAFT
JAMES J. MCNALLY
MAUREEN DONAH
WILLIAM E. WHITNEY
LAURENCE L. COOK
DIANE H. TUTT
PAUL H. HAGGLUND
ANGELA L. DEMOVANESEAN
JANE C. RANKIN
ROBERT D. BROWN

STEVEN P. OPPENHEIM
ROBERT H. SECHEN
GREGORY A. POPP
JAMES R. COAD
THOMAS H. BOYD
REBECCA H. HAYES
MERRILL H. CROSS
DONALD A. BLACKWELL
RICHARD S. CROFT
WART E. COLLARD
RICHARD R. STANTON
MARK D. SWANSON
NEAL B. SHNIDERMAN
MARK W. HERTNER
EDWIN C. GLEASON
MUGH J. SEHAN
LAURIE SCHACK COHEN
FRANCINE L. RACOFF
P. CAMPBELL FORD
MICHAEL P. SCIAN
HARRY T. NOBELMSEN
PETER S. RUSS
JOSEPH R. SUTHERLAND
KELLEY J. BAGGER
MARTIN E. FORD

CAROL L. JENNER
DARY W. PRESTON
DONALD A. GOLDEN
J. RANDOLPH LIEBLER
NARCISUS W. WILES
PIETA A. HETTER
JEAN D. S. LEATON
RUSSELL A. SIBLEY, JR.
JEFFREY B. LATHE
MARK WILLIAMS
WILLIAM H. CHARNOVICH
JAMES J. BREEN
MARCIA LEE

T. J. BLACKWELL (1898-1984)
H. L. GRAY, JR. (1902-1976)

OF COUNSEL
WILLIAM H. WALKER, JR.
SAMUEL J. POWERS, JR., P.A.
WILLIS H. FLICK, P.A.
ROBERT ABT, P.A.

MAIN OFFICE
ONE S.E. THIRD AVENUE
SUITE 2400
MIAMI, FLORIDA 33131
(305) 358-8880

PLEASE REPLY TO:
WOODLAND COMMONS
SUITE 8
1970 MICHIGAN AVENUE
COCOA, FLORIDA 32922
(305) 831-8888

FLORIDA OFFICES
FORT LAUDERDALE
WEST PALM BEACH
FORT MYERS
SARASOTA
TAMPA
AENDALE LAKES
CLEARWATER
WEST GATE
STUART
BOCA RATON
JACKSONVILLE
FT. WALTON BEACH
NAPLES
DELTONA
CORAL GABLES
COCOA
BRANDON

July 29, 1986

Four Seasons Condominium Association
3799 South Banana River Drive
Cocoa Beach, Florida 32931

Re: Certificate of Amendment to Declaration
of Condominium of the Four Seasons Condominium

Dear Ms. Farrell:

Enclosed you will find a copy of the original recorded Certificate of
Amendment for Four Seasons.

Thank you for your attention to this matter.

Very truly yours,

Gregory A. Popp
For the Firm

GAP/mlt
encs.

2715-2451

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21.00

4.00

RECORDED AND VERIFIED
CERTIFICATE OF AMENDMENT TO DECLARATION
OF CONDOMINIUM OF THE FOUR SEASONS CONDOMINIUM

CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF THE FOUR SEASONS CONDOMINIUM made the 5th day of June, 1984, by
the undersigned officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION,
INC., a Florida corporation not for profit, duly authorized by
appropriate action of the membership of said corporation;

WHEREAS, THE FOUR SEASONS CONDOMINIUM (referred to hereinafter
as "Condominium") has been formed pursuant to "DECLARATION OF
CONDOMINIUM OF THE FOUR SEASONS CONDOMINIUM" (referred to hereinafter
as "Declaration"), dated the 27th day of February, 1979, and recorded
in the Public Records of Brevard County, Florida, in Official Records
Book 2012, Pages 574 through 625, and as later amended; and,

WHEREAS, the Declaration, as earlier amended, provides in
Article XIII thereof that the restrictions, reservations, covenants,
conditions and easements may be modified or amended; and

WHEREAS, it is the intention that the modifications or
amendments to the Declaration as adopted by the members be more
fully set forth.

W I T N E S S E T H:

NOW, THEREFORE, the undersigned Officers and Members do
hereby modify and amend said Declaration in the following manner,
otherwise the same to remain in full force and effect:

ITEM 1

STATEMENT OF AMENDMENT

Provisions of the Declaration appearing in Article III,
Paragraph 3 thereof, address, inter alia, appurtenant shares in
common elements, and there is referred to or described in the
Declaration or amendments thereto, including the attached exhibits,
the non-exclusive perpetual easement of ingress and egress of the
owners of units to their units over the walks, terraces, paved
driveways and other common property from and to the river and the
public highway bounding the Condominium complex. Due to considerations
of security of the Condominium and the owners and occupants of units
therein, it is approved that the North and South driveway entrances

Prepared by and return to: Gregory A. Popp, Esquire 1970 Michigan
Avenue, Building I, Suite 8, Cocoa, FL 32922

2715 OFFICE
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to the Condominium be closed and that all ingress and egress to the Condominium from South Banana River Drive be made by the main entrance to the Condominium.

ITEM 2

STATEMENT OF AMENDMENT

Provisions of the Declaration appearing in Article X, Paragraph 6 thereof, dealing with the rental of units in the Condominium, are hereby amended to provide for minimum rental periods of three (3) consecutive months, said paragraph to read now as follows:

X
USE RESTRICTIONS

b. The apartment may be rented for a minimum period of three (3) consecutive months provided the occupancy is only by one lessee and members of his immediate family, guests and his servants. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. Subleasing of apartments is prohibited.

ITEM 3

STATEMENT OF AMENDMENT

Provisions of the Declaration appearing in Article XIII, subparagraph one thereof, dealing with the manner of modification or amendment of the Declaration, are hereby amended to delete the requirement that such modifications or amendments be signed by at least sixty-six and two-thirds percent (66-2/3%) of the unit owners and to substitute therefor that modifications or amendments be approved by said number of unit owners, said paragraph to read now as follows:

XIII
AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, approved by the

owners of at least sixty-six and two-thirds percent (66-2/3%) of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws, and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the developer without the consent of all such mortgagees or the developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees the developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers.

ITEM 4

STATEMENT OF AMENDMENT

Provisions of the Declaration, appearing in Article XII thereof, dealing with special assessments for additions, alterations or improvements by the association are hereby amended to provide that special assessments in excess of fifteen percent (15%) of the current regular annual assessment shall require prior written consent from sixty-six and two-thirds per cent (66-2/3%) from voting members, said Article to read now as follows:

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have

been approved by a majority of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed fifteen percent (15%) of the current regular annual assessment, unless prior written sixty-six and two-thirds percent (66-2/3%) consent is received from voting members.

IN WITNESS WHEREOF, the undersigned officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., have executed this Certificate of Amendment.

(Corporate Seal)

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

By Henry A. Mulligan
President

Attest John A. Pregel

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on the 5th day of June, 1986, before me personally appeared Henry A. Mulligan and Fred A. Ribgal, Jr., as President & Secretary respectively, of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such Officers and acknowledged the execution thereof to be their act and deed as such Officers for the uses and purposes therein mentioned, and they have affixed thereto the Official Seal of said Corporation.

WITNESS my hand and official seal at Cocoa Beach in the County of Brevard and State of Florida, the day, and month and year aforesaid.

Notary Public - State of Florida

My Commission Expires: Dec 5, 1988

CERTIFICATION

The undersigned, President and Secretary/Treasurer of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., hereby Certify that the foregoing and attached Certificate of Amendment to Declaration of Condominium of THE FOUR SEASONS CONDOMINIUM, was duly adopted by affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Administration and of the members owning not less than sixty-six and two thirds of the apartment units in the Condominium, at a meeting of the membership held on the 5th of June, 1984.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 5th day of June, 1986.

THE FOUR SEASONS CONDOMINIUM
ASSOCIATION, INC.

By: Henry A. Mulligan

(Corporate Seal)

ATTEST:

Fred A. Fitzgerald

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Certification was acknowledged before me this 5th day of June, 1986 by HENRY A. MULLIGAN and FRED A. FITZGERALD, Jr., as President & Secretary, respectively, of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., as the act and deed of said Corporation by and through the official action of its Board of Administration and membership.

[Signature]
Notary Public - State of Florida

My Commission Expires: Dec. 5, 1988

10662 REC-1

2715

DATE

2455

207

Sub 3 Notarized
1970 Michigan
Cera, FL 32922

CERTIFICATE OF AMENDMENT TO BYLAWS
OF THE FOUR SEASONS CONDOMINIUM

THIS CERTIFICATE OF AMENDMENT TO THE BYLAWS OF THE FOUR SEASONS CONDOMINIUM made the 29th day of February, 1988, by the undersigned officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, duly authorized by appropriate action of the membership of said corporation;

WHEREAS, THE FOUR SEASONS CONDOMINIUM (referred to hereinafter as "Condominium") has been formed pursuant to DECLARATION OF CONDOMINIUM OF THE FOUR SEASONS CONDOMINIUM (referred to hereinafter as "Declaration"), dated the 27th day of February, 1979, and recorded in the Public Records of Brevard County, Florida, in Official Records Book 2012, Pages 574 through 625, and as later amended; and

WHEREAS, the Bylaws OF THE FOUR SEASONS CONDOMINIUM, provide in Paragraph 8 that said Bylaws may be modified or amended; and

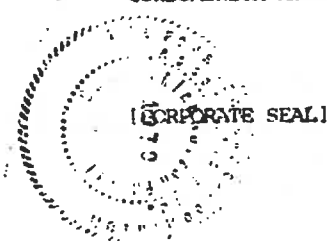
WHEREAS, it is the intention that the modification or amendment to the Bylaws as adopted by the members be more fully set forth.

WITNESSETH:

NOW, THEREFORE, the undersigned Officers and Members do hereby modify and amend said Bylaws in the following manner, otherwise the same to remain in full force and effect:

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

IN WITNESS WHEREOF, the undersigned officers of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., have executed this Certificate of Amendment.



THE FOUR SEASONS CONDOMINIUM
ASSOCIATION, INC., a Florida
Corporation Not For Profit

By Natale DeSesa
Natale DeSesa, President

ATTEST:

Reese Corcoran
Secretary

OFF. REC.
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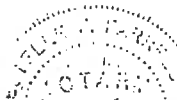
88 MAR -8 PM 1:07

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NATALE DESESA and JEAN CORNELIUS well known to me to be the President and Secretary of FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., respectively, and to me known to be the person (s) who executed the foregoing instrument on behalf of the corporation, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation for the uses and purposes therein expressed 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 27 day February, 1988.



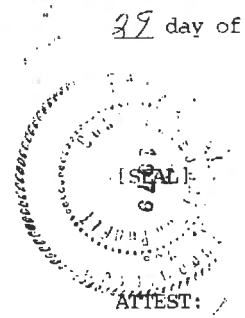
My commission expires:
Notary Public, State of Florida
My Commission Expires Dec. 28, 1990
Bogged L.H. Troy Fain - Insurance Inc.

Estate of F. Fain
Notary Public

CERTIFICATION

The undersigned, President and Secretary of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., hereby certify that the foregoing and attached Certificate of Amendment to the Bylaws of THE FOUR SEASONS CONDOMINIUM, was duly adopted by affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Administration and of the members owning not less than sixty-six and two thirds of the apartment units in the Condominium, at a meeting of the membership held on the 9th day of February, 1988.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29 day of February, 1988.



THE FOUR SEASONS CONDOMINIUM
ASSOCIATION, INC.

By Natale DeSesa
Natale DeSesa, President

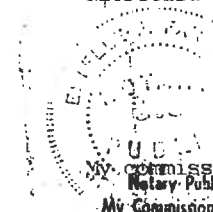
Jean Cornelius
Secretary

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NATALE DESESA and JEAN CORNELIUS well known to me to be the President and Secretary of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., respectively, and to me known to be the person (s) who executed the foregoing instrument on behalf of the corporation, and they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation for the uses and purposes therein expressed 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 29 day of February, 1988.



E. F. Fain
Notary Public

My commission expires:
Notary Public, State of Florida
My Commission Expires Dec. 23, 1990
Bonded Thru Troy Fain - Insurance Inc.
PREPARED BY AND RETURN TO:

Gregory A. Popp, Esq.
BLACKWELL, WALKER, FASCELL & HOEHL
1970 Michigan Avenue, Suite 8
Cocoa, Florida 32922

2886

PAGE
2464

WILLIAM G. NORWICH

ATTORNEY AT LAW
45 SOUTH ATLANTIC AVENUE
POST OFFICE BOX 320606

COCOA BEACH, FLORIDA 32932-0606

WILLIAM G. NORWICH

TELEPHONE (407) 783-0606
FAX (407) 799-1906

MAURICE B. GRALLA
OF COUNSEL

May 31, 1990

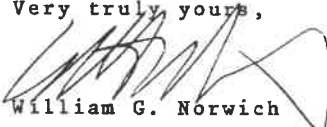
Four Seasons Condominium Association, Inc.
3799 South Banana River Blvd.
Cocoa Beach, Florida 32931

Attention: "Mike" Farrell

Dear Mike:

Enclosed herewith please find the original Amendment to the Declaration of Condominium which was recorded in Book 3062, at Page 1696 of the Public Records of Brevard County, Florida on May 25, 1990. This Amendment should be kept with the original recorded Declaration of Condominium. Also enclosed is a statement for services rendered.

Very truly yours,


William G. Norwich

WGN:mt
Enclosures

3062-1696

PGS 1
TRUST FUND \$ 5.00
REC FEE \$ 5.00
DOC ST. \$
INT TAX \$
SER. CHG. \$
REFUND \$
NAMES 2
RECEIPT PAYMENT AS
INDICATED FOR CLASS
C INTANGIBLE & DOC
STAMP TAXES INCLUDING
PENALTY & INTEREST
J. J. Farrell
Clerk Circuit Court
Brevard Co., Florida

Prepared by and Return to:
William G. Norwich, Esq., P.O. Box 320606
Cocoa Beach, Florida 32932-0606

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

THE FOUR SEASONS CONDOMINIUM

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, pursuant to the authority reserved in Article XIII establishing THE FOUR SEASONS CONDOMINIUM, recorded in Official Records Book 2012, Pages 574 through 625, inclusive, of the Public Records of Brevard County, Florida, as amended, hereby further amends the said Declaration of Condominium above described by amending Article XI of the Declaration of Condominium to add additional verbage. Article XI is amended to read as follows:

ARTICLE XI
LIMITATIONS UPON RIGHT OF OWNER
TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment, excluding the installation of screen doors which may be of two types - security screen doors and non-security screen doors. Security screen doors must consist of a white frame, dark screen and full-length dark grill. Non-security screen doors must consist of a white frame, dark screen and white cross bar. Prior to installation, all screen doors must be approved by the Board of Directors.

IN WITNESS WHEREOF the above stated Condominium Association has caused these presents to be signed and sealed this 9 day of May, 1989, 1990.

Signed, Sealed and Delivered
in the Presence of:

THE FOUR SEASONS CONDOMINIUM
ASSOCIATION, INC.

Estelle F. Farrell

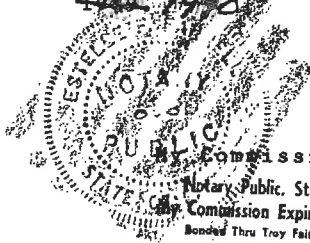
Lorraine Fountain
LORRAINE FOUNTAIN, V. President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 9 day of May, 1989, 1990 before me personally appeared LORRAINE FOUNTAIN, Vice President of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing Amendment to Declaration of Condominium, and she acknowledged the execution thereof to be her free act and deed as such officer for the purposes therein mentioned, and that she affixed thereto the official seal of said corporation.

WITNESS my hand and official seal at Cocoa Beach, in the County of Brevard and State of Florida this 9 day of May, 1989, 1990.

Estelle F. Farrell
NOTARY PUBLIC



My Commission expires:
Notary Public, State of Florida
My Commission Expires Dec. 28, 1990
Bonded Thru Troy Fair - Insurance Inc.

WILLIAM G. NORWICH

ATTORNEY AT LAW

45 SOUTH ATLANTIC AVENUE

POST OFFICE BOX 320606

COCOA BEACH, FLORIDA 32932-0606

WILLIAM G. NORWICH

TELEPHONE (407) 783-0806

FAX (407) 788-1806

MAURICE B. GRALLA
OF COUNSEL

October 18, 1994

Four Seasons Condominium Assn., Inc.
3799 S. Banana River Blvd.
Cocoa Beach, FL 32931

Re: Amendment to Declaration of Condominium

Dear Sirs:

I am enclosing herewith the following in regard to the referenced Declaration of Condominium:

1. Amendment to Declaration of Condominium of The Four Seasons Condominium as recorded in OR Book 3427, Page 1405, Public Records of Brevard County, Florida.

2. Statement for Services rendered.

If you have any questions, please do not hesitate to contact me and I thank you for the opportunity of serving you in this matter.

Very truly yours,

William G. Norwich
ph

WILLIAM G. NORWICH

WGN:ph
Enclosures

Sandy Crawford Clerk Ctr
Recorded and Verified Brevard 2
Pgs. 2 # Names 2
Trust Fund 1.50 Pec Fee 9
Stamp-Ded _____ Excise Tax _____
Stamp-Mtg _____ Int Tx _____
Service Chg _____ Refund _____

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
THE FOUR SEASONS CONDOMINIUM

THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, pursuant to to the authority reserved in ARTICLE XIII establishing THE FOUR SEASONS CONDOMINIUM, recorded in Official Records Book 2012, Pages 574 through 625, inclusive, of the Public Records of Brevard County, Florida, as amended, hereby further amends the said Declaration of Condominium above described by amending ARTICLES VII and XI of the Declaration of Condominium to add additional verbage as follows:

ARTICLE VII
COMMON EXPENSE, ASSESSMENTS, COLLECTIONS,
LIEN AND ENFORCEMENT LIMITATIONS

The Board of Administration of the Association shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the units and the common property and public liability insurance for the common property, operating expenses, maintenance expenses, repairs, utilities, duly franchised cable television service obtained pursuant to a Bulk Contract, replacement reserve, and reasonable operating reserve for the common property. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen (15%) percent of the total projected common expenses for the year. Each apartment shall be liable for the payment to the Association of one/one hundred seventy fourth (1/174) of the common expenses as determined in said budget.

LIMITATIONS UPON RIGHT OF OWNER TO ALTER
OR MODIFY APARTMENT, SECTION XI

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment, excluding the installation of screen doors which may be of two types - security screen doors and non-security screen doors. Security screen doors must consist of a white frame, dark screen and full-length dark grill. Non-security screen doors must consist of a white frame, dark screen and white cross bar. Prior to installation, all screen doors must be approved by the Board of Directors and excluding the installation of hurricane shutters or porch enclosures. Specifications for the installation of hurricane shutters or porch enclosures for buildings 1 through 10 must be approved by the Board of Directors prior to installation. The shutters being installed MUST BE WHITE and retract into a WHITE housing when not protecting the screens or windows. The company installing said shutters must carry liability insurance, be licensed, and be responsible for any damage done to the common property. All specifications must comply with local building codes.

IN WITNESS WHEREOF the above stated Condominium Association has caused these presents to be signed and sealed this 30th day of September, 1994.

Signed, Sealed and Delivered
in the Presence of:

Phoebe L. Hasselton

Katherine B. Diamond

THE FOUR SEASONS CONDOMINIUM
ASSOCIATION, INC.

BY: Natale DeSesa
Natale DeSesa, President

STATE OF FLORIDA
COUNTY OF BREVARD

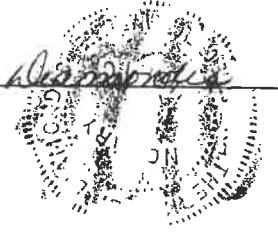
I HEREBY CERTIFY that on this 30th day of September, 1994, before me personally appeared NATALE DeSESA, as President of THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, under the laws of the State of Florida, to me well known to be the person described in and who executed the foregoing Amendment to Declaration of Condominium, and he acknowledged the execution thereof to be his free act and deed as such officer for the purposes therein mentioned, and that he affixed thereto the official seal of said corporation.

WITNESS my hand and official seal at Cocoa Beach, in the County of Brevard and State of Florida this 30th day of September, 1994.

Katherine B. Diamond
NOTARY PUBLIC

My Commission Expires

Notary Public, State of Florida
My Commission Expires June 4, 1995
Bonded Thru Troy Fain - Insurance Inc.



FOUR SEASONS CONDOMINIUM ASSOCIATION

3799 S. Banana River Blvd.

Cocoa Beach, FL 32931

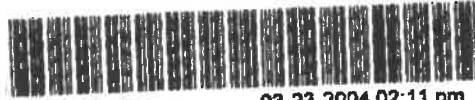
321-783-7008

321-783-0127 fax

Scott Ellis

Clerk Of Courts, Brevard County

gs: 4 #Names: 2 Serv: 0.00
st: 2.50 Rec: 17.00 Excise: 0.00
nt Tax: 0.00
ig: 0.00



CFN 2004088393 03-23-2004 02:11 pm

OR Book/Page: 5235 / 3019

March 22, 2004

**CERTIFICATION OF AMENDMENT
TO DECLARATION OF CONDOMINIUM**

of

The Four Seasons Condominium Association

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 09, 2004, by a vote of not less than sixty-six (66) and two-thirds (2/3rds) of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for the Four Seasons Condominium Association as originally recorded in Official Record Book 2012, Pages 574 through 625, et seq., with amendments thereto in the Public Records of Brevard County, and the same is hereby amended as follows:

1. The Declaration of Condominium of The Four Seasons Condominium Association is hereby amended in accordance with Paragraph XIII, entitled "AMENDMENT OF DECLARATION", which provide that the restrictions, reservations, covenants, conditions and easements of the Declaration of Condominium may be modified by recording such modification in the Public Records in Brevard County, Florida, signed by sixty-six and two-thirds percent (66 2/3%) whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Lays and Articles of Incorporation of the Association; and

2. The By-Laws of the Four Seasons Condominium Association, Inc. as set forth in Exhibit "D" of the Declaration of Condominium, provide in Item 8 that in order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire Board of administration and by an affirmative vote of the members owning not less than Sixty-Six and Two-Thirds percent (66 2/3%) of the apartment units in the condominium.

NOW, THEREFORE, the undersigned Officers and Members do hereby modify and amend said Declaration and By-Laws in the following manner, otherwise the same to remain in full force and effect:



CFN: 2004088393

OR Book/Page: 5235 / 3020

ITEM 1
STATEMENT OF AMENDMENT

Provisions of the Declaration appearing in Article X, Paragraph "b." thereof, dealing with the rental of units in the Condominium, is hereby amended to provide for the minimum rental periods of six (6) consecutive months, said paragraph to read now as follows:

X
USE RESTRICTIONS

b. The apartment may be rented for a minimum period of six (6) consecutive months provided the occupancy is only by one lessee and the members of his immediate family, guests and his servants. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time-sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time-sharing program is prohibited. Subleasing of apartments is prohibited.

ITEM 2
STATEMENT OF AMENDMENT

Provisions of the Declaration appearing in Article X, Paragraph k, thereof, dealing with the auto parking spaces is hereby amended by adding the overnight parking of commercial vehicles, said paragraph to read now as follows:

X
USE RESTRICTIONS

k. No auto parking space may be used for any purpose other than parking automobiles which are in operating condition. Boats and boat trailers are permitted only in areas designated the Board of Directors. No other vehicles or objects, including but not limited to the overnight parking of commercial vehicles, trucks, motorcycles, trailers and recreational vehicles will be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and

by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises.

ITEM 3
STATEMENT OF AMENDMENT

3. ANNUAL AND SPECIAL MEETINGS OF THE4 MEMBERSHIP

Provisions of the By Lays appearing in paragraph 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP, dealing with the date and time of the annual meeting is here by amended to provide that the annual meeting will be held the first Tuesday in February and will start at 7:00 p.m., said paragraph to read now as follows:

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

IN WITNESS WHEREOF, THE FOUR SEASONS CONDOMINIUM ASSOCIATION, INC., has caused this Certification of Amendment to be executed in accordance with the authority hereinabove express this 23rd day of March 2004.



THE FOUR SEASONS
CONDOMINIUM ASSOCIATION

ATTEST:

Lorraine T. Speck
LORRAINE T. SPECK
Secretary

By: *Claudia P. Hennigan*
Claudia P. Hennigan
President



CFN 2004088393
OR Book/Page: 5235 / 3021

STATE OF FLORIDA

COUNTY OF BREVARD



CFN:2004088393

OR Book/Page: 5235 / 3022

The foregoing instrument was acknowledged before me this 23rd day of March 2004. By Claudia P. Hennigan - President, who is personally known to me or who has produced a driver's license, passport, or identification card issued by a state or a branch of the federal government as identification, and who did (did not) take an oath.

Alice Lofumento
Notary Public

My commission expires:

Commission No.



Alice I Lofumento
My Commission DD185022
Expires March 07, 2007

