

CONDOMINIUM DECLARATION  
OF  
SOUTH PATRICK CONDOMINIUM APARTMENTS  
55 Sea Park Boulevard  
Satellite Beach, Florida

The Secretary of Housing and Urban Development, of Washington, D.C., herein called "Secretary," on this 12th day of July, 1972, for himself, his successors, grantees, and assigns, makes the following declarations:

SECTION 1 PURPOSE. By this Declaration the Secretary submits six existing multifamily rental structures originally constructed as South Patrick Apartments, FHA Project No. 067-00021, in accordance with plans and specifications, herein called "building plans," by T. Trip Russell and Associates of Miami, Florida, and land on which said improvements are situated to the condominium form of ownership and use as provided by Chapter 711, Florida Statutes 1963, as amended and herein called "Condominium Act."

1.1 NAME. This Condominium shall be identified as South Patrick Condominium Apartments, and is located at 55 Sea Park Boulevard, Satellite Beach, Florida 32733.

1.2 LAND. The land owned by the Secretary hereby submitted to the condominium form of ownership and lying in Brevard County, Florida, is described as follows:

All of Block 32 of South Patrick Shores, Fifth Section, as recorded in Plat Book 13, page 34 of the Public Records of Brevard County, Florida and Tract "D" less the West 50 Feet thereof, of South Patrick Shores, First Section, as recorded in Plat Book 11, page 48 of said Public Records

herein called "land."

SECTION 2 DEFINITIONS. The terms used in the Condominium Documents shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 ASSOCIATION means South Patrick Condominium Apartments, Inc., a not-for-profit Florida corporation, and its successors, as set forth in Exhibits "A" and "B."

This instrument prepared by Steven R. Pfister, Associate Counsel, National Homes Acceptance Corporation, Lafayette, Indiana.

2.2 COMMON ELEMENTS shall include condominium property not included in the apartment units and tangible personal property required for the maintenance and operation of the condominiums, even though owned by the Association.

2.3 COMMON EXPENSES shall include the estimated and actual expenses of administration and management of the Condominium, replacement and repair of common elements, and any other costs reasonably in accordance with the Condominium Documents.

2.4 UTILITY SERVICES provided each unit shall include, but not be limited to, electric power, cable television, water and sewage disposal.

2.5 REASONABLE ATTORNEYS' FEES include services of attorneys at law whether or not judicial or administrative proceedings are involved and all review of the same by appeal or otherwise.

2.6 SINGULAR shall include the plural, PLURAL shall include the singular, and the use of any GENDER shall be deemed to include all genders whenever the context so permits.

2.7 CONDOMINIUM DOCUMENTS include this Declaration and the Exhibits annexed hereto as the same are amended from time to time:

- EXHIBIT A - Articles of Incorporation
- EXHIBIT B - By-Laws of the Association
- EXHIBIT C - Rules and Regulations
- EXHIBIT D - Table of Unit Shares of the Common  
Elements and Common Expenses
- EXHIBIT E - Regulatory Agreement
- EXHIBIT F - Survey of the Land and Buildings

2.8 LIMITED COMMON ELEMENTS are those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

2.9 SECRETARY is the Secretary of Housing and Urban Development of Washington, D.C., or his duly authorized agent.

2.10 DECLARATION is the Declaration of Condominium ownership of South Patrick Condominium Apartments and all the Condominium Documents which are hereby incorporated by reference.

2.11 CONDOMINIUM is the South Patrick Condominium Apartments.

2.12 PERIMETER WALLS are the walls between one apartment unit and another apartment unit or common areas.

2.13 UNIT is the individual apartment unit which is owned in fee simple.

SECTION 3 DEVELOPMENT PLAN. The Condominium is described and established as follows:

3.1 SURVEY AND PLOT PLAN. A survey of the land showing the apartment buildings placed thereon is attached as Exhibit "F" and a plot plan showing improvements is attached as Exhibit "F-1"

3.2 EASEMENTS. Easements as existing and as may be required for utility service are hereby reserved through the condominium property; provided, such easements that pass through a unit shall be according to the building plans unless approved in writing by the unit owner.

3.3 IMPROVEMENTS. The improvements on the land include the following:

(a) Buildings. The Condominium includes six apartment buildings described in Section 4.

(b) Other Improvements. The Condominium includes, but is not limited to parking area, a sauna, a barbecue hut, a maintenance building, a hobby shop building, landscaping, shuffleboard courts and a swimming pool located substantially as shown on the plot plan survey recorded herewith.

3.4 UNITS. The following provisions shall apply to each unit:

(a) Boundaries. Each unit shall include that part of the building which lies within the following described boundaries.

(1) Horizontal.

(i) The upper boundary is the plane formed by the interior surface of the room ceilings, and

(ii) The lower boundary is the plane formed by the interior surface of the floors.

(2) Vertical. The vertical boundaries are the planes formed by the interior surface of the perimeter walls.

(b) Air Conditioners. Any part of any air conditioner which services a particular unit and is not located within the boundaries of that unit shall be appurtenant to that unit.

(c) Each unit, together with all appurtenances thereto, shall, for all purposes, constitute separate real property which may be owned in fee simple and which may be conveyed, devised, transferred, or encumbered as real property, independently of all other parts of the Condominium, subject only to the provisions of this Declaration and the Condominium Act.

3.5 COMMON ELEMENTS. The common elements shall include the land and all other parts of the Condominium not within the boundaries of the units. The parking spaces are to be allocated by the Association in accordance with provisions in the Rules and Regulations.

3.6 LIMITED COMMON ELEMENTS shall include the terrace adjoining first floor units. Such terraces shall be for the exclusive use of the unit owner of the particular unit adjacent thereto.

3.7 ENCROACHMENTS. If a unit shall encroach on any common element or on any other unit by reason of original construction or by the non-purposeful or non-negligent act of the unit owner, then an easement appurtenant to such encroaching unit, to the extent of such encroachment, shall exist so long as such encroachment exists. If any common element shall similarly encroach on any unit then an easement appurtenant to such common element shall similarly exist.

#### SECTION 4 THE BUILDING

4.1 PLANS. Each of the six (6) buildings, which are numbered 1 through 6 as set forth in Exhibit "F", has two (2) floors with eight units on each floor, and each is more particularly described herein and by Exhibit "F-2" to "F-7" attached hereto and made a part hereof.

4.2 UNITS. The ninety-six (96) units in the six (6) buildings are identified and briefly described as follows:

<u>Type</u>	<u>Number</u>	<u>Description</u>
A	50	The one bedroom, one bath apartment consisting of approximately 614 square feet, located as follows: eighteen (18) in the Northwest side of Buildings One, Three and Six; four (4) in the middle of the Southeast side of Buildings One and Three; eight (8) in the Northeast side of Building Two; four (4) in the middle of the Southwest side of Building Two; six (6) in the

<u>Type</u>	<u>Number</u>	<u>Description</u>
		Southwest side of Building Four; two (2) in the middle of the Northeast side of Building Four; two (2) in the middle Northwest side of Building Five; and six (6) in the Southeast side of Building Five.
B	12	The Studio, one bath apartment consisting of approximately 435 square feet, located as follows: four (4) in the middle of the Southeast side of Buildings One and Three; two (2) in the middle of the Northeast side of Building Four; two (2) in the Northwest side of Building Five; and four (4) in the middle of the Southeast side of Building Six.
C	34	The two bedroom, one bath consisting of approximately 820 square feet, located as follows: twelve (12) in each corner except the West corner of Buildings One and Six; four (4) in the West and South corners of Building Two; six (6) in each corner except the North corner of Building Three; and twelve (12) in each corner except the South corner of Buildings Four and Five.

Each unit contains a kitchen, closets and a living-dining area. The main door of each unit has access to a corridor providing ingress and egress from the buildings. The room locations and dimensions are more particularly shown in Exhibits "F-2" to "F-7".

4.3 APPURTENANCES TO UNITS. Each unit owner shall own an undivided interest in the Condominium property as an appurtenance to his unit. Such undivided share in the land and other common elements is set forth in Exhibit "D" and each unit owner shall be a member of the Association and have an undivided interest in the funds and assets of the Association.

4.4 COMMON ELEMENTS are shown in detail on Exhibit "F," and shall include among other things the following:

- (a) A lobby giving access to two offices and Building One (1) and Two (2);
- (b) Stairwells on both ends of each Building;
- (c) Four concession operated laundry rooms;
- (d) Two storage and meter rooms on each floor of each Building;
- (e) Four central storage rooms;
- (f) A Recreation Room;

(g) A central corridor running the length of each floor of each Building;

(h) A plumbing network, and telephone and electrical wiring throughout each Building;

(i) A roof and foundation to each Building.

SECTION 5 MAINTENANCE, ALTERATION, AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

5.1 APARTMENTS.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a unit, except interior surfaces, contributing to the support of the buildings, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures thereof; boundary walls of units; floor and ceiling slabs; load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility service which are contained within a unit which services part or parts of the Condominium other than the unit within which contained.

(3) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(b) By the Unit Owner. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Except as elsewhere reserved to the Secretary, neither a unit owner nor the Association shall make any alterations in the portions of a unit or building which is to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of a building, or impair any easement, without first obtaining approval in writing of owners of all other units in the buildings and the written approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

#### 5.2 COMMON ELEMENTS.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility and the expense of the Association.

(b) By Unit Owners. Each unit owner shall maintain and operate the air conditioners appurtenant to his unit except at such times as the Board of Directors undertakes to maintain all such air conditioners.

(c) Alteration and Improvement. There shall be no alteration nor improvement of common elements without prior approval in writing by the record owners of all of the units; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners whose combined interest is not less than 75% of the interest in the common elements, and which does not interfere with the rights of any owners without their consent.

(d) Rules and Regulations. No occupier of the Condominium Property, guest, or employee of the Association shall use the common elements or any part thereof in any manner contrary to the provisions of this Declaration or such rules and regulations set forth in Exhibit "C" as may be promulgated from time to time by the Association.

SECTION 6 ASSESSMENTS. The making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 SHARE. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the approximate ratio of each unit area to the total area of all units. Such shares are as set forth in Exhibit "D."

6.2 PAYMENTS. Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall accrue interest at the rate of ten per cent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 LIEN FOR UNPAID ASSESSMENTS. The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid or satisfied. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording the claim of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its



successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, its successors and assigns.

SECTION 7 ASSOCIATION. The operation of the Condominium shall be by an incorporated association pursuant to Section 711.12, Florida Statutes 1963, which shall be organized and shall fulfill its functions pursuant to the following provisions:

7.1 NAME. The Association shall be identified as SOUTH PATRICK CONDOMINIUM APARTMENTS, INC., a non-profit corporation organized pursuant to Section 711.12, Florida Statutes, and Chapter 617, Florida Statutes.

7.2 POWERS. The Association shall have all of the powers and duties set forth in the Condominium Documents as they may be amended from time to time. Provided, however, that the power of the Association to purchase a unit of the Condominium shall be limited to purchase at sales in foreclosure of liens for unpaid assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of the Secretary and all record owners of mortgages upon the Condominium.

#### 7.3 MEMBERS

(a) Qualification. The members of the Association shall consist of all of the record owners of units.

(b) Change of Membership. The procedure for change of membership in the Association shall be set forth in the Articles of Incorporation, attached hereto as Exhibit "A."

(c) Voting Rights. Each member of the Association shall be entitled to vote his proportionate share of interest in the common elements as set out in Exhibit "D."

(d) Roster of Unit Owners and Mortgagees. The Association shall maintain a roster of unit owners from the initial sales of units and change of membership evidence furnished the Association. Such roster shall include: the unit owner's name, address, phone number, next of kin; the unit owner's license number, color, make and year of each car which will be parked on the Condominium parking facilities; and the name and address of the mortgagee of each unit.

7.4 BOARD OF DIRECTORS. The affairs of the Association shall be conducted by a board of five directors who shall be designated in the manner provided in the By-Laws.

7.5 INDEMNIFICATION. Every director and every officer past or present of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees, 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 Association, or any settlement thereof, except in such cases wherein the director or officer is adjudged guilty of gross negligence or malfeasance in the performance of his duties. Indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7.6 REGULATORY AGREEMENT. The provisions of a Regulatory Agreement between the Association and Secretary, attached as Exhibit "E" shall be binding until such agreement is terminated.

7.7 THE BY-LAWS of the Association shall initially be in the form attached hereto as Exhibit "B."

7.8 THE SECRETARY shall have the right to control all the powers of the Association until July 1, 1973 or all the units are sold, whichever occurs first.

SECTION 8 INSURANCE. The insurance other than title insurance which shall be carried upon the Condominium Property and the property of the unit owners shall be governed by the following provisions:

8.1 AUTHORITY TO PURCHASE. All insurance policies upon the Condominium Property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of units. Such policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

8.2 COVERAGE.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmen's Compensation policy to meet the requirement of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3 PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4 INSURANCE TRUSTEE. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an institution having offices in Brevard County, Florida, and possessing trust powers as may be approved by the Board of Directors of the Association, which trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When a Building is to be Restored -- for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(2) When a Building is Not to be Restored -- an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

8.5 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the unit owners and their respective shares of the distribution.

8.6 ASSOCIATION AS AGENT. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

SECTION 9 RECONSTRUCTION OR REPAIR AFTER CASUALTY

9.1 DETERMINATION TO RECONSTRUCT OR REPAIR. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(b) Buildings.

(1) Partial destruction. If the damaged improvement is a building, and if any unit in the Condominium is found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(2) Total destruction. If the damaged improvement is a building, and if none of the units in the Condominium are found by the Board of Directors of the Association to be tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty unit owners who own seventy-five per cent (75%) of the interest in the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 PLANS AND SPECS. Any reconstruction or repair must be substantially in accordance with the original building plans, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the

Association, and if the damaged property is a building, by the owners of all damaged units therein which approvals shall not be unreasonably withheld.

9.3 RESPONSIBILITY. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instance the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 ESTIMATE OF COSTS. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of costs thereof are insufficient, assessments shall be made against all unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the unit owner's share in the common elements.

9.6 CONSTRUCTION FUNDS. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is

more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgagee endorsement as to such unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(3) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Association.



(4) Surplus. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

9.7 CONDEMNATION. The taking of a portion of a unit or the common elements by eminent domain shall be deemed a casualty, and the awards for such taking shall be deemed proceeds from insurance on the account of casualty and shall be deposited with the Insurance Trustee. Each unit owner and unit mortgagee, if any, shall be entitled to notice of such proceedings from the Association officers and to participate in the proceedings. After damages are determined each unit owner and unit mortgagee shall be entitled a share in the award as their respective interest may appear to be distributed by the Insurance Trustee as provided in Section 8.5. If the whole of a unit is taken by eminent domain, the Association shall purchase at fair market price, as reasonably determined by the Association, the undivided interest each such unit shares in the remaining common elements.

SECTION 10 USE RESTRICTIONS. The use of the property of the Condominium shall be in accordance with the following provisions so long as the Condominium exists and the apartment buildings in useful condition exist upon the land:

10.1 APARTMENTS. Each of the units shall be occupied only by a single family, its servants and guests, as a residence and for no other purpose. No apartment may be divided or subdivided into a smaller unit, nor any portion thereof sold or otherwise transferred, without first amending this Declaration to show the changes in the apartment units to be affected thereby.

10.2 COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit owners.

10.3 NUISANCES. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use

of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements which will increase the rate of insurance upon the Condominium Property.

10.4 LAWFUL USE. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 LEASING. All present or future owners, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration and the mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of said units shall signify that the provisions of this Declaration are accepted and ratified.

The respective units shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as a rental for any period less than ninety (90) days. Other than the foregoing obligations, the owners of the respective units shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in the Condominium Documents.

10.6 REGULATIONS. Reasonable regulations as set forth in Exhibit "C" may be amended from time to time on approval by any group of unit owners who own sixty per cent (60%) of the interest in the common elements.

10.7 PROVISIO. Provided, however, that until the Secretary has sold all of the units of the Condominium, neither the unit owners nor the Association nor the use of the Condominium Property shall interfere with the completion of any contemplated improvements and the sale of the units. The Secretary may make such use of the unsold units and common areas as may facilitate sales, including but not limited to

maintenance of a sales office, the showing of the property and the display of signs.

SECTION 11 COMPLIANCE AND DEFAULT. Each unit owner shall be governed by and shall comply with the terms of the Condominium Documents as they may be amended from time to time.

The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act or Condominium Documents shall not constitute a waiver of the right to do so thereafter.

SECTION 12 AMENDMENTS. The Condominium Documents may be amended in the following manner as well as in the manner elsewhere provided:

12.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

12.2 RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing. Except as elsewhere provided, such approvals must be either by:

(a) Not less than three Directors and by any group of unit owners who own seventy-five per cent (75%) of the interest in the common elements; or

(b) Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of units nor alter the boundaries of the common elements.

12.3 AGREEMENTS. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Brevard County, Florida.

12.4 PROVISIO.

(a) Provided, any amendment approved prior to July 1, 1973,

or the sale of all the units, whichever occurs first, will not be effective without the consent of the Secretary.

(b) Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record owners of all mortgages upon units in the Condominium shall join in the execution of the amendment.

12.5 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Brevard County, Florida.

SECTION 13 TERMINATION. The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

13.1 DESTRUCTION. In the event it is determined as provided in Section 9 that the buildings shall not be reconstructed because of major damage, the Declaration will be thereby terminated without agreement.

13.2 AGREEMENT. The Condominium may be terminated at any time by the approval in writing of all of the owners of the Condominium, and by all record owners of mortgages upon units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval by not less than 86 of the unit owners prior to 1992 or 72 of the unit owners after 1992 and

of the record owners of all mortgages upon units in the Condominium are obtained not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth day from the date of such meeting. Such option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased of an agreement to purchase signed by the record owners of units who will participate in the purchase.

(b) Price. The sales price for each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association. The expense of the arbitrations shall be paid one-half by the purchaser and one-half by the seller.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

13.3 CERTIFICATE. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Brevard County, Florida.

13.4 SHARES OF OWNERS AFTER TERMINATION. After termination of the Condominium the unit owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided share of the unit owners shall be the same as the undivided

shares in the common elements appurtenant to the owners' units prior to the termination.

13.5 AMENDMENT. This section concerning termination cannot be amended without consent of all unit owners and of all owners of mortgages required to approve termination by agreement.

SECTION 14 SEVERABILITY. Any part of this agreement held to be inoperative shall be severable and is to be severed, and such inoperative part shall not affect the remaining portions of this agreement. The remaining parts shall continue in full force and effect as if the severed parts had never been included herein.

IN WITNESS WHEREOF, the Secretary has executed this Declaration the day and year first above written.

WITNESS

Secretary of Housing and Urban Development

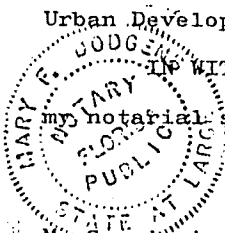
Wesley L. [Signature]  
Brenda N. Weaver

By: K. Wayne Swiger  
K. Wayne Swiger, Authorized Agent  
Tampa Insuring Office

STATE OF FLORIDA }  
COUNTY OF HILLSBOROUGH } SS:

On this 17<sup>th</sup> day of July, 1972, before me appeared K. Wayne Swiger, and known to me to be the person who, being duly sworn, did say that he is the duly appointed Authorized Agent and the person who executed the foregoing Declaration of Condominium by virtue of the authority vested in him by 24 C.F.R. 200.96 and acknowledged the same to be his free and voluntary act and deed as Authorized Agent for and on behalf of the Secretary of Housing and Urban Development.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 17<sup>th</sup> day of July, 1972.



Mary F. Dodgens  
Notary Public

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires May 11, 1974  
Bonded by American Fire & Casualty Co.

This instrument was prepared by: Steven R. Pfister, Associate Counsel, National Homes Acceptance Corporation, Lafayette, Indiana.

# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
certify that the following is a true and correct copy of

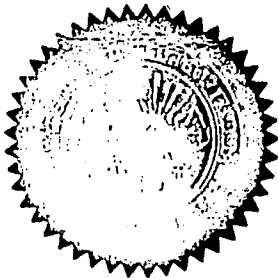
## CERTIFICATE OF INCORPORATION

OF

SOUTH PATRICK CONDOMINIUM APARTMENTS, INC.

a corporation not for profit organized and existing under the Laws of the State of  
Florida, filed on the 28th day of July, A.D., 1972,  
as shown by the records of this office.

GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
31st day of July,  
A.D., 1972.



*Richard (Dick) Stone*

SECRETARY OF STATE

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091 of Florida Statutes, the following is submitted, in compliance with said Act:

First--That South Patrick Condominium Apartments, Inc. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of Satellite Beach, County of Brevard, State of Florida has named Wesley A. Bray located at 1331 South Harbor City Boulevard, City of Melbourne, County of Brevard, State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By Wesley A. Bray (Agent)



EXHIBIT "A"

ARTICLES OF INCORPORATION

OF

SOUTH PATRICK CONDOMINIUM APARTMENTS, INC.

A FLORIDA CORPORATION NOT FOR PROFIT

FILED  
JUL 23 3 35 PM '72  
CLERK OF DISTRICT COURT  
TALLAHASSEE, FLORIDA

1. Name and Place of Business. The name of the corporation is South Patrick Condominium Apartments, Inc. The place of business shall be 55 Sea Park Boulevard, Satellite Beach, Florida 32733.
2. Purpose. The corporation is organized as a corporation not for profit under the provisions of Chapter 617 of the Florida Statutes and is a Condominium Association as authorized by Section 711.12, Florida Statutes. The purpose for which the corporation is organized is to be the entity which administers on a non-profit basis the South Patrick Condominium Apartments. The description of the land subject to said Association is attached hereto as Exhibit "A-1". Said Condominium is herein called "Condominium" and the Declaration of the Condominium is herein called "Declaration".
3. Admission and Qualification of Members. The members of this corporation are all of the record owners of units of the Condominium. Change of membership shall occur by recording with the Public Records of Brevard County, Florida, a deed or other instrument establishing record title to a unit and by delivering to the corporation a certified copy thereof, and by said recordation the prior owner's membership shall terminate.
4. Term. The existence of the corporation shall be perpetual unless the Condominium is terminated pursuant to the Declaration. In the event of such termination the corporation shall be dissolved in accordance with Section 617.05 of the Florida Statutes.
5. Name and Residences of Subscribers are as follows:  
 Wesley A. Bray 2640 S. Patrick Drive, Indialantic, Florida 32903  
 K. Wayne Swiger 804 Lake Elbert Court, Winter Haven, Florida 33880  
 Walter J. Smith 4526 South Cameron Avenue, Tampa, Florida 33611

6. Directors and Officers. The corporation shall have five members of the Board of Directors. The officers of the corporation shall be a President, Vice President, Treasurer, and Secretary, which officers shall be members of the Board of Directors and shall be elected to a one-year term by the Board of Directors at an annual organizational meeting. The officers and directors may lawfully exercise the powers enumerated in Section 10, notwithstanding any self-dealing pursuant to Section 10.3 when the self-dealing is disclosed in the Declaration as recorded or amended.

7. Board of Directors. The five members of the Board of Directors until the first election are:

K. Wayne Swiger	804 Lake Elbert Court, Winter Haven, Florida 33880
Hughel D. Phillips	10502 Lake Carroll Way, Tampa, Florida 33618
Walter J. Smith	4526 South Cameron Avenue, Tampa, Florida 33611
Beulah N. Weaver	55 Sea Park Boulevard, Apt. 507, Satellite Beach, Florida 32733
Wesley A. Bray	2640 S. Patrick Drive, Indialantic, Florida 32903

8. Name of Officers. The officers until the first election are:

President . . . . .	K. Wayne Swiger
Vice President . . . . .	Wesley A. Bray
Secretary . . . . .	Beulah N. Weaver
Treasurer . . . . .	Walter J. Smith

9. By-Laws. The original By-Laws are to be made by the Board of Directors and said By-Laws may be amended, altered, or rescinded only as provided by said By-Laws or the Declaration.

10. Powers. The powers of the corporation are:

10.1 All powers set forth in Section 617.021 of the Florida Statutes which are consistent with Chapter 711, Florida Statutes, except where limited by the Declaration or By-Laws.

10.2 All powers of an Association set forth in Section 711.12 of the Florida Statutes, except where limited

by the Declaration or By-Laws.

10.3 To negotiate and execute a contract for the management of the Condominium.

10.4 To acquire the land for the Condominium subject to the provisions of the Declaration and By-Laws.

10.5 To operate and manage on a non-profit basis the Condominium as provided by the Declaration and By-Laws as amended.

11. Amendment of Articles. These articles may only be amended according to the provision on Amendments in the Declaration.

We, the undersigned, being the subscribers hereto, do hereby subscribe to these Articles of Incorporation and in witness whereof we have hereunto set our hands this 17th day of July, 1972.

Wesley A. Bray  
Wesley A. Bray

K. Wayne Swiger  
K. Wayne Swiger

Walter J. Smith  
Walter J. Smith

STATE OF FLORIDA }  
COUNTY OF HILLSBOROUGH } SS:

Before me, the undersigned authority, personally appeared Wesley A. Bray, K. Wayne Swiger and Walter J. Smith, all known to me, who upon oath acknowledged before me that they executed the above and foregoing Articles of Incorporation for the purposes herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 17th day of July, 1972.

Mary F. Radburn  
Notary Public, State of Florida

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires May 11, 1974  
Approved by American Fire & Casualty Co.

This instrument prepared by: Steven R. Pfister, Associate Counsel, National Homes Acceptance Corporation, Lafayette, Indiana.

EXHIBIT "A-1"

LEGAL DESCRIPTION

All of Block 32 of South Patrick Shores, Fifth Section, as recorded in Plat Book 13, Page 34 of the Public Records of Brevard County, Florida, and the East 250 feet of Tract "D" of South Patrick Shores, First Section, as recorded in Plat Book 11, Page 48 of said Public Records.

EXHIBIT "B"  
BY-LAWS  
OF  
SOUTH PATRICK CONDOMINIUM APARTMENTS, INC.

These By-Laws conform with Section 711.11 of the Florida Statutes in governing the above condominium, herein called "Condominium", as described in the Declaration thereof, herein called "Declaration." The office of the Association shall be the address of the Condominium.

SECTION 1 MEETINGS OF THE MEMBERS.

1.1 Annual Meetings shall be held on the common elements or at a place designated by the Board of Directors at 8 o'clock p.m. on the first Tuesday in July for the purpose of electing directors and transacting business; provided first, that the Secretary's power to control in Section 7.8 of the Declaration must have terminated, and second, if that day is a legal holiday, the meeting shall be held on the next day at the same hour and place.

1.2 Special Meetings may be called by the President or Vice President and must be called upon receipt, by the Secretary, of a written request signed by thirty-two (32) of the members.

1.3 Notice of Meetings stating the time, place and purpose of the meeting being called shall be given by the officers, in writing, to each member at his address as shown on the books of the Association. Such notice shall be disbursed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of the meeting may be waived in writing before or after a meeting.

1.4 A quorum shall consist of any group of members who own at least sixty per cent (60%) of the interest in the common elements. Acts approved by a majority of members who own at least forty per cent (40%) of the interest in the common elements of those voting at a meeting at which a quorum is present shall constitute the acts of the members, except where a greater number of votes is specifically required

by the Condominium Documents. The joinder of a member in the action of a meeting by signing the minutes thereof shall constitute the presence of such member in determining a quorum.

1.5 Proxies may be made by any member and shall be valid when designated for a particular meeting and filed with the Secretary before the meeting begins.

1.6 A meeting may be adjourned by members present, if a quorum is not present, for a period not less than forty-eight (48) hours.

1.7 The order of business, if applicable, shall be:

- (a) The President shall preside over the election of a chairman for that meeting,
- (b) Calling of the roll and certifying of proxies,
- (c) Proof of Notice of the meeting or waiver of notice,
- (d) Reading and disposal of any unapproved minutes,
- (e) Reports of Officers,
- (f) Reports of Committees,
- (g) Election of Directors,
- (h) Unfinished business,
- (i) New business,
- (j) Adjournment.

1.8 Proviso. Provided, however, that until the Secretary has sold all of the units, or until July 1, 1973, whichever occurs first, the proceedings of all meetings shall have no effect unless approved by the Board of Directors.

SECTION 2 BOARD OF DIRECTORS. The affairs of the Association shall be managed by a board of five directors. After the first annual meeting each director must be a member of the Association.

2.1 Election and Term. At the first annual meeting one director shall be elected for three (3) years, and each of his successors thereafter shall be elected for a term of three years, two directors shall be elected for two (2) years, and two directors will be elected for one (1) year. At the expiration of each respective director's serving one (1) or two (2) year terms, their successors shall each be elected to serve two (2) year terms. The directors

shall hold their office until their successors have been elected and attended their first board meeting. Directors shall be elected by a majority of members present, in person or by proxy, whether or not such constitutes a quorum. Each member shall be entitled to vote his percentage vote for each nominee.

(a) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the Board by appointing a substitute for the remainder of the term of the vacant board position.

(b) Any director may be removed by concurrence of members who own at least two-thirds ( $2/3$ ) of the interest in the common elements at a special meeting called for the purpose of removal. Vacancies caused by removal shall be filled by a general election held at the same special meeting and the elected substitute director shall serve for the remaining term of the removed director.

(c) Provided until all the units are sold or until July 1, 1973, whichever occurs first, the Secretary shall have sole power to appoint and remove directors and such directors need not be unit owners nor members of the Association.

2.2 An Organizational Meeting shall be called within ten (10) days following any election, at a time and place fixed by the board members at the meeting at which the election occurs.

2.3 Regular Meetings may be held at such time and place as determined by a majority of the directors. Notice of such meetings shall be given personally to each director at least three (3) days prior to such meeting.

2.4 Special Meetings may be called by the President, and must be called by the Secretary at the written request of one-third ( $1/3$ ) of the directors. The three (3) day personal notice must state the purpose of the meeting.

2.5 Waiver of notice may be given by a director before or after meetings and the same will be equivalent to the giving of notice.

2.6 A quorum shall consist of a majority of the entire number of directors. The acts approved by a majority of those present

at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where a greater number of directors is required by the Declaration or these By-Laws.

2.7 A meeting shall be adjourned if a quorum is not present, such adjournment shall be until 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.

2.8 The presiding officer of meetings shall be the chairman of the board or, if no chairman has been elected, the President. In the absence of either, the directors shall designate which director shall preside.

2.9 Director's compensation, if any, shall be determined by the members of the Association.

SECTION 3 POWERS AND DUTIES of the Board of Directors under the Declaration, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents and employees, subject to the approval of the members only where specifically required. Such powers and duties shall include, but not be limited to the following:

3.1 To make and collect assessments against members to defray costs and expenses of maintaining and administering the Condominium.

3.2 To charge fines as set forth in Exhibit "B-2" for violations of Section 10 of the Declaration.

3.3 To use the proceeds of assessments in the exercise of its powers and duties.

3.4 To maintain, repair, replace, and operate the Condominium.

3.5 To purchase insurance on the Condominium and insurance for the protection of the Association and its members.

3.6 To reconstruct the Condominium after casualty and to further improve the Condominium.

3.7 To make and amend reasonable regulations respecting the use of the Condominium.

3.8 To enforce by legal means the provisions of the Condominium Documents.

3.9 To contract for the management of the Condominium and



to delegate to such manager all powers and duties of the Association, except such as specifically required by the Declaration or By-Laws to have approval of the Board of Directors or members.

3.10 To pay taxes and assessments which are liens against any part of the Condominium, other than units and appurtenances thereto, and to assess the same against units subject to such liens.

3.11 To employ personnel for reasonable compensation to perform the services required for proper performance of the purposes of the Association.

#### SECTION 4 OFFICERS.

4.1 The executive officers shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be directors and shall be elected annually by the Board of Directors at the organizational meeting, and who may be peremptorily removed by vote of the directors at any board meeting. A director may not hold more than two offices, and the President shall be neither the Vice President nor the Secretary. The Board of Directors shall elect from time to time such other officers, designating their powers and duties, as the board shall find required to manage the affairs of the Association.

4.2 The President shall be the chief executive officer. He shall have all the 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 members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

4.3 The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

4.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and

serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

4.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

4.6 The compensation of all employees of the Association shall be fixed by the directors, and the compensation, if any, of the officers shall be fixed by the members. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

SECTION 5 FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

5.1 Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current Expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

5.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts.

5.3 Assessments against the unit owners for their share of items of the budget shall be made, for the calendar year, annually on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal monthly installments in advance on the first day of each month. If such annual assessment is not made, the amount of the last prior assessment shall be deemed the assessment for the next calendar year. In the event the annual assessment is insufficient, both the budget and assessments shall be amended by the Board of Directors to reflect the deficient fiscal needs, and the increased assessment shall be spread equally over the remaining installments for that year. Such assessments shall be paid to the Managing Agent, or, in alternative, to the Treasurer. Until the first annual assessment is determined, assessments shall be as set forth in Exhibit "B-1" attached hereto.

5.4 The Depository of the Association will be such banks or savings and loan associations in Brevard County, Florida, who are members of FDIC or the equivalent, and as shall be designated by the directors for the deposit of Association moneys. Withdrawals shall be only by checks signed by such persons as authorized by the directors.

5.5 Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors and the premiums paid by the Association.

#### SECTION 6 OBLIGATIONS OF THE OWNERS

6.1 Assessments. All owners are obligated to pay monthly assessments imposed by the Association to meet all common expenses, which may include fines, a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of

hurricane, fire, or other hazard. The assessments shall be made pro rata according to the area ratio shown in Exhibit "D", and as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements as required in the Regulatory Agreement attached as Exhibit "E" to the Declaration.

6.2 Maintenance and Repair.

(a) Every unit owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit shall be at the owner's expense.

(c) A unit owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

6.3 Use of Units - Internal Changes. A unit owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the Managing Agent, if any, or through the President of the Board of Directors, if no management agent is employed. The Association shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

6.4 Rules of Conduct are such as set forth in the Regulations attached hereto as Exhibit "C".

6.5 Personal Application. All present or future unit owners, tenants, or their employees, or any other person that might use the facilities of the project in any manner, are subject to the regulations

set forth in these By-Laws and to the Regulatory Agreement, attached as Exhibit "E" to the Declaration.

The mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of said units will signify that these By-Laws and the provisions of the Regulatory Agreement are accepted, ratified, and will be complied with.

#### SECTION 7 MORTGAGEES

7.1 Notice to Association. An owner who mortgages his unit, shall notify the Association through the Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a roster entitled "Mortgagees of Units."

7.2 Notice of Unpaid Assessments. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

SECTION 8 PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration or By-Laws.

SECTION 9 AMENDMENT of these By-Laws shall be in the manner set forth in the Declaration.

EXHIBIT "B-1"

INITIAL ANNUAL ASSESSMENT OF THE APARTMENT  
UNIT OWNERS OF SOUTH PATRICK CONDOMINIUM APARTMENTS

Apartment Area Type

Efficiency Unit	6 ea. @ \$34.00 Monthly	Annual: Four Hundred Eight Dollars (\$408.00)
	6 ea. @ \$31.00 Monthly	Annual: Three Hundred Seventy Two Dollars (\$372.00)
One Bedroom Unit	42 ea. @ \$44.00 Monthly	Annual: Five Hundred Twenty Eight Dollars (\$528.00)
	8 ea. @ \$46.00 Monthly	Annual: Five Hundred Fifty Two Dollars (\$552.00)
Two Bedroom Unit	27 ea. @ \$60.00 Monthly	Annual: Seven Hundred Twenty Dollars (\$720.00)
	7 ea. @ \$62.00 Monthly	Annual: Seven Hundred Forty Four Dollars (\$744.00)

SOUTH PATRICK APARTMENTS ESTIMATED PRO FORMA

INCOME:

6 Efficiencies @ \$31.00 per month X 12=	2,232.00
6 Efficiencies @ \$34.00 per month X 12=	2,448.00
42 One bedroom @ \$44.00 per month X 12=	22,176.00
8 One bedroom @ \$46.00 per month X 12=	4,416.00
27 Two bedroom @ \$60.00 per month X 12=	19,440.00
7 Two bedroom @ \$62.00 per month X 12=	5,208.00
	<u>TOTAL INCOME \$55,920.00</u>

LESS EXPENDITURES:

Management and Administrative	\$8,845.00	
Security Guard Service	6,610.00	
Telephone	300.00	
Office Supplies	150.00	
TV Service	720.00	
Maintenance & Uniforms	1,650.00	
Pool Maintenance	720.00	
Custodian Supplies	840.00	
Electricity	7,500.00	
Water, Sewer, Garbage	6,200.00	
Exterminating	500.00	
Wages, Maintenance	15,080.00	
Insurance	3,750.00	
FICA-Employers & Workmens Comp.	1,375.00	
Contingencies (3% Reserve)	<u>1,680.00</u>	
	<u>TOTAL EXPENDITURES</u>	<u>\$55,920.00</u>

EXHIBIT "B-2"  
SCHEDULE OF FINES FOR VIOLATION OF USE  
RESTRICTIONS AND CERTAIN RULES

Observance of the below specified Restrictions which are essential for mutual comfort and harmonious living at South Patrick Condominium Apartments may be enforced by any unit owner's request to any one of the Directors to confer with the other Directors to decide whether or not a violation has occurred. The Director receiving a request must give a written answer within a reasonable time not to exceed five (5) days to the complaining unit owner stating either:

1) The Directors have decided a violation may have occurred or may be occurring and the board will vote on the alleged violation within five (5) days; or

2) Sixty per cent (60%) of the Directors decided to give written notice to the violator directing correction of the violation within one (1) day to avoid a second notice that a vote will be taken to assess a fine; or

3) Sixty per cent (60%) of the Directors have found the alleged violation insufficient to warrant a fine.

Written notice one (1) day prior to the vote on a violation, stating the time and a place on the Condominium Property, must be personally given to the alleged violator. Prior to said voting, at which at least eighty per cent (80%) of the Directors must be present, evidence must be heard that said notice was delivered; and the alleged violator and any one complaining unit owner may each argue before the board for five minutes and counter argue for one minute, unless evidence is heard that the alleged violator refused to attend the voting after receiving said notice. Immediately thereafter the directors shall vote in private. NO FINE SHALL BE ASSESSED UNLESS 75% OF THE DIRECTORS WHICH ARE PRESENT VOTE TO ASSESS A FINE. Said method of enforcement shall not constitute a waiver of any other remedy in law or equity



for violation of any provision in the Condominium Documents. Fines shall be determined as follows:

VIOLATION

FINE

Declaration Sections:

10.1, 10.2, 10.3, 10.4,  
and 10.5

An amount in proportion to the gravity of the violation as determined by the Board of Directors but not to exceed Forty Dollars (\$40.00) for any one violation.

Rules and Regulations:

2, 5, 10, 14, 16, 17 and 22      The cost of removal.

3 and 4      An amount equal to said expense.

6      Two Dollars (\$2.00) per day after written notice of violation from the Board of Directors.

LIEN FOR UNPAID FINES

All fines in the amount determined by the Board of Directors as provided hereinabove shall be due along with the next monthly assessment payment following said determination. All fines not paid when due shall become subject to Sections 6.2 and 6.3 of the Declaration and such fines shall be considered an "assessment" for the purposes of said Sections.

EXHIBIT "C"  
SOUTH PATRICK CONDOMINIUM APARTMENTS  
RULES AND REGULATIONS

These Rules and Regulations are established for the mutual benefit, enjoyment and comfort of South Patrick dwelling owners and to further the successful operation of the Condominium. The common facilities are for the use of unit owners, their lessees and guests, as defined in the Declaration. Unit owners are responsible for the observance of these Rules and Regulations by the members of their household, their lessees and their guests.

1. OCCUPANCY. A unit shall not be permanently occupied by more than one family nor more than four persons in a two bedroom nor two persons in a one bedroom or efficiency.

2. EXTERIOR INSTALLATIONS. Unit owners shall not install antennae or other external equipment or fixtures that affect the uniformity of the building.

3. NEGLIGENCE. Unit owners shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligent act or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates caused by misuse or abandonment of a unit or its appurtenances.

4. ATTORNEY'S FEES. Any proceeding by the Association arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws, Regulatory Agreement, or these Regulations, and as such documents are amended, shall entitle the Association to receive reasonable attorney's fees and court costs as may be awarded by the court.

5. TERRACES. Clothes lines or racks are not permitted on terraces.

6. PETS. No pets, other than small birds in cages or fish in aquariums will be permitted in the apartments.

7. USE OF FACILITIES. In order to allow for maximum enjoyment of your facilities, the following has been established:

a) Pool Regulations:

i. Children eight (8) years of age and under must have adult supervision.

ii. Anyone under 18 years of age will be allowed one guest per day during the weekdays. This is only fair to our working residents and affords the opportunity to spend the weekends with their families and guests.

iii. Guests using the swimming facilities must be registered with the manager.

iv. All guests must abide by the Rules and Regulations of South Patrick and the responsibility falls directly on the invitees.

v. Showers must always be taken before entering the pool.

vi. All women and girls and all men and boys with long hair must wear bathing caps at all times.

vii. Bicycles will not be permitted around the pool at anytime.

viii. No wrestling, shoving or throwing will be tolerated.

ix. No resident will be allowed to offer any outside group the use of the pool. Note: All guests must be in attendance of immediate family of a unit owner or they will be challenged and asked to leave the premises.

x. Absolutely no tampering with the diving board, lights or grills in the pool is permitted.

xi. No pets are permitted around the pool area.

xii. No glass containers are permitted around the pool.

xiii. Please notify the office immediately if you are certain that there are intruders in the pool and not guests . . . this is solely for your benefit.

b) Sauna Bath - The Sauna Bath is heated and open for use from 6:00 a.m. to 11:00 p.m. The heating unit is set at 175 degrees as recommended by the manufacturer. Higher heat output endangers the equipment. Therefore, we require that the controls not be manipulated. Report any malfunction to the Manager. No children under 16, unless accompanied by an adult, shall use the facility. Guests must register with the Manager before using the Sauna Bath.

c) Recreation Room - The Recreation Room is available for the enjoyment and use of all residents. Reservations must be made in advance with the Managing Agent if you desire to have a large party or group gathering. The person reserving the room is responsible for the conduct of his guests, and must leave it clean afterwards. Anyone violating any rules regarding the Recreation Room will be prohibited from using it in the future.

8. NOISE. In respect for your neighbor's quiet enjoyment of his premises, noise shall be kept to a moderate level at all times, particularly between 11:00 p.m. and 8:00 a.m.

9. MAIL. Mail shall be delivered daily except Sunday.

10. STORAGE. All objects kept in the storage areas must be kept in a neat, orderly manner and identified with the owner's name. No food or flammable materials shall be kept in any storage area. Neither the Management Agent nor the Association shall be responsible for damage or loss of any items placed in the storage areas.

11. KEYS. A passkey must be furnished by the unit owner to the Manager. If the lock is changed, a new passkey must be furnished. For your safety and security, be sure your unit is locked each time you leave. Residents going on vacation or leaving the city should notify the Managing Agent.

12. DOOR LOCKS. If you desire to purchase a chain lock, the Maintenance Department will install same and it will become a permanent fixture of the premises.

13. WINDOWS. All windows and doors must be closed before leaving a unit to prevent damage from sudden storms.

14. FIRE HAZARD. By order of the City Fire Marshal, no items that may create a fire hazard or obstruct fire exits shall be kept or used in any unit or the buildings or in particular in any air conditioning room.

15. EXTERIOR APPEARANCE. No laundry, clothing, toys, or other articles shall be placed so as to be visible from the exterior of the building.

16. LITTER. All litter in the common areas shall be placed in trash receivers and ashes and butts in urns. All users of the common areas will clean up whatever common areas they use.

17. PARKING. Parking along the curb or in front of the main lobby is prohibited except to discharge passengers or to unload parcels. Parking spaces will be assigned by the Association, so that each unit will be assigned a parking space. Your unit number will appear on the space assigned to you. Please advise guests not to park in any space bearing a unit number. If you own a boat or trailer, please request an assigned space for storage. The Management retains the right to remove unlawfully parked cars from assigned parking spaces, at the owner's expense.

Parking on Surrey Lane has been prohibited. It is not only dangerous to the safety of your car, but in case of theft or damage, our security guards have no jurisdiction in this area.

18. LAUNDRY. Laundry doors will be unlocked at all times for exclusive use by the residents. The laundry door shall be kept closed at all times, and the laundry room shall be kept clean by each resident by removing lint, spills and rubbish when caused.

19. SUPERINTENDANT. All equipment failures or damage shall be reported to the superintendant in order to assure that the failure will be remedied as soon as possible. Work done in a unit caused by carelessness of the occupants will be charged to the unit owner.

20. CHILDREN AND GUESTS. Children are not allowed to run or play in the lobby or hallways. Residents shall be strictly responsible

for the instruction of their children and guests as to the provisions of these Rules and Regulations. Security Guards shall have the authority to admonish children for their infractions of these rules. Children under 14 years old shall not be in the common areas after 9:00 p.m. unless accompanied by an adult.

21. GARBAGE DISPOSAL. To provide for a sanitary and clean environment, all garbage is to be in plastic or paper bags and placed in the trash cans provided. Trash too large to fit into the provided cans is to be placed in the large dumpsters located in the parking lot behind building three (3).

22. OBSTRUCTIONS. Bicycles, surfboards or obstructions of any kind will not be allowed in hallways, walkways or lawn areas.

23. MAINTENANCE. Requests for repairs shall be given to the office. Residents shall check with the office before installing major or unusual fixtures in their apartment unit as some fixtures may require approval by the Association. Maintenance of a personal nature is, according to the Declaration, the responsibility of the resident; do not request maintenance personnel to perform personal services during their on-duty hours.

24. EMERGENCIES. The night security guard's telephone number is . Aid will be rendered as promptly as possible. No one shall occupy at any time any emergency platforms or stairwells; such areas must be clear of encumbrances and are subject to inspection and violations are subject to issuance of citations to offenders by the City Fire Marshal.

25. LIVING QUALITY. The complete rights, privileges, duties and liabilities of apartment unit owners are explicitly stated in the Condominium Documents. Residents should be familiar with the Declaration, By-Laws, and FHA Regulatory Agreement to receive the full benefits of Condominium ownership. This is your Condominium and is designed to be a residence of dignity and a source of pride and enjoyment to you. Your cooperation with the management and with your neighbors is of the essence in assuring you of an unexcelled quality of life.

EXHIBIT "D"

TABLE OF UNIT SHARES OF THE COMMON ELEMENTS AND COMMON  
EXPENSES OF SOUTH PATRICK CONDOMINIUM APARTMENTS

This Condominium consists of six two-story buildings containing 96 units. The first digit in the number identification of a unit represents the building number in which that unit is located, and the last two digits in the number identification of a unit represent the section of the building in which that apartment is located. Numbers 01 through 08 are located on the first floor, and 09 through 16 are located on the second floor. Each unit's undivided share of the common elements, which is also the proportional voting right of each respective unit owner, is as follows:

<u>Unit</u> <u>Identification</u>	<u>Share</u>	<u>Unit</u> <u>Identification</u>	<u>Share</u>
101	.0120	301	.0120
102	.0120	302	.0120
103	.0103	303	.0086
104	.0086	304	.0103
105	.0103	305	.0103
106	.0103	306	.0103
107	.0103	307	.0120
108	.0120	308	.0098
109	.0115	309	.0115
110	.0115	310	.0115
111	.0098	311	.0081
112	.0081	312	.0098
113	.0098	313	.0098
114	.0098	314	.0098
115	.0098	315	.0115
116	.0115	316	.0098
201	.0103	401	.0120
202	.0120	402	.0098
203	.0103	403	.0103
204	.0103	404	.0103
205	.0103	405	.0086
206	.0103	406	.0103
207	.0098	407	.0115
208	.0120	408	.0120
209	.0098	409	.0115
210	.0115	410	.0098
211	.0098	411	.0098
212	.0098	412	.0098
213	.0098	413	.0081
214	.0098	414	.0098
215	.0098	415	.0115
216	.0115	416	.0115

<u>Unit</u> <u>Identification</u>	<u>Share</u>	<u>Unit</u> <u>Identification</u>	<u>Share</u>
501	.0098	601	.0120
502	.0120	602	.0103
503	.0103	603	.0086
504	.0103	604	.0103
505	.0103	605	.0086
506	.0086	606	.0103
507	.0120	607	.0120
508	.0120	608	.0120
509	.0098	609	.0115
510	.0115	610	.0098
511	.0098	611	.0081
512	.0098	612	.0098
513	.0098	613	.0081
514	.0081	614	.0098
515	.0115	615	.0115
516	.0115	616	.0115

A unit owner's share of common expenses is as follows:

<u>Unit area type</u>	<u>Share</u>
All two bedroom units	.0128
All one bedroom units	.0094
All efficiency units	.0079



## EXHIBIT "E"

TO

FHA FORM NO. 3278  
For use by condominiums  
under Sections 221(i), 234  
& 235 Revised Aug. 1969  
(Previous revision obsolete)

SOUTH PATRICK CONDOMINIUM APARTMENTS  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
FEDERAL HOUSING ADMINISTRATION

## REGULATORY AGREEMENT\*

AGREEMENT dated this 17th day of July, 1972, by and between  
SOUTH PATRICK CONDOMINIUM APARTMENTS, INC. (hereinafter called the  
Association) whose address is 55 Sea Park Boulevard, Satellite Beach, Florida  
party of the first part, and K. Wayne Swiger, as Federal  
Housing Commissioner (hereinafter called the Commissioner) acting pursuant to authority granted him by the  
National Housing Act, as amended, (hereinafter referred to as the Act) party of the second part.

WHEREAS, the Association has the responsibility for administering the SOUTH PATRICK CONDO-  
MINIUM APARTMENTS Condominium and desires to aid members in obtaining financing for the purchase of family units in the condomi-  
nium; and

WHEREAS, mortgagees may be unwilling to lend sums to the members of the Association without FHA  
mortgage insurance; and

WHEREAS, the Commissioner is unwilling to endorse notes for mortgage insurance pursuant to Section  
234 of Title II of the Act unless and until the Association shall be entering into the covenants and agreements  
set forth below, consent to be regulated and restricted by the Commissioner as provided in the Act:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and valuable  
considerations by each party to the other, the receipt of which is hereby acknowledged, and in order to induce  
the Commissioner to endorse for mortgage insurance the notes secured by mortgages covering family units in  
the condominium, and in order that the Association may be regulated and restricted by the Commissioner as  
provided for in the Act and the applicable Regulations, the parties hereto agree as follows: that whenever a  
Contract of Mortgage Insurance for a mortgage covering a family unit in the condominium is in effect, or during  
any period of time as the Commissioner shall be the owner, holder, or reinsurer of any mortgage covering a  
family unit in the condominium, or during any time the Commissioner is the owner of a family unit in the con-  
dominium or is obligated to insure a mortgage covering any family unit in the condominium:

1. The Association shall establish and maintain reserve fund for replacements by the allocation and pay-  
ment monthly to such reserve fund an amount to be designated from time to time by the Commissioner.  
Such fund shall be deposited in a special account with a safe and responsible depository approved by  
the Commissioner and may be in the form of a cash deposit or invested in obligations of, or fully  
guaranteed as to principal by, the United States of America. The reserve fund is for the purpose of ef-  
fecting replacements of structural elements and mechanical equipment of the condominium and for such  
other purposes as may be agreed to in writing by the Commissioner. Disbursements from such fund may  
be made only after receiving the consent in writing of the Commissioner.
2. The Association shall establish and maintain a general operating reserve by allocation and payment  
thereto monthly of a sum equivalent to not less than 3 percent of the monthly assessments chargeable  
to the owners of family units in the condominium pursuant to the by-laws. Upon accrual in said Gen-  
eral Operating Reserve Account of an amount equal to 15 percent of the current annual amount of  
assessments chargeable to the owners of family units in the condominium pursuant to the by-laws, the  
rate of such monthly allocations may, by appropriate action of the Association, be reduced from 3 per-  
cent to 2 percent provided, however, that in the event withdrawals from such account reduce it below  
said 15 percent accrual, the rate of such monthly deposits shall immediately be restored to 3 percent;  
at any time thereafter upon accrual in said General Operating Reserve Account of an amount equal to  
25 percent of the current annual amount of assessments chargeable to the owners of family units in the  
condominium pursuant to the by-laws, such monthly deposits may, by appropriate action of the Associa-  
tion, be discontinued and no further deposits need be made into such General Operating Reserve so  
long as said 25 percent level is maintained and provided, further, that upon reduction of such reserve  
below said 25 percent level, monthly deposits shall forthwith be made at the 3 percent rate until the  
25 percent level is restored. This reserve shall remain in a special account and may be in the form of  
cash deposit or invested in obligations of, or fully guaranteed as to principal by, the United States of  
America, and shall at all time be under the control of the Association. This cumulative reserve is in-  
tended to provide a measure of financial stability during periods of special stress and may be used to  
meet deficiencies from time to time as a

\* To be attached to the recorded Plan of Apartment Ownership and to be executed and dated as of the date of recordation.  
\*\* Insert name of Association of Owners as designated in the By-Laws of the Condominium, or the name of the Corporation,  
if the Association is incorporated.

result of delinquent payments of assessments by owners of family units in the condominium and other contingencies. Disbursements totalling in excess of 20 percent of the total balance in the reserve as of the close of the preceding annual period may not be made during any annual period without the consent of the Commissioner. Reimbursements shall be made to the account upon payment of delinquencies for which funds were withdrawn from the reserve.

3. The Association will not employ a management agent for the buildings nor enter into a management contract nor undertake "self-management" unless the Commissioner has approved in writing the proposed management agent, form of management contract or other management arrangement.
4. The Association shall not without prior approval of the Commissioner, given in writing, remodel, reconstruct, demolish or subtract from the premises constituting the condominium.
5. The Association shall not without prior approval of the Commissioner given in writing:
  - (a) amend or change the Plan of Apartment Ownership or the by-laws of the Association;
  - (b) fail to establish and maintain the Fund for Replacements and general operating reserve as set forth herein;
  - (c) fail to provide for the management of the condominium in a manner approved by the Commissioner;
  - (d) fail to keep in full force and effect an elevator contract satisfactory to the FHA covering the maintenance and replacement of parts of any elevator or related equipment, or, if such contract shall be allowed to expire, then fail to accrue an additional sum in such amount as shall be designated by the Commissioner to be sufficient to allow for deferred and future replacements as part of the annual Reserve for Replacement Fund collected by the Association so as to insure that Funds will be available for replacement of elevator parts and related equipment.
6. The Association shall maintain the common areas and facilities, and each owner of a family unit shall maintain the family unit, in good repair and in such condition as will preserve the health and safety of the members.
7. The books, contracts, records, documents and papers of the Association and all of the property of the condominium shall be subject to inspection and examination by the Commissioner or his duly authorized agent at all reasonable times. The Association shall file with the Commissioner the following reports verified by the signature of such officers of the Association as may be designated and in such form as may be prescribed by the Commissioner:
  - (a) monthly operating reports, when required by the Commissioner;
  - (b) annual financial reports prepared by a certified public accountant or other person acceptable to the Commissioner, within sixty days after the end of each fiscal year;
  - (c) specific answers to questions upon which information is desired from time to time relative to the operation and condition of the property;
  - (d) copies of minutes of all owner's meetings certified to by the secretary of the Association within thirty days after such meetings, and when required by the Commissioner, copies of minutes of directors' meetings.
8. The Association shall establish and collect from owners of family units monthly assessments pursuant to the conditions set forth herein. Monthly assessments charged to owners during the initial occupancy period shall be made by the Association in accordance with a schedule of charges filed with and approved in writing by the Commissioner prior to the opening of the project for occupancy. Such assessment shall be in an amount sufficient to meet the FHA estimate of management expense, operating expense, and maintenance expense, reserves, and all other expenses of the Association. Subsequent to the initial occupancy period, assessments made by the Association for its accommodations shall be in accordance with a schedule filed with and approved in writing by the Commissioner and shall be in amounts sufficient to meet the Association's estimate of expenses set forth in an operating budget which shall be prepared and submitted to the FHA sixty days prior to the beginning of each fiscal year. The operating budget shall set forth the anticipated income of the Association and a sufficiently detailed estimate of expenses which will include separate estimates for administration expense, operating expense, maintenance expense, utilities, hazard insurance, replacement reserve and operating reserve. Such assessments shall not be changed except with the written approval of the Commissioner. The Association agrees that if at any time the owner of a family unit fails to pay his monthly assessment as provided in the by-laws, the Association will, upon direction of the Commissioner, initiate necessary legal action to collect the assessment.

9. Upon a violation of any of the above provisions of this Agreement by the Association, or by any owner of a family unit, or upon the failure of the Association to abide by and carry out the provisions of the plan of Apartment Ownership and the By-Laws, the Commissioner may give written notice thereof to the Association or to the owner of a family unit, by registered or certified mail. If such violation is not corrected to the satisfaction of the Commissioner within 15 days after the date such notice is mailed, or within such additional period of time as is set forth in the notice, without further notice the Commissioner may declare a default under this Agreement and upon such default the Commissioner may:
  - (a) In the case of a default by the owner of a family unit:
    - (i) If the Commissioner holds the note of the defaulting owner - declare the whole of said indebtedness due and payable and then proceed with the foreclosure of the mortgage;
    - (ii) If said note is held by an FHA-insured mortgagee - notify the mortgagee of such default, and the mortgagee, with the prior written consent of the Commissioner, may declare the whole indebtedness due, and thereupon proceed with the foreclosure of the mortgage, or assign the note and mortgage to the Commissioner as provided in the Regulations.
  - (b) In the case of a default by the Association or by the owner of a family unit:
 

Apply to any court, State or Federal, for specific performance of this Agreement, for an injunction against any violation of the Agreement, or for such other relief as may be appropriate, since the injury to the Commissioner arising from a default under any of the terms of this Agreement would be irreparable and the amount of damage would be difficult to ascertain.
10. The covenants and agreements herein set out shall be deemed to run with the land and the property described in the Plan of Apartment Ownership, and to bind all owners of family units, present and future.
11. As used in this Agreement the term:
  - (a) "Mortgage" shall include "Deed of Trust";
  - (b) "Note" shall include "Bond";
  - (c) "Mortgagee" shall include the "Beneficiary" under Mortgage or Deed of Trust however designated;
  - (d) "Default" means a default declared by the Commissioner when a violation of this Agreement is not corrected to his satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Commissioner after written notice;
  - (e) "Plan of Apartment Ownership" shall include all legal documents, deeds, by-laws, plans and specifications, required by the laws of the jurisdiction to establish condominium ownership.

(The use of the plural shall include the singular; the singular the plural; and the use of any gender shall be deemed to include all genders.)
12. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, their legal representatives, executors, administrators, successors in office or interest, and assigns.
13. The invalidity of any clause, part or provision of this agreement shall not affect the validity of the remaining portions thereof.
14. The Association agrees and assumes the obligation to have this Agreement recorded in the appropriate land records in the jurisdiction in which the real property herein described is situated; and in the event of failure to do so, it is agreed that the Commissioner may have the same recorded at the expense of the Association.
15. It is specifically agreed between the parties hereto that the breach of any of the terms of this Agreement by the Association or by an owner of a family unit will substantially damage and injure the Commissioner in the proper performance of his duties under the provisions of the Act, and will impede and injure the proper operations intended under such Act; that such damage will be irrespective of and in addition to any damage to the security of the mortgaged premises or to any financial damage the Commissioner may suffer as insurer; that, except for the agreements herein contained, the Commissioner would not issue and would not be authorized to issue a Contract of Mortgage Insurance, and that mortgagees may not be willing to lend sums of money to owners of the family units on the security of mortgages covering such units, unless the same were insured by the Commissioner.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement the day and year first above written.

WITNESS:  
Frank Smith  
Lucas B. Reeves Jr.

ASSOCIATION OF OWNERS OF CONDOMINIUM  
 SOUTH PATRICK CONDOMINIUM APARTMENTS, INC.,  
 a Non-Profit Florida Corporation  
 By: Wesley Bray (SEAL)  
 Wesley Bray, Vice President  
 By: Beulah N. Weaver (SEAL)  
 Beulah N. Weaver, Secretary

FEDERAL HOUSING COMMISSIONER

Frank Smith  
Mary F. Dodgens

By K. Wayne Swiger  
 (Authorized Agent) K. Wayne Swiger

ACKNOWLEDGEMENT OF ASSOCIATION OF OWNERS OF SOUTH PATRICK  
 CONDOMINIUM (In accordance with the form in State where property is  
 located)

STATE OF FLORIDA }  
 COUNTY OF HILLSBOROUGH } SS:

I, MARY F. DODGENS, a Notary Public in and for said  
 County and State aforesaid, do hereby certify that Wesley Bray and Beulah  
 N. Weaver, Vice President and Secretary, respectively, of SOUTH PATRICK  
 CONDOMINIUM APARTMENTS, INC., personally known to me to be the same persons  
 whose names are subscribed to the foregoing instrument as such Vice President  
 and Secretary, appeared before me this day in person and acknowledged that  
 they signed, sealed and delivered said instrument as their free and volun-  
 tary act, and as the free and voluntary act of said corporation, for the  
 uses and purposes therein set forth.

1972. GIVEN under my hand and notarial seal this 17<sup>th</sup> day of July,



Mary F. Dodgens  
 Notary Public

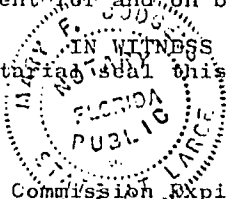
My Commission Expires:  
 Notary Public, State of Florida at Large  
 My Commission Expires May 11, 1974  
 Bonded By American Home & Security Co.

ACKNOWLEDGEMENT OF FEDERAL HOUSING COMMISSIONER

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH ) SS:

I, MARY F. DODGENS, a Notary Public in and for said County and State aforesaid, do hereby certify that K. Wayne Swiger, known to me to be the person who, being duly sworn, did say that he is the duly Authorized Agent and the person who executed the foregoing Regulatory Agreement by virtue of the authority vested in him by 24 C.F.R. 200.96 and acknowledged the same to be his free and voluntary act and deed as Authorized Agent for and on behalf of the Federal Housing Commissioner.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this 17<sup>th</sup> day of July, 1972.



Mary F. Dodgens  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires May 11, 1974  
Bonded By American Fire & Casualty Co.

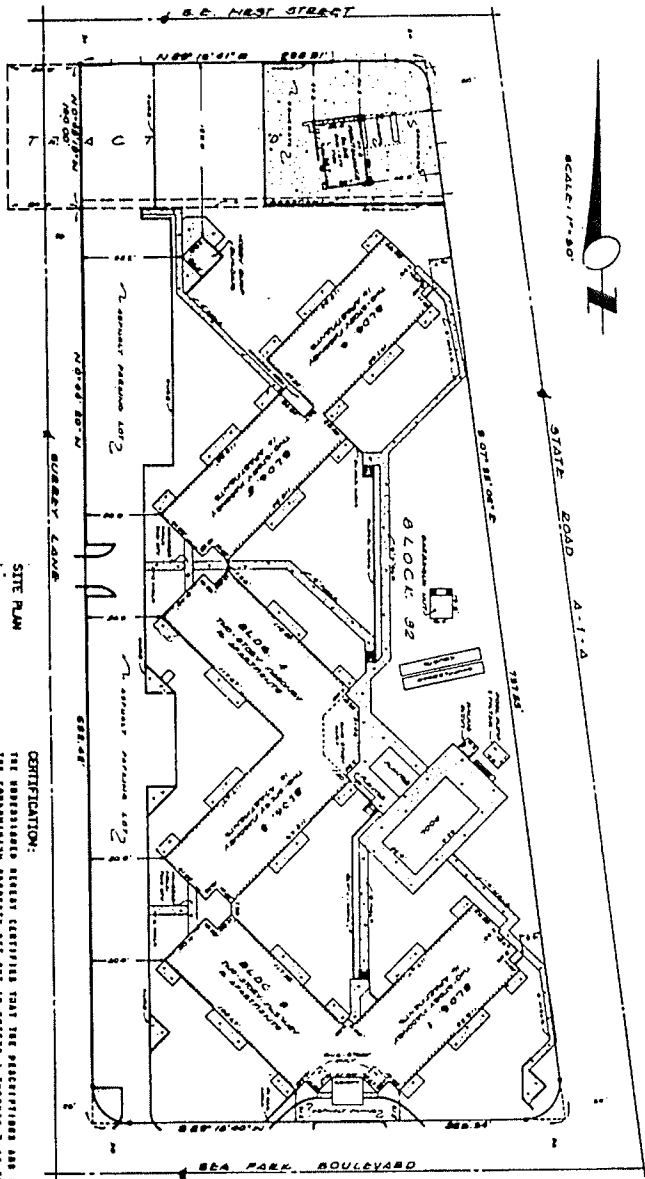
# SOUTH PATRICK CONDOMINIUM APARTMENTS

A CONDOMINIUM

SECTION 23, TOWNSHIP 26 SOUTH, RANGE 37 EAST  
SATELLITE BEACH, BREVARD COUNTY, FLORIDA

DESCRIPTION:  
ALL OF PLATS 37 OF LANDS PUBLIC TRUST, FIRST SECTION, AS RECORDED IN PLAT BOOK 12, PAGE 19,  
OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND PLAT 37, AS RECORDED IN PLAT BOOK 12, PAGE 19,  
PUBLIC TRUSTS FIRST SECTION, AS RECORDED IN PLAT BOOK 11, PAGE 30 OF SAID PUBLIC RECORDS.

EXHIBIT F-  
SERIES OF  
LANDS PUBLIC TRUSTS, APARTMENTS  
35 324 PAGE 30000000  
SATELLITE BEACH, FLORIDA



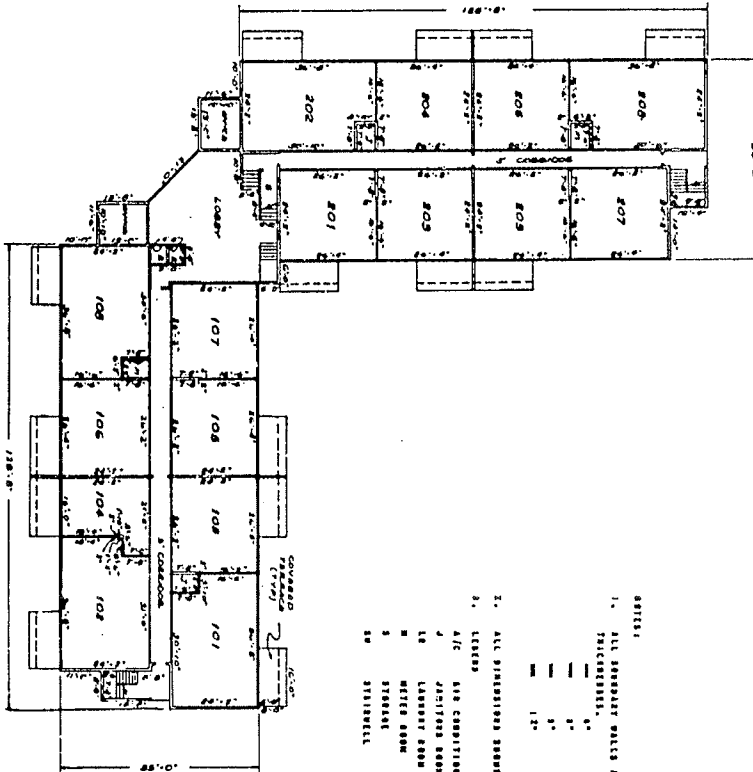
CERTIFICATION:  
THE SUBSCRIBED NOTARY CERTIFIES THAT THE PRESCRIPTIONS AND PLANS OF  
THE CONDOMINIUM PROPERTY SET OUT IN SECTIONS 1 THROUGH 7 OF THESE  
RECORDS AND THAT THERE CAN BE NO OTHER INTERESTS IN THE SAME  
1980, LOCATION, DIMENSION AND SIZE OF CONDOMINIUM ARE AS SET  
OUT.

NOTARY OFFICES AT  
300 BAYVIEW AVENUE NORTH  
ST. PETERSBURG, FLORIDA  
33701  
JAMES E. YOUNG, JR., PRESIDENT  
YOUNG & YOUNG, INC.  
300 BAYVIEW AVENUE NORTH  
ST. PETERSBURG, FLORIDA  
33701

# SOUTH PATRICK CONDOMINIUM APARTMENTS

SECTION 23, TOWNSHIP 26 SOUTH, RANGE 37 EAST  
SATELLITE BEACH, BREVARD COUNTY, FLORIDA

**-2 - 118703.**



**FIRST FLOOR PLAN**

BR160300 2

RECEIVED: 1-6-2017

**GEORGE F. YOUNG, INC.,**

PLA. 3807470813 91610 NO. 003  
PLA. 40019101813 91610 NO. 0019  
DATE: October 1978

**SECRET**

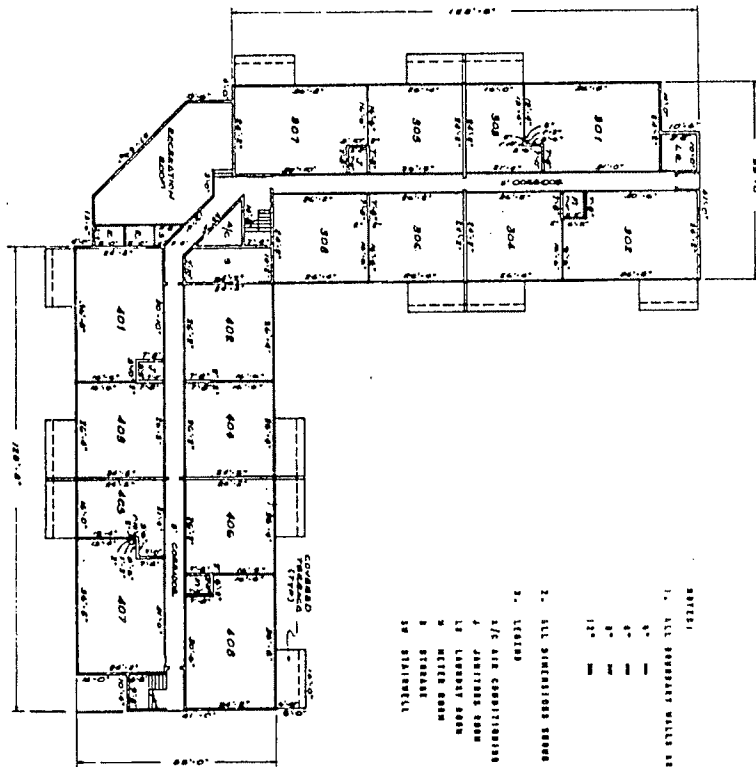
0386f-0.00 7



# SOUTH PATRICK CONDOMINIUM APARTMENTS

A CONDOMINIUM  
SECTION 3, TOWNSHIP 26 SOUTH, RANGE 37 EAST  
SATELLITE BEACH, BREVARD COUNTY, FLORIDA

EXHIBIT F - 4"



FIRST FLOOR PLAN

SECTION 3

SCALE: 1" = 30'

SECTION 3

- NOTES:
1. ALL CONCRETE WALLS AND CORNER ELEMENTS ARE WITH THE FOLLOWING THICKNESSES:  
 12" -  
 18" -  
 24" -  
 30" -
  2. ALL DIMENSIONS SHOWN REFER TO THE INSIDE DIMENSIONS, IF SUCH APPLICABLE.
  3. LOCATIONS  
 A/C AND CONDENSATION PANS  
 1. JANITORS ROOM  
 2. LAUNDRY ROOM  
 3. ENTRY ROOM  
 4. STORAGE  
 5. BATHROOM  
 6. KITCHEN

GEORGE F. YOUNG, INC.  
 1111 S. W. 10TH AVENUE, SUITE 100  
 MIAMI, FLORIDA 33135  
 PHONE: (305) 371-1111

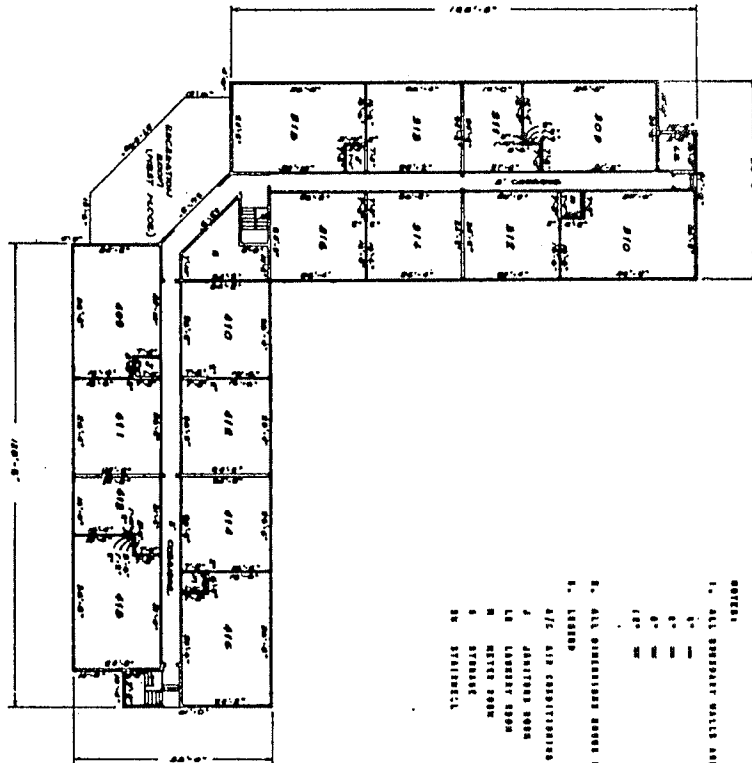
SCALE: 1" = 30'

# SOUTH PATRICK CONDOMINIUM APARTMENTS

A CONDOMINIUM

SECTION 23, TOWNSHIP 26 SOUTH, RANGE 37 EAST  
SARASOTA BEACH, SARASOTA COUNTY, FLORIDA

EXHIBIT F - 5"



SECOND FLOOR PLAN

SECTION 23, TOWNSHIP 26 SOUTH, RANGE 37 EAST  
SARASOTA BEACH, SARASOTA COUNTY, FLORIDA

GEORGE F. YOUNG, INC.

PLANNING AND ARCHITECTURAL  
FIRM, 1000 10TH AVENUE, SUITE 200  
SARASOTA, FLORIDA 34236

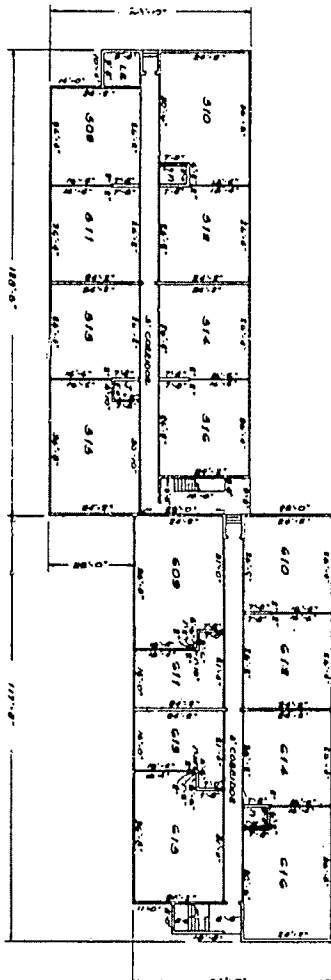
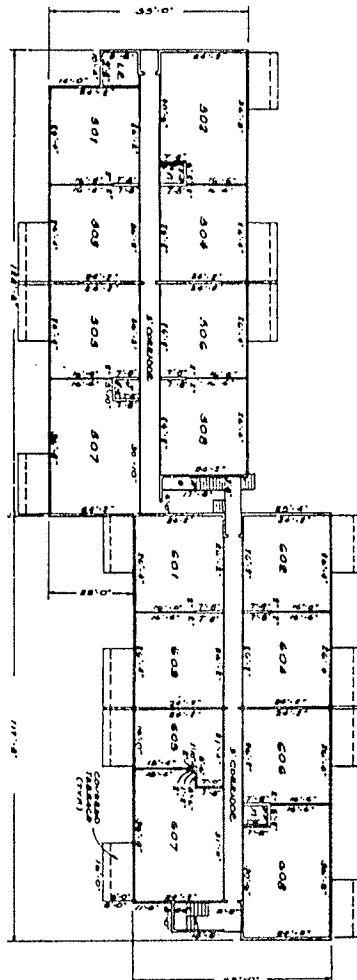
DATE: 10/1/88

SHEET 5 OF 7

# SOUTH PATRICK CONDOMINIUM APARTMENTS

SECTION 23, TOWNSHIP 26 SOUTH, RANGE 37, EAST  
SATELLITE BEACH, BREVARD COUNTY, FLORIDA

EXHIBIT F - 6\*



NOTES:  
1. ALL DIMENSIONS SHALL BE CONFORM TO THE FOLLOWING TOLERANCES:  
A. 1/8" ±  
B. 1/4" ±  
C. 1/2" ±  
D. 3/4" ±  
E. 1" ±  
F. 1 1/2" ±  
G. 2" ±  
H. 3" ±  
I. 4" ±  
J. 6" ±  
K. 8" ±  
L. 10" ±  
M. 12" ±  
N. 14" ±  
O. 16" ±  
P. 18" ±  
Q. 20" ±  
R. 22" ±  
S. 24" ±  
T. 26" ±  
U. 28" ±  
V. 30" ±  
W. 32" ±  
X. 34" ±  
Y. 36" ±  
Z. 38" ±  
AA. 40" ±  
AB. 42" ±  
AC. 44" ±  
AD. 46" ±  
AE. 48" ±  
AF. 50" ±  
AG. 52" ±  
AH. 54" ±  
AI. 56" ±  
AJ. 58" ±  
AK. 60" ±  
AL. 62" ±  
AM. 64" ±  
AN. 66" ±  
AO. 68" ±  
AP. 70" ±  
AQ. 72" ±  
AR. 74" ±  
AS. 76" ±  
AT. 78" ±  
AU. 80" ±  
AV. 82" ±  
AW. 84" ±  
AX. 86" ±  
AY. 88" ±  
AZ. 90" ±  
BA. 92" ±  
BB. 94" ±  
BC. 96" ±  
BD. 98" ±  
BE. 100" ±  
BF. 102" ±  
BG. 104" ±  
BH. 106" ±  
BI. 108" ±  
BJ. 110" ±  
BK. 112" ±  
BL. 114" ±  
BM. 116" ±  
BN. 118" ±  
BO. 120" ±  
BP. 122" ±  
BQ. 124" ±  
BR. 126" ±  
BS. 128" ±  
BT. 130" ±  
BU. 132" ±  
BV. 134" ±  
BW. 136" ±  
BX. 138" ±  
BY. 140" ±  
BZ. 142" ±  
CA. 144" ±  
CB. 146" ±  
CC. 148" ±  
CD. 150" ±  
CE. 152" ±  
CF. 154" ±  
CG. 156" ±  
CH. 158" ±  
CI. 160" ±  
CJ. 162" ±  
CK. 164" ±  
CL. 166" ±  
CM. 168" ±  
CN. 170" ±  
CO. 172" ±  
CP. 174" ±  
CQ. 176" ±  
CR. 178" ±  
CS. 180" ±  
CT. 182" ±  
CU. 184" ±  
CV. 186" ±  
CW. 188" ±  
CX. 190" ±  
CY. 192" ±  
CZ. 194" ±  
DA. 196" ±  
DB. 198" ±  
DC. 200" ±  
DD. 202" ±  
DE. 204" ±  
DF. 206" ±  
DG. 208" ±  
DH. 210" ±  
DI. 212" ±  
DJ. 214" ±  
DK. 216" ±  
DL. 218" ±  
DM. 220" ±  
DN. 222" ±  
DO. 224" ±  
DP. 226" ±  
DQ. 228" ±  
DR. 230" ±  
DS. 232" ±  
DT. 234" ±  
DU. 236" ±  
DV. 238" ±  
DW. 240" ±  
DX. 242" ±  
DY. 244" ±  
DZ. 246" ±  
EA. 248" ±  
EB. 250" ±  
EC. 252" ±  
ED. 254" ±  
EE. 256" ±  
EF. 258" ±  
EG. 260" ±  
EH. 262" ±  
EI. 264" ±  
EJ. 266" ±  
EK. 268" ±  
EL. 270" ±  
EN. 272" ±  
EO. 274" ±  
EP. 276" ±  
EQ. 278" ±  
ER. 280" ±  
ES. 282" ±  
ET. 284" ±  
EU. 286" ±  
EV. 288" ±  
EW. 290" ±  
EX. 292" ±  
EY. 294" ±  
EZ. 296" ±  
FA. 298" ±  
FB. 300" ±  
FC. 302" ±  
FD. 304" ±  
FE. 306" ±  
FG. 308" ±  
FH. 310" ±  
FI. 312" ±  
FJ. 314" ±  
FK. 316" ±  
FL. 318" ±  
FM. 320" ±  
FN. 322" ±  
FO. 324" ±  
FP. 326" ±  
FQ. 328" ±  
FR. 330" ±  
FS. 332" ±  
FT. 334" ±  
FU. 336" ±  
FV. 338" ±  
FW. 340" ±  
FX. 342" ±  
FY. 344" ±  
FZ. 346" ±  
GA. 348" ±  
GB. 350" ±  
GC. 352" ±  
GD. 354" ±  
GE. 356" ±  
GF. 358" ±  
GG. 360" ±  
GH. 362" ±  
GI. 364" ±  
GJ. 366" ±  
GK. 368" ±  
GL. 370" ±  
GN. 372" ±  
GO. 374" ±  
GP. 376" ±  
GQ. 378" ±  
GR. 380" ±  
GS. 382" ±  
GT. 384" ±  
GU. 386" ±  
GV. 388" ±  
GW. 390" ±  
GX. 392" ±  
GY. 394" ±  
GZ. 396" ±  
HA. 398" ±  
HB. 400" ±  
HC. 402" ±  
HD. 404" ±  
HE. 406" ±  
HF. 408" ±  
HG. 410" ±  
HH. 412" ±  
HI. 414" ±  
HJ. 416" ±  
HK. 418" ±  
HL. 420" ±  
HN. 422" ±  
HO. 424" ±  
HP. 426" ±  
HQ. 428" ±  
HR. 430" ±  
HS. 432" ±  
HT. 434" ±  
HU. 436" ±  
HV. 438" ±  
HW. 440" ±  
HX. 442" ±  
HY. 444" ±  
HZ. 446" ±  
IA. 448" ±  
IB. 450" ±  
IC. 452" ±  
ID. 454" ±  
IE. 456" ±  
IF. 458" ±  
IG. 460" ±  
IH. 462" ±  
II. 464" ±  
IJ. 466" ±  
IK. 468" ±  
IL. 470" ±  
IN. 472" ±  
IO. 474" ±  
IP. 476" ±  
IQ. 478" ±  
IR. 480" ±  
IS. 482" ±  
IT. 484" ±  
IU. 486" ±  
IV. 488" ±  
IW. 490" ±  
IX. 492" ±  
IY. 494" ±  
IZ. 496" ±  
JA. 498" ±  
JB. 500" ±  
JC. 502" ±  
JD. 504" ±  
JE. 506" ±  
JF. 508" ±  
JG. 510" ±  
JH. 512" ±  
JI. 514" ±  
JJ. 516" ±  
JK. 518" ±  
JL. 520" ±  
JN. 522" ±  
JO. 524" ±  
JP. 526" ±  
JQ. 528" ±  
JR. 530" ±  
JS. 532" ±  
JT. 534" ±  
JU. 536" ±  
JV. 538" ±  
JW. 540" ±  
JX. 542" ±  
JY. 544" ±  
JZ. 546" ±  
KA. 548" ±  
KB. 550" ±  
KC. 552" ±  
KD. 554" ±  
KE. 556" ±  
KF. 558" ±  
KG. 560" ±  
KH. 562" ±  
KI. 564" ±  
KJ. 566" ±  
KL. 568" ±  
KN. 570" ±  
KO. 572" ±  
KP. 574" ±  
KQ. 576" ±  
KR. 578" ±  
KS. 580" ±  
KT. 582" ±  
KU. 584" ±  
KV. 586" ±  
KW. 588" ±  
KX. 590" ±  
KY. 592" ±  
KZ. 594" ±  
LA. 596" ±  
LB. 598" ±  
LC. 600" ±  
LD. 602" ±  
LE. 604" ±  
LF. 606" ±  
LG. 608" ±  
LH. 610" ±  
LI. 612" ±  
LJ. 614" ±  
LK. 616" ±  
LL. 618" ±  
LN. 620" ±  
LO. 622" ±  
LP. 624" ±  
LQ. 626" ±  
LR. 628" ±  
LS. 630" ±  
LT. 632" ±  
LU. 634" ±  
LV. 636" ±  
LW. 638" ±  
LX. 640" ±  
LY. 642" ±  
LZ. 644" ±  
MA. 646" ±  
MB. 648" ±  
MC. 650" ±  
MD. 652" ±  
ME. 654" ±  
MF. 656" ±  
MG. 658" ±  
MH. 660" ±  
MI. 662" ±  
MJ. 664" ±  
MK. 666" ±  
ML. 668" ±  
MN. 670" ±  
MO. 672" ±  
MP. 674" ±  
MQ. 676" ±  
MR. 678" ±  
MS. 680" ±  
MT. 682" ±  
MU. 684" ±  
MV. 686" ±  
MW. 688" ±  
MX. 690" ±  
MY. 692" ±  
MZ. 694" ±  
NA. 696" ±  
NB. 698" ±  
NC. 700" ±  
ND. 702" ±  
NE. 704" ±  
NF. 706" ±  
NG. 708" ±  
NH. 710" ±  
NI. 712" ±  
NJ. 714" ±  
NK. 716" ±  
NL. 718" ±  
NN. 720" ±  
NO. 722" ±  
NP. 724" ±  
NQ. 726" ±  
NR. 728" ±  
NS. 730" ±  
NT. 732" ±  
NU. 734" ±  
NV. 736" ±  
NW. 738" ±  
NX. 740" ±  
NY. 742" ±  
NZ. 744" ±  
OA. 746" ±  
OB. 748" ±  
OC. 750" ±  
OD. 752" ±  
OE. 754" ±  
OF. 756" ±  
OG. 758" ±  
OH. 760" ±  
OI. 762" ±  
OJ. 764" ±  
OK. 766" ±  
OL. 768" ±  
ON. 770" ±  
OO. 772" ±  
OP. 774" ±  
OQ. 776" ±  
OR. 778" ±  
OS. 780" ±  
OT. 782" ±  
OU. 784" ±  
OV. 786" ±  
OW. 788" ±  
OX. 790" ±  
OY. 792" ±  
OZ. 794" ±  
PA. 796" ±  
PB. 798" ±  
PC. 800" ±  
PD. 802" ±  
PE. 804" ±  
PF. 806" ±  
PG. 808" ±  
PH. 810" ±  
PI. 812" ±  
PJ. 814" ±  
PK. 816" ±  
PL. 818" ±  
PN. 820" ±  
PO. 822" ±  
PP. 824" ±  
PQ. 826" ±  
PR. 828" ±  
PS. 830" ±  
PT. 832" ±  
PU. 834" ±  
PV. 836" ±  
PW. 838" ±  
PX. 840" ±  
PY. 842" ±  
PZ. 844" ±  
QA. 846" ±  
QB. 848" ±  
QC. 850" ±  
QD. 852" ±  
QE. 854" ±  
QF. 856" ±  
QG. 858" ±  
QH. 860" ±  
QI. 862" ±  
QJ. 864" ±  
QK. 866" ±  
QL. 868" ±  
QN. 870" ±  
QO. 872" ±  
QP. 874" ±  
QQ. 876" ±  
QR. 878" ±  
QS. 880" ±  
QT. 882" ±  
QU. 884" ±  
QV. 886" ±  
QW. 888" ±  
QX. 890" ±  
QY. 892" ±  
QZ. 894" ±  
RA. 896" ±  
RB. 898" ±  
RC. 900" ±  
RD. 902" ±  
RE. 904" ±  
RF. 906" ±  
RG. 908" ±  
RH. 910" ±  
RI. 912" ±  
RJ. 914" ±  
RK. 916" ±  
RL. 918" ±  
RN. 920" ±  
RO. 922" ±  
RP. 924" ±  
RQ. 926" ±  
RR. 928" ±  
RS. 930" ±  
RT. 932" ±  
RU. 934" ±  
RV. 936" ±  
RW. 938" ±  
RX. 940" ±  
RY. 942" ±  
RZ. 944" ±  
SA. 946" ±  
SB. 948" ±  
SC. 950" ±  
SD. 952" ±  
SE. 954" ±  
SF. 956" ±  
SG. 958" ±  
SH. 960" ±  
SI. 962" ±  
SJ. 964" ±  
SK. 966" ±  
SL. 968" ±  
SN. 970" ±  
SO. 972" ±  
SP. 974" ±  
SQ. 976" ±  
SR. 978" ±  
SS. 980" ±  
ST. 982" ±  
SU. 984" ±  
SV. 986" ±  
SW. 988" ±  
SX. 990" ±  
SY. 992" ±  
SZ. 994" ±  
TA. 996" ±  
TB. 998" ±  
TC. 1000" ±  
TD. 1002" ±  
TE. 1004" ±  
TF. 1006" ±  
TG. 1008" ±  
TH. 1010" ±  
TI. 1012" ±  
TJ. 1014" ±  
TK. 1016" ±  
TL. 1018" ±  
TN. 1020" ±  
TO. 1022" ±  
TP. 1024" ±  
TQ. 1026" ±  
TR. 1028" ±  
TS. 1030" ±  
TT. 1032" ±  
TU. 1034" ±  
TV. 1036" ±  
TW. 1038" ±  
TX. 1040" ±  
TY. 1042" ±  
TZ. 1044" ±  
UA. 1046" ±  
UB. 1048" ±  
UC. 1050" ±  
UD. 1052" ±  
UE. 1054" ±  
UF. 1056" ±  
UG. 1058" ±  
UH. 1060" ±  
UI. 1062" ±  
UJ. 1064" ±  
UK. 1066" ±  
UL. 1068" ±  
UN. 1070" ±  
UO. 1072" ±  
UP. 1074" ±  
UQ. 1076" ±  
UR. 1078" ±  
US. 1080" ±  
UT. 1082" ±  
UU. 1084" ±  
UV. 1086" ±  
UW. 1088" ±  
UX. 1090" ±  
UY. 1092" ±  
UZ. 1094" ±  
VA. 1096" ±  
VB. 1098" ±  
VC. 1100" ±  
VD. 1102" ±  
VE. 1104" ±  
VF. 1106" ±  
VG. 1108" ±  
VH. 1110" ±  
VI. 1112" ±  
VJ. 1114" ±  
VK. 1116" ±  
VL. 1118" ±  
VN. 1120" ±  
VO. 1122" ±  
VP. 1124" ±  
VQ. 1126" ±  
VR. 1128" ±  
VS. 1130" ±  
VT. 1132" ±  
VU. 1134" ±  
VV. 1136" ±  
VW. 1138" ±  
VX. 1140" ±  
VY. 1142" ±  
VZ. 1144" ±  
WA. 1146" ±  
WB. 1148" ±  
WC. 1150" ±  
WD. 1152" ±  
WE. 1154" ±  
WF. 1156" ±  
WG. 1158" ±  
WH. 1160" ±  
WI. 1162" ±  
WJ. 1164" ±  
WK. 1166" ±  
WL. 1168" ±  
WN. 1170" ±  
WO. 1172" ±  
WP. 1174" ±  
WQ. 1176" ±  
WR. 1178" ±  
WS. 1180" ±  
WT. 1182" ±  
WU. 1184" ±  
WV. 1186" ±  
WW. 1188" ±  
WX. 1190" ±  
WY. 1192" ±  
WZ. 1194" ±  
XA. 1196" ±  
XB. 1198" ±  
XC. 1200" ±  
XD. 1202" ±  
XE. 1204" ±  
XF. 1206" ±  
XG. 1208" ±  
XH. 1210" ±  
XI. 1212" ±  
XJ. 1214" ±  
XK. 1216" ±  
XL. 1218" ±  
XN. 1220" ±  
XO. 1222" ±  
XP. 1224" ±  
XQ. 1226" ±  
XR. 1228" ±  
XS. 1230" ±  
XT. 1232" ±  
XU. 1234" ±  
XV. 1236" ±  
XW. 1238" ±  
XX. 1240" ±  
XY. 1242" ±  
XZ. 1244" ±  
YA. 1246" ±  
YB. 1248" ±  
YC. 1250" ±  
YD. 1252" ±  
YE. 1254" ±  
YF. 1256" ±  
YG. 1258" ±  
YH. 1260" ±  
YI. 1262" ±  
YJ. 1264" ±  
YK. 1266" ±  
YL. 1268" ±  
YN. 1270" ±  
YO. 1272" ±  
YP. 1274" ±  
YQ. 1276" ±  
YR. 1278" ±  
YS. 1280" ±  
YT. 1282" ±  
YU. 1284" ±  
YV. 1286" ±  
YW. 1288" ±  
YX. 1290" ±  
YY. 1292" ±  
YZ. 1294" ±  
ZA. 1296" ±  
ZB. 1298" ±  
ZC. 1300" ±  
ZD. 1302" ±  
ZE. 1304" ±  
ZF. 1306" ±  
ZG. 1308" ±  
ZH. 1310" ±  
ZI. 1312" ±  
ZJ. 1314" ±  
ZK. 1316" ±  
ZL. 1318" ±  
ZN. 1320" ±  
ZO. 1322" ±  
ZP. 1324" ±  
ZQ. 1326" ±  
ZR. 1328" ±  
ZS. 1330" ±  
ZT. 1332" ±  
ZU. 1334" ±  
ZV. 1336" ±  
ZW. 1338" ±  
ZX. 1340" ±  
ZY. 1342" ±  
ZZ. 1344" ±

EDWARD F. YOUNG, INC.

SHEET 8 OF 7

# SOUTH PATRICK CONDOMINIUM APARTMENTS

A CONDOMINIUM  
SECTION 23, TOWNSHIP 26 SOUTH, RANGE 37 EAST  
SATELLITE BEACH, BREVARD COUNTY, FLORIDA

"EXHIBIT F - 7"

0.0	SECOND FLOOR	LOBBY	CL. 12.12.80	SECOND FLOOR
0.0	SECOND FLOOR	LOBBY	CL. 12.12.80	SECOND FLOOR

ELEVATION

00110100 7 00110100 1  
SCALE: 1" = 30'

0.0	SECOND FLOOR	LOBBY	CL. 12.12.80	SECOND FLOOR
0.0	SECOND FLOOR	LOBBY	CL. 12.12.80	SECOND FLOOR

LOBBY, LOBBY AND ELEVATION AND  
LOBBY AND ELEVATION AND  
LOBBY AND ELEVATION AND

ELEVATION

00110100 6 00110100 5  
SCALE: 1" = 30'

0.0	SECOND FLOOR	CL. 12.12.80	CL. 12.12.80	SECOND FLOOR
0.0	SECOND FLOOR	CL. 12.12.80	CL. 12.12.80	SECOND FLOOR

LOBBY, LOBBY AND ELEVATION AND  
LOBBY AND ELEVATION AND  
LOBBY AND ELEVATION AND

ELEVATION

00110100 5 00110100 4  
SCALE: 1" = 30'

NOTE: ALL ELEVATIONS REFER TO MEAN SEA LEVEL - 0.00

EDWARD F. YOUNG, D.C.

ALL RIGHTS RESERVED  
ALL RIGHTS RESERVED  
ALL RIGHTS RESERVED  
DATE: 10/10/80

FILED AND RECORDED  
BREVARD COUNTY, FLA.  
1972 AUG 31 PM 2 36  
796546

CLERK OF COURT