SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 6972 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 350 #Names: 2
Trust: 175.50 Rec: 2,801.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

CFN:2005276555 08-03-2005 04:46 pm
OR Book/Page: 5510 / 6972

VENETIAN VILLAGE CONDOMINIUM DOCUMENTS

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VENETIAN VILLAGE, A CONDOMINIUM

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CONDOMINIUM FILING CHECKLIST

	Executed Copy Enclosed	Copy of Proposed Instrument Enclosed	N/A No Such Instrument to be Used	Will Be Submitted as an Amendment
PROSPECTUS TEXT		Attached		
DECLARATION OF CONDOMINIUM		Attached		
ARTICLES OF INCORPORATION	Attached			
CERTIFICATE OF INCORPORATION				Yes
BY-LAWS	Attached			
ESTIMATED OPERATING BUDGET		Attached		
FORM OF AGREEMENT FOR SALE OR LEASE		Attached		
RECEIPT FOR CONDOMINIUM DOCUMENTS		Attached		
ESCROW AGREEMENT	Attached			
FINANCIAL INFORMATION (If applicable)	N/A	N/A		
PLOT PLAN	Attached			
FLOOR PLAN	Attached			
SURVEY	Attached			
MANAGEMENT AND MAINTENANCE CONTRACTS				Yes.
GROUND LEASE			N/A	
FORM OF UNIT LEASE IF A LEASEHOLD			N/A	
LEASE OR AGREEMENT AND OTHER DOCUMENTS FOR USE OF RECREATION FACILITIES OR PROPERTY			N/A	
DECLARATIONS OF SERVITUDE			N/A	
CONVERSION INSPECTION REPORT			N/A	
TERMITE INSPECTION REPORT			N/A	

COVENANTS AND RESTRICTIONS		N/A	
RULES AND REGULATIONS		Attached	
SALES BROCHURE	Attached		
LOCAL AND STATE APPROVAL OF DEVELOPMENT PLAN			Yes.
QUESTION AND ANSWER SHEET		Attached	
EVIDENCE OF DEVELOPER'S OWNERSHIP OR CONTRACTUAL INTEREST	Attached		

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CO 6000-2 Developer/Condominium Filing Statement (12/23/02)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS REGULATION
DIVISION OF FLORIDA LAND SALES AND CONDOMINIUMS
1940 NORTH MONROE STREET - NORTHWOOD CENTRE
TALLAHASSEE, FLORIDA 32399-1033
TELEPHONE (904) 487-9832

The filing fee of $20.00 for each residential unit to be sold by the developer as provided by §718.502(3), F.S., must accompany this statement. If the offering is a phase condominium, pursuant to §718.403, F.S., the fee shall be paid as each phase is filed with the Division. A developer may submit more than one phase with this initial filing statement by identifying those additional phases after the name of the condominium.

NOTE: If the Declaration of Condominium is not yet recorded, s. 718.104(2) F.S, requires that the developer must submit the recording information to the Division within 120 days of its recordation.

FOR STAFF USE ONLY

Prospectus		Plot Plan		I.D. No.	
Declaration		Floor Plan		Fee Rec'd	$
Articles		Budget		Form Review	
By-Laws		Receipt Form		Recommended	
Contract		Owner Evidence			
Q&A Sheet		Table of Contents			
Escrow		Financial Information			
Con. Insp. Report		Termite Insp. Rpt.		Reviewed by:	

(1) NAME OF CONDOMINIUM: VENETIAN VILLAGE, A CONDOMINIUM
Street Address: Vacant Land – Dairy Road
City, State & Zip: West Melbourne, FL 32904
County: Brevard

(2) NAME OF DEVELOPER/OWNER: Venetian Village, LLC
Street Address: 8580 Eden Isles Lane
City, State & Zip: Merritt Island, Florida 32952
Telephone: (321)

(3) DEVELOPER ATTORNEY/AGENT: Christopher J. Coleman, Esquire
Schillinger & Coleman, P.A.
Address: 1311 Bedford Drive
City, State & Zip: Melbourne, Florida 32940
Telephone: (321) 255-3737; Fax (321) 255-3141
Correspondence Preference (pls. Check) Fax _____ E-Mail: _____X_____ Postal Mail _____
E-Mail Address: ccoleman@fla-lawyers.com

(4) NAME CONDOMINIUM ASSOCIATION: Venetian Village of Brevard Condominium Association, Inc.
Street Address: 3415 Shady Run Road
City, State & Zip: Melbourne, Florida 32934
Telephone: (321)

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UNIT INFORMATION	
(5) What is the total number of units in the condominium, as described in the Declaration of Condominium (if a phase condominium filing pursuant to §718.403, F.S., total number of units in all phases described in the Declaration")?	116
(6) If a phase condominium pursuant to §718.403, F.S., what is the total number of units in the phase(s) being filed?	34
(7) Have residential units been offered for sale in this condominium by another developer?	No.
(8) In order to determine the fees now payable pursuant to 718.502(3) F.S., what is the number of units to be sold by the developer submitting this statement? (If a phase condominium, pursuant to §718.403, F.S., what is the number of units in phases being filed with this statement?	34
CONDOMINIUM TYPE INFORMATION	
(9) Is this condominium in a development that contains more than one condominium (multi-condominium)?	No.
If yes, please answer (a), (b) and (c) below.	
(a) Does each separate condominium have its own association?	N/A
(b) is there only one association that operates all the condominiums?	N/A
(c) Are there both a separate association for each condominium and a master/umbrella association?	N/A
(10) Will this condominium initially contain time-sharing plans or interval ownership units?	No.
(a) If yes, please answer the following:	
1) What is the length of the time-share period?	N/A
2) How many time-share periods are set aside for maintenance?	N/A
3) How many time-share periods are described in this filing?	N/A

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4) Will the time-share project participate in an exchange project? If yes, name network:	N/A
(b) Has the developer reserved the right to create time-sharing estates in this condominium at some future date? NOTE: A complete time-sharing filing pursuant to Chapter 721, F.S., must be submitted to the Division prior to offering if the developer exercises this right.	No.
(11) Has the developer reserved the right to create timesharing plans or interval ownership units?	No.
(12) Is this condominium a conversion of existing previously occupied improvements (Conversion Condominium) pursuant to the requirements of §718.403, F.S.? (Phase Condominium)	No.
(13) Is this a phase condominium pursuant to the requirements of §718.403, F.S.? (Phase Condominium)	Yes.
(14) Are there units in this condominium that are unimproved parcels of land? (Land Condominium)	No.
(15) Is this condominium in a development that contains, presently includes, or will include other types of home ownership such as single-family detached homes or townhouses? (Planned Unit Development)	No,
(16) What other legal condominium type not specified in (9) through (14) above might characterize this condominium? (Leasehold, for example)	None.
RECORDING INFORMATION	
(17) Is the Declaration of Condominium recorded? If yes, please provide the following information:	No. Date Recorded: Book: Page: County: Brevard
CONSTRUCTION INFORMATION	
(18) If the construction or remodeling, landscaping and furnishing of the condominium property are not substantially complete in accordance with §718.202, F.S., what is the anticipated completion date?	July 1, 2005
SHARED FACILITIES	

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(19) Does or will this condominium share recreational or other facilities with other condominiums for which unit owners are assessed?	Yes.
(20) If the answer to (19) is yes, is the total number of units in all condominiums that will share facilities greater than 20?	Yes.
(21) Does the association operating this condominium employ professional management?	No.
If yes, please answer (a), (b), (c) and (d) below:	
(a) Is there a written management contract?	N/A
(b) Is the management provided by a company?	N/A
(c) Is the developer of this condominium affiliated with the professional management?	N/A
(d) Is there a resident manager?	N/A
LEASE INFORMATION	
(22) Are any units within this condominium subject to a recreational facilities lease?	No.
If yes, please answer (a) below; If no, please answer (b) below:	
(a) Does the lease have an escalation clause tied to a nationally recognized price index?	N/A
(b) If units in this condominium are not presently subject to a lease, was there ever a land lease that contained such an escalation clause?	N/A
(23) Are units in the condominium subject to a land lease?	No.
If yes, please answer (a) below; If no, please answer (b) below:	
(a) Does the land lease have an escalation clause tied to a nationally recognized price index?	N/A
(b) If units in this condominium are not presently subject to a lease, was there ever a land lease that contained such an escalation clause?	N/A
FINANCIAL INFORMATION	
(24) Is the developer obligated under any mortgage encumbering this development?	Yes
If yes, please provide the following information:	Name of Lender: Suntrust Address: 200 S. Orange Ave,Orlando

		State: Florida Zip: 32801 Telephone
	MISCELLANEOUS INFORMATION	
(25)	Is there a sales brochure for this condominium offering?	Yes.
(26)	As a condition of ownership, are unit owners in this condominium required to join a club such a golf or tennis club?	No.
(27)	What is the date of the annual meeting of the association for this condominium?	April 1, 2005
	DEVELOPER INFORMATION	
(28)	Is there a Developer guarantee for common expenses?	Yes. If yes, identify in which document and section the guarantee is found: Section 12.6
(29)	If the developer has offered for sale or lease residential condominium units described by the attached documents for which there is a filing requirement prior to this filing being submitted to the Division, copies of these contracts are attached so that the Division may assure that all documents are in a proper form to which purchasers are entitled.	N/A.
(30)	If the developer has closed on any contracts for sale, or contracts for lease with a lease period of more than five (5) years, prior to notification by the Division that the filing is proper or presumed proper, copies of those contracts and deeds, if deeded, are attached so that the Division may assure that all documents are in a proper form to which purchasers are entitled.	N/A.
(31)	Is the information contained herein true and correct as of the date hereof and no material facts requested have been omitted to the best of your knowledge?	Yes.
Signature of Developer's Agent: Christopher J. Coleman, Esquire		Date: July 22, 2004

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FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

VENETIAN VILLAGE, a Condominium — As of July, 2004
Name of Condominium

Q: What are my voting rights in the condominium association?
A: A unit owner is entitled to cast one vote for each unit owned in the condominium.

Q: What restrictions exist in the condominium documents on my right to use my unit?
A: **The use is restricted to a single family residential use. There are no restrictions on children. There are certain restrictions on pets. Reference should be made to Section 16.2 of the Declaration of Condominium.**

Q: What restrictions exist in the condominium documents on the leasing of my unit?
A: **No lease may be for less than three (3) months and only for the use of the lessee, his family and guests. Reference should be made to Section 16.7 of the Declaration of Condominium.**

Q: How much are my assessments to the condominium association for my unit type and when are they due?
A: **The Developer guarantees that the assessment for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of $110.48 (with reserve) per month per unit until the end of the first calendar year from the date of the recording of the Declaration.**

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?
A: **No.**

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?
A: **No.**

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000.00? If so, identify each such case.
A: **No.**

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IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT

THE DEVELOPER IS CREATING THE CONDOMINIUM AS FEE SIMPLE INTERESTS AND INTENDS TO CONVEY TITLE TO THE PUCHASER OF UNITS IN THE CONDOMINIUM IN FEE SIMPLE.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

For more detailed information, reference should be made to Paragraph 8.3 of the Articles of Incorporation of the Association, which are Exhibit 4 to this Prospectus.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED AND CONTROLLED.

For further detail, refer to Paragraphs 16.2 of the Declaration of Condominium.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

For further detail, refer to Paragraph 3.5 of the Declaration of Condominium.

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

For further detail, refer to Paragraph 3.4 and 3.5 of the Declaration of Condominium.

MEMBERSHIP IN THE VENETIAN VILLAGE OF BREVARD CONDOMINIUM ASSOCIATION, INC. IS MANDATORY FOR UNIT OWNERS.

For further detail, refer to Paragraph 5 of the Declaration of Condominium ("Declaration"), which is attached as Exhibit 2 to the Prospectus.

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VENETIAN VILLAGE, A CONDOMINIUM

THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

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VENETIAN VILLAGE, A CONDOMINIUM

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BRIEF DESCRIPTION OF THE CONDOMINIUM

A. DESCRIPTION OF CONDOMINIUM.

The name of the Condominium is VENETIAN VILLAGE, A CONDOMINIUM. The Condominium is located at Dairy Road, West Melbourne, Brevard County, Florida.

B. NUMBER OF UNITS.

1. The Condominium may consist of up to thirteen (13) buildings, with a maximum of one hundred sixteen (116) units.

2. THIS IS A PHASE CONDOMINIUM PURSUANT TO THE PROVISIONS OF F.S. 718.403. ADDITIONAL LAND AND UNITS MAY BE ADDED TO THIS CONDOMINIUM.

3. As set forth in the Plot Plan and Survey attached as Exhibit "A" to the Declaration of Condominium, there is currently planned to be constructed, if all buildings are completed, a total of one hundred sixteen (116) Units. There are four types of Units initially proposed in the Condominium. The types and square footages, as proposed, are set forth below. The Developer may alter the square footages as set forth in paragraph 3.5 of the Declaration. Additionally, if the Developer alters the Unit mix, then the descriptions shall change as the context requires:

Unit Type	Proposed Square Footage	Bedrooms/Bathrooms
The Giorgio	1438	2 BR / 2 BTH
The Millan	1535	3 BR / 2 BTH
The Zaccaria	1781	3 BR / 2 BTH
The Polo	1860	3 BR / 2 BTH

4. The proposed order of submitting the residential phases to Condominium owners, the minimum and maximum numbers and sizes of the Units (subject to modification as set forth in this Prospectus) to be included in each Phase, and the estimated latest date of completion is as follows:

i. Phase I shall consist of one (1) building consisting of a maximum of six (6) Units and a minimum of four (4) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

ii. Phase II shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

iii. Phase III shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

iv. Phase IV shall consist of one (1) building consisting of a maximum of eight (8) Units and a minimum of six (6) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

v. Phase V shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

vi. Phase VI shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

vii. Phase VII shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

viii. Phase VIII shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a

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minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

ix. Phase IX shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

x. Phase X shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

xi. Phase XI shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2).

xii. Phase XII shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2).

xiii. Phase XIII shall consist of one (1) building consisting of a maximum of four (4) Units and a minimum of two (2) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2)

The Developer reserves the right to alter the proposed order of submission of Phases to Condominium ownership, and the failure to submit any one Phase to Condominium ownership shall not prohibit the submission to Condominium ownership of any other Phase or the creation of a condominium on that land at a subsequent time. It is understood that the above Phases may be completed and scheduled for closing substantially earlier than the above estimates for the latest date of completion of construction of each Phase.

5. A copy of the Plot Plan and Survey of the Condominium may be found as Exhibit A to the Declaration of Condominium (Exhibit 2 to this Prospectus). The Developer reserves the right to modify the Plot Plans for Phases II through XIII to allow the Developer the flexibility of varying the type of floor plans to be used in each of the buildings of Phases II through XIII. Purchasers should also be advised that there may be variations

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between the configuration of such improvements as set forth on the Plot Plan and Survey of the improvements once construction is completed. Such variations, if any, shall not adversely affect a Unit Owner's percentage share in the Common Elements or Common Surplus, if any, of the Condominium.

C. SUMMARY OF PHASING.

1. Phasing. This Condominium is a phase condominium as provided for in F.S. 718.403. On Exhibits A-1 through A-13 to the Declaration of Condominium (Exhibit 2 of this Prospectus), labeled as Phases II through XIII, there are representations and descriptions of phases which may, at Developer's sole option, become part of the Condominium. The Plot Plan and Survey attached as Exhibit A to the Declaration of Condominium (Exhibit 2 of this Prospectus) shows the approximate location of all existing and proposed buildings and improvements that may ultimately be contained within the Condominium.

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

See Paragraph 3.5 of the Declaration of Condominium attached hereto as Exhibit 2.

The Developer may make non-material changes in the legal description of a Phase.

2. Amendment. By Amendments to the Declaration of Condominium, the Developer may elect to submit and subject to this Declaration of Condominium one or more additional phases. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Developer.

3. Impact of Phasing. The general scheme of phasing the Condominium is the submission of the parcel of real estate described as Phase I on the Plot Plan and Survey to Condominium ownership and the proposed addition of subsequent parcels to Condominium ownership with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Association. It is not anticipated that the submission of these additional Phases to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in the Declaration of Condominium. The addition of subsequent Phases to the Condominium, thereby adding additional Units, will reduce the percentage of Common Elements attributable to each previously created Unit in Accordance with the formula set forth on Exhibit B to the Declaration of Condominium. The addition of subsequent Phases to the Condominium will not affect the right to vote of any Unit Owner as a member of the Association. Subject to the provisions of the Declaration, each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit

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Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the Phases so added. If Developer decides not to add all of the additional Phases to the Condominium, the number of Units in the Condominium will be as created by the Declaration and any amendments thereto adding Phases and the Unit Owners will own one hundred percent (100%) of the Common Elements.

D. RECREATIONAL FACILITIES AND COMMON ELEMENTS

The Condominium includes recreational facilities and common elements that will be owned by the Venetian Village of Brevard Condominium Association, Inc. and which will only be used by the Unit Owners of the Condominium. The maximum number of units that will use the facilities is 116 Units. The recreational facilities and common elements consist of the following, and shall be included in Phase XIII:

1. Pool and Decking. The pool will have dimensions of approximately 15' x 20' and a surface area of approximately 500 square feet. The pool will not be heated. The pool will be approximately 3 feet deep at the shallow end and approximately 6 feet deep at the deep end. The maximum capacity will be approximately 20 people.

The pool deck will consist of approximately 3,000 square feet, and will have a maximum capacity of approximately 30 people.

2. Cabana. The covered cabana will have exterior dimensions of approximately 20' x 20' (approximately 132 square feet each), with a maximum capacity each of approximately 2 people, and a storage room of approximately 236 square feet.

Common Element Improvements of the Condominium consist of landscaping, asphalt driveways, open parking areas, and a sprinkler system. The cost of maintaining the recreational facilities and the common elements is a Common Expense. Personal property delivered to the Association for purposes of the pool will be chaise lounges, chairs and tables in a minimum expenditure of $10,000.00. The estimated date for the completion of the recreational facilities is July 1, 2007. No additional facilities are intended to be delivered to the Association in the nature of recreational facilities.

E. FEE SIMPLE OWNERSHIP INTEREST.

THE DEVELOPER IS CREATING THE CONDOMINIUM IN FEE SIMPLE INTERESTS AND INTENDS TO CONVEY TITLE TO THE PURCHASER OF UNITS IN THE CONDOMINIUM IN FEE SIMPLE.

Title to the Units will be conveyed by Special Warranty Deed. Refer to Exhibit 15 to this Prospectus.

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F. LEASING OF UNITS.

The Developer does not have any plan which includes a program of leasing units rather than selling units or selling units subject to leases.

G. MANAGEMENT OF ASSOCIATION AND MAINTENANCE AND OPERATION OF THE CONDOMINIUM.

The Developer currently manages the Association and maintenance and operation of the Condominium Property. The Association shall be responsible for the collection of Association monies; providing of financial information and Association information to new owners at closing; providing for various administration duties of the Association; supervision of the maintenance of Common Elements; and other matters related thereto.

Reference Paragraph 4.15 of the Bylaws of the Association relative to Developer Control and Unit Owner control of Association.

H. CONTROL OF THE ASSOCIATION.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

Reference Paragraph 3 of the Bylaws of the Association.

I. RESTRICTIONS ON SALE, LEASE OR TRANSFER OF UNITS.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Reference Paragraph 16.7 of the Declaration of Condominium.

J. RESTRICTIONS.

The following pages and documents should be referred to when determining Unit Owners' limitations on control or use of the condominium properties.

1. The unit may be used only for residential purposes; it may not be used in a manner which will create a nuisance, an unlawful use or increase the cost of insurance; the unit owner is precluded from advertising the lease or sale with signs on the premises. Refer to Paragraph 16 of the Declaration of Condominium. Reasonable rules and regulations may be made by the Board of Directors with respect to pets.

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2. Children shall be permitted. Pets are permitted with certain restrictions. Reference Paragraph 16.2 of the Declaration of Condominium.

K. UTILITIES.

The utilities for the Condominium Property will be supplied by the following for the normal rates charged by such companies. Each Unit Owner will be responsible for the utility charges for electric, water and sewer, telephone and cable TV as they pertain to the Owner's Unit. The remainder of the utilities will be the responsibility of the Association and will be a Common Expense.

Electric:	Florida Power & Light
Water:	City of West Melbourne
Waste Disposal:	Brevard County
Sewage:	City of West Melbourne
Storm Drainage:	Brevard County
Telephone:	Bellsouth
Cable TV:	Bright House

L. COMMON EXPENSES AND OWNERSHIP OF COMMOM ELEMENTS

Common Expenses are apportioned among the unit owners I the same manner as their ownership of the Common Elements and Common Surplus which shall be equal. See Exhibit "B" of the Declaration of Condominium which is Exhibit 2 of this Prospectus. Each Unit shall own a percentage ownership in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium.

See Paragraph 5 of the Declaration of Condominium.

M. BUDGET.

An estimated operating budget is attached to this Prospectus as Exhibit 13.

The Developer guarantees that the assessment for Common Expenses for each Unit of the Condominium which is owned by persons other than Developer shall not increase over the sum of $110.48 per month beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of the recording of the Declaration, or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first, whereupon such guarantee shall terminate. During that period, Developer is excused from any obligation to pay the share of Common Expenses which would have been assessed against Units owned by Developer during such guarantee period, provided Developer shall be responsible for paying the difference between the Condominium Association's expenses of operation otherwise to be funded by annual

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assessments and the amount received from Unit Owners, other than the Developer, in payment of the annual assessments levied against their Units.

N. ESTIMATED CLOSING EXPENSES.

Buyer's expenses in addition to purchase price are as follows:

1. Any costs incurred by the Buyer in obtaining mortgage financing.

2. Cost of recording the special warranty deed. The cost is $10.00 for the first page and $8.50 for each page thereafter.

3. Maintenance shall be prorated as of closing date, except as otherwise stated in the Purchase Agreement, and payment made at closing date through the end of the calendar quarter.

4. An initial working capital contribution of $350.00 shall be made to VENETIAN VILLAGE OF BREVARD CONDOMINIUM ASSOCIATION, INC. by the initial buyer of the Condominium Unit and deposited in the reserve accounts of the Association. The Developer is precluded from the use of these funds for operating expenses of the Association.

5. Pro-rata share of real estate taxes.

6. Owner's title insurance premium and related title expenses. (Title insurance policy is available to Buyer at Buyer's expense.)

O. CONTROL OF CONDOMINIUM ASSOCIATION.

When Unit Owners other than the Developer own 15 percent or more of the Units in a condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the board of administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association.

(a) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to buyers;

(b) Three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to buyers;

(c) When all the Units that will be operated ultimately by the Association have been completed, some have then conveyed to buyers, and none of

the other are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to buyers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven (7) years after the recordation of the Declaration of Condominium; or, in the case of an Association which may ultimately operate more than one condominium, seven (7) years after the recordation of the Declaration of the first condominium it operates; or in the case of any association operating a phase condominium created pursuant to Statute 718.403, seven (7) years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Administration of an Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%), in condominiums with fewer than 500 units, and two percent (2%) in condominiums with more than 500 units, of the units in a condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority member of the board of administration.

Referenced should be made to Paragraph three (3) of the Bylaws of the Association, attached to the Declaration of Condominium as Exhibit "D".

P. INITIAL CONTRIBUTION

The Developer shall charge at the closing of title to the initial sale of each Unit a contribution to be made by the buyer to Venetian Village of Brevard Condominium Association, Inc. to be placed in the reserve escrow account, an amount of $300.00.

Q. ESTIMATED LATEST DATE OF COMPLETION.

The estimated latest date of completion of the Units is July 1, 2007, but in any event, no Unit shall be completed later than two (2) years from the date of the execution date of the Purchase and Sale Agreement.

R. IDENTITY OF DEVELOPER.

The Developer is Venetian Village of Brevard Condominium Association, Inc. The principal office of the Developer is 3415 Shady Run Road, Melbourne, Florida 32934.

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The Developer's principals include: David Robertson has been a residential builder in Brevard County since 1992; Ken Welsh has project management and administration of commercial/institutional and multi-family projects over the last 26 years in Central Florida, including Brevard County; Kirk Kessel is involved in condominium development; most recently Venetian Bay Condominiums, in Brevard County; Stan Kirschner, Sr. and Greg Kirschner have most recently been involved with the development of single family subdivisions in Brevard County: Lansing Island.

S. GOOD FAITH EFFORT TO COMPLY.

The Developer, Venetian Village, LLC, has attempted in good faith to comply with the disclosure requirements of the Florida Condominium Act. This document does not purport to describe all of the features of the Condominium, but rather attempts to comply with the requirements in stating the condominium features and assets of the condominium which will accrue to the benefit of the Unit buyer.

Neither the Developer nor any salesperson or other agent or employee of the Developer makes any representation regarding either economic benefits or tax treatment to be derived from the purchase of a Unit. Buyers are advised that tax treatment and economic benefits may vary with individual circumstances, and the Developer recommends that buyers consult their owner attorney, accountant, or other investment counsel regarding economic and tax matters.

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DECLARATION OF CONDOMINIUM
OF
VENETIAN VILLAGE, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

VENETIAN VILLAGE, A CONDOMINIUM

VENETIAN VILLAGE DEVELOPMENT OF BREVARD, INC., a Florida corporation (hereinafter called the "Developer"), does hereby declare for and behalf of the Developer, its successors, assigns and grantees as follows:

1. INTRODUCTION AND SUBMISSION.

1.1 The Land. The Developer owns the fee title to certain land located in Brevard County, Florida, as more particularly described on Exhibit A attached hereto, which is hereinafter referred to as the "Land."

1.2 Submission Statement. The Developer hereby submits only the Land and all Improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, designated thereon as PHASE I to the condominium form of ownership and use in the manner provided for pursuant to the provisions of Chapter 713, Florida Statutes, herein referred to as the "Florida Condominium Act" as it exists on the date hereof.

1.3 Name. The name by which this condominium is to be identified is VENETIAN VILLAGE, A CONDOMINIUM (hereinafter called the "Condominium").

2. DEFINITIONS. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date this Declaration is recorded.

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

2.3 "Association" or "Condominium Association" means VENETIAN VILLAGE OF BREVARD CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, and its successors, as further defined in Florida Statute Sec. 718.103(2), and the entity responsible for the operation of the Condominium.

2.4 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.5 "Board of Directors" or "Board" means the Association's board of administration.

2.6 "Building" means the structure or structures which are located in or on the Land and in which the Units are located, irrespective of the number of such structures.

2.7 "By-Laws" mean the By-Laws of the Association as they exist from time to time

2.8 "Common Elements" mean and include:

2.8.1 The portions of the Condominium Property which are not included within the Units, including but not limited to the mitigation areas and surface water management system.

2.8.2 Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other facilities for the furnishing of utility and other services to Units and the Common Elements.

2.8.3 An easement of support in every portion of a Unit which contributes to the support of the Building.

2.8.4 The property, including tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

2.8.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration.

2.9 "Common Expenses" shall include

2.9.1 The expenses of the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property

2.9.2 The costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, which is designated as a Common Expense, or Limited Common Elements pursuant to the Florida Condominium Act, this Declaration, the Articles of Incorporation or By-Laws of the Condominium Association.

2.9.3 The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract.

2.9.4 Any valid charge against the Condominium Property as a whole.

2.9.5 Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interest in lands purchased by the Association pursuant to Florida Statutes 718.111 and 718.114.

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

2.11 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.

2.12 "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all Improvements on the Land, all easements and rights appurtenant thereto intended for use in connection with the Condominium, and all other property, real, personal or mixed, which is made subject to this Declaration as hereinafter described, and the support columns and other structural elements.

2.13 "Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated upon the Plat of VENETIAN VILLAGE, and so described in the legal description of said property in Exhibit "A" attached hereto.

2.14 "Developer" means VENETIAN VILLAGE, LLC, a Florida limited liability company and any successor or assignee of all or part of that corporation's rights hereunder; provided that no Unit Owner shall, solely by reason of his purchasing a Unit, be considered a successor or assignee of such rights unless he is expressly designated as such in an instrument executed and recorded by the Developer.

2.15 "County" means the County of Brevard, State of Florida.

2.16 "Declaration" or "Declaration of Condominium" means (and "hereof," "herein," "hereto" and words of similar import refer to) this instrument, as it may be amended from time to time.

2.17 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) which are located on the Condominium Property, including, but not limited to, the Building.

2.18 "Institutional First Mortgagee" means any of the following that holds a first mortgage on a Unit or Units: a bank, a savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension fund, an agency of the United States Government, a mortgage company, a mortgage banker, a lender generally recognized as an institutional-type lender, the Federal national Mortgage Association, the Federal home Loan Mortgage Corporation, the Developer, or the assignee of any such mortgage originally held by one of the foregoing.

2.19 "Limited Common Elements" means those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Any reference herein to Common Elements shall include also all Limited Common

Elements unless the context would prohibit or it is otherwise expressly provided.

2.20 "Primary Institutional First Mortgagee" shall mean the lender which advances the bulk of the funds for the Condominium's construction until that institution's mortgage on the Condominium Property is completely satisfied, and thereafter shall mean the Institutional First Mortgagee which at any time owns all the existing mortgages on Units or owns mortgages on Units securing a greater aggregate indebtedness than that secured by mortgages on Units owned by any other Institutional First Mortgagee.

2.21 "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.22 "Surface Water or Stormwater Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

2.23 "Transient Tenant" shall mean and refer to any person or entity to which a Unit is rented or leased for a period of less than one hundred eighty days (180).

2.24 "Utility Services" shall include but not be limited to electric power, gas, water, telephone, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities. Each Unit Owner shall be responsible for the payment of its telephone, electric, water and sewer garbage/trash and cable services. All utilities serving exclusively common elements shall be the responsibility of the Association, and shall be a Common Expense.

2.25 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.26 "Unit Owner," "Owner of a Unit" or "Owner" means the Owner of a Condominium Parcel.

2.27 "Voting Certificate" means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of the Condominium Unit that is owned by more than one owner or by any entity.

2.28 "Voting Interest" means the voting rights distributed to the Association members pursuant to Florida Statute 718(4)(i).

3. DESCRIPTION OF CONDOMINIUM.

3.1 This Condominium shall be developed in phases pursuant to Chapter 718.403, Florida Statutes, with Phase I consisting of the real property legally described and the units in the buildings and other improvements as shown on Exhibit "A-1" attached hereto, being submitted to the Condominium for of ownership by this Declaration. The units in Phase I of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in Exhibit "B" attached hereto.

3.2 The impact, if any, which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the percentage ownership per Unit of the Common Elements and percentage obligations of the Common Expenses and increase the size of Common Elements.

3.3 The remaining phases must be completed within seven (7) years of the date of recorded of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the first phase. All improvements in any subsequent phase must be substantially completed prior to annexation to the Condominium.

3.4 Should the Developer decide in its sole and absolute discretion to add any of the proposed additional phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed additional phase shall consist of the real property legally described and the units in the buildings and other improvements as shown on Exhibits "A-2" through "A-13" attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 3.5 below. Phase I consists of six (6) units in one building. The other Phases, if added, will consist of the number of Units as described in paragraph 3.5 below.

3.5 The number, minimum, maximum and general size of Units to be included in each phase are as follows:

3.5.1 Phase I shall consist of one (1) building consisting of a maximum of six (6) Units and a minimum of four (4) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.2 Phase II shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.3 Phase III shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.4 Phase IV shall consist of one (1) building consisting of a maximum of eight (8) Units and a minimum of six (6) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.5 Phase V shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.6 Phase VI shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.7 Phase VII shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.8 Phase VIII shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.9 Phase IX shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.10 Phase X shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms per Unit.

3.5.11 Phase XI shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2).

3.5.12 Phase XII shall consist of one (1) building consisting of a maximum of ten (10) Units and a minimum of eight (8) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2).

3.5.13 Phase XIII shall consist of one (1) building consisting of a maximum of four (4) Units and a minimum of two (2) Units, which contain a maximum of 1,860 square feet and a minimum of 1,438 square feet, a maximum of three (3) bedrooms and a minimum of two (2)

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases II - XIII to allow the Developer the flexibility of varying the type and size of floor plans to be issued intact of the buildings of Phase II through Phase XIII, including but not limited to varying the type, style, location and size of the buildings in such Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase, provided, however, that those items required to be included in the original Declaration shall be approved in accordance with that Section.

Such buildings and units may differ as follows:

(i) Size of buildings and units.
(ii) Location and configuration of buildings.
(iii) Elevations of lands and buildings.
(iv) Design of buildings and units.
(v) Configuration of Units within buildings
(vi) Buildings materials.
(vii) Height of buildings.
(viii) Number of units, number of units per building and number of buildings.
(ix) Locations of easements.
(x) Changes in parking and landscaping areas.
(xi) Price.
(xii) Number of bathrooms and bedrooms in units.
(xiii) Number of phases.
(xiv) Unit type.
(xv) Estimated completion date of each building provided the same complies with Section 718.403(1), Florida Statutes.

3.6 Each Unit's percentage ownership in the Common Elements shall be equal to all of the Units. Each Unit shall own a percentage ownership in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on Exhibit "B" attached hereto.

3.7 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage owner, as set forth in paragraph 3.6. If any phase or phases are not developed and added as part of this Condominium, said percentage shall remain as provided in paragraph 3.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

3.8 The Developer shall notify owners of exiting Units of the commencement of, or decision not to add, one or more additional phases. Notice shall be by first class mail addressed to the each owner at the address of the Unit at their last known address.

3.9 The Developer is not required to convey any additional land facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the subsequent phases.

3.10 Time share estates shall not be a part of this Condominium.

3.11 During the construction of this Condominium and any additional phase, the Developer, except for Units which have been conveyed to a Unit Owner; shall have the rights to use any portion of the Condominium Property, including Common Elements, for the construction, marketing and sale of Units.

3.12 Additional Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such Amendment shall not require the execution or consent of any Unit Owners other than the Developer. Such phases may be added out of sequence.

3.13 No additional Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be withheld of the Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

3.14 Developer shall convey all Common Elements to the Unit Owners of the Association no later than the completion of the final phase to be added to this Declaration.

3.15 The Common Elements may not be subject to a lease between the Association and another party.

3.16 Identification of Parking There are 17 uncovered guest parking spaces, for a total of 17 guest parking spaces.

3.17 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

3.17.1 Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the parametrical boundaries:

3.17.1.1 Upper Boundaries. The horizontal plane(s) of the unfinished lower surface(s) of the structural ceiling (which, in the case of a multi-story Unit, shall be deemed to be the ceiling of the top story of the Unit) including, in the case of a Unit in which the ceiling forms more than one plane, the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes.

3.17.1.2 Lower Boundaries. The horizontal plane(s) of the unfinished upper surface(s) of the concrete floor of the Unit (which, in the case of a multi-story Unit, shall be deemed to be the concrete floor of the first story of the Unit), including, in the case of a Unit in which the floor forms more than one horizontal plane, the plane(s) formed by the unfinished vertical surface(s) that join the horizontal planes.

3.17.1.3 Interior Divisions. Except as provided in subsections 3.2.1.1 and 3.2.1.2 above, no part of a nonstructural interior wall shall be considered a boundary of a Unit.

3.17.2 Parametrical Boundaries. The parametrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

3.17.3 Apertures. In cases in which there are apertures in a boundary (including, but not limited to, windows, doors, conversation pits and skylights) the Unit's boundaries shall be extended so that the interior unfinished surfaces of such apertures (including all frameworks thereof) and the exterior surfaces of such apertures that are made of glass or other transparent material (including all framing and casings therefor) are within the boundaries of the Unit.

3.17.4 Role of Survey. In cases not specifically covered in this Section 3.17 and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "A" hereto shall control in determining the boundaries of a Unit.

3.18 Limited Common Elements. The Limited Common Elements shall consist of the areas, spaces, structures and fixtures described in Subsections 3.16. Whenever these paragraphs refer to a Limited Common Element being appurtenant to a Unit, the intent is that the

Limited Common Element is reserved for the exclusive use of the Owner of that Unit and the occupants of the Unit to the extent the occupants are entitled to use the Unit. Any transfer of a Unit shall operate to transfer the right of exclusive use of the Limited Common Element appurtenant to that Unit, unless otherwise provided specifically to the contrary herein.

3.19 Balconies and Patios. Any balcony or patio (including any railing or parapet partially surrounding it and any planter or lighting or other fixture that is part of or contained on or within it) which adjoins a Unit that is the only Unit having direct and immediate access to it shall be a Limited Common Element appurtenant to that Unit.

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

3.21 Mortgagee Provision. Anything to the contrary herein notwithstanding, if a Unit Owner mortgages his Unit together with the right to use the Limited Common Elements appurtenant to it, his rights to use the Limited Common Elements shall not be assignable apart from the Unit.

3.22 Easements. The following easements are hereby created (in addition to any easements created under the Act):

3.22.1 Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

3.22.2 Utility and Other Services; Drainage. Easements for utility and other services are reserved under, through and over the Condominium Property as may be required from time to time to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Association shall have a right of access to each Unit to maintain, repair or replace any Common Elements, including but not limited to, the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and any Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall be made on not less than one (1) day's notice.

3.22.3 Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit or vice versa; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment hereafter occurs as a result of (i) construction of the Improvements, (ii) settling or

shifting of the Improvements, (iii) alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and its maintenance as long as the Improvements involved stand.

3.22.4 Ingress and Egress. A non-exclusive easement as part of the Common Elements in favor of each Unit Owner and resident, their guests and invitees, shall exist over streets, walks, and other rights-of-way to provide ingress and egress from the Condominium Property to any road or street. None of the easements specified in this Subsection 3.22.4 shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

3.22.5 Sales Activity. The Developer and its designees, successors and assignees shall have the right to use any such Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers, and tenants of Units, to erect on the Condominium Property signs and other promotional materials to advertise Units for sale or lease (without regard to the size or aesthetic qualities of the materials) and to take any and all actions which, in the Developer's opinion, may be helpful for selling or leasing Units or for promoting VENETIAN VILLAGE, A CONDOMINIUM, and its operations generally.

3.22.6 Cable Television. The Developer reserves unto itself, its successors, assigns, contractors, designees and nominees, (i) ownership of any closed circuit television system, master antenna system, community antenna television system or the like (including any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment) which it (or one of its successors, assigns, designees or nominees) installs in part or whole on the Condominium Property (any such system and its related apparatus and equipment being hereinafter referred to as "the System"), (ii) a perpetual easement over, through and across the Condominium Property for the installation, servicing, maintenance, repair, replacement and removal of the System or any part thereof, (iii) the right to connect the System to whatever receiving source the owner of the System

deems appropriate, and (iv) the right to provide (or cause to be provided) services to Units through the System (and related, ancillary services to Units) at charges not to exceed those normally paid for like services by residents of, or providers of such services to, single-family homes or condominium units.

3.22.7 Additional Easements. The Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as his irrevocable attorney-in-fact for this purpose), shall each have the right to grant additional electric, gas or other utility or service easements in any portion of the Condominium Property, to relocate any existing utility or service easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association deems necessary or desirable for the proper operation and maintenance of the Improvements (or any portion thereof), for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration, provided that the easements as created or relocated will not prevent or unreasonably interfere with the reasonable use of the Units for the intended purposes.

3.23 Support Elements. Any columns and other structural elements lying within the Common Elements but necessary to the support and structural integrity of the Building shall be and are hereby declared to be Common Elements of the Condominium whether or not included in Exhibit A hereto.

4. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit whether or not separately described. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES; VOTING RIGHTS; APPURTENANCES TO UNITS.

5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit is a fraction, the numerator of which is one(1), and the denominator is the total number of units constructed (i.e. 1/116th should all phases be constructed).

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7009 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

5.2 Voting. Each Unit shall be entitled to one vote in Condominium Association matters to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Condominium Association.

5.3 The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof.

6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, approvals must be by affirmative vote of:

6.1.1 Prior to the time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning a majority of the Units represented at any meeting at which a quorum has been attained and by not less than two-thirds (2/3rds) of the Board of Directors of the Association; or

6.1.2 After such time that Unit Owners other than the Developer elect a majority of the Board of Directors, Unit Owners owning not less than 75% of the Units represented at any meeting at which a quorum has been attained.

6.2 By The Developer. To the extent permitted by the Florida Condominium Act, as amended from time to time, the Developer, during the time it is in control of the Board of Directors may amend the Declaration, the Articles of Incorporation, the By-Laws of the Association and applicable rules and regulations to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of Unit Owners, unless

the record owner of the unit and all record owners of liens consent in writing. The execution and recording of any amendment by the Developer pursuant to this Paragraph 6.2 shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded. Without in any way limiting the generality of the foregoing, as long as it owns one or more Units, the Developer shall have an absolute right to make any amendments to this Declaration (without any other party's consent or joinder) that are requested or required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages or that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee to enhance the salability of its first mortgages on Units to one or more of the foregoing. Provided further, however, that the Developer may not amend the Declaration to change the configuration or size of any unit, in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, without the consent of the record owner of the affected unit(s) and all record owners of liens join in the execution of the amendment and unless at least a majority of the total voting interest approve the amendment.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments effected by the Developer must be evidenced in writing and recorded, but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the Public Records of the County.

6.4 Alteration of Common Elements, Etc. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless a majority of the total voting interest of the affected Unit(s), and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment, unless required by any governmental entity.

6.5 Consent and Joinder of Mortgagee in Amendment. The consent and joinder of any mortgagee of any Unit to or in any amendment to the Declaration is required for any amendment which materially affects the rights and interests of the mortgagee, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. If the consent or joinder of some or all of the mortgagees of the Units is required in

accordance with this paragraph, then such consent may not be unreasonably withheld by the mortgagee. For purposes of this paragraph, it shall be presumed that other than an amendment pursuant to Paragraph 6.4 or an amendment permitting the creation of time-share estates, that such amendments shall not materially affect the rights or interests of any mortgagee.

6.6 Surface Water or Stormwater Management System. Any amendment to the Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

7. MAINTENANCE AND REPAIRS.

7.1 Units. All maintenance of any Unit, whether ordinary or extraordinary, (including, without limitation, maintenance of screens, windows (both sides), any hurricane shutters installed by a Unit Owner, the interior side of the entrance door, the garage door and all other doors within or affording access to a Unit, that portion of the electrical (including wiring) and plumbing (including fixtures and connections), fixtures and outlets, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces and, in general, the entire interior of the Unit), as well as that portion of the air-conditioning and heating equipment unit or equipment servicing the Unit Owner's Unit, including, but not limited to, that portion of the air-conditioning and heating unit which is designated as a Limited Common Element, shall be performed by the Owner of such Unit at that Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

7.2 Common Elements. Except to the extent expressly provided to the contrary in Subsection 7.3 or elsewhere herein, all maintenance in or to the Common Elements shall be performed by the Association; further, all incidental damage caused to a Unit by reason of maintenance, repair and replacement to be accomplished or performed by the Association as provided herein shall be performed by the Association. The cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent it arises from or is necessitated by the negligence or misuse of a specific Unit Owner or Owners in the opinion of the Board, in which case such Unit Owner(s) shall be responsible therefor except to the extent the proceeds of insurance are made available therefor.

7.3 Limited Common Elements.

7.3.1 Covered Patios, Lanais and/or Balconies. Each Unit Owner shall, at his sole cost and expense, maintain the surface of the floor, ceiling and walls of any balcony that is appurtenant to his Unit as a Limited Common Element, the surface of the interior face of any parapet that partially surrounds that balcony and any wiring, electrical outlets, light bulbs and other fixtures located on or in that balcony.

7.3.2 Air Conditioning and Heating Equipment. Each Unit Owner shall, at his sole cost and expense, maintain any and all air conditioning and heating equipment which is a Limited Common Element appurtenant to his Unit.

7.3.3 Driveways. The Unit Owner shall at his sole cost and expense, be responsible for the maintenance of the driveways appurtenant to a Unit or Common Element or Limited Common Element.

7.4 Definition of "Maintenance". When used in this Section 7, unless the context requires otherwise, the term "maintenance" and its correlatives shall be read to mean keeping the item to be maintained in a clean and orderly condition and painting, repairing and replacing it when reasonably necessary.

8. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of $10,000.00 (which amount shall be increased each twelve (12) month period after this Declaration is recorded to keep pace with increases in the Consumer Price Index as published by the United States Bureau of Labor Statistics [or if that index be unavailable, some other suitable index designed to reflect changes in the cost of living selected by the Board]) in the aggregate in any calendar year, the Association may proceed with making such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing $10,000.00 (increased as aforesaid) or less in the aggregate in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. Any such alteration or improvements shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

9. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.

9.1 By Non-Developer Unit Owners. No Unit Owner other than Developer shall make any structural addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Element, without the prior consent of the Board of Directors and seventy-five percent (75%) of the total voting interest. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. Once the Board has consented, then the proposed additions, alterations and Improvements must be approved by seventy-five percent (75%) of the total voting interests. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having

jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Board may impose administrative charges for considering any such proposal.

9.2 By the Developer.

9.2.1 Generally. The restrictions and limitations set forth in this Section 9 shall not be applicable to Units owned by the Developer. The Developer shall have the additional right, with the consent or approval of none of the Unit Owners, to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, with limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), (b) move and modify piping and other fixtures located within the Common Elements but serving exclusively a Unit or Units owned by the Developer, and (c) provide additional and/or expand and/or alter recreational facilities.

9.2.2 Changes in Developer-Owned Units. Without limiting the generality of the provisions of Subsection 9.2.1 above, the Developer shall have the right, with the consent of none of the Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that

the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to such Units, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Subsection 9.2.2 will be made in accordance with this Declaration and Chapter 718, Florida Statutes. Without limiting the generality of Subsection 6.4 hereof, the provisions of this Subsection may not be added to, amended or deleted without the prior written consent of the Developer.

9.3 Hurricane Shutters; Balcony Enclosure. The Board of Directors shall establish and adopt specifications for the installation, maintenance, repair and replacement of hurricane shutters, balcony enclosures and such other alterations as it deems appropriate, which shall include color, style and other factors deemed relevant by the Board. As such alterations are made by a Unit Owner, they must be in accordance with such specifications and shall comply with applicable building codes. The maintenance, repair and replacement of such alterations shall be the responsibility of the unit Owner, including the obligation to insure. Notwithstanding anything in this Declaration to the contrary, the Board of Directors shall not refuse to approve the installation, replacement and maintenance of any such hurricane shutters or balcony enclosure which comply with the Board approved specifications.

10. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES. The Association shall be responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation of the Association and its By-Laws (copies of which are attached hereto as Exhibits C and D, respectively), as amended from time to time.

10.1 In addition, the Association shall have all the powers and duties set forth in the Act as subsequently amended, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

10.1.1 The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

10.1.2 The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements.

10.1.3 The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

10.1.4 The power and right to contract for the management and maintenance of the Condominium Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by this Declaration and the Condominium Act, including, but not limited to the making of Assessments, the promulgation of rules and the execution of contracts on the Association's behalf.

10.1.5 The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.

10.1.6 Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or benefit of the Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

10.1.7 The power to adopt and amend rules and regulations covering the details of the operation and use of the Condominium Property.

10.1.8 The power to employ personnel (part-time or full-time).

10.1.9 Subject to restrictions contained herein, the power to grant licenses and easements over the Common Elements as required or convenient to permit cable television service or other communications services to one or more Units.

10.1.10 The duty and responsibility for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance of other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

The event of conflict between the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto or otherwise, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

10.2 Limitation Upon Liability of Association. Notwithstanding its duty to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owner for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property.

10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

10.4 Approval or Disapproval of Matters Generally. Whenever the decision of a Unit Owner is required upon any matter (whether or not the subject of an Association meeting), that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration or by law.

10.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the

Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, the Association may condition such action or approval in any manner it deems appropriate or may refuse to take or give such action or approval, in either case without the necessity of establishing the reasonableness of its conditions or refusal (as the case may be).

11. ASSESSMENTS.

11.1 Determination of Common Expenses and Fixing of Assessments Therefore. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair, replacement and management of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or by the Association. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change must be adopted consistently with the provisions of the By-Laws.

11.2 Initial Start-Up Assessment. Upon purchasing a unit from the Developer, each Unit Owner shall pay to the Association $300.00 as an Initial start-up assessment. The initial start-up assessment shall be paid to the Developer to be deposited in the Condominium working capital fund. The initial start-up assessment shall be used for the initial expenses of the Condominium (for example: advance insurance premiums, utility deposits, permits and licenses) and in addition, may be used for the purposes of capital improvements, emergency needs, initial items and non-recurring capital expenses. Although the initial start-up assessments to the Condominium working capital fund shall be paid by each Unit Owner to the Developer, all Condominium initial start-up assessments not previously expended by the Developer for any of the foregoing items, or reimbursed to the Developer for previous expenditures for any of the foregoing items, shall be turned over to the Association at such time as Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association. The payment of the initial start-up assessment shall

not operate to relieve the Unit Owner who paid it from commencing payment of the periodic assessments provided for in Subsection 11.1, or elsewhere in this Declaration.

11.3 Maintenance of Surface Water or Stormwater Management System Assessment. Assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

12. COLLECTION OF ASSESSMENTS.

12.1 Liability for Assessments. Every Unit Owner, regardless of how he acquired title, (including a purchaser at a judicial sale or deed in lieu of foreclosure) is liable for all Assessments coming due while he owns the Unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the previous owner for all unpaid Assessments against the owner for his share of the Common expenses or otherwise up to the time of the transfer, without prejudice to any right the owner may have to recover from the previous owner the amounts paid by the owner.

12.2 Default in Payment of Assessments for Common Expenses.

12.2.1 Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate from the due date until paid. In addition to interest, the Association may charge a late fee of $25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to costs and attorney's fees incurred in collection, and then to the delinquent assessment. This shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying payment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on it including interest thereon at the highest lawful rate and for reasonable attorney's fees and costs incurred by the Association in connection with the collection of the Assessments or enforcement of the lien. The lien is effective from the date of the recording of this Declaration. However, as to first mortgagees of record, the lien is effective from and after the date of recording a claim of lien as provided in Paragraph 12.2.2

12.2.2 First Mortgagees. As to first mortgagees of record, the Association's lien for unpaid assessments, including interest at the highest lawful rate, and for reasonable attorney's fees and costs incurred by the Association in connection with the collection of the assessments or enforcement of the lien, is effective from and after recording a claim of lien. The lien shall be recorded in the Public Records of Brevard County,

Florida, and state the description of the condominium parcel, the name of record owner, the name and address of the association, the amount due and the due date. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to recording of the claim of lien and prior to entry of final judgment of foreclosure. A claim of lien must be signed and acknowledged by an officer or agent of the Association, state the description of the condominium parcel, name of the record owner, the name and address of the Association, the amount due and due dates. Upon payment, the person making payment is entitled to a satisfaction of the lien.

12.3 Foreclosure.

12.3.1 Generally. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments, together with other sums specified herein, without waiving any claim of lien.

12.3.2 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner at the Unit Owner's last known address; and, upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Subsection 12.3 are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive or substitute service of process has been made on the Unit Owner.

12.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

12.5 First Mortgagee. Notwithstanding the provisions of Paragraph 12.1 above, a first mortgagee who acquires title to any Unit by foreclosure or deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed. In no event shall the first mortgagee be liable for more than six (6) months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee, or one (1%) percent of the original mortgage debt, whichever amount is less.

12.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending at such time as Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners. The Developer guarantees that a Unit Owner's assessments shall not exceed $110.48 per month until after such time as Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association. The Developer has the option to extend the guarantee for up to two (2) additional one-year periods.

12.7 Certificate of Unpaid Assessments. Each Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments against him with respect to his Unit.

12.8 Installments. Unless changed by action of the Board, Assessments will be payable in advance in monthly installments, and a Unit Owner must remain at all times at least one month in advance of the payment dates.

12.9 Receiving Agent. The Board of Directors may, at any time and from time to time, appoint the Condominium Association, or an independent receiving agent as agent to receive all Assessments and all assessments and other charges payable under this Declaration or other Cluster Declarations in one lump sum and to then disburse such sums. No agent shall have any liability except for its gross negligence or willful misconduct in receiving and disbursing monies. All enforcement actions shall remain solely within the respective associations individually, except as elsewhere herein provided to the contrary.

13. INSURANCE. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

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13.1 Purchase, Custody and Payment.

13.1.1 Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida and which, in the case of hazard insurance, has either a financial rating in Best's Financial Insurance Reports of Class VI or better or a financial rating therein of Class V and a general policyholder's rating of at least "A."

13.1.2 Approval. Each insurance policy, the agency and company issuing the policy and the insurance trustee hereinafter described (the "Insurance Trustee") shall be subject to the approval of the Primary Institutional First Mortgagees in the first instance.

13.1.3 Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds.

13.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, and all policies and endorsements thereto shall be deposited with the Insurance Trustee.

13.1.5 Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

13.1.6 Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and in their own discretion upon the property lying within the boundaries of their unit, including, but not limited to, their personal property (except as covered in Section 13.2.1 below), and for their personal liability and living expense and for any other risks.

13.2 Coverage. The Association shall maintain insurance covering the following:

13.2.1 Casualty. The Building (including all fixtures,

installations or additions comprising that part of the Building within the boundaries of the Units initially installed in accordance with the original plans and specifications therefore, and replacements thereof of like kind or quality, but excluding all floor, wall and ceiling coverings and all furniture, furnishings and other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners and excluding all other alterations, capital improvements and betterments made by Unit Owners or such tenants) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively the "Insured Property"), shall be insured in an amount not less than one hundred percent (100%) of the insurable value thereof (based on replacement cost), excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

13.2.1.1 Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

13.2.1.2 Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

13.2.2 Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such additional coverage as shall be required by the Board of Directors of the Association, and with coverage of not less than $1,000,000 per each accident or occurrence, for personal injury and/or property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

13.2.3 Workmen's compensation and other mandatory insurance when applicable.

13.2.4 Flood insurance, if required by the Primary Institutional First Mortgagee or if the Association so elects.

13.2.5 Fidelity bonding of all the Association's directors,

officers, employees and managing agents who handle Association funds, in an amount in accordance with the Florida Condominium Act, as amended from time to time, but in no event less than $10,000.00 for each such person.

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

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's standard right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

13.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

13.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

13.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank, or trust company in Florida with trust powers, with its principal place of business in the County. 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 (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

13.5.1 Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured

Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Subsection 13.5.2 below.

13.5.2 Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any, collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or of other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

13.5.3 Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged common property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

13.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

13.6.1 Expenses of the Trust. First, all expenses of the Insurance Trustee shall be paid or provided for.

13.6.2 Reconstruction or Repair. If the damaged property 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 herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

13.6.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Subsection 13.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

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13.6.4 Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

13.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact 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.

13.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

13.9 Benefit of Mortgagees. Certain provisions in this Section 13 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

13.10 Insurance Trustee Not Appointed. The Board of Directors shall have the option in its discretion of appointing an Insurance Trustee hereunder. Anything to the contrary in this Declaration notwithstanding, if the Association fails or elects not to appoint an Insurance Trustee, the Association shall perform directly all obligations imposed upon the Insurance Trustee by this Declaration

14. RECONSTRUCTION OR REPAIR AFTER FIRE OR OTHER CASUALTY.

14.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80% or more of the Units elect not to proceed with repairs or restoration and Institutional First Mortgagees holding mortgages on at least 51% of the Units subject to mortgages held by Institutional First Mortgagees approve such election], the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If 75% or more of the Insured Property (and the Optional Property, if

insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the Units duly and promptly resolve not to proceed with the repair or restoration thereof and the Institutional First Mortgagees holding mortgages on at least 51% of the Units subject to mortgages held by Institutional First Mortgagees approve such resolution, the Condominium property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective Interests in the Common Elements (with respect to proceeds held for damage to the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no Payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. 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.

14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in substantial accordance with the plans and specifications approved by the Board of Directors, and if the damaged property which is to be substantially altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be substantially altered.

14.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional

Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit-by-Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

14.4 Estimate of Costs. Immediately after a determination is made 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.

14.5 Other Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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 the costs of reconstruction and repair are insufficient, charges shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such charges on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

14.6 Construction Funds. The funds for payment of the costs of reconstruction and repair, 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:

14.6.1 Association. If the total Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association are more than $50,000.00, 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.

14.6.2 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from 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 and order:

14.6.2.1 Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than $50,000.00, then the

construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon written request to the Insurance Trustee by the Primary Institutional First 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 provided below for the reconstruction and repair of major damage.

14.6.2.2 Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than $50,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection 14.6.2.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

14.6.2.3 Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to affect repairs to the Optional property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly

affect the repairs. Any balance remaining after such repairs have been affected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

14.6.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to 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; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

14.6.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

14.7 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by any of them.

15. CONDEMNATION.

15.1 Deposit of Awards with Insurance Trustee; Authority of Association. The taking of portions of the Condominium Property by the exercise of the power or eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and In the event of failure to do so, in the discretion of the Board of Directors of the Association, the amount of that award shall be set off against the sums hereafter made payable to that Owner, or the Association may institute a lawsuit against such Unit Owner to collect such sums. The Association shall represent the Unit Owners in any condemnation proceedings relating to any part of the Common Elements and in negotiations, settlements and agreements with the condemning authorities for the acquisition of any part of the Common Elements.

15.2 Determination whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section 15 specifically provided.

15.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium.

15.4.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to the Owner of the Unit.

15.4.2 Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the

Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

15.4.3 Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

15.4.3.1 Add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

15.4.3.2 Divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

15.5.1 Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units as their interests may appear. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

15.5.2 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be

approved in the manner elsewhere required for capital improvements to the Common Elements.

15.5.3 Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:

15.5.3.1 Add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 15.4.3 hereof (the "Percentage Balance"); and

15.5.3.2 Divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Subsection 15.4.3 hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

15.5.4 Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

15.5.5 Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be three appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the

Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

15.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner approved by the Board of Directors; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

15.7 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

16. RESIDENTIAL OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Units in the Condominium Property shall be restricted as follows:

16.1 Occupancy of Units. Each Residential Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. Occupants of an approved leased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee, (ii) an officer, director, stockholder or employee of a corporate lessee, (iii) a partner or employee of a partnership lessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to mean (1) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Unit. In no event shall

occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per each bedroom in the Units. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The restrictions in this Subsection 16.1 shall not be applicable to units owned by the Developer.

16.2 Pets. No animal may be kept anywhere on the Condominium Properties unless it is a small bird or fish, a dog, a household cat or some other "household pet" (as defined by the Board of Directors) capable of being hand-carried and weighing less than 30 lbs. each. With the exception of birds and fish housed in a cage or aquarium within the Owner's Unit, no Owner may keep more than two (2) pets on the Condominium Property. No pet may be kept, bred or maintained for any commercial purpose or become a nuisance or annoyance to neighbors. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed or carried by hand at all times when outside the Unit. No animal may be kept on a balcony or terrace when its owner is not in the Unit. Without limiting the generality to Section 18 hereof, violation of the provision of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice.

16.3 Alterations. Without limiting the generality of Subsection 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements (including, but not limited to, exterior painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery or air-conditioning units, installing balcony enclosures or in any other manner changing the appearance of any portion of the Building) without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof). Without limiting the generality of the foregoing, nothing shall be hung, displayed, installed, affixed or placed upon the exterior of the Building, nor may any other change be made to the Building which would affect its exterior appearance in any way, without the prior written consent of the Association. In general, the Condominium Property shall be kept free and clear of unsightly material.

16.4 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

16.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

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16.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

16.7 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. All leases shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. Subleasing of Units is prohibited. No lease of a Unit shall release or discharge the Unit Owner from the Unit Owner's compliance with this Declaration, or any of the Unit Owner's other duties as a Unit Owner. The leasing of Units shall also be subject to the prior written approval of the Association. All Unit Owners will be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. No Unit may be leased for an initial term of less than three (3) months. If a Unit is leased and the tenant or lessee vacates the Unit prior to the expiration of three (3) months, the Unit may not be occupied by another tenant or lessee within three (3) months from the date that the prior tenant or lessee initially occupied the Unit. For example, if the vacating tenant or lessee initially occupied the Unit on January 1, 2000, the Unit may not be occupied by another tenant or lessee until April 1, 2000.

16.8 Exterior Improvements; Landscaping. Without limiting the generality of Subsections 9.1 or 16.3 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, equipment, screens, furniture, and fixtures) , nor to be planted or grown any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association.

16.9 Security. The rights of access and use established with respect to the Condominium Property shall be subject to security checks and restrictions. Security personnel shall have the right to stop and question persons and to require satisfactory evidence of any such person's right to be where such person is stopped. Persons not establishing that right to the satisfaction of the security personnel may be required to leave (even if such person

actually has the right to be where stopped, but is unable to prove such right satisfactorily).

16.10 Effect on Primary Institutional First Mortgagee. The restrictions and limitations set forth in this Section 16 shall not apply to the Primary Institutional First Mortgagee or any of its affiliates or to Units owned by any of them.

16.11 Effect on Developer. The restrictions and limitations set forth in this Section 16 shall not apply to the Developer or its affiliates or to Units owned by any of them, except that Subsections 16.2 and 16.7 hereof shall apply to the Developer and its affiliates.

16.12 Relief by Association. The Board of Directors shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 16 for good cause shown.

16.13 Time-Share Estates. Time-share estates are prohibited.

16.14 Parking. No parking space may be used for any purpose other than parking automobiles, motorcycles, or small, non-work trucks (used for transportation purposes) that are in operating condition. Recreational vehicles, motor homes, trailers, boats and trucks (other than small, non-work trucks used for transportation) may not be parked in any parking space or parked or placed on any portion of the Condominium Property, unless permitted by the Board of Directors. In the event that the Board of Directors permits recreational vehicles or motor homes to be parked in designated areas, overnight occupancy of these vehicles is prohibited. No parking space may be used by any person other than a person properly occupying the Unit pursuant to Section 16.1, provided that the guest or visitor of a person properly occupying the Unit pursuant to Section 16.1 may use the parking space so long as such guest or visitor is actually visiting and upon the premises.

16.15 Developer Exemption. Until such time as the Developer has closed the sale of all of its Units in the Condominium, neither the Unit Owners nor the Association shall interfere with the Developer's sale of its Units. The Developer may make such use of the unsold Units and Common Elements as may facilitate its sales, including but not limited to the maintenance of a sales office, model Units, the showing of the property, and the display of advertising and signs.

17. NOTIFICATION OF THE TRANSFER OF UNITS. Any Unit Owner who transfers the ownership of their Unit, whether by sale, contract for deed, gift or other conveyance, shall at least ten (10) days prior to the transfer of such Unit, notify the Association of the pending transfer of the Unit and provide the Association with the name of the person or entity to whom the Unit is being transferred. In addition, the Unit Owner must provide a forwarding mailing address where such Unit Owner will receive mail.

18. COMPLIANCE AND DEFAULT. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this

Declaration and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family of his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the association.

18.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the applicable provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property, the Association shall have the right to bring an action for damages or for injunctive relief, or both, as provided in the Act.

18.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

18.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

19. TERMINATION OF CONDOMINIUM. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a consent of Owners of at least 75% of the Units and of Institutional First Mortgagees holding mortgages on at least 75% of the Units that are subject to mortgages held by Institutional First Mortgagees. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the Public Records of the County. This Section may not be amended without the consent of all Institutional First Mortgagees.

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20. ADDITIONAL RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. In addition to all other rights herein set forth, every Institutional First Mortgagee and every insurer and governmental guarantor of a first mortgage held by an Institutional First Mortgagee shall have the right, upon written request to the Association identifying itself and the Units subject to a first mortgage it holds or has insured or guaranteed, to:

20.1 Examine, during normal business hours or other reasonable circumstances, the Association's books, records and financial statements, and current copies of this Declaration, of the Association's Articles and By-Laws, and of its rules and regulations;

20.2 Receive notice of Association meetings and attend such meetings;

20.3 Receive notice of an alleged default by any Unit Owner whose Unit is subject to a mortgage it holds or has insured or guaranteed, if the default is not cured within sixty (60) days after notice of the default to the Unit Owner; and

20.4 Receive notice of any condemnation or casualty loss which affects a Unit subject to a mortgage it holds or has insured or guaranteed or which affects a major portion of the Condominium Property.

20.5 Have prepared at its (i.e., the requesting Institutional First Mortgagee's, insurer's or guarantor's [as the case may be]) expense, within a reasonable time after it requests it, an audited financial statement of the Association for the immediately preceding fiscal year.

20.6 Receive notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

20.7 Receive notice of any proposed action by the Association which would require hereunder the consent or approval of a specified percentage of Institutional First Mortgagees.

21. WATER AND SEWER LINES. The water line from each building up to, but not including, the water meter, shall be part of the Common Elements and maintained by the Association. Each water meter and the lines supplying water from the water source to the water meter is not a part of the Condominium Property and is owned and maintained by the City of West Melbourne, Florida (water and sewer). The sewer line from each building up to, but not including, the main collection line, shall be part of the Common Elements and maintained by the Association. The main collection line and the sewer line from there to the sewage treatment facility is not a part of the Condominium Property and is owned and maintained by Brevard County, Florida. The Condominium Association shall promptly reimburse the Developer for the cost of repairs to the Water System or the Sewer System which are necessitated by the negligence of any of the Unit Owners or the Condominium Association's agents or employees.

22. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, and all management contracts affecting the Unit Owners (whether or not

recorded), shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time, and all applicable management contracts entered into by the Association (whether or not recorded in the Public Records of the County) (which management contracts, as amended from time to time, are incorporated herein by this reference). The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as well as applicable management contracts, as they may be amended from time to time, by such Unit Owner, tenant or occupant.

23. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM.

23.1 Maintenance. The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District.

23.2 Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas of swales, without the prior written approval of the St. Johns River Water Management District.

23.3 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

23.4 Amendment. Any amendment to this Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common elements, must have the prior approval of the St. Johns River Water Management District.

24. ADDITIONAL PROVISIONS.

24.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association, or hand-delivered to such Unit Owner. Any notice which is mailed to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid, sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received.

24.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

24.3 Mortgagees. The Association may assume each unit is free of any mortgages or liens, unless written notice of the existence of a mortgage or lien on the Unit is received by the Association.

24.4 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

24.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

24.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such

documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

24.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, applicable rules and regulations adopted pursuant to such documents, or applicable management contracts, as the same may be amended from time to time, shall not affect the validity of the remaining portions hereof or thereof which shall remain in full force and effect.

24.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

24.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise) , and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and the applicable rules and regulations and management contracts are fair and reasonable in all material respects.

24.10 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

24.11 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

25. WARRANTIES.

A. The Developer shall be deemed to have granted to the purchaser of each unit an implied warranty of fitness and merchantability for the purposes or uses intended as follows:

1. As to each unit, a warranty for 3 years commencing with the completion of the building containing the unit.

2. As to the personal property that is transferred with, or appurtenant to, each unit, a warranty which is for the same period as that provided by the manufacturer of the personal property, commencing with the date of closing of the purchase or the date of possession of the unit, whichever is earlier.

3. As to all other improvements for the use of unit owners, a 3 year warranty commencing with the date of completion of the improvements.

4. As to all other personal property for the use of unit owners, a warranty which shall be the same as that provided by the manufacturer of the personal property.

5. As to the roof and structural components of a building or other improvements and as to mechanical, electrical, and plumbing elements serving improvements or a building, except mechanical elements serving only one unit, a warranty for a period beginning with the completion of construction of each building or improvement and continuing for 3 years thereafter or 1 year after owners other than the Developer obtain control of the Association, whichever occurs last, but in no event more than 5 years.

6. As to all other property which is conveyed with a unit, a warranty to the initial purchaser of each unit for a period of 1 year from the date of closing of the purchase or the date of possession, whichever occurs first.

B. The contractor, and all subcontractors and suppliers, grant to the Developer and to the purchaser of each unit implied warranties of fitness as to the work performed or materials supplied by them as follows:

1. For a period of 3 years from the date of completion of construction of a building or improvement, a warranty as to the roof and structural components of the building or improvement and mechanical and plumbing elements serving a building or an improvement, except mechanical elements serving only one unit.

2. For a period of 1 year after completion of all construction, a warranty as to all other improvements and materials.

3. Completion of a building or improvement means issuance of a certificate of occupancy for the entire building or improvement, or the equivalent authorization issued by the governmental body having jurisdiction, and in jurisdictions where no certificate of occupancy or equivalent authorization is issued, it means substantial completion of construction, finishing, and equipping of the building or improvement according to the plans and specifications.

4. These warranties are conditioned upon routine maintenance being performed, unless the maintenance is an obligation of the Developer or a developer controlled association.

5. The warranties provided by this section shall inure to the benefit of each owner and his or her successor owners and to the benefit of the Developer.

6. Residential condominiums may be covered by an insured warranty program underwritten by a licensed insurance company registered in this state, provided that such warranty program meets the minimum requirements of F.S. 718.203; to the degree that such warranty program does not meet the minimum requirements of F.S. 718.203, such requirements shall apply.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed this 1st day of August, 2005

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DEVELOPER:

VENETIAN VILLAGE, LLC., a, Florida limited liability company

By: _____

Witness Signature

Print Witness Name

Witness Signature

Mary L Froelich
Print Witness Name

STATE OF FLORIDA

COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of August, 2005 by Ken Welch, as Managing Member of VENETIAN VILLAGE, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification, and who did take an oath.

Notary Public Signature

My commission expires:

Sharon A. Tipton
Print Notary Public Name

SHARON A. TIPTON
Notary Public - State of Florida
My Commission Expires Mar 10, 2009
Commission # DD 405732
Bonded By National Notary Assn.

JOINDER BY CONDOMINIUM ASSOCIATION

VENETIAN VILLAGE OF BREVARD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, VENETIAN VILLAGE OF BREVARD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed the 1st day of August, 2005

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

VENETIAN VILLAGE OF BREVARD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit

Witness Signature

By: _____
President

Print Witness Name

Address: 3415 SHADY RUN ROAD
MELBOURNE, FL 32934

Witness Signature

Print Witness Name

STATE OF FLORIDA

COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of August, 2005 by Ken Welsh, as President of VENETIAN VILLAGE OF BREVARD CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, who is personally known to me, or who produced _____ as identification, and who did take an oath.

Notary Public Signature

My commission expires:

Print Notary Name

SHARON A. TIPTON
Notary Public - State of Florida
My Commission Expires Mar 10, 2009
Commission # DD 405732
Bonded By National Notary Assn.

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CERTIFICATE OF SURVEYOR

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William Mott Land Surveying, Inc.

3716 North Wickham Road - Suite 3
Melbourne, Florida 32935-2338
Phone (321) 751- 4444 Fax (321) 751- 4445

SURVEYOR'S CERTIFICATE
FOR
VENETIAN VILLAGE
A CONDOMINIUM

State of Elorida
County of Brevard

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgment, personally appeared "Jonathan M. Mott", by me well known, and known to me to be the person herein described, who after being by me first duly cautioned and sworn, deposes and says an oatb as follows, to wit:

I hereby certify that the construction of the improvements shown and described on the attacbed exhibit "A" is not substantially complete however, these drawings are sufficiently detailed so that the material described and shown on the attached exhibit "A" together with the provisions of the declaration of condominium establishing VENETIAN VILLAGE, A Condominium, is an accurate representation of the locations and dimensions of the proposed improvements, and that the identification, locations and dimensions of the common elements and of each unit can be determined from these materials.

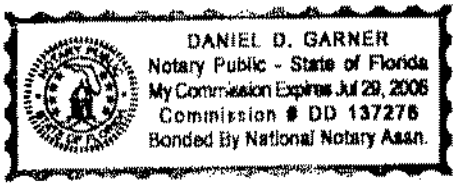
In witness whereof, I have hereto set my hand and official seal, this 14th day of September 2004. A.D.

William Mott Land Surveying, Inc.

By
Jonathan M. Mott, PLS
State of Florida No. 5060

This foregoing instrument was acknowledged before me this 14th day of September, 2004 by Jonathan M. Mott, who is personally known and who did take an oath.

Daniel D. Garner
Notary Public - State of Florida
My Commission Expires July 29, 2006
My Commission No. Is: DD 137276



William A. Mott, P.L.S.
President

Jonathan M. Mott, P.L.S.
Vice President

Daniel D. Garner, P.S.M.
Project Surveyor

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7048 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

PLOT PLAN

(ONLY ONE PROVIDED AND USED FOR SUBMITTAL)

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7049 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

ESCROW RESERVATION AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 30 day of May, 2004, by and between VENETIAN VILLAGE, LLC a Florida limited liability company (the "Developer") and SCHILLINGER & COLEMAN, P.A. (the "Escrow Agent");

WITNESSETH:

WHEREAS, the Developer intends to build a multi phase condominium project know as Venetian Village, a Condominium; and

WHEREAS, the Florida Condominium Act requires the Developer to establish an escrow account into which the Developer shall deposit the payments received under Reservation Agreements; and

WHEREAS, Escrow Agent is duly qualified as a Florida law firm having trust powers and has agreed to serve as Escrow Agent for the purposes required under the Florida Condominium Act, Section 718.202(6), Florida Statutes and this Agreement;

THEREFORE, IT IS AGREED:

1. Establishment of Escrow. The parties hereto establish an escrow for the purpose of receiving, holding and disbursing funds as required under Section 718.202(6) of the Florida Condominium Act. Funds deposited in this escrow may, at the election of the Escrow Agent, be deposited in separate accounts, or in a common escrow, or commingled with other escrow monies received by or handled by the Escrow Agent; provided, however, the Escrow Agent shall at all times maintain separate records for each condominium unit or proposed condominium unit and provided further, that a summary of such accounts shall be provided not less often then quarterly to Developer; and provided further that the funds shall at all reasonable times be available for withdrawal in full by the Escrow Agent.

2. Deposit of Funds. So long as required by the Florida Condominium Act, in connection with the reservation for condominium units that will be a part of Venetian Village, A Condominium, the Developer shall deposit funds received from prospective Purchasers with the Escrow Agent as required under the Florida Condominium Act, Section 718.202. The Developer shall, at the time of such deposit, give a copy of the Reservation Agreement to the Escrow Agent and a written statement on forms prescribed by the Escrow Agent containing the amount of such funds being delivered to the Escrow Agent, the full name, mailing address, and telephone number of the prospective Purchaser, and such other information as the Escrow Agent shall reasonably require.

3. Receipt and Acknowledgment. Upon receipt of the funds, the Escrow Agent shall, within seven (7) days, give the prospective Purchaser a written receipt for the deposit acknowledging that the deposit is being held pursuant to the requirements of Section 718.202(6), Florida Statutes, and will only be released in accordance with that section. The Escrow Agent shall deliver one (1) copy of the receipt to the Developer.

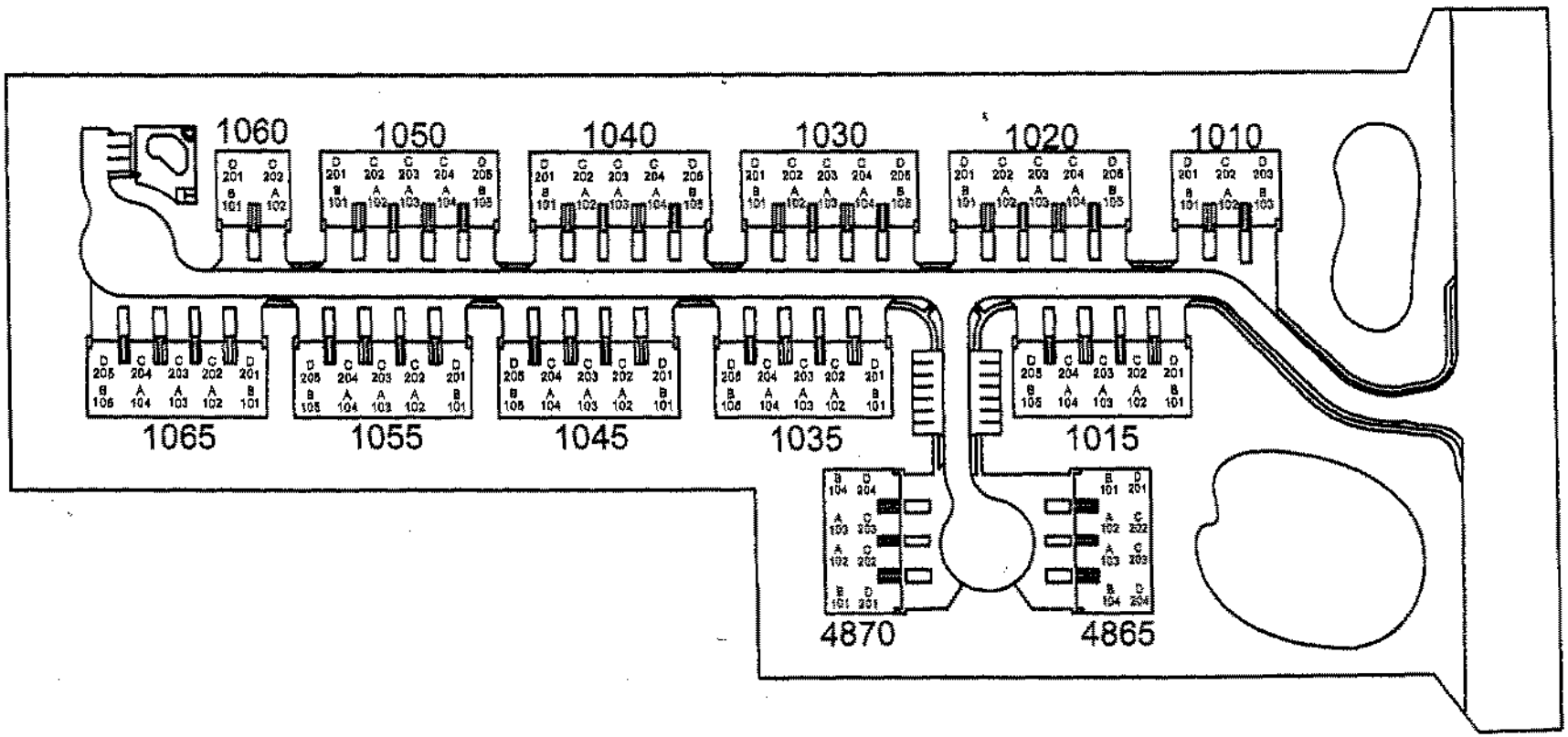
4. Release of Funds from Escrow.

A. Upon the written request to the Escrow Agent by the prospective Purchaser or Developer, the funds, subject to clearance by bank of the prospective Purchaser's check, shall be immediately and without qualification refunded in full to the prospective Purchaser.

B. The Escrow Agent shall not release any deposits to the Developer until the Escrow Agent has received written verification from the Division of Florida Land Sales and Condominiums that the Developer is in compliance with Section 718.502, Florida Statutes.

C. The Escrow Agent may release specific deposits from the reservation account to the Developer only upon adequate showing that the prospective Purchaser has entered into a binding contract or agreement for purchase of the subject unit. Upon release, any interest shall be paid to prospective Purchaser unless stated otherwise.

Venetian Village
TOWNHOMES



SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 BK/Pg: 5510 / 7050 Pages: 350 Deed: $000000000.00 Intang: $000000000.00 Exc: $000000000.00 Mtg: $000000000.00 Recorded: 08/03/2005 16:46

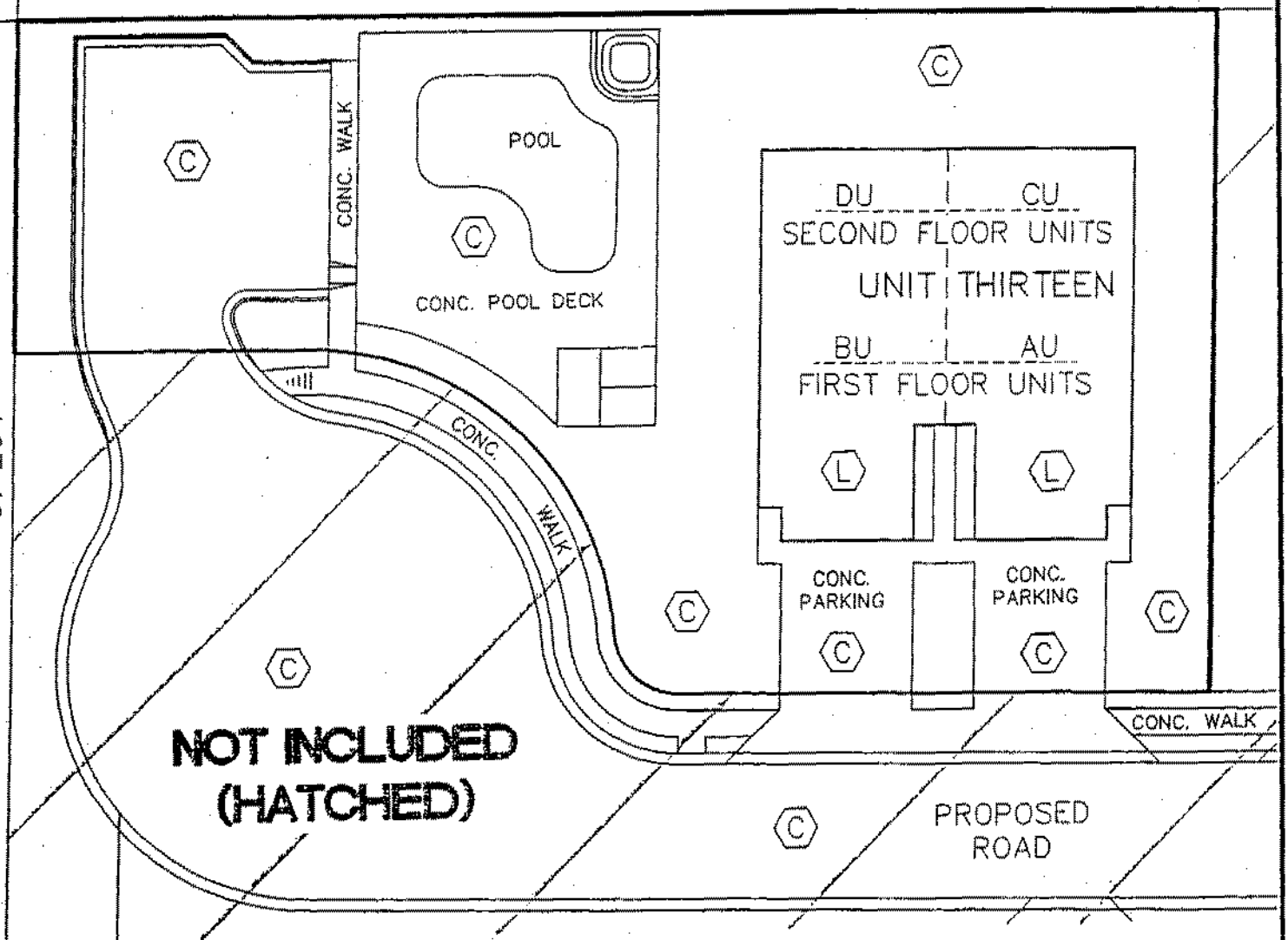
SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7051 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

BUILDIN UNIT AND COMMON EMENTS

(C) = PROPOSED COMMON ELEMENT

(L) = PROPOSED LIMITED COMMON ELEMENT

SOUTH LINE OF
THE NORTH 1/2 OF
THE NORTHEAST 1/4 OF
SECTION 20/28/37



DRAWING NO: A04-0220 | DRAWING NAME: PHASE 13.DWG

SCALE: 1"=30' | DWN. BY: E.A.W. | CHD. BY: J.M.M. | CLIENT NO. 204-0218

REVISIONS
A.
B.
C.

No. 5060 CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.
FLA. CERT. NO. 5060

SIGNING DATE: 06/25/04

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

WILLIAM MOTT LAND SURVEYING INC.
BAYMEADOWS COMMERCIAL CENTER
3718 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444 LICENSED BUSINESS "3608"

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7052 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

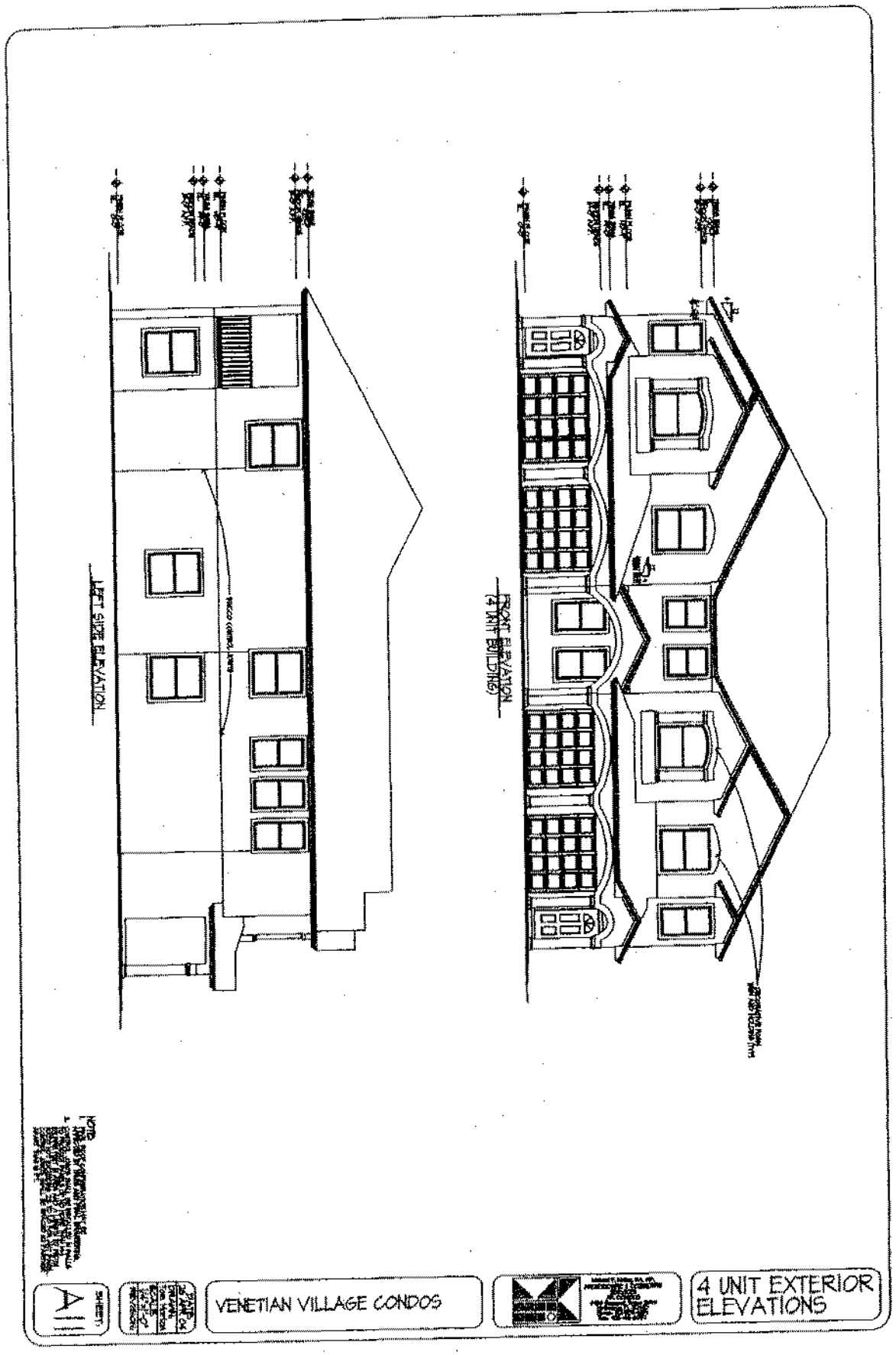
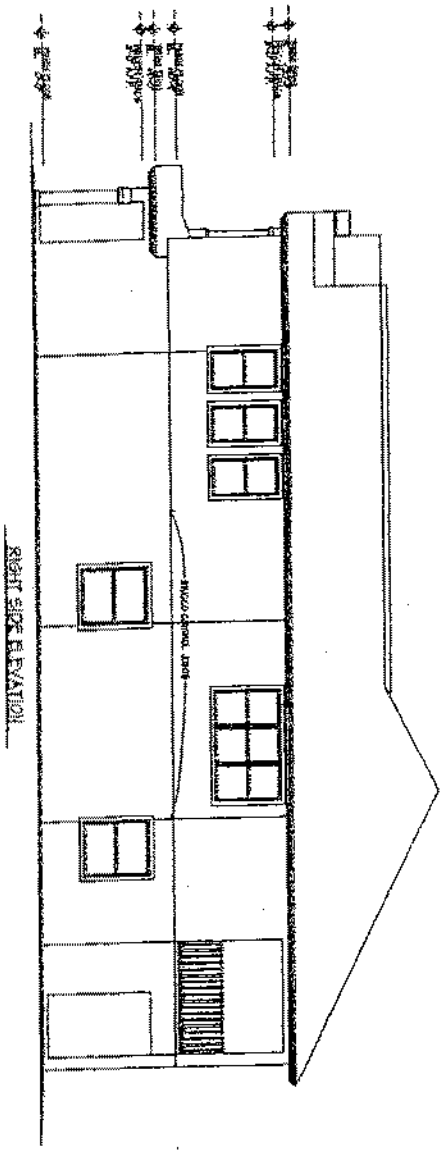
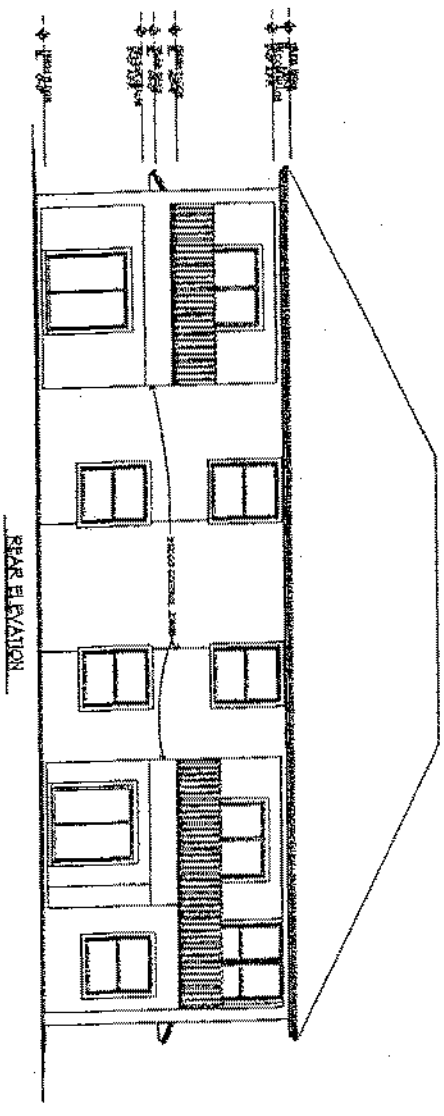


Exhibit "A"

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7053 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646



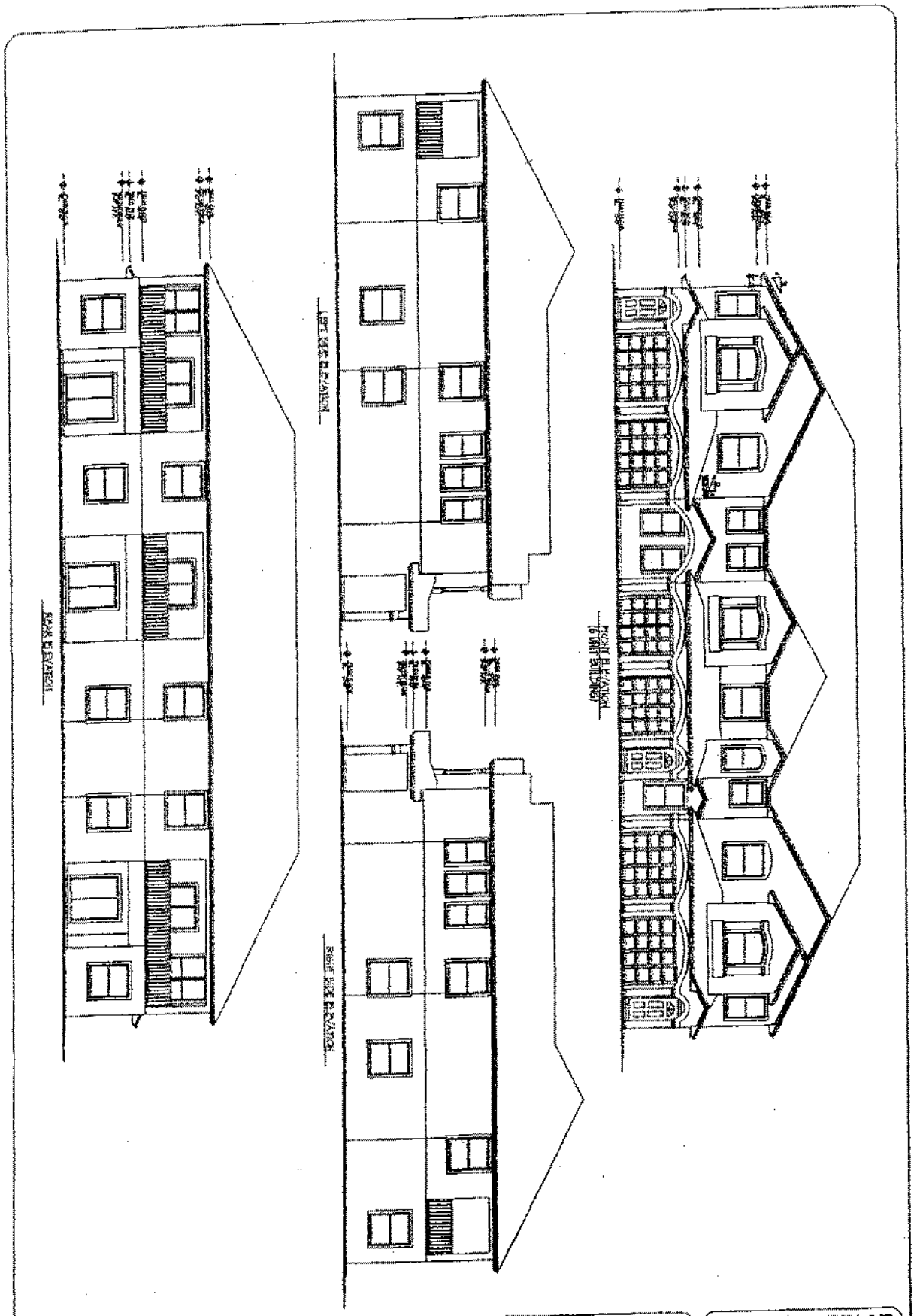


A2

VENETIAN VILLAGE CONDOS

4 UNIT EXTERIOR ELEVATIONS

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7054 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

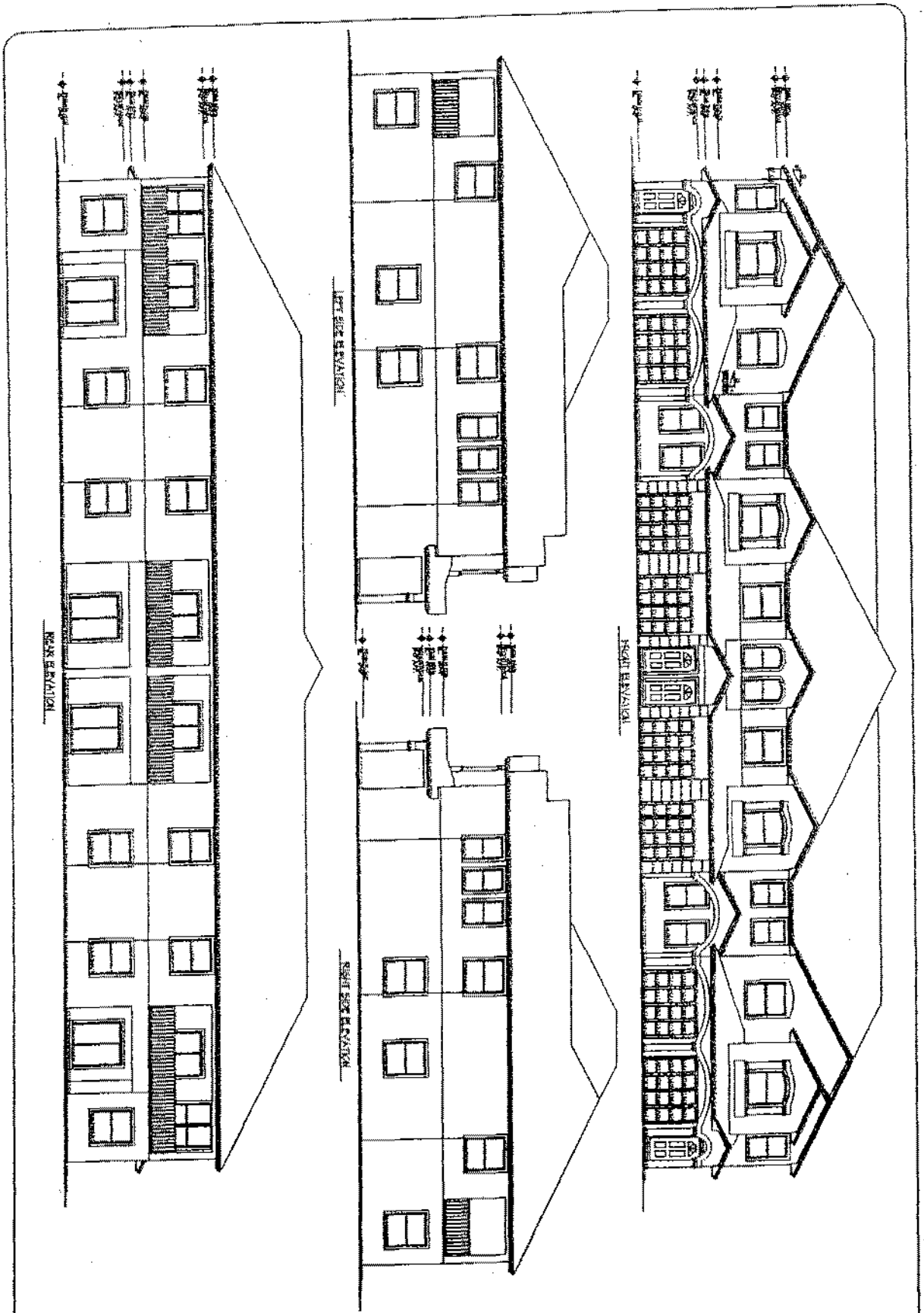


A-3

VENETIAN VILLAGE CONDOS

6 UNIT EXTERIOR ELEVATIONS

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7055 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

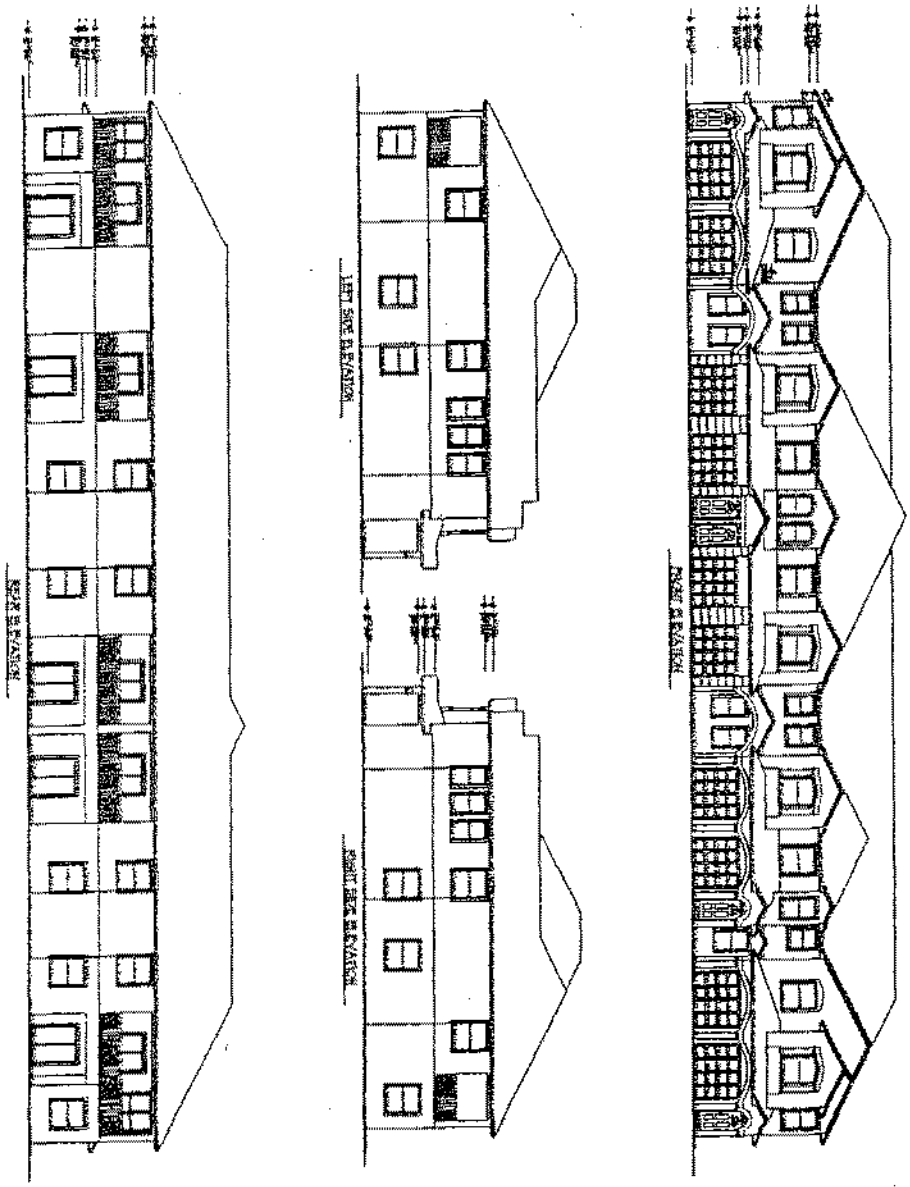


A-4

VENETIAN VILLAGE CONDOS

8 UNIT EXTERIOR ELEVATIONS

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7056 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646



A 15

VENETIAN VILLAGE CONDOS

10 UNIT EXTERIOR ELEVATIONS

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7057 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

Developer Resume

Venetian Village, LLC was formed for the purpose of developing the Venetian Village Condominium Project. Its members consist of David Robertson, Ken Welsh and Group Four LLC. Group Four's members are Kirk Kessell, Stan Kirschiner, Sr., Stan Kirschiner, Jr. and Greg Kirschiner. All members come with a wealth of residential and commercial development experience.

David Robertson, president of Robertson Construction Company, has been building in Brevard County since 1992. Robertson Construction has built custom single family homes, apartment buildings, townhomes and single family developments.

For the past 26 years Mr. Welsh has provided extensive services in the project management and administration of commercial/institutional and multifamily design/construct projects. Mr. Welsh's experience ranges from land acquisition, site permitting, site development, contract negotiations, project management and executive administration. Some significant clients are Calvary Chapel of Melbourne, New Life Christian Fellowship, Harris Corp., Indian River Public Housing, Brevard, Palm Beach, Osceola and Volusia County Schools, to name a few. Mr. Welsh is currently president of Welsh Construction, Inc. and a member of several residential development companies.

Kirk Kessel is currently involved in a variety of development projects. His latest project, near completion, is a condominium project on the Intercostals Waterway. Other projects involve land development for residential sales in north and south Brevard County as well as Indian River County. Moreover, Kirk is developing a residential area in the North Carolina mountains. For the past 22 years his main focus has been residential real estate sales.

Stan Kirschiner, Jr. is the owner of Kessel/Kirschiner Realty. Stan Kirschiner, Sr. and Greg Kirschiner have been building custom homes and residential developments in Brevard County for the past 20 years and have recently completed the development of Lansing Island.

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William Mott Land Surveying, Inc.
3716 North Wickham Road - Suite 3
Melbourne, Florida 32935-2338
Phone (321) 751- 4444 Fax (321) 751- 4445

Surveyor's Exhibits to Preliminary Condominium Documents for Venetian Village Phase One thru Thirteen

Section 20, Township 28 South, Range 37 East Brevard County, Florida

June 29, 2004

William A. Mott, P.L.S.
President

Jonathan M. Mott, P.L.S.
Vice President

Daniel D. Garner, P.S.M.
Project Surveyor

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7059 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

Phase One

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7060 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

BOUNDARY SURVEY
SHEET 1 OF 11

P.O.C.
NORTHEAST CORNER OF THE NORTHEAST 1/4 SECTION 20, TOWNSHIP 28 SOUTH, RANGE 37 EAST NAIL AND DISK "FOUND"

P.O.B.

MADISON ROAD
(20' DIRT ROAD)
(REFERENCE BEARING)

2641.89'

EAST 1/2 OF LOT 31
FLORIDA INDIAN RIVER
LAND COMPANY
(PLAT BOOK 1, PAGE 164)

20' ROAD RIGHT-OF-WAY
(PER FLORIDA INDIAN
RIVER LAND COMPANY
PLAT BOOK 1, PAGE 164)

SOUTH 1/2 OF THE
EAST 1/2 OF LOT 32
FLORIDA INDIAN RIVER
LAND COMPANY
(PLAT BOOK 1, PAGE 164)

WEST 1/2 OF LOT 32
FLORIDA INDIAN RIVER
LAND COMPANY
(PLAT BOOK 1, PAGE 164)

SEE SHEET
6 OF 11 FOR
TAG TABLES

S 00°52'36" W 1322.09'

S 00°53'04" W 1301.96'

1321.84'

S 00°53'33" W

WEST RIGHT-OF-WAY
LINE OF DAIRY ROAD

EXISTING
CONC. WALK

20' UTILITY
EASEMENT
O.R.BOOK 4256,
PAGES 1690-1692

121.86'
N 00°58'16" E

276.01'
S 89°01'44" E

SOUTH LINE OF
THE NORTH 1/2 OF
THE NORTHEAST 1/4 OF
SECTION 20/28/37

EAST LINE OF
THE NORTHEAST 1/4 OF
THE NORTHEAST 1/4 OF
SECTION 20/28/37

NOT INCLUDED (HATCHED)

S 89°01'44" E 874.11'

SEE DETAIL
SHEET 3 OF 11

DAIRY ROAD
100' ROAD RIGHT-OF-WAY
FOUR LANE DIVIDED ASPHALT PAVEMENT

PROPOSED STREET

763.47'

PROPOSED ROAD

434.86'

124.00'
N 00°58'16" E

VACANT LAND
4.503± ACRES

NOT INCLUDED (HATCHED)

N 00°58'16" E
174.11'

260.74'
N 89°03'02" W

S 00°53'33" W

N 00°53'33" E

EXISTING CURB

MATCH POINT

EAST LINE OF
THE SOUTHEAST 1/4 OF
THE NORTHEAST 1/4 OF
SECTION 20/28/37

50' ROAD RIGHT-OF-WAY
PER DAIRY ROAD SOUTH
RIGHT-OF-WAY MAP

20' DRAINAGE EASEMENT PER
O.R.BOOK 3466, PAGE 1082

LAND DESCRIBED IN
O.R. BOOK 4337,
PAGE 3102

S 00°52'36" W
1327.03'

20' WATER/SEWER
EASEMENT PER
O.R.BOOK 4406, PAGE 3545

15' WATER AND SEWER
INGRESS/EGRESS EASEMENT PER
O.R.BOOK 3119, PAGE 1268

SOUTHEAST CORNER
OF THE NORTHEAST 1/4
OF SECTION 20,
TOWNSHIP 28 SOUTH,
RANGE 37 EAST
NAIL AND DISK
"FOUND"

REMAINDER OF
LOT 17
FLORIDA INDIAN RIVER LAND COMPANY
(PLAT BOOK 1, PAGE 164)

SOUTH LINE OF
E NORTHEAST 1/4 OF
SECTION 20/28/37

2638.97'

DRAWING NO: A04-0105 | DRAWING NAME: PHASE 1.DWG

SCALE: 1"=100' | DWN.BY: E.A.W. | CHD.BY: J.M.M. | CLIENT NO. 204-0218

A.

B.

C.

No. 5060 CERTIFICATION

STATE OF

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.
FLA. CERT. NO. 5060

SIGNING DATE: 06/18/04

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

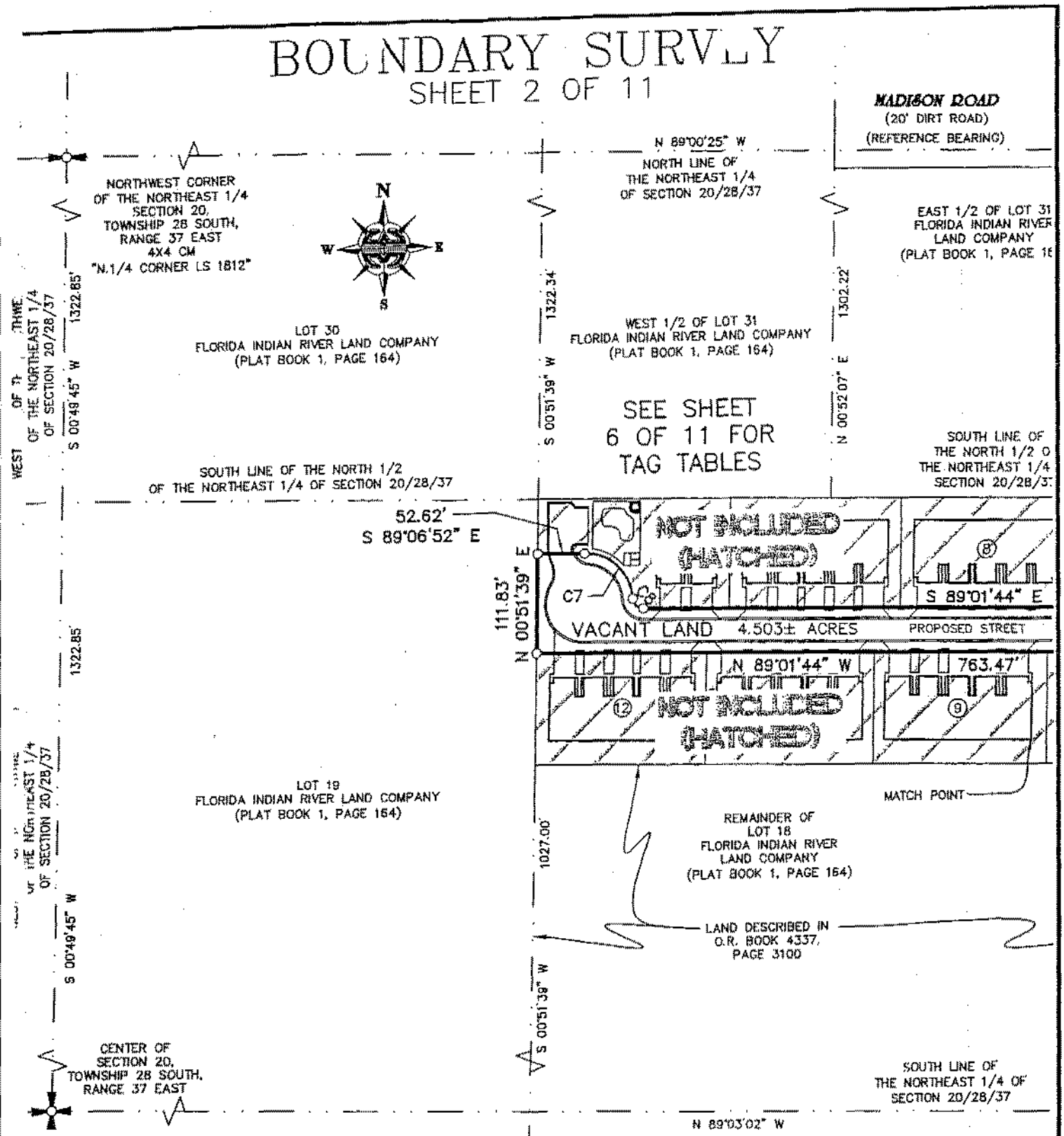
CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

WILLIAM MOTT LAND SURVEYING INC.
BAYMEADOWS COMMERCIAL CENTER
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444
LICENSED BUSINESS 3608

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7061 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

BOUNDARY SURVEY
SHEET 2 OF 11



DRAWING NO: A04-0106	DRAWING NAME: PHASE 1.DWG		
SCALE: 1"=150'	DWN. BY: E.A.W.	CHD. BY: J.M.M.	CLIENT NO. 204-0218

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND IS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.
FLA. CERT. NO. 5060

SIGNING DATE: 08/18/04

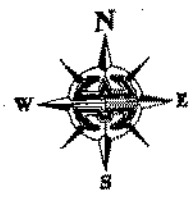
WILLIAM MOTT LAND SURVEYING INC.
BAYMEADOWS COMMERCIAL CENTER
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444
LICENSED BUSINESS 3608

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7062 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

BOUNDARY SURVEY

SHEET 3 OF 11

SEE SHEET 6 OF 11 FOR TAG TABLES



WEST RIGHT-OF-WAY LINE OF DAIRY ROAD SOUTH

SOUTH 1/2 OF THE EAST 1/2 OF LOT 32 FLORIDA INDIAN RIVER LAND COMPANY (PLAT BOOK 1, PAGE 164)

P.O.B.

20' UTILITY EASEMENT O.R.BOOK 4256, PAGES 1690-1692

L1

L2

L3

L4

L5

LANDS DESCRIBED IN O.R. BOOK 3120, PAGE 0401

EXISTING 5' CONC. SIDEWALK

EXISTING 2" CURB

DAIRY ROAD

100' ROAD RIGHT-OF-WAY FOUR LANE DIVIDED ASPHALT PAVEMENT

EXISTING 2" CURB

EAST LINE OF THE NORTHEAST 1/4 OF SECTION 20/28/37

S 00°53'33" W 1321.84'

N 00°53'33" E 1321.84'

EXISTING 2" CURB

20' UTILITY EASEMENT O.R.BOOK 4256, PAGES 1690-1692

20' WATER/SEWER EASEMENT PER O.R.BOOK 4406, PAGE 3545

20' DRAINAGE EASEMENT PER O.R.BOOK 3466, PAGE 1082

15' WATER AND SEWER INGRESS/EGRESS EASEMENT PER O.R.BOOK 3119, PAGE 1268

DRAWING NO: A04-0107	DRAWING NAME: PHASE 1.DWG		
SCALE: 1"=20'	DWN BY: E.A.W.	CHD.BY: J.M.M.	CLIENT NO. 204-0218

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JONATHAN M. MOTT, P.L.S.

FLA. CERT. NO.5060

SIGNING DATE: 06/18/04

WILLIAM MOTT LAND SURVEYING INC.

BAYMEADOWS COMMERCIAL CENTER
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444

BOUNDARY SURVEY

SHEET 4 OF 11

LEGEND:

PC	= POINT OF CURVATURE
PT	= POINT OF TANGENCY
PI	= POINT OF INTERSECTION
PRC	= POINT OF REVERSE CURVATURE
RP	= RADIUS POINT
R/W	= RIGHT-OF-WAY
P.O.B.	= POINT-OF-BEGINNING
P.O.C.	= POINT-OF-COMMENCEMENT
EL	= ELEVATION
0.00	= SPOT ELEVATION
PU&DE	= PUBLIC UTILITY AND DRAINAGE EASEMENT
ESMT.	= EASEMENT
NTS	= NOT TO SCALE
TYP	= TYPICAL
(P)	= PLAT
(D)	= DEED
(M)	= MEASURED
(C)	= CALCULATED
POP	= PERMANENT CONTROL POINT
PRM	= PERMANENT REFERENCE MONUMENT
D	= DELTA
R	= RADIUS
A	= ARC
T	= TANGENT
CONC.	= CONCRETE
O.H.W.	= OVERHEAD WIRE
CBS	= CONCRETE BLOCK & STUCCO
CH	= CHORD
—x—x—	= FENCE
	= COVERED AREA
(SS)	= SANITARY SEWER MANHOLE
(C)	= SEWER CLEAN-OUT

N.A.V.D. (88)	= NORTH AMERICAN VERTICAL DATUM (1988)
N.A.D. (27)	= NORTH AMERICAN DATUM (1927)
N.A.D. (83/90)	= NORTH AMERICAN DATUM (1983) READJUSTMENT IN (1990)
N.G.V.D.	= NATIONAL GEODETIC VERTICAL DATUM (1929)
—— —— ——	= CENTERLINE
————	= PROPERTY LINE
◎	= 5/8" IRON ROD WITH PLASTIC CAP MARKED "MOTT LB 3608" SET
⊙	= 1/2" IRON ROD WITH PLASTIC CAP MARKED "WITNESS LB 3608" SET
●	= IRON MARKER FOUND
○	= 1/2" IRON ROD WITH PLASTIC CAP MARKED "LB 3608" SET
■	= 4"x4" CONCRETE MONUMENT FOUND
□	= 4"x4" CONCRETE MONUMENT MARKED "LB 3608" SET
▲	= NAIL & DISK FOUND
△	= NAIL & DISK MARKED "LB 3608" SET
◑	= IRON ROD PREVIOUSLY SET
◨	= CONCRETE MONUMENT PREVIOUSLY SET
◭	= NAIL & DISK PREVIOUSLY SET
	= POWER POLE
	= GUY ANCHOR
	= FIRE HYDRANT WITH VALVE ASSEMBLY
	= WATER VALVE
(W) / (R)	= WATER METER / REUSE METER
(Ph)	= UNDERGROUND TELEPHONE CABLE PEDESTAL
(Cs)	= UNDERGROUND T.V. CABLE PEDESTAL
(E)	= UNDERGROUND ELECTRIC SERVICE

SURVEYOR'S NOTES:

Easements and Rights-of-Way shown hereon except as called for by the Plat only include those provided to the surveyor. The surveyor has made no search of the Public Records for such.

Only open and notorious evidence of easements and Right-of-way are located and shown hereon. The surveyor has not located any underground utilities or foundations which may encroach.

Bearings hereon are referred to a value of N 89°00'25" W for the North line of the Northeast 1/4 of Section 20, Township 28 South, Range 37 East, said bearing is based on the State Plane Coordinate System for Florida East Zone N.A.D. (83/90).

Type of survey: Boundary

This property is located in Federal Flood Zone X, areas determined to be outside the 500 year flood plain, as shown on Flood Insurance Rate Map Community No. 120025, Panel 0520, Suffix E, effective date April 3, 1989.

Improvements shown hereon are preliminary and are subject to change.

Use only property corners for construction of fences and other improvements.

AWING NO: A04-0108	DRAWING NAME: PHASE 1.DWG		
CALE: 1"=150'	DWN BY: E.A.W.	CHD.BY: J.M.M.	CLIENT NO. 204-0218

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.

FLA. CERT. NO.5060

SIGNING DATE: 06/18/04

THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ORGANIZATION IDENTIFIED BELOW AND ITS CERTIFICATION IS NON-TRANSFERABLE. ANY COPY HEREOF, TO BE CONSIDERED VALID, MUST BE EMBOSSED WITH THE SEAL OF A REGISTERED SURVEYOR EMPLOYED BY THIS FIRM.

CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

WILLIAM MOTT LAND SURVEYING INC.
BAYMEADOWS COMMERCIAL CENTER
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444 LICENSED BUSINESS 3608

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7064 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

BOUNDARY SURVEY
SHEET 5 OF 11

LEGAL DESCRIPTION: PHASE ONE (BY SURVEYOR)

A portion of Lots 17 and 18, lying in Section 20, Township 28 South, Range 37 East, according to the Plat of Florida Indian River Land Company, as recorded in Plat Book 1, Page 164, of the Public Records of Brevard County, Florida and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of the said Section 20; thence run South 00°53'33" West along the East line of the said Northeast 1/4 of Section 20, a distance of 1,321.84 Feet to the South line of the North 1/2 of the said Northeast 1/4 of Section 20; thence run North 89°01'44" West along the said South line, a distance of 50.00 to the West Right-of-way line of Dairy Road, said point being the POINT-OF-BEGINNING; thence run South 00°53'33" West along said West Right-of-way line of Dairy Road , a distance of 5.00 Feet to the Northeast corner of lands described in O.R. Book 3120, Page 0401, of the said Public Records of Brevard County; thence run along the North line, West line and South line of said O.R. Book 3120, Page 0401 for the following three calls, North 89°01'44" West, a distance of 35.00 Feet; thence run South 00°53'33" West, a distance of 30.00 Feet; thence run South 89°01'44" East, a distance of 35.00 Feet to the said West Right-of-way line of Dairy Road; thence run South 00°53'33" West along said West Right-of-way line, a distance of 434.86 Feet to the North line of lands described in O.R. Book 4337, Page 3102, of the said Public Records of Brevard County; thence run North 89°03'02" West along said North line, a distance of 260.74 Feet; thence leaving said North line run North 00°58'16" East, a distance of 174.11 Feet; thence run South 89°00'28" East, a distance of 28.44 Feet; thence run North 00°58'16" East, a distance of 124.00 Feet; thence run North 89°01'44" West, a distance of 174.67 Feet to the point of curvature of a circular curve concave to the Southeast, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence run Southwesterly along the arc of said curve an arc distance of 39.27 Feet; thence run South 00°58'16" West, a distance of 10.50 Feet; thence run South 89°01'44" East, a distance of 15.42 Feet; thence run South 00°58'16" West, a distance of 78.00 Feet; thence run North 89°01'44" West, a distance of 15.42 Feet; thence run South 00°58'16" West, a distance of 27.21 Feet to the point of curvature of a circular curve concave to the Northeast, having a radius of 25.00 Feet, and a central angle of 72°25'23"; thence run Southeasterly along the arc of said curve an arc distance of 31.60 Feet to the point of reverse curvature of a circular curve concave to the North having a radius of 52.50 Feet, and a central angle of 279°09'33"; thence run Westerly along the arc of said curve an arc distance of 255.79 Feet to the point of reverse curvature of a circular curve concave to the West having a radius of 25.00 Feet, and a central angle of 49°01'00"; thence run Northerly along the arc of said curve an arc distance of 21.39 Feet to the point of reverse curvature of a circular curve concave to the East having a radius of 75.00 Feet, and a central angle of 22°16'50"; thence run Northerly along the arc of said curve an arc distance of 29.17 Feet; thence run North 00°58'16" East, a distance of 28.31 Feet; thence run North 89°01'44" West, a distance of 15.50 Feet; thence run North 00°58'16" East, a distance of 78.00 Feet; thence run South 89°01'44" East, a distance of 15.50 Feet; thence run North 00°58'16" East, a distance of 10.50 Feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence run Northwesterly along the arc of said curve an arc distance of 39.27 Feet; thence run North 89°01'44" West, a distance of 763.47 Feet to the East line of Lot 19, according to the Plat of Florida Indian River Land Company, as recorded in said Plat Book 1, Page 164, of the Public Records of Brevard County; thence run North 00°51'39" East along the said East line, a distance of 111.83 Feet; thence leaving said East line run South 89°06'52" East, a distance of 52.82 Feet to the point of curvature of a circular curve concave to the Southwest, having a radius of 55.50 Feet, and a central angle of 85°20'08"; thence run Southeasterly along the arc of said curve an arc distance of 82.66 Feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 12.00 Feet, and a central angle of 85°15'00"; thence run Southeasterly along the arc of said curve an arc distance of 17.85 Feet; thence run South 89°01'44" East, a distance of 874.11 Feet; thence run North 00°58'16" East, a distance of 121.86 Feet to the South line of the North 1/2 of the said Northeast 1/4 of said Section 20; thence run South 89°01'44" East along said South line, a distance of 276.01 Feet to the POINT-OF-BEGINNING.

Containing 4.503 Acres of land more or less.

DRAWING NO: A04-0109	DRAWING NAME: PHASE 1.DWG		
SCALE: 1"=150'	DWN BY: E.A.W.	CHD BY: J.M.M.	CLIENT NO. 204-0218

A.
B.
C.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.
FLA. CERT. NO. 5060

SIGNING DATE: 06/18/04

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

WILLIAM MOTT LAND SURVEYING INC.
BAYMEADOWS COMMERCIAL CENTER
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444
LICENSED BUSINESS #3604

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7065 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

BOUNDARY SURVEY

LINE TABLE		
LINE	LENGTH	BEARING
L1	50.00'	N 89°01'44" W
L2	5.00'	S 00°53'33" W
L3	35.00'	N 89°01'44" W
L4	30.00'	S 00°53'33" W
L5	35.00'	S 89°01'44" E
L6	28.44'	S 89°00'28" E
L7	174.67'	N 89°01'44" W
L8	10.50'	S 00°58'16" W
L9	15.42'	S 89°01'44" E
L10	78.00'	S 00°58'16" W
L11	15.42'	N 89°01'44" W
L12	27.21'	S 00°58'16" W
L13	28.31'	N 00°58'16" E
L14	15.50'	N 89°01'44" W
L15	78.00'	N 00°58'16" E
L16	15.50'	S 89°01'44" E
L17	10.50'	N 00°58'16" E

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00'	90°00'00"	39.27'	35.36'	S 45°58'16" W
C2	25.00'	72°25'23"	31.60'	29.54'	S 35°14'25" E
C3	52.50'	279°09'33"	255.79'	68.08'	S 68°07'40" W
C4	25.00'	49°01'00"	21.39'	20.74'	N 03°11'56" E
C5	75.00'	22°16'50"	29.17'	28.98'	N 10°10'09" W
C6	25.00'	90°00'00"	39.27'	35.36'	N 44°01'44" W
C7	55.50'	85°20'08"	82.66'	75.23'	S 46°26'48" E
C8	12.00'	85°15'00"	17.85'	16.25'	S 46°24'14" E

AWING NO: A04-0110 | DRAWING NAME: PHASE 1.DWG

CALE: 1"=150' | DWN. BY: F.A.W. | CHD. BY: J.M.M. | CLIENT NO. 204-0218

2 A.

B.

C.

CERTIFICATION

STATE OF

5936

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.

SIGNING DATE: 06/18/04 FLA. CERT. NO. 5060

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

WILLIAM MOTT LAND SURVEYING INC.

BAYMEADOWS COMMERCIAL CENTER
3715 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA 32935-2338
PHONE (321) 751-4444

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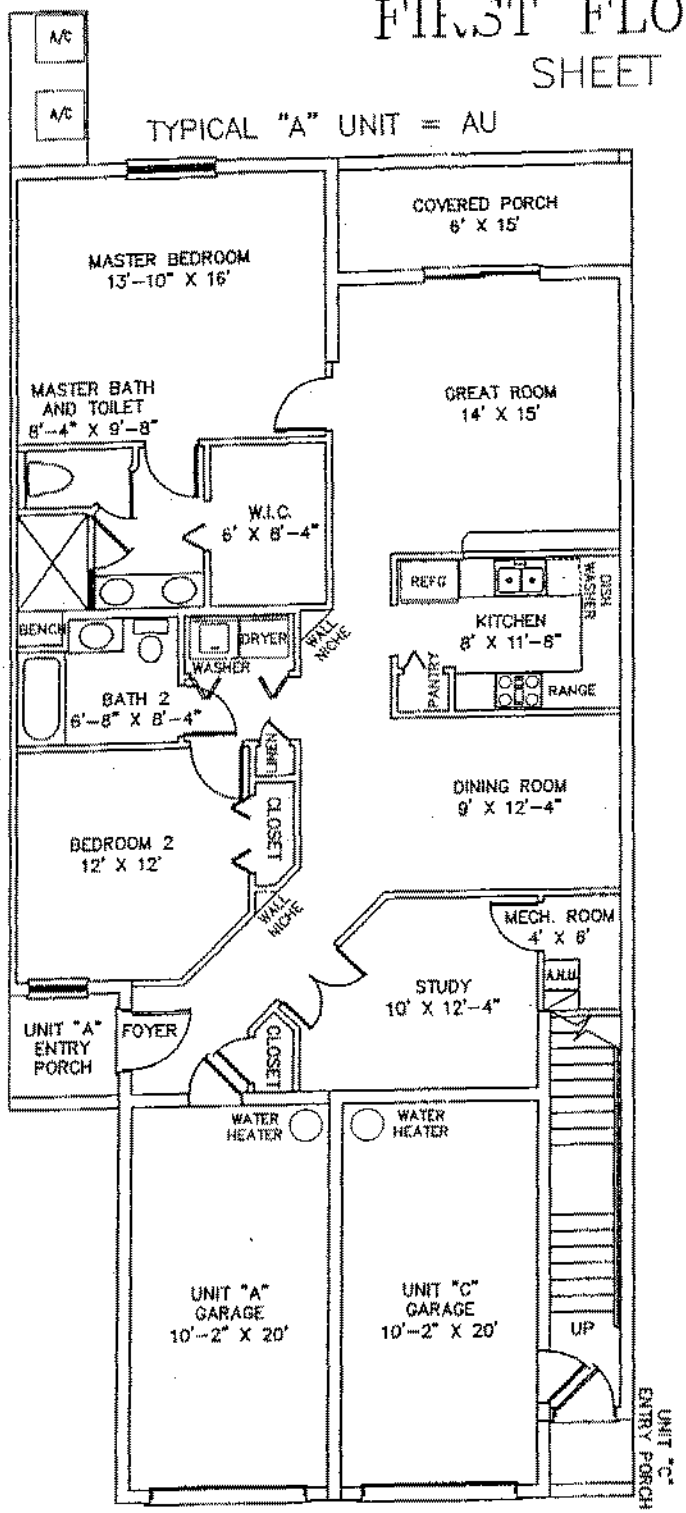
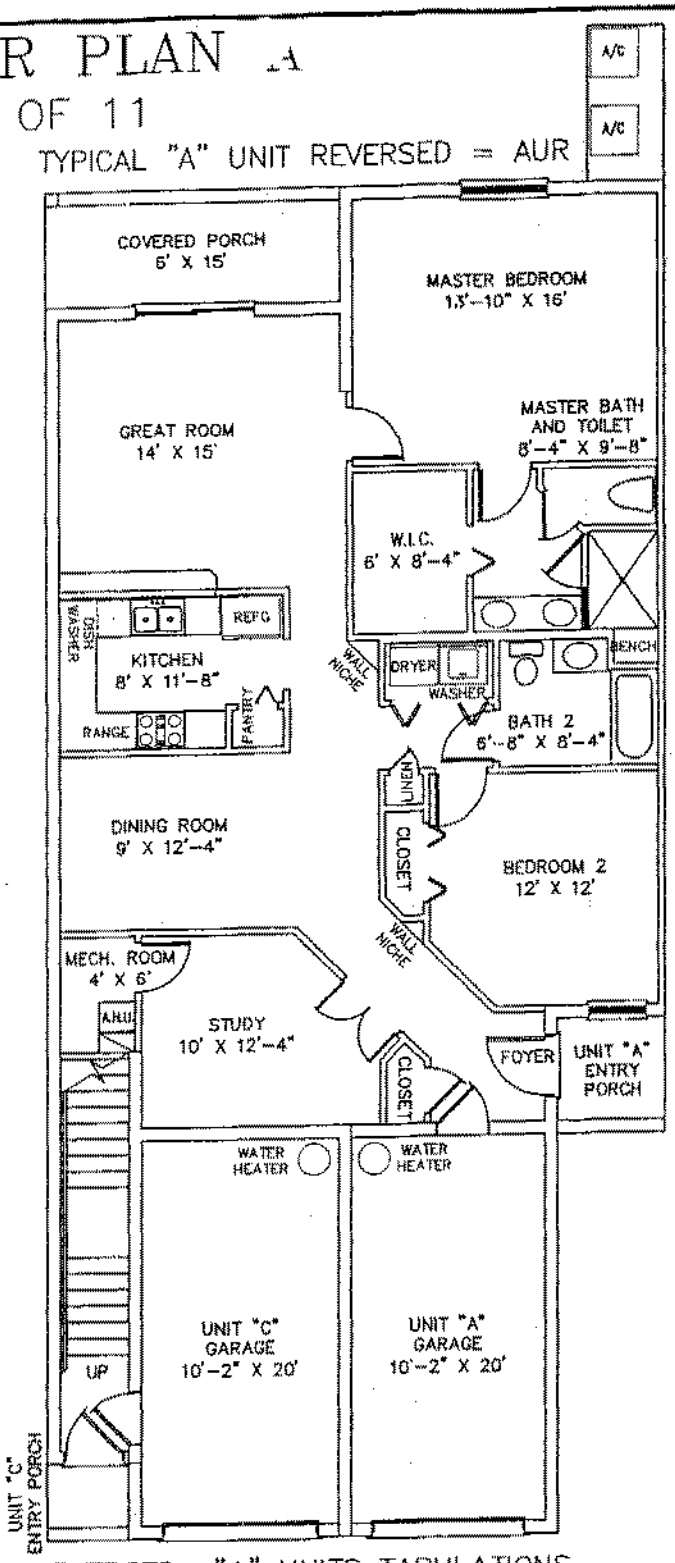
FIRST FLOOR PLAN A

SHEET 7 OF 11

TYPICAL "A" UNIT = AU



TYPICAL "A" UNIT REVERSED = AUR



"A" UNITS TABULATIONS

GROSS FIRST FLOOR AREA 1611 SQ. FT.

REVERSED "A" UNITS TABULATIONS

GROSS FIRST FLOOR AREA 1611 SQ. FT.

DRAWING NO: A04-0111	DRAWING NAME: PHASE 1.DWG		
SCALE: 1"=150	DWN BY: E.A.W.	CHD BY: J.M.M.	CLIENT NO. 204-0218
A:			
B:			
C:			

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

No. 5060 STATE OF CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.

FLA. CERT. NO.5060

SIGNING DATE: 06/18/04

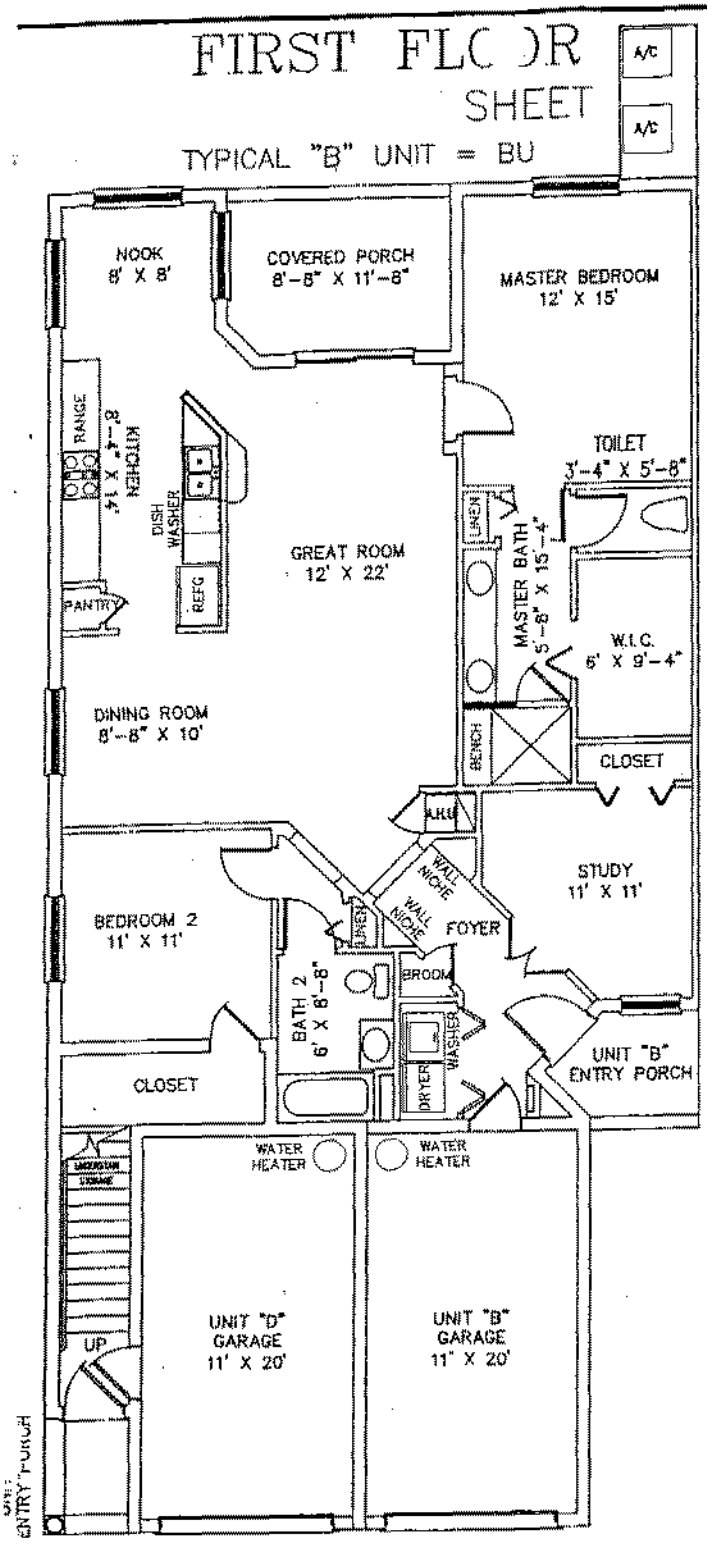
WILLIAM MOTT LAND SURVEYING INC.

BAYMEADOWS COMMERCIAL CENTER
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7067 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

FIRST FLOOR SHEET

TYPICAL "B" UNIT = BU



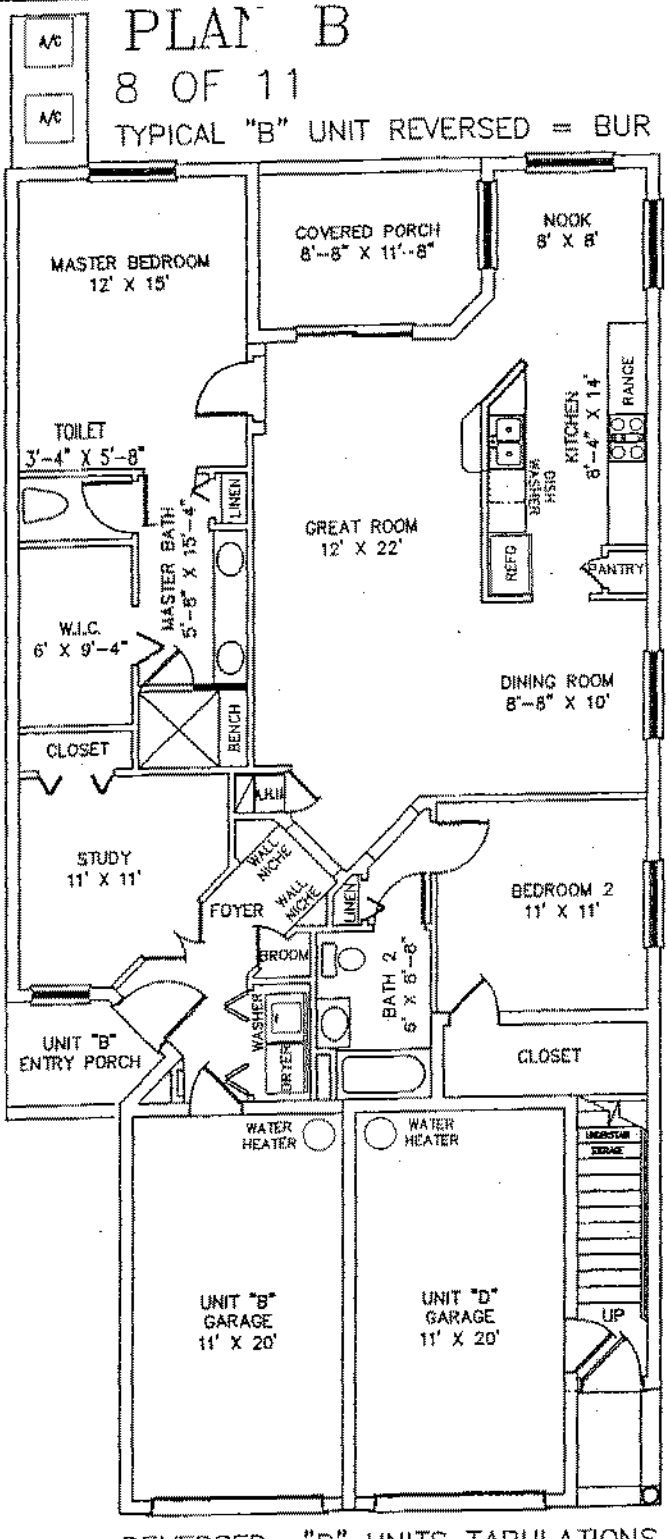
"B" UNITS TABULATIONS

GROSS FIRST FLOOR AREA 1874 SQ. FT.

PLAN B

8 OF 11

TYPICAL "B" UNIT REVERSED = BUR



REVERSED "B" UNITS TABULATIONS

GROSS FIRST FLOOR AREA 1874 SQ. FT.

DRAWING NO: A04-0112	DRAWING NAME: PHASE 1.DWG		
SCALE: 1" = 150	DWG BY: E.A.W.	CHD BY: J.M.M.	CLIENT NO. 204-0218
A.			
B.			
C.			

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

CERTIFICATION

STATE OF FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.

FLA. CERT. NO.5060

SIGNING DATE: 06/16/04

WILLIAM MOTT LAND SURVEYING INC.

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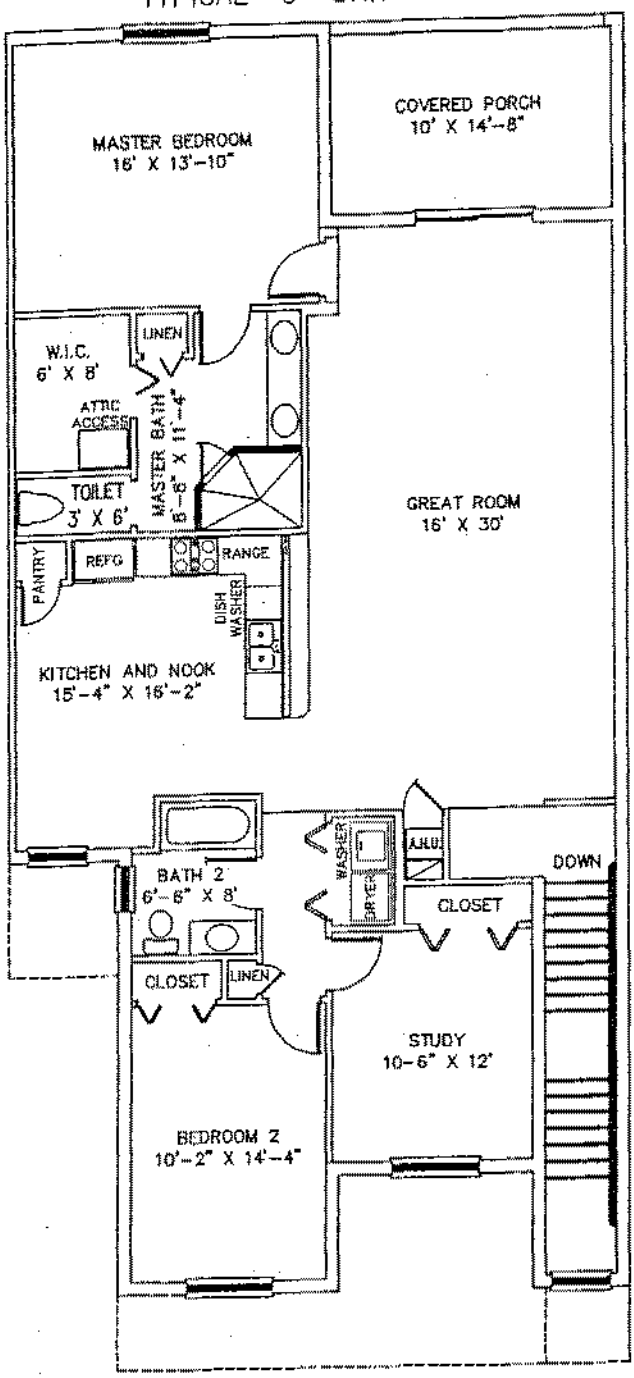
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2338

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7068 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

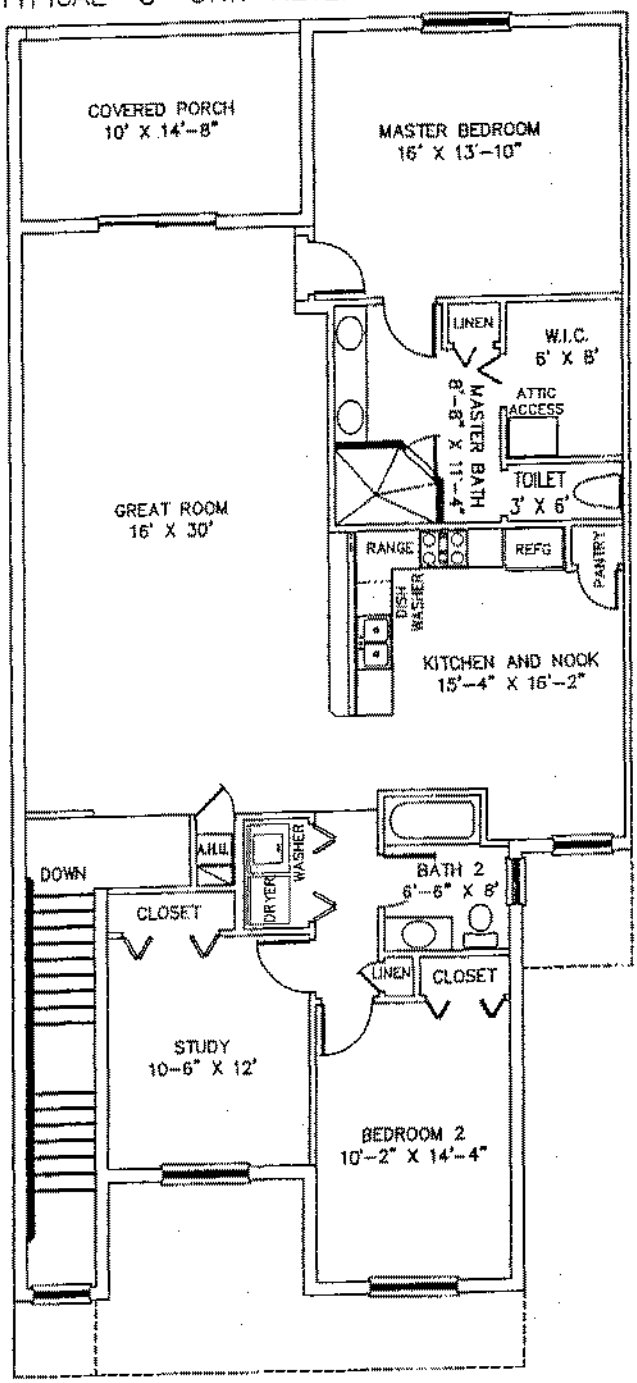
SEC ND FLOOR PLAN C

SHEET 9 OF 11

TYPICAL "C" UNIT = CU



TYPICAL "C" UNIT REVERSED = CUR



"C" UNITS TABULATIONS

GROSS SECOND FLOOR AREA 2031 SQ. FT.

REVERSED "C" UNITS TABULATIONS

GROSS SECOND FLOOR AREA 2031 SQ. FT.

DRAWING NO: A04-0113	DRAWING NAME: PHASE 1.DWG		
SCALE: 1"=150	DWN BY: E.A.W.	CHD. BY: J.M.M.	CLIENT NO. 204-0218

A.	
B.	
C.	

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

CERTIFICATION

STATE OF

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JONATHAN M. MOTT, P.L.S.

FLA. CERT. NO. 5060

SIGNING DATE: 06/18/04

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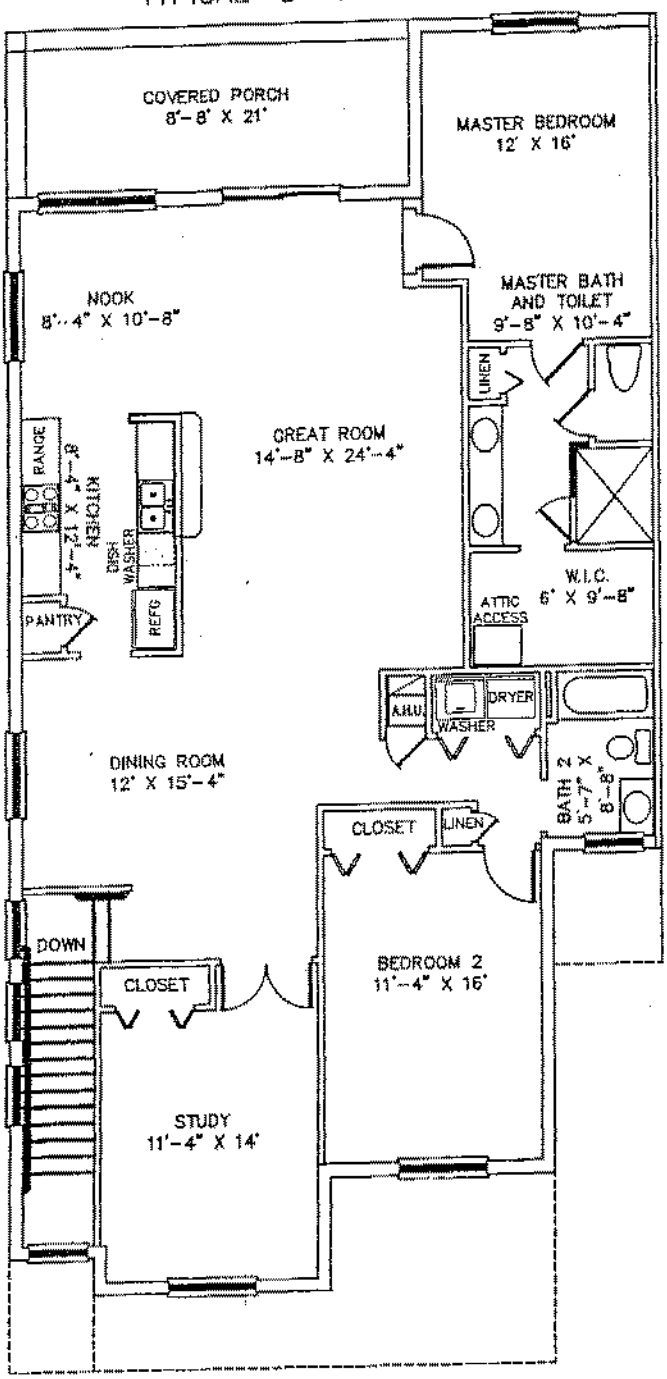
MELBOURNE, FLORIDA, 32935-2338
PHONE (321) 751-4444 LICENSED BUSINESS 3608

SCOTT ELLIS : BREVARD COUNTY CLERK CFN: 2005276555 Bk/Pg: 5510 / 7069 Pages: 350 Deed: $00000000.00 Intang: $00000000.00 Exc: $00000000.00 Mtg: $00000000.00 Recorded: 08/03/2005 1646

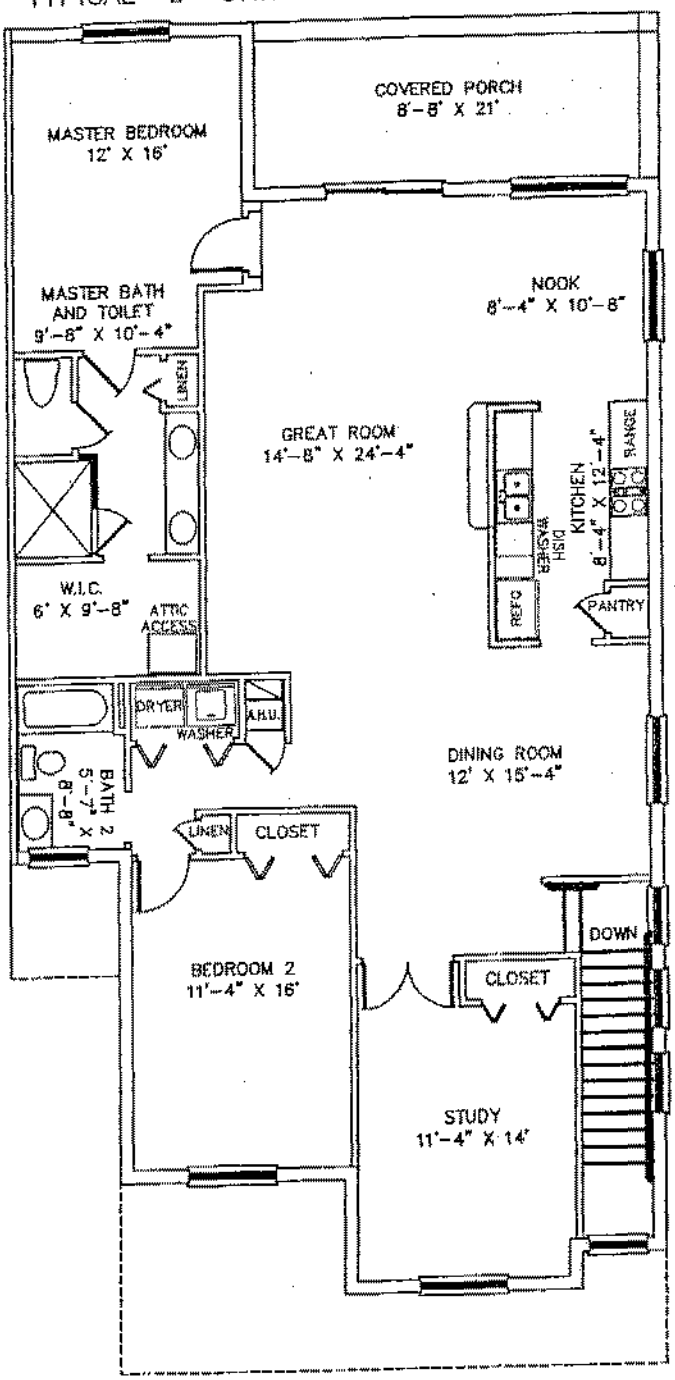
SECOND FLOOR PLAN D

SHEET 10 OF 11

TYPICAL "D" UNIT = DU



TYPICAL "D" UNIT REVERSED = DUR



"D" UNITS TABULATIONS

GROSS SECOND FLOOR AREA 2162 SQ. FT.

REVERSED "D" UNITS TABULATIONS

GROSS SECOND FLOOR AREA 2162 SQ. FT.

DRAWING NO: A04-0114	DRAWING NAME: PHASE 1.DWG		
SCALE: 1"=15Q	DWN.BY: E.A.W.	CHD.BY: J.M.M.	CLIENT NO. 204-0218
REV. A.			
B.			
C.			

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

STATE OF FLORIDA No. 5060

CERTIFICATION

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JONATHAN M. MOTT, P.L.S.

FLA. CERT. NO. 5060

SIGNING DATE: 06/18/04

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BAYMEADOWS COMMERCIAL CENTER
3716 NORTH WICKHAM ROAD, SUITE 3
MELBOURNE, FLORIDA, 32935-2336
PHONE (321) 751-4444 LICENSED BUSINESS #3608

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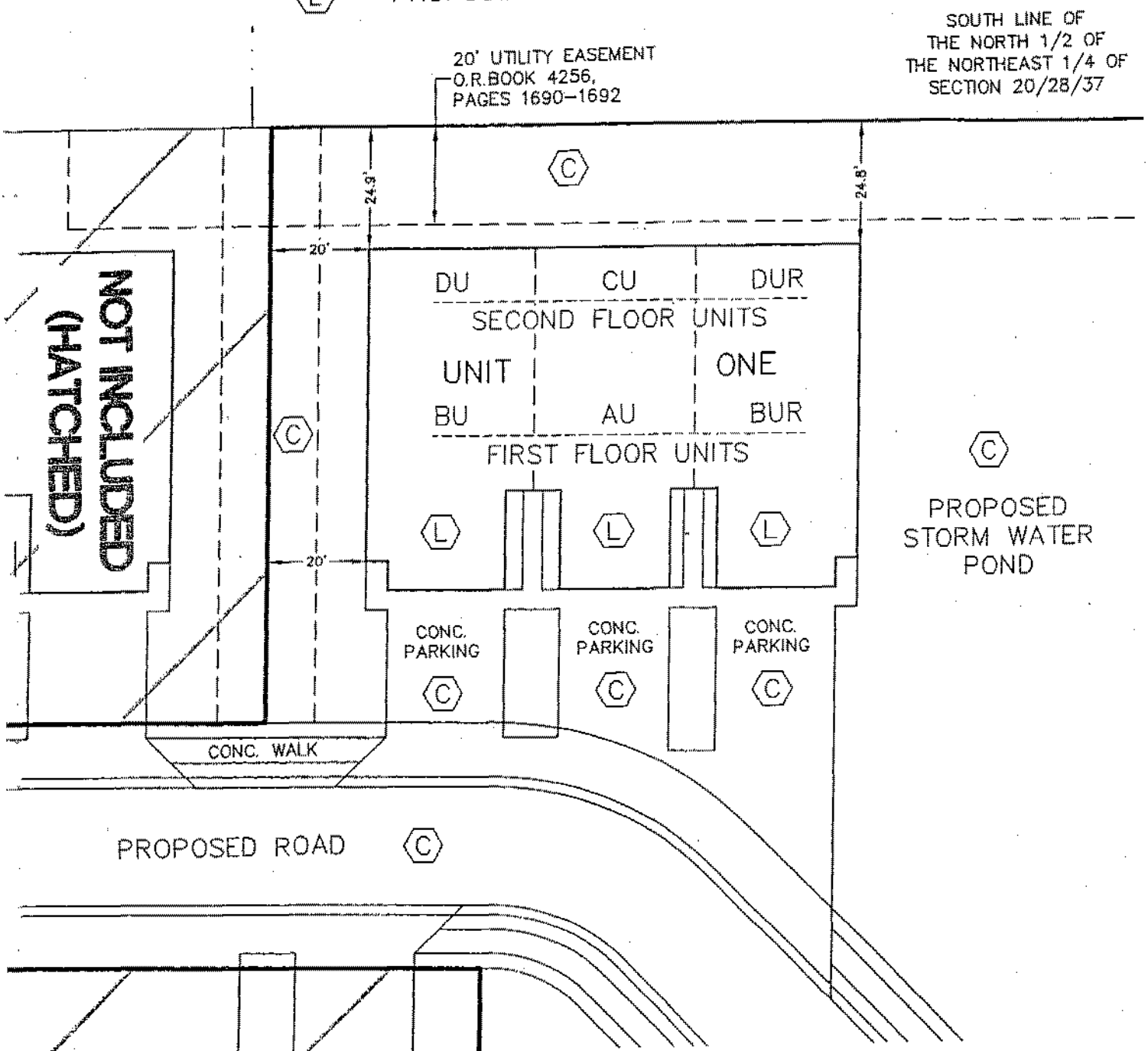
BUILDING UNIT AND COMMON ELEMENTS

SHEET 11 OF 11

(C) = PROPOSED COMMON ELEMENT

(L) = PROPOSED LIMITED COMMON ELEMENT



AWING NO: A04-0115	DRAWING NAME: PHASE 1.DWG		
SCALE: 1"=30'	DWN.BY: E.A.W.	CHD.BY: J.M.M.	CLIENT NO. 204-0218

A.

B.

C.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH WAS MADE UNDER MY RESPONSIBLE CHARGE AND MEETS THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, OF THE FLORIDA STATUTES.

JONATHAN M. MOTT, P.L.S.

FLA. CERT. NO.5060

SIGNING DATE: 06/18/04

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CERTIFIED TO:

VENETIAN VILLAGE L.L.C.

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Phase Two