

DECLARATION OF CONDOMINIUM

OF

ATLANTIC GARDENS CONDOMINIUM

EDWARD J. BRENNER and AUDREY A. BRENNER, his wife, whose post office address is 8401 North Atlantic Avenue, Cape Canaveral, Florida 32920, hereinafter called the Developer, does hereby make, declare and establish this Declaration of Condominium, hereinafter sometimes referred to as "The Declaration" as and for a plan of condominium apartment ownership for ATLANTIC GARDENS CONDOMINIUM, a Condominium project, which consists of real property and improvements thereon as hereinafter described.

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

1. ESTABLISHMENT OF THE CONDOMINIUM PROJECT

The Developer is the owner, in fee simple, of that certain real property situated in the City of Cape Canaveral, Brevard County, Florida, which is described on Sheet 8 of Exhibit "A" to this Declaration of Condominium, which Exhibit is attached hereto and made a part hereof by reference. A survey of the real property is shown on Sheet 1 of Exhibit "A". The Developer owns twelve (12) two story apartment buildings which are situated on the said real property. The Developer does hereby submit the said real property, as described on Sheet 8 of Exhibit "A", together with all improvements situated thereon to the condominium form of ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as "Atlantic Gardens Condominium", which condominium project is hereinafter referred to as "the condominium", "the condominium project", or "the project".

2. DESCRIPTION OF EXHIBIT "A" AND THE PROJECT IMPROVEMENTS

Exhibit "A" consists of sheet "A" and twenty-nine (29) numbered sheets and that Exhibit shows the following:

- SHEET "A" - The Surveyor's Certificate
- SHEET 1 - Sketch of Survey of the project real property
- SHEET 2 - Plot Plan of the project which shows the location of each apartment building, the car ports, and parking spaces, laundry buildings, swimming pool, recreation area, maintenance buildings and walkways

THIS INSTRUMENT WAS PREPARED BY: WILLIAM C. IRVIN, Attorney at Law, 100 N. MILITARY AVE., COVINGTON, MISSISSIPPI, 38901

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SHEET 3 - Surveyor's notes, the legal description of the project real property and Surveyor's Certificate

SHEETS 4 to 27 inclusive - Locations of individual units in the separate apartment buildings of the project, together with Surveyor's notes

SHEETS 28 and 29 - Floor plans of the studio, one bedroom and two bedroom units or apartments

Exhibit "A" was prepared in compliance with the provisions of the Florida Condominium Act by Allen Engineering, Inc. and John R. Campbell, Professional Land Surveyor, Florida Certificate No. 2367 and it has been certified in the manner required by the Florida Condominium Act.

Each unit is identified and designated by a specific letter and number. The letter indicates the building in which the unit is located. The buildings are lettered A through L inclusive. The number indicates the unit within that particular apartment building. No two apartments have the same letter-number designation.

Building "A", which contains units "A-1" through "A-20" inclusive, all of which are one-bedroom units, is shown on Sheets 4 and 5 of Exhibit "A".

Building "B", which contains units "B-1" through "B-20" inclusive, all of which are one-bedroom units, is shown on Sheets 6 and 7 of Exhibit "A".

Building "C", which contains units "C-1" through "C-8" inclusive, all of which are studio units, is shown on Sheets 8 and 9 of Exhibit "A".

Building "D", which contains units "D-1" through "D-6" inclusive, all of which are studio units, is shown on Sheets 10 and 11 of Exhibit "A".

Building "E", which contains units "E-1" through "E-6" inclusive, all of which are one-bedroom units, is shown on Sheets 12 and 13 of Exhibit "A".

Building "F", which contains units "F-1" through "F-6" inclusive, all of which are one-bedroom units, is shown on Sheets 14 and 15 of Exhibit "A".

Building "G", which contains units "G-1" through "G-6" inclusive, all of which are one-bedroom units, is shown on Sheets 16 and 17 of Exhibit "A".

Building "H", which contains units "H-1" through "H-16" inclusive, all of which are two-bedroom units, is shown on Sheets 18 and 19 of Exhibit "A".

Building "I", which contains units "I-1" through "I-16" inclusive, all of which are two-bedroom units, is shown on Sheets 20 and 21 of Exhibit "A".

Building "J", which contains units "J-1" through "J-16" inclusive, all of which are two-bedroom units, is shown on Sheets 22 and 23 of Exhibit "A".

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Building "K", which contains units "K-1" through "K-16" inclusive, all of which are two-bedroom units, is shown on Sheets 24 and 25 of Exhibit "A".

Building "L", which contains units "L-1" through "L-16" inclusive, all of which are two-bedroom units, is shown on Sheets 26 and 27 of Exhibit "A".

The location of each storage area which is a common element, limited to the use of the unit to which it is appurtenant, is also shown on each of the aforesaid Sheets 4 through 27 inclusive of Exhibit "A".

The location of the car ports, each of which is a common element limited to the use of the unit to which it is appurtenant is shown on the Plot Plan - which is Sheet 2 of Exhibit "A". Each car port has the same letter-number designation as the unit to which it is appurtenant.

The project contains two laundry rooms, each of which contains coin operated washers and dryers. One laundry room is located East of Building "J" and South of the recreation area, and the other one is located East of Building "F".

The swimming pool and recreation area is located between Buildings "J" and "K". There are shuffle board courts located between Buildings "K" and "J".

There are two maintenance buildings in the project. One is located on the West side of the project property and North of Building "J" and the other is located on the North side of the project property and between buildings "E" and "F".

There is a building which contains the office area and a mail room, in which all of the mail boxes for the project are located. This building is located South of Building "J".

The exact location of the laundry rooms, maintenance buildings, swimming pool, recreation area, shuffle board courts and the mail room, is shown on the Plot Plan - Sheet 2 of Exhibit "A".

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

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

The owner of each apartment unit will own an undivided .625% of all of the common elements of the condominium project.

The common expenses shall be shared and paid and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements as stated hereinabove.

The Developer hereby, and each subsequent owner of any interest in a unit and in the common property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common property under the laws of the State of Florida as it exists now or hereafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a unit together with an undivided interest in the common property subject to the provisions of this Declaration.

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

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

All units and the common property shall be subject to a perpetual easement in gross granted to the Association, hereinafter named, and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein; however, that access to the units shall only be at reasonable times.

The Developer hereby grants and conveys unto the ATLANTIC GARDENS CONDOMINIUM ASSOCIATION, INC., a non-profit corporation existing under the laws of the State of Florida, a non-exclusive easement over all passageways, walkways, stairwells, stairways, driveways, parking areas, and all other common elements of the condominium, so that all members of the Association, present and future, their guests and tenants may use the aforesaid common elements for the uses and purpose intended therefor, except for limited common elements.

4. APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the undecorated or unfinished exposed interior surfaces of

the perimeter walls, floors and ceilings of the apartments, the boundaries of which apartments are more specifically shown in Exhibit "A", Sheets 4 through 27 inclusive, attached hereto. The inside heavy lines on the floor plans hereinabove mentioned represent the perimeter (or) boundaries of the apartments, while the upper and lower boundaries of the apartments are stated in notes on said Sheets, which notes relate to the elevations of the apartments (on Sheets 4 through 27 inclusive of Exhibit "A").

Each unit has one or two storage areas and a carport. The carport which is appurtenant to each unit has the same number designation as the unit to which it is appurtenant and they are shown on Sheet 2 of Exhibit "A". The location of the storage area or areas appurtenant to each unit is shown on those pages of Exhibit "A" which show the perimeter (or) boundaries of the unit and the storage area has the same numerical designation as the unit.

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

5. ADMINISTRATION OF CONDOMINIUM

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

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in the Florida Condominium Act (Chapter 718 Florida Statutes (1979)), and in this Declaration and the Articles of Incorporation and By-Laws of the Association, which Articles and By-Laws are attached hereto and made a part hereof, and are marked Exhibits B and C respectively. If there is any conflict between the Florida Condominium Act and the provisions of this Declaration including Exhibits attached hereto, the provisions of the Florida Condominium Act shall prevail.

6. MEMBERSHIP AND VOTING

The Developer and all persons hereafter owning a vested present interest in the fee title to any of the units shown on the Exhibits hereto and which interest is evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest. The contract purchaser of a unit under an Agreement for Deed, which is recorded in the Public Records of Brevard County, Florida, shall be considered the owner of the unit described in and covered by the Agreement for Deed, for purposes of voting, so long as the Agreement for Deed shall be outstanding and in effect.

There shall be a maximum of one hundred sixty (160) votes to be cast by the owners of all of the condominium units in this project. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on Exhibit "A" attached to this Declaration) shall be entitled to cast one (1) vote. If a condominium unit is owned by the Association, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing,

designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "owner" as used herein, shall be deemed to include the Developer.

7. BOARD OF ADMINISTRATION

The Board of Administration shall initially consist of three (3) members so long as the Developer retains control of the Association. At the meeting of the Members (owners of units) at which the Developer turns over control of the Association to the Members, the number of Members of the Board of Administration may be increased by vote of the Members present at that meeting. The manner of electing members of the Board, officers and other procedural matters relating thereto, shall be as set forth in Section 4 of the By-Laws.

The Developer shall be entitled to elect all members of the Board and to retain control of the Association until the Developer has conveyed title to 15% of the apartment units to the initial purchasers thereof, at which time the apartment unit owners other than the Developer shall be entitled to elect not less than one-third (1/3rd) of the members of the Board of Administration. Apartment unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration when the first of the following shall occur:

- (a) Three (3) years after sales by the Developer have been closed on 50% of the apartment units; or
- (b) Three (3) months after sales have been closed by the Developer on 80% of the apartment units; or
- (c) When none of the unsold apartment units are being offered for sale in the ordinary course of business; or
- (d) On February 1, 1982.

Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners to elect the members of the Board of Administration. The meeting may be called and the notice given by any unit owner if the Association fails to do so.

8. COMMON EXPENSES, ASSESSMENTS, COLLECTIONS, LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration shall adopt a balanced annual Budget in advance for each fiscal year, which Budget shall project anticipated income and estimated expenses for the ensuing fiscal year. Each Budget shall be prepared in accordance with the then existing provisions of the Florida Condominium Act and it shall include provisions for all expenses as required by the then existing provisions of the applicable Florida Condominium Act. The Budget shall be adopted, with such notice to the owners as may be required by the then existing applicable provisions of the Florida Condominium Act.

After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting members representing each unit at such member's most recent address as shown by the books and records

of the Association. One-twelfth (1/12th) of the annual assessment shall be due and payable in advance to the Association on the first day of each month.

Special assessments may be made by the Board from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium shall not be levied without the prior approval of the members owning at least two-thirds (2/3rds) of the units in the condominium.

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

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

Assessments and installments on them not paid within ten (10) days from due date shall bear interest at the rate of 15% per annum from due date until paid.

The Association shall have a lien on each condominium parcel for any unpaid assessments with interest plus attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of Brevard County, Florida, which lien shall state the description of the condominium parcel, the name of the record owner, the amount due and the due dates. The lien shall remain in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien shall cover only assessments which are due when the claim is recorded. All claims of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment of a claim of lien, the Association shall give the person making payment a recordable satisfaction of the lien. By recording a notice in substantially the following form a unit owner or his attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

NOTICE OF CONTEST OF LIEN

TO: ATLANTIC GARDENS CONDOMINIUM ASSOCIATION, INC.
8401 North Atlantic Avenue
Cape Canaveral, Florida 32920

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

Executed this _____ day of _____, 19____.

Signed: _____
Owner or Attorney

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

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

No foreclosure judgment may be entered until at least thirty (30) days after the Association 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 shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested, addressed to the unit owner. If after diligent search and inquiry the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Sec. 718.11(6)(4) (Florida Statutes, 1978 Sup.).

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

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

When the mortgagee of a first mortgage of record, or other purchaser of a condominium unit obtains title to the condominium parcel as a result of a foreclosure of the first mortgage, or as the result of a deed in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners including such acquirer, his successors and assigns.

The foregoing provision may apply to any mortgage of record and shall not be restricted to first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

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

As priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or a mortgage company, or mortgage banking institution or the Developer. The provisions of Section 718.118 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article 8 of this Declaration, are incorporated herein by reference and made a part hereof. (Florida Statutes, 1978 Sup.).

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentages set out hereinabove, and shall in no event exceed three (3) months' assessment except as provided in rules promulgated by the Florida Cabinet for full and fair disclosure. Anything in this Declaration or the Exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and Exhibits attached hereto shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the owners.

Until a turnover is perfected as set out in Article 7 above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. The Developer shall, during this interim have a lien on each parcel for any unpaid assessments thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

The Developer guarantees that so long as the Developer is entitled to elect a majority of the members of the Board, the assessments for common expenses of the condominium, imposed upon the unit owners other than the Developer will not exceed \$ 40.00 per month, and the Developer shall be and is obligated and responsible to pay any amount of common expenses incurred during the period that the Developer is entitled to elect a majority of the Members of the Board and not produced by or realized from the assessments at the guaranteed level and received from the other unit owners. However, upon thirty (30) days written notice to each owner, the Developer may revoke the guarantee provided that the Developer shall thereafter pay the same monthly maintenance charge for each unit then owned by the Developer that the owners of similar units are thereafter required to pay.

Except as otherwise provided in this section, no unit owner may be excused from the payment of the unit owner's proportionate share of the common expenses of the condominium unless all unit owners are likewise proportionately excused from such payment, except that inasmuch as the Developer has guaranteed that the monthly assessment for common expenses of the condominium imposed upon the unit owners other than the Developer will not be increased over the amounts stated hereinabove during the period of time that the Developer is entitled to elect a majority of the Members of the Board and has obligated itself to pay any amount of common expenses incurred by the Condominium during that period and not produced or realized from the assessments at the guaranteed level and received from other unit owners. The Developer shall not be obligated to pay any specific monthly assessment for those units owned by the Developer during that period of time.

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

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

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

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

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

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

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

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

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association, and all institutional first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the institutional first mortgagee which shall

hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished to the reconstruction, restoration and repair of the condominium improvements. Disbursement from such construction fund shall be by such institution's usual and customary construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefor shall be paid over to the Association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency and shall pay said sum into the aforesaid construction loan fund.

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

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

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

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

If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least seventy-five (75%) percent of the apartments vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all institutional first mortgagees holding mortgages encumbering apartments.

10. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

Each apartment owner shall bear the cost of and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment serving his unit, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances and equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment and which may now or may hereafter be affixed to or contained within his unit. This obligation to repairs should also include all parts of a unit owner's air conditioning system which may be located outside of the unit and all lines, hoses and wires or other parts of said air conditioning system which connects those parts of the system located outside the unit to the parts of the air conditioning system located within the owner's unit.

The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the buildings and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, or the interior walls, ceilings or floors of condominium units, for the furnishing of utility services to the apartments. Painting and cleaning of all exterior portions of the buildings, including all exterior doors, shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

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

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

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

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

11. USE RESTRICTIONS

Each apartment is hereby restricted to residential use by the owner or owners thereof, their guests and tenants.

No studio or one-bedroom apartment shall be occupied by more than two (2) persons and no two-bedroom apartment may be occupied by more than four (4) persons.

None of the units shall be occupied by any person under eighteen (18) years of age if this restriction is not unconstitutional and Developer makes no guarantee or warranty as to the constitutionality of this restriction inasmuch as a similar restriction has been held to be unconstitutional by the Fourth District Court of Appeals of the State of Florida.

Minor children or grandchildren of an owner of a unit may occupy that unit along with the adult parents, grandparent or grandparents for a period or periods not to exceed a total of thirty (30) days per year.

No animals or pets of any kind may be kept or harbored in any apartment except for tropical fish and domesticated birds such as parakeets.

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

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

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

No sign, advertisement or notice of any type shall be shown on the common property or any unit except for a sale or lease sign which shall not exceed one square foot in area, and no exterior antennas and aerials shall be erected except as provided under uniform regulations promulgated by the Association. This sub-paragraph shall not apply to the Developer and/or institutional first mortgagees.

No owner shall place any personal property in the stairwells without the written approval of the Association.

Nothing shall be hung from any of the windows.

No auto parking space may be used for any purpose other than parking automobiles which are in operating condition; no other vehicles or objects, including, but not limited to trucks, vans, recreational vehicles, motorcycles, trailers, and boats will be parked or placed upon such portions of the condominium property unless permitted by the Board. No parking space shall be used by any other person than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. Automobiles for purposes of this paragraph are defined as motor vehicles designed for transportation of no more than nine passengers and not including sleeping facilities.

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The Association shall have the right to have keys to all units and in the event that an owner installs a new or additional lock or locks on the front or entrance door to a unit, the owner shall furnish the Association with a key to all said locks at the time the new lock or locks are installed.

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

12. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment unless such has been approved in writing by the Association. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring and other things which might protrude through or be attached to the walls of the apartment buildings; further, no owner shall in any manner change the appearance of any portion of the apartment buildings not wholly within the boundaries of his apartment. The owner may repair and replace that part of his air conditioning unit which is located outside his unit, including all piping, hoses or wiring running thereto.

13. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE ASSOCIATION

Whenever in the judgment of the Board, the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by a majority of the apartment owners, the Board shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense. If in the opinion of the Board such assessment is necessary, provided, however, no such special assessment shall be levied for improvements which shall exceed one-sixth (1/6th) of the current regular annual assessment, unless prior written consent is received from three-fourths (3/4ths) of voting members. The Board shall have the authority to make any alterations, repairs or improvements, subject to the limitations stated in this paragraph, as the Board may determine to be in the best interest of the project. Special assessments to pay the cost of emergency repairs may be made by the Board of Administration without the approval of the owners, and without limitation.

14. REGULATIONS AS TO LEASING, RENTAL AND SALE OF APARTMENTS

No unit shall be leased or rented for a period of less than three (3) months. All rentals and leasing shall be done through a written lease and a copy of that lease must be given to the Association on or before the time that the Lessee takes possession of the leased unit.

The only restriction covering the sale by an owner of the owner's unit is that notice of the intention to sell shall be given to the Secretary of the Association and this notice shall contain the names and post office address of the buyer, the date of closing of the sale of the unit and the Secretary shall then advise the selling owner that the sale of the unit may be consummated and thereafter, it shall be the duty of the buyer of the unit to furnish the Secretary of the Association with a copy of the recorded Deed by which the buyer took title to the unit within 10 days after the Deed is recorded. Time sharing of

units is prohibited and therefore, ownership of an apartment on a daily, weekly, monthly or other part time basis is prohibited. These requirements shall also apply to Agreements for Deed.

15. THIS DECLARATION MAY BE AMENDED AS FOLLOWS:

1. So long as the Developer is entitled to elect a majority of the Board Members, the Developer reserves the right to amend this Declaration without the consent of any owner, subject to the limitations hereinafter stated.

2. After the Developer has turned control of the Association over to the apartment owners, this Declaration may be amended by the approval in writing of at least two-thirds (2/3rds) of the owners of apartments or by the affirmative vote of at least two-thirds (2/3rds) of the apartment owners at a duly called meeting of the apartment owners (members) in accordance with the By-Laws. Each amendment hereto shall be executed with the formality required for execution of Deeds and each such amendment shall become effective upon its recordation in the public records of Brevard County, Florida, unless the amendment shall provide for a later effective date.

3. No amendment shall change the configuration or size of any apartment in any material fashion, materially alter, change or modify the appurtenances to any apartment or change the percentage by which the owner of any apartment shares the common expenses and owns an undivided interest in the common elements, including the common surplus, unless the record owner of such apartment shall join in the amendment.

4. The designation of the agent for service of process on the Association named in the Articles of Incorporation of the Association may be changed from time to time by action of the Board and such change shall not constitute an amendment to this Declaration. Such change or designation of the agent for service of process shall be accomplished by execution of a document with formalities required for execution of a deed and it shall be recorded in the Public Records of Brevard County, Florida, and such change shall become effective upon such recording.

5. Correction of scrivener's errors herein, if any, may be accomplished by action of the Board, without the consent of any apartment owner not a member of the Board and such document correcting any scrivener's errors shall be executed in the same manner as provided in the foregoing paragraph.

6. The method of amending the Articles of Incorporation and the By-Laws of the Association are stated therein and nothing stated in this paragraph shall change those methods.

16. TERMINATION OF THIS CONDOMINIUM PROJECT

The condominium project created and established by this Declaration of Condominium may only be terminated upon the vote of members of the Association owning three-fourths (3/4ths) or more of the apartments in the project and the unanimous written consent of all institutional mortgagees holding mortgages encumbering any of the apartments in the project.

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

The Board shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees.

Upon the sale of said property, the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time distribution is made to the unit owners, shall be paid from the proceeds of said sale, and the remaining balance (hereinafter called "net proceeds of sale"), shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the same as the unit owner's share in the common elements.

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payments being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the Board shall proceed to liquidate and dissolve the Association and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto.

If more than one person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount, on mortgages or lien encumbering a unit, then payment shall be made jointly to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

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

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

17. ENCROACHMENTS

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

18. CORPORATION TO MAINTAIN REGISTER OF OWNERS

The Association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium.

19. ESCROW FOR INSURANCE PREMIUMS

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

20. RESPONSIBILITY OF APARTMENT OWNERS

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

21. WAIVER

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

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

22. CONSTRUCTION

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

Invalidation of any one or more of these restrictions, reservations, covenants, conditions and easements, or any provisions contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in no wise affect any of the other provisions which shall remain in full force and effect.

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

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

23. GENDER

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

24. CAPTIONS

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

25. REMEDIES FOR VIOLATIONS

The Board shall have the authority to file suit in the proper court to enforce compliance with all the provisions of the Declaration and with all rules and regulations which may be adopted, from time to time, by the Board. Such suit may also seek damages against the offending party. The prevailing party in any such litigation shall be entitled to payment of all costs incurred therein, including a reasonable attorney's fee for the prevailing party's attorney.

The Board shall also have the authority to assess a reasonable fine against any unit in which any resident therein, either owner, lessee or guest, has continued to violate any provision of this Declaration or any rule or regulation of the Association, after notice of such violation has been given by the Board to such resident, and to the owner of the unit, if the owner is not residing in the unit. If the fine is not paid within thirty (30) days after notice thereof is given to the owner of the unit, the Association may collect the fine in the same manner that delinquent assessments are collectible.

In addition to the foregoing right, the Association shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the Association shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred and any such entry and abatement or removal shall not be deemed a trespass.

The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

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26. DEFINITIONS

"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.

"Association" or "Corporation" shall mean the corporation not for profit as set forth in Exhibit "B" to this Declaration of Condominium which is: ATLANTIC GARDENS CONDOMINIUM ASSOCIATION, INC.

"Board" or "Board of Administration" means the Board of Administration which operates the condominium association and as described in the Articles of Incorporation as set forth in Exhibit "B" to this Declaration of Condominium.

"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 areas, over the amount of common expenses. The common surplus is part of the common elements.

"Condominium" means the ATLANTIC GARDENS CONDOMINIUM property or project and all improvements situated thereon and appertaining thereto as described in this Declaration, all easements, and rights appurtenant thereto intended to use in connection with this project.

"Declaration" or "Declaration of Condominium" means this document establishing the ATLANTIC GARDENS CONDOMINIUM, under the laws of the State of Florida.

"Developer" means the individuals named in the first paragraph of this Declaration.

"Institutional Mortgage" means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, the Developer or the Developer's assignee or other mortgage which will be acceptable to the Association.

"Operation" or "Operation of the Condominium" means and includes the administration and management of the ATLANTIC GARDENS CONDOMINIUM property and project.

"Unit" or "Apartment" means each individual condominium apartment located within the project, together with all appurtenances thereto.

"Member" means a member of the ATLANTIC GARDENS CONDOMINIUM ASSOCIATION, INC., and is synonymous with owner and unit owner.

"Rules and Regulations" shall mean those restrictions or rules and regulations adopted by the Board to maximize the enjoyment by the owners of the condominium unit to protect its value and to make multi-family dwelling more compatible to each owner through the imposition of restraints, prohibitions and requirements which must be uniformly applied and equitable and which shall not be unduly burdensome or unreasonable.

IN WITNESS WHEREOF, the above stated Developer have set their hands and seals this 28 day of March, 1980.

Signed, Sealed and Delivered in the Presence of:

Katherine B. Brennan

Edward J. Brenner (L.S.)
EDWARD J. BRENNER

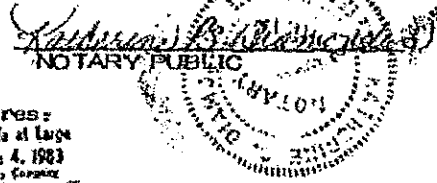
Audrey A. Brenner
As to Developer

Audrey A. Brenner (L.S.)
AUDREY A. BRENNER

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EDWARD J. BRENNER and AUDREY A. BRENNER, his wife, to me known to be the persons described in and who executed the foregoing Declaration of Condominium and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of March, 1980.



My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 4, 1983
Bonds To American Fair & Quality Companies

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(Wherever S is indicated, S denotes Sheet No. of Exhibit "A")

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SURVEYOR'S CERTIFICATE
FOR
ATLANTIC GARDENS CONDOMINIUM

STATE OF FLORIDA
COUNTY OF BREVARD


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

TO-WIT:


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

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

ALLEN ENGINEERING, INC.

BY 
JOHN R. CAMPBELL
PROFESSIONAL LAND SURVEYOR
NO. 3251, STATE OF FLORIDA

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


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

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

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EXHIBIT "A"

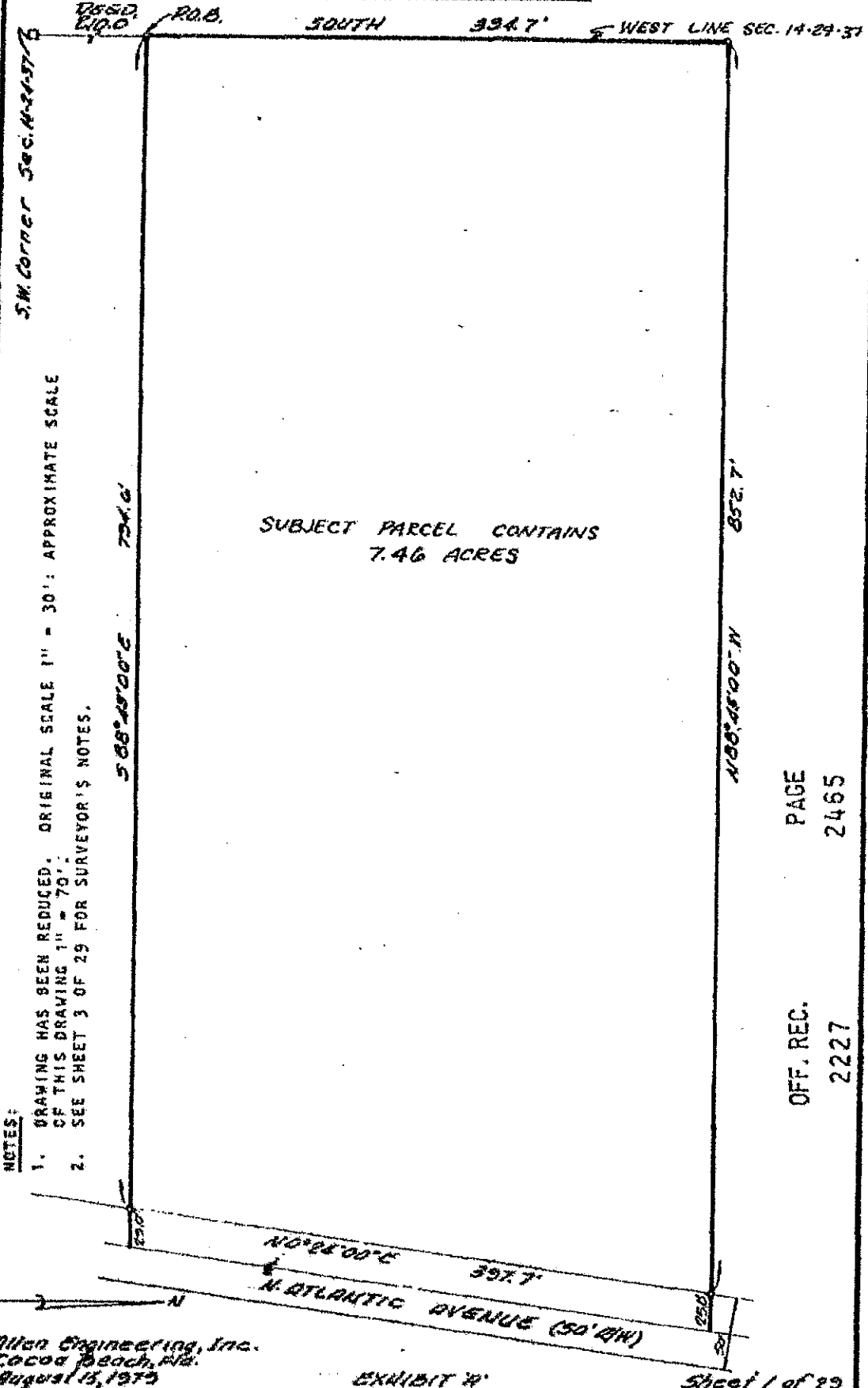
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SHEET A

ATLANTIC GARDENS CONDOMINIUM

SKETCH OF SURVEY



NOTES:

- 1. DRAWING HAS BEEN REDUCED. ORIGINAL SCALE 1" = 30'; APPROXIMATE SCALE OF THIS DRAWING 1" = 70'.
- 2. SEE SHEET 3 OF 29 FOR SURVEYOR'S NOTES.

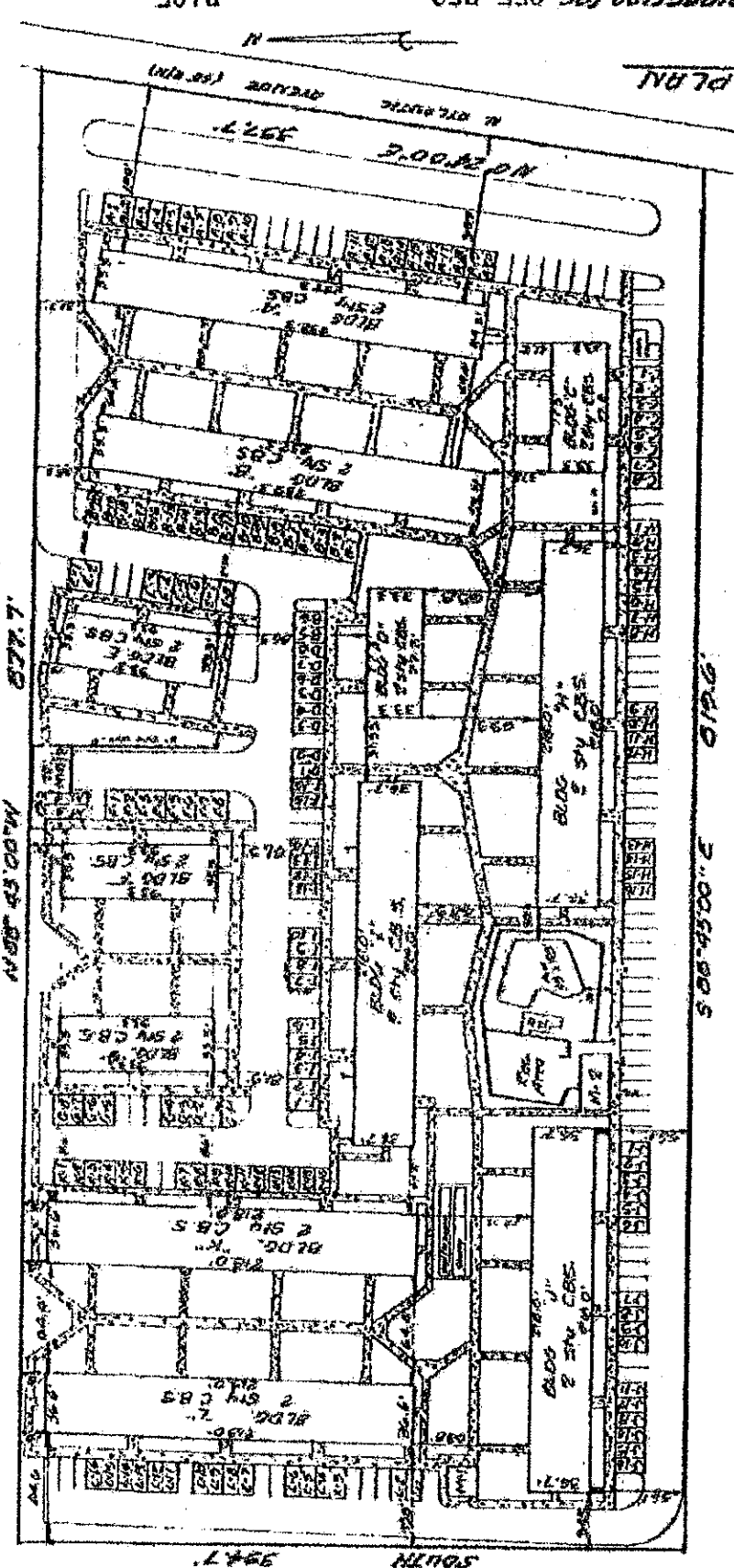
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Allen Engineering, Inc.
Cocoa Beach, Fla.
August 15, 1979

EXHIBIT 'A'

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ATLANTIC GARDENS CONDOMINIUM



- M-1 - Maintenance Shop
- M-2 - Laundry & Linen Room
- M-3 - Laundry
- M-4 - Maintenance Shop
- M-5 - Maintenance Storage

P.M. Pump House

PLOT PLAN

ALLEN ENGINEERING, INC. OFF. REC. AUGUST 15, 1979
COCOA BEACH, FLA.
PAGE 2455 SHEET 2 OF 29

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ATLANTIC GARDENS CONDOMINIUM

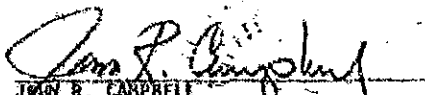
1. ATLANTIC GARDENS CONDOMINIUM CONTAINS BUILDINGS A THRU L INCLUSIVE, AS SHOWN ON THE GRAPHIC PLOT PLAN ON PAGE 2. THE BUILDINGS ARE APPROXIMATELY 21 FEET IN HEIGHT.
2. BUILDINGS A AND B CONTAIN 20 UNITS EACH, BUILDINGS C, D, E, F, AND G CONTAIN 8 UNITS EACH, BUILDINGS H, I, J, K, AND L CONTAIN 16 UNITS EACH, ALL ARE MULTI-FAMILY TWO-STORY BUILDINGS.
3. ALL AREAS AND IMPROVEMENTS OF THE PROJECT EXCEPT THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
4. THE COVERED PARKING SPACES AND STORAGE AREAS ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNITS SHOWN.
5. FOR LOCATIONS OF THE UNITS WITHIN THE INDIVIDUAL BUILDINGS SEE SHEETS 4 THRU 27.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. THE PLOT PLAN AND SKETCH OF SURVEY WERE PREPARED UNDER THE DIRECTION OF JOHN R. CAMPBELL, PROFESSIONAL LAND SURVEYOR.

LEGAL DESCRIPTION:

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING WEST OF THE CENTERLINE OF S.R. A1A AS PRESENTLY EXISTING TO WIT: BEGIN 210' N. OF S.W. CORNER OF SECTION 14, TOWNSHIP 24 S., RANGE 37 E.; THENCE EAST PARALLEL TO SOUTH LINE OF SAID SECTION 20 CHAINS; THENCE NORTH 394.7' TO A POINT; THENCE WEST 20 CHAINS; THENCE SOUTH 394.7' TO THE POINT OF BEGINNING.

CERTIFICATION:

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


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

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

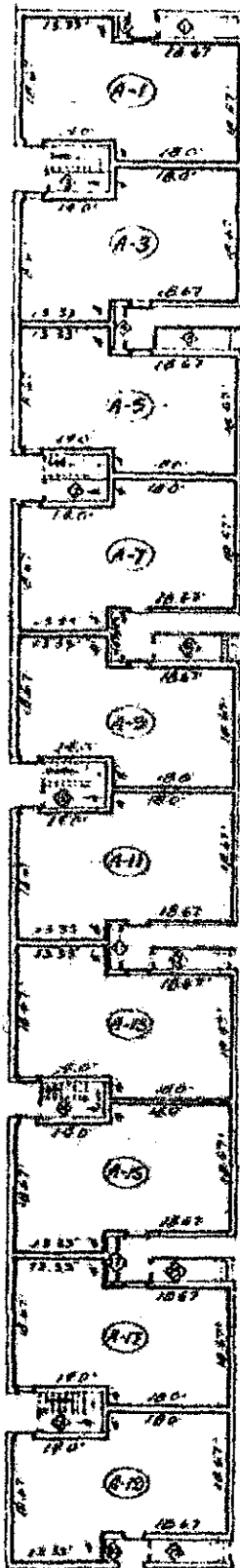
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2467

ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (A-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 76.68
4. FINISHED CEILING ELEVATION IS 82.68
5. ELEVATIONS ARE BASED ON U.G.M. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN, REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. ◆ INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. ◆◆ DIMENSIONS ARE-3.0'x2.5'.
 ◆◆◆ DIMENSIONS ARE-3.3'x8.5'.
 ◆◆◆◆ DIMENSIONS ARE-3.5'x6.0'.
 ◆◆◆◆◆ DIMENSIONS ARE-3.3'x11.5'.

BUILDING 'A'
1st FLOOR PLAN
 Scale 1"=20'

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

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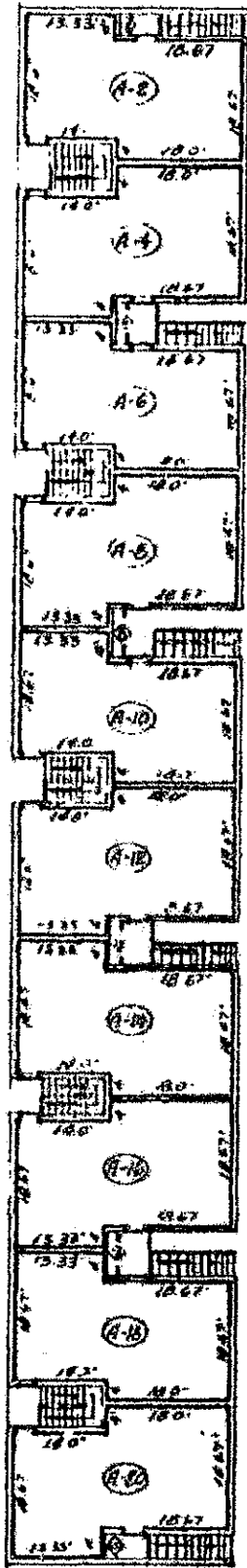
EXHIBIT "A" PAGE

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2227

2468

ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (A-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 25.88
4. FINISHED CEILING ELEVATION IS 33.08
5. ELEVATIONS ARE BASED ON M.S.L. OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENT LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCEPT THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (A) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (S) DIMENSIONS ARE 3.0' x 2.5'.
 (L) DIMENSIONS ARE 1.5' x 6.0'.

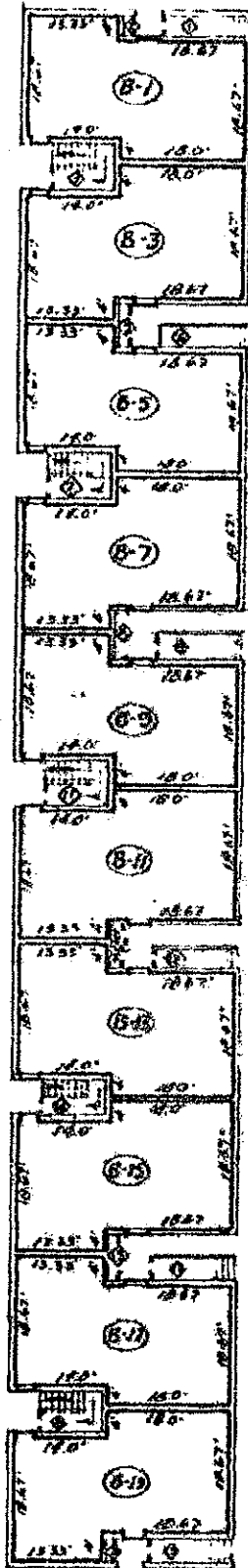
BUILDING "A"
2nd FLOOR PLAN
 scale 1"=20'

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

OFF REC. 2227

EXHIBIT "A" PAGE SHEET 5 OF 29
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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (B-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 12.80
4. FINISHED CEILING ELEVATION IS 12.80
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS INCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. ◆ INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. ◆◆ DIMENSIONS ARE-3.0'x2.5'.
 ◆◆◆ DIMENSIONS ARE-3.3'x8.5'.
 ◆◆◆◆ DIMENSIONS ARE-1.5'x6.0'.
 ◆◆◆◆◆ DIMENSIONS ARE-3.3'x11.5'.

BUILDING "B"
1st FLOOR PLAN
 scale 1"=20'

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 COCOA BEACH, FLORIDA
 AUGUST 15, 1979

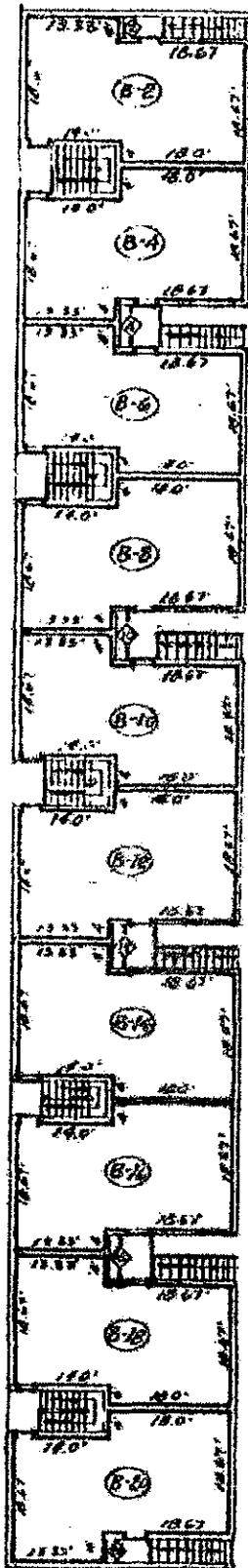
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2470

ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (B-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 21.40
4. FINISHED CEILING ELEVATION IS 20.00
5. ELEVATIONS ARE BASED ON M.G.M. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. ◊ INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. ◊◊ DIMENSIONS ARE 3.0'x2.5'.
◊◊◊◊ DIMENSIONS ARE 1.5'x6.0'.

BUILDING "B"
2nd FLOOR PLAN
scale 1"=20'

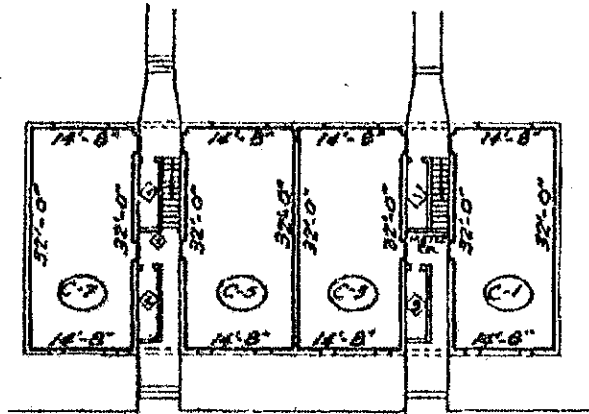
ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
AUGUST 15, 1979

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EXHIBIT "A"

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ATLANTIC GARDENS CONDOMINIUM



BUILDING 'C'
FIRST FLOOR PLAN

Scale: 1" = 20'

NOTES:

1. (C-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 11.68
4. FINISHED CEILING ELEVATION IS 22.68
5. ELEVATIONS ARE BASED ON H.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (C-1) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (C-1) DIMENSIONS ARE - 3.25' x 8.67'.
 (C-2) DIMENSIONS ARE - 2.5' x 6.5'.
 (C-3) DIMENSIONS ARE - 3.3' x 11.0'.

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COCOA BEACH, FLORIDA
AUGUST 18, 1979

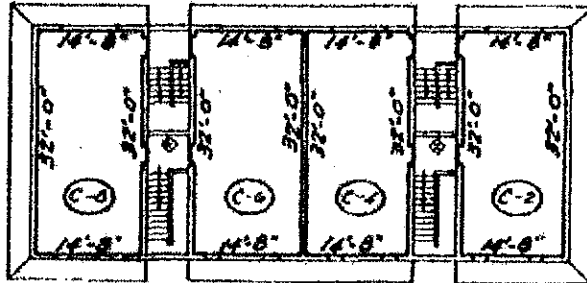
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2472

ATLANTIC GARDENS CONDOMINIUM



BUILDING 'C'
SECOND FLOOR PLAN
Scale: 1"=20'

NOTES:

1. (C-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 22.22
4. FINISHED CEILING ELEVATION IS 31.22
5. ELEVATIONS ARE BASED ON M.S.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (D) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (D) DIMENSIONS ARE 2'-5" x 6'-5".

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COCOA BEACH, FLORIDA
AUGUST 15, 1979

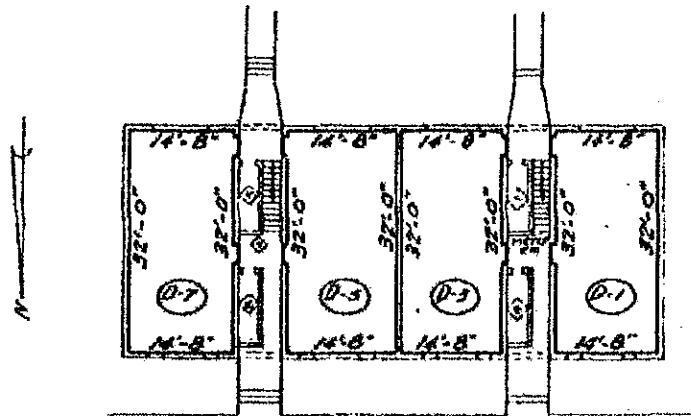
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2473

ATLANTIC GARDENS CONDOMINIUM



BUILDING 'D'
FIRST FLOOR PLAN
 Scale: 1"=20'

NOTES:

1. (D-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 1223
4. FINISHED CEILING ELEVATION IS 1225
5. ELEVATIONS ARE BASED ON U.S.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. ◊ INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. ◊◊ DIMENSIONS ARE 3.25' x 8.67'.
 ◊◊ DIMENSIONS ARE 2.5' x 6.5'.
 ◊◊ DIMENSIONS ARE 3.3' x 11.0'.

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 COCOA BEACH, FLORIDA
 AUGUST 15, 1979

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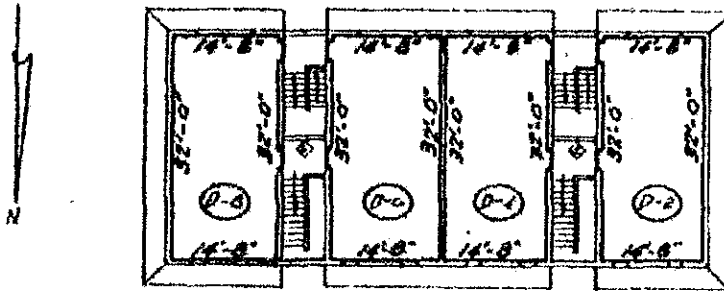
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2474

ATLANTIC GARDENS CONDOMINIUM



BUILDING 'D'
SECOND FLOOR PLAN
Scale: 1"=20'

NOTES:

1. (D-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 15.23
4. FINISHED CEILING ELEVATION IS 22.25
5. ELEVATIONS ARE BASED ON M.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. ◊ INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. ◊◊ DIMENSIONS ARE 2.5' x 6.5'.

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COCOA BEACH, FLORIDA
AUGUST 13, 1979

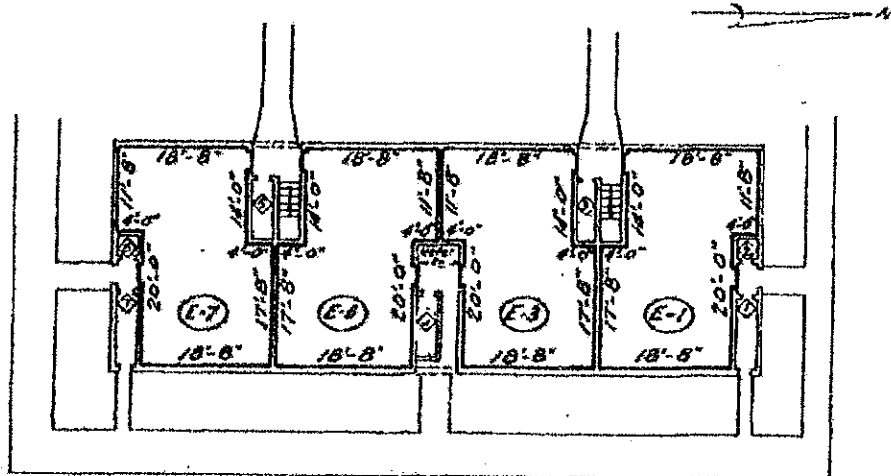
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2475

ATLANTIC GARDENS CONDOMINIUM



BUILDING E
FIRST FLOOR PLAN
Scale 1"=20'

NOTES:

1. (E-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 11.47
4. FINISHED CEILING ELEVATION IS 12.47
5. ELEVATIONS ARE BASED ON M.G.V. DATUM OF 1929
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10.  INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE UNIT SHOWN.
11.  DIMENSIONS ARE 2.5' x 3.0'.
 DIMENSIONS ARE 2.5' x 12.5'.

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COCOA BEACH, FLORIDA
AUGUST 15, 1979

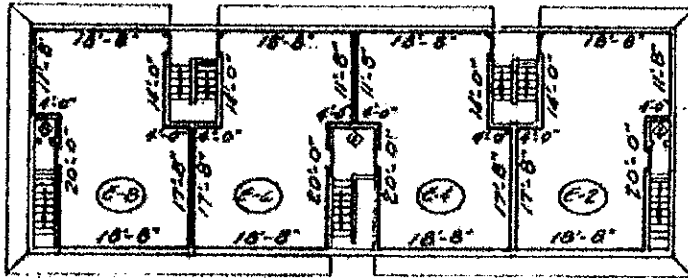
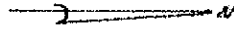
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2476

ATLANTIC GARDENS CONDOMINIUM



BUILDING 'E'
SECOND FLOOR PLAN
Scale 1"=20'

NOTES:

1. INDICATES UNIT NUMBER.
2. INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 20.07
4. FINISHED CEILING ELEVATION IS 28.67
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE UNIT SHOWN.
11. DIMENSIONS ARE 2.5' x 3.0'.
 DIMENSIONS ARE 1.5' x 7.0'.

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COCOA BEACH, FLORIDA
AUGUST 15, 1979

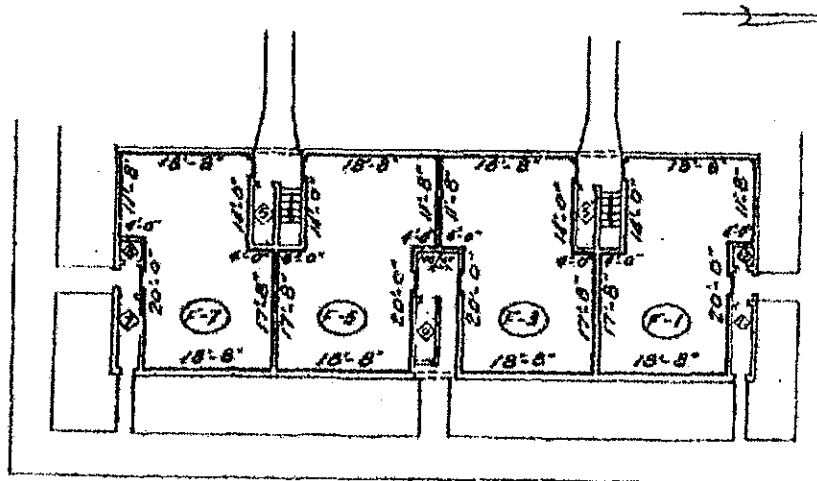
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2477

ATLANTIC GARDENS CONDOMINIUM



BUILDING 'F'
FIRST FLOOR PLAN
Scale 1"=20'

NOTES:

1. (F-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 10.73
4. FINISHED CEILING ELEVATION IS 10.15
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN, REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (D) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE UNIT SHOWN.
11. (D) DIMENSIONS ARE 2.5' x 3.0'.
(D) DIMENSIONS ARE 2.5' x 12.5'.

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COCOA BEACH, FLORIDA
AUGUST 15, 1979

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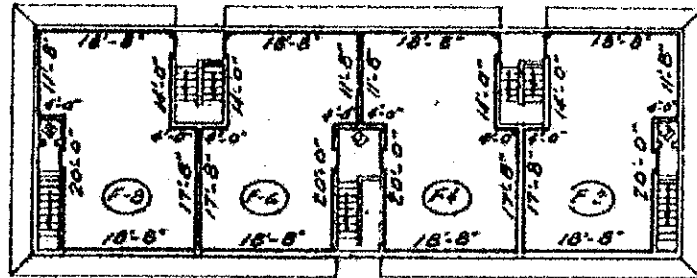
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2678

ATLANTIC GARDENS CONDOMINIUM



BUILDING F
SECOND FLOOR PLAN
 Scale 1" = 20'

NOTES:

1. (F-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 12.72
4. FINISHED CEILING ELEVATION IS 20.73
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (Symbol) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE UNIT SHOWN.
11. (Symbol) DIMENSIONS ARE 2.5' x 3.0'.
 (Symbol) DIMENSIONS ARE 1.5' x 7.0'.

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 COCOA BEACH, FLORIDA
 AUGUST 15, 1979

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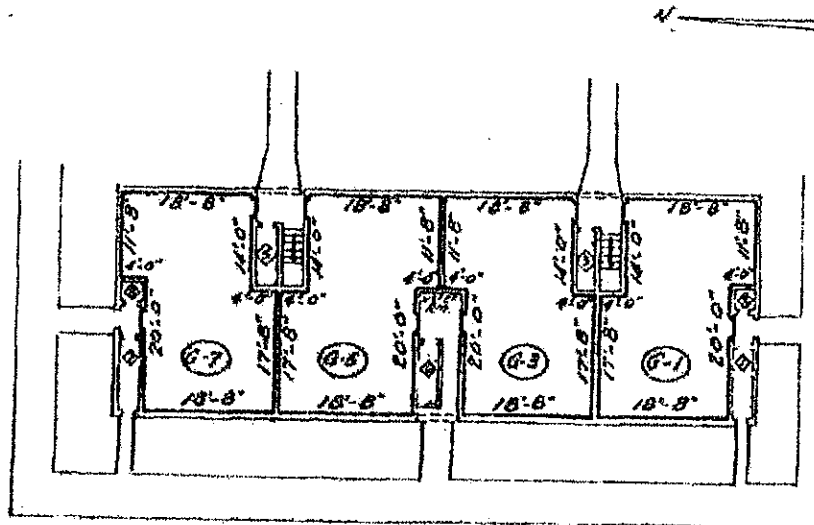
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2479

ATLANTIC GARDENS CONDOMINIUM



BUILDING 'G'
FIRST FLOOR PLAN
Scale 1"=20'

NOTES:

1. (6-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 267
4. FINISHED CEILING ELEVATION IS 267
5. ELEVATIONS ARE BASED ON U.G.V. DATUM OF 1929
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10.  INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE UNIT SHOWN.
11.  DIMENSIONS ARE 2.5' x 3.0'
 DIMENSIONS ARE 2.5' x 12.5'

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COCOA BEACH, FLORIDA
AUGUST 15, 1979

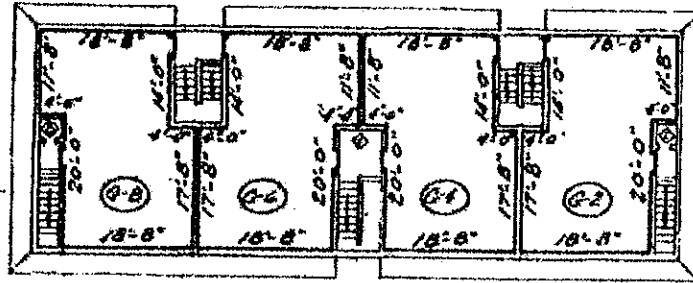
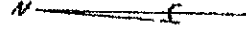
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2480

ATLANTIC GARDENS CONDOMINIUM



BUILDING G
SECOND FLOOR PLAN
 Scale 1"=20'

NOTES:

1. (G-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATION IS 18.27
4. FINISHED CEILING ELEVATION IS 20.27
5. ELEVATIONS ARE BASED ON M.G.V. DATUM OF 1929
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10.  INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM, LIMITED TO THE USE OF THE UNIT SHOWN.
11.  DIMENSIONS ARE 2.5' x 3.0'.
 DIMENSIONS ARE 1.5' x 7.0'.

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 COCOA BEACH, FLORIDA
 AUGUST 15, 1979

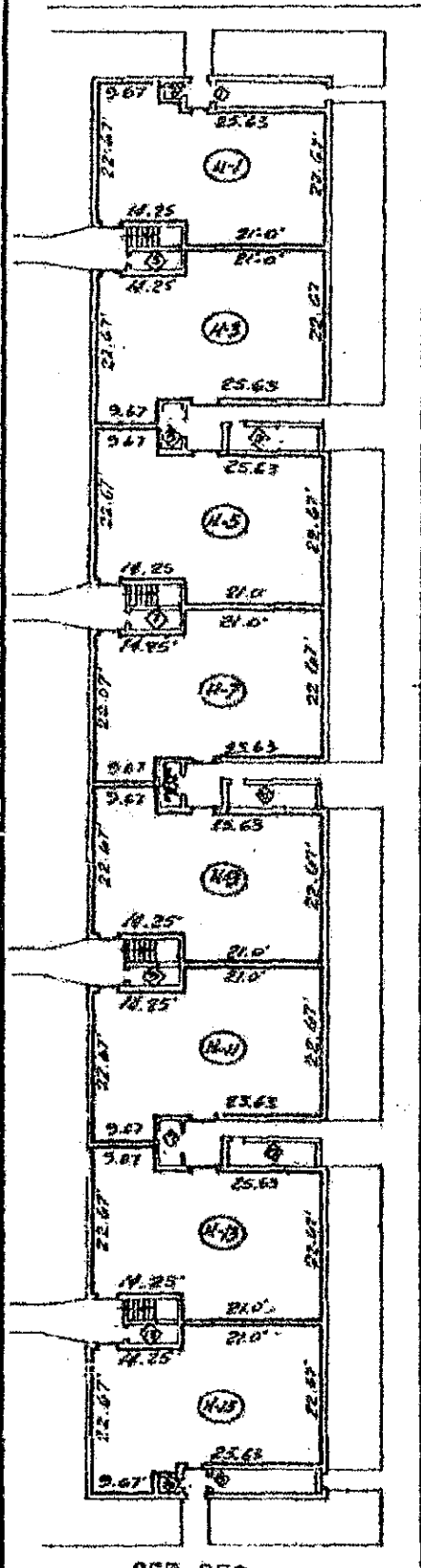
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2481

ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (11-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 11.00
4. FINISHED CEILING ELEVATION IS 13.00
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (Symbol) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT, SHOWN.
11. (Symbol) DIMENSIONS ARE -3.0'x2.5'
 (Symbol) DIMENSIONS ARE -3.33'x9.0'
 (Symbol) DIMENSIONS ARE -3.0'x6.0'
 (Symbol) DIMENSIONS ARE -3.33'x16.0'

BUILDING "II"
FIRST FLOOR PLAN
 scale 1"=20'

OFF. REC.

2227

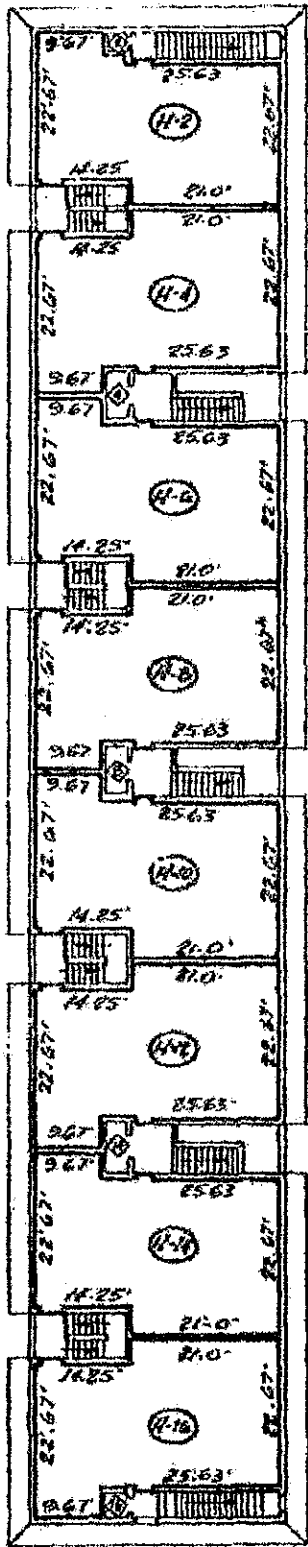
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 COCOA BEACH, FLORIDA
 AUGUST 15, 1979
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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (H-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 19.60
4. FINISHED CEILING ELEVATION IS 27.40
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1979.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (S) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (S) DIMENSIONS ARE 3.0' x 2.5'.
(S) DIMENSIONS ARE 3.0' x 6.0'.

BUILDING 'H'
SECOND FLOOR PLAN
 Scale 1" = 20'

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA

OFFICE AUGUST 15, 1979
 EXHIBIT "A"

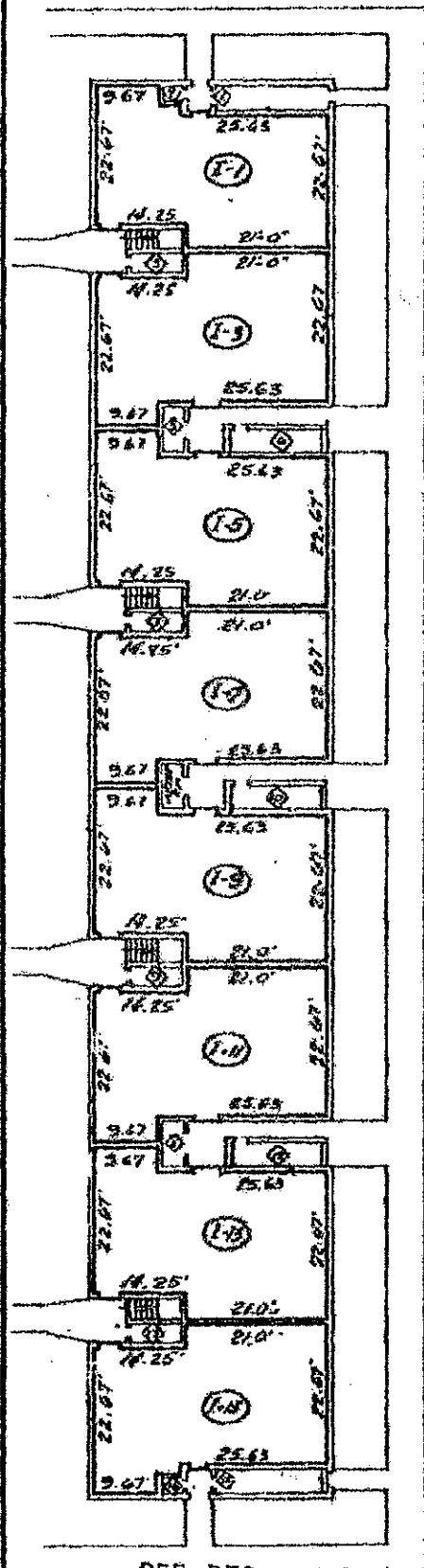
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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (1-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 10.10
4. FINISHED CEILING ELEVATION IS 18.10
5. ELEVATIONS ARE BASED ON M.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN, REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (S) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11.

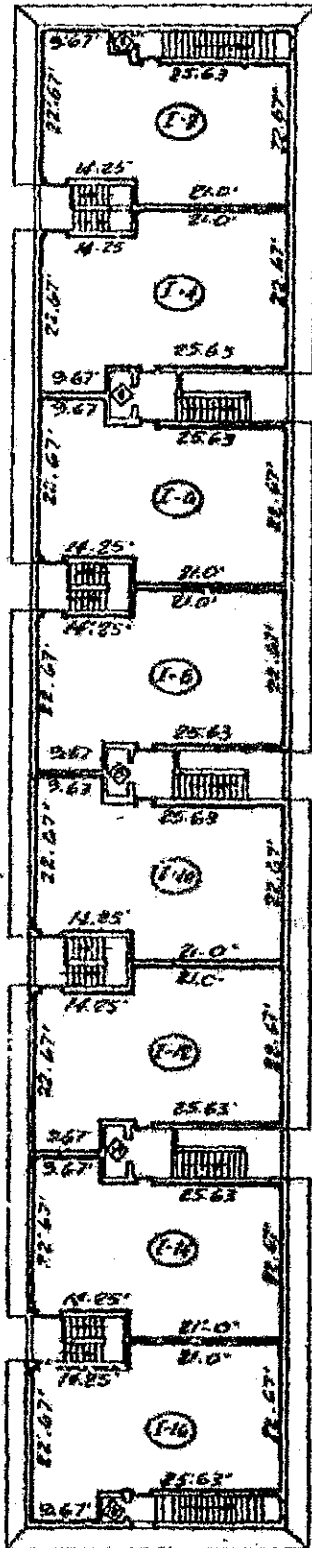
⊠	DIMENSIONS ARE 3.0'x2.5'
⊠	DIMENSIONS ARE 3.33'x9.0'
⊠	DIMENSIONS ARE 3.0'x6.0'
⊠	DIMENSIONS ARE 3.33'x16.0'

BUILDING 1
FIRST FLOOR PLAN
Scale 1" = 20'

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ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
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ATLANTIC GARDENS CONDOMINIUM

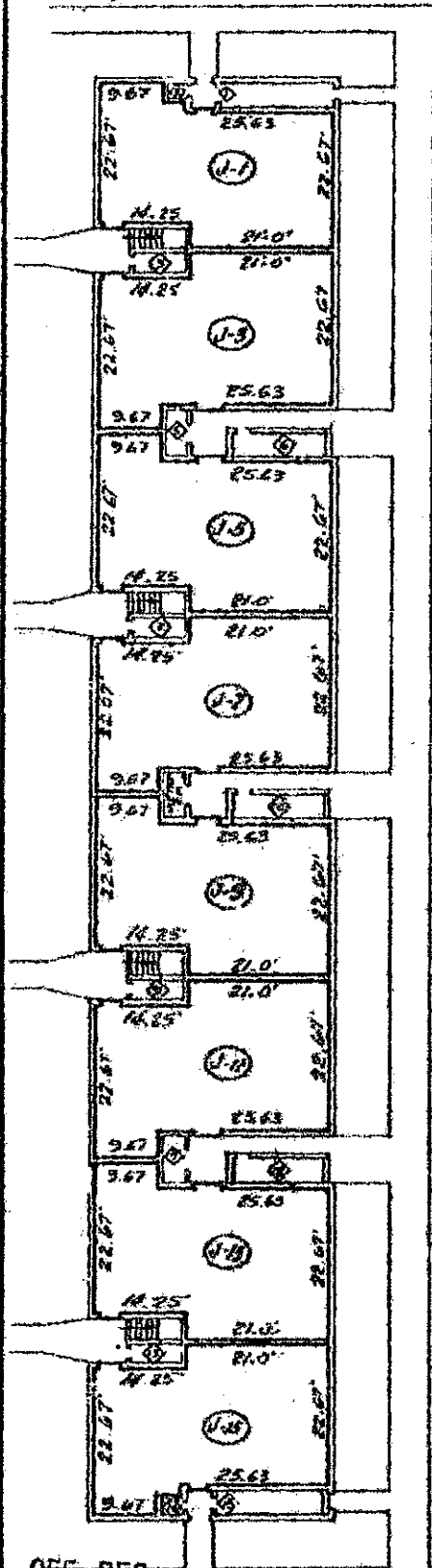


SURVEYOR'S NOTES:

1. (1-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 18.70
4. FINISHED CEILING ELEVATION IS 26.70
5. ELEVATIONS ARE BASED ON M.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. * INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. ◆◆◆ DIMENSIONS ARE 3.0'x2.5'.
◆◆◆◆ DIMENSIONS ARE 3.0'x6.0'.

BUILDING I
SECOND FLOOR PLAN
scale 1"=20'

ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (J-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 34.5
4. FINISHED CEILING ELEVATION IS 17.65
5. ELEVATIONS ARE BASED ON M.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. ◊ INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11.

◊	DIMENSIONS ARE 3.0'x2.5'
◊	DIMENSIONS ARE 3.33'x9.0'
◊	DIMENSIONS ARE 3.0'x6.0'
◊	DIMENSIONS ARE 3.33'x16.0'

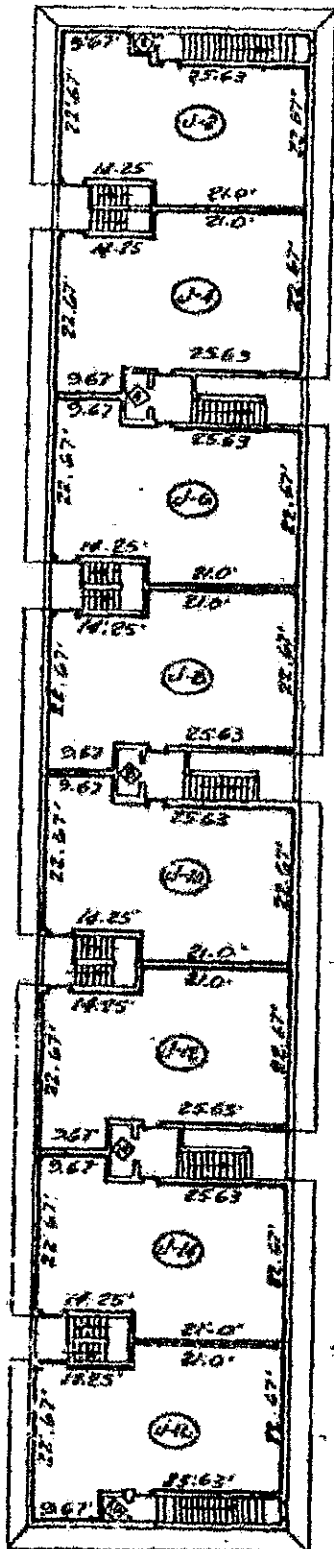
BUILDING J
FIRST FLOOR PLAN
Scale 1"=20'

OFF. REC.
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ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
AUGUST 15, 1979
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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (U-8) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 14.25
4. FINISHED CEILING ELEVATION IS 21.20
5. ELEVATIONS ARE BASED ON H.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN, REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (S) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (S) DIMENSIONS ARE 3.0' x 2.5'.
 (S) DIMENSIONS ARE 3.0' x 6.0'.

BUILDING J
SECOND FLOOR PLAN
 Scale 1" = 20'

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 OFF. AUGUST 15, 1979
 EXHIBIT "A"

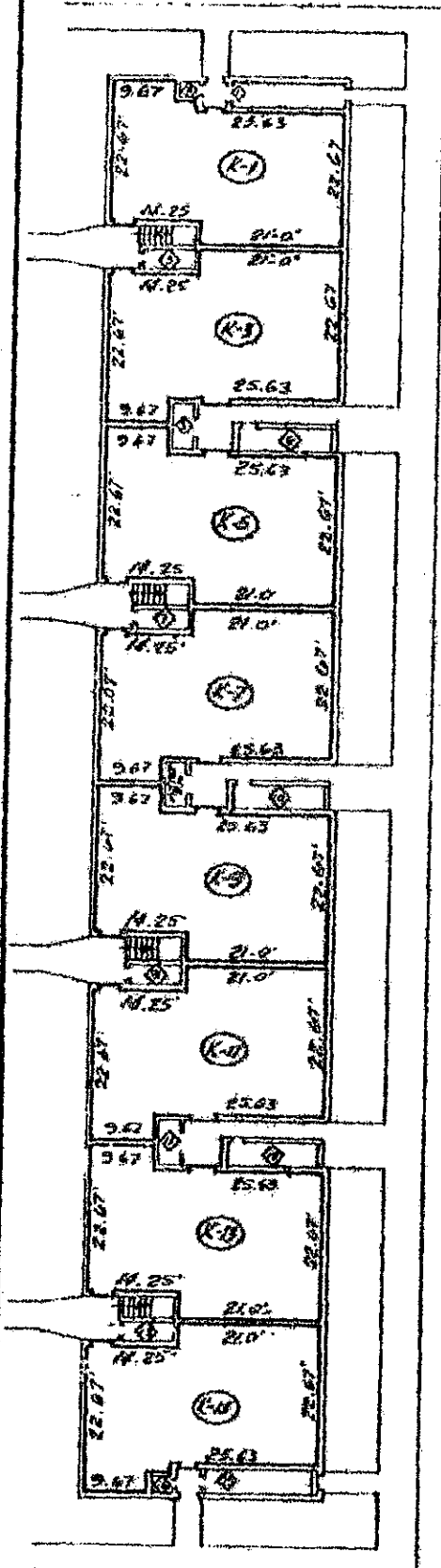
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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (K-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 9.67
4. FINISHED CEILING ELEVATION IS 17.61
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (S) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (S) DIMENSIONS ARE 3.0'x2.5'.
 (S) DIMENSIONS ARE 3.33'x9.0'.
 (S) DIMENSIONS ARE 3.0'x6.0'.
 (S) DIMENSIONS ARE 3.33'x16.0'.

BUILDING 'K'
FIRST FLOOR PLAN
 Scale 1"=20'

OFF. REC.

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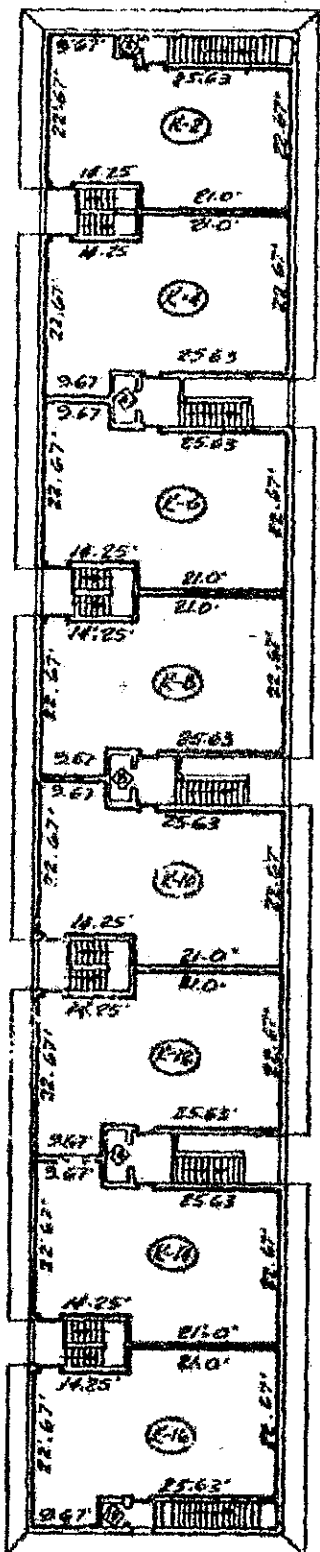
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ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 AUGUST 15, 1979
 EXHIBIT "A"

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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

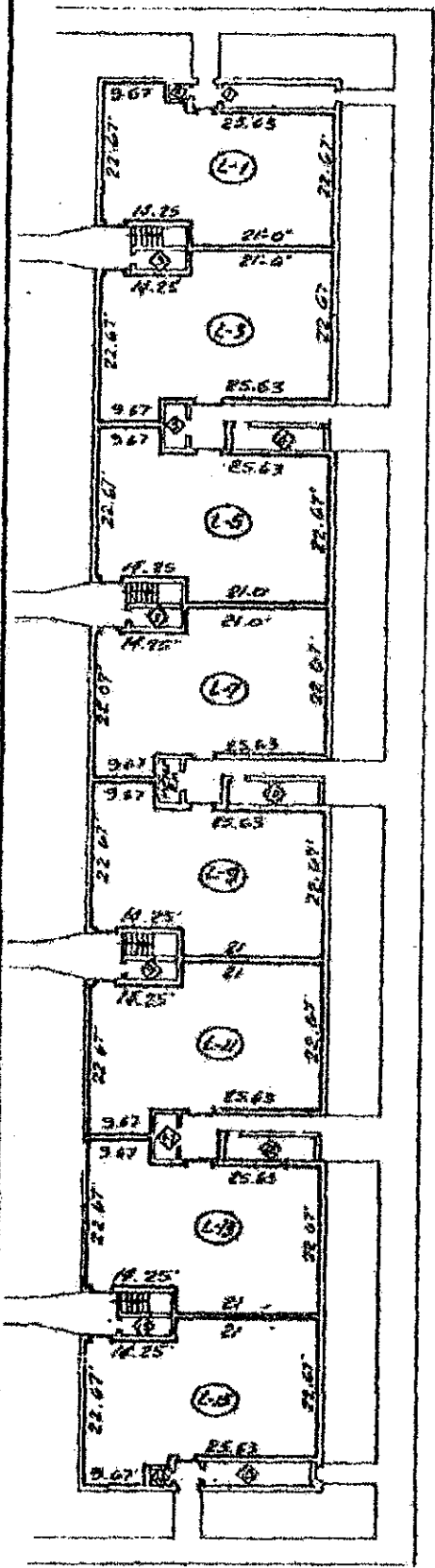
1. (K-2) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 18.21
4. FINISHED CEILING ELEVATION IS 20.21
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (K-2) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (K-2) DIMENSIONS ARE 3.0'x2.5',
 (K-2) DIMENSIONS ARE 3.0'x6.0'.

BUILDING 'K'
SECOND FLOOR PLAN
 scale 1/20

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 COCOA BEACH, FLORIDA
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 EXHIBIT "A" 2489

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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

1. (L-1) INDICATES UNIT NUMBER.
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 25.59
4. FINISHED CEILING ELEVATION IS 12.59
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN, REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. (Symbol) INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. (Symbol) DIMENSIONS ARE 3.0' x 2.5'.
 (Symbol) DIMENSIONS ARE 3.33' x 9.0'.
 (Symbol) DIMENSIONS ARE 3.0' x 6.0'.
 (Symbol) DIMENSIONS ARE 3.33' x 16.0'.

BUILDING 'L'
FIRST FLOOR PLAN
 Scale 1"=20'

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 AUGUST 15, 1979
 EXHIBIT "A" SHEET 26 OF 29

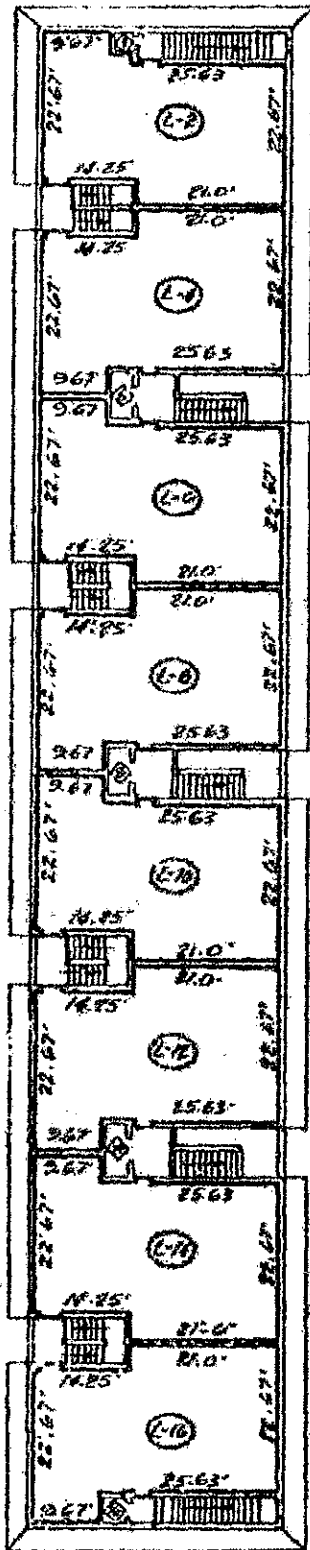
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ATLANTIC GARDENS CONDOMINIUM



SURVEYOR'S NOTES:

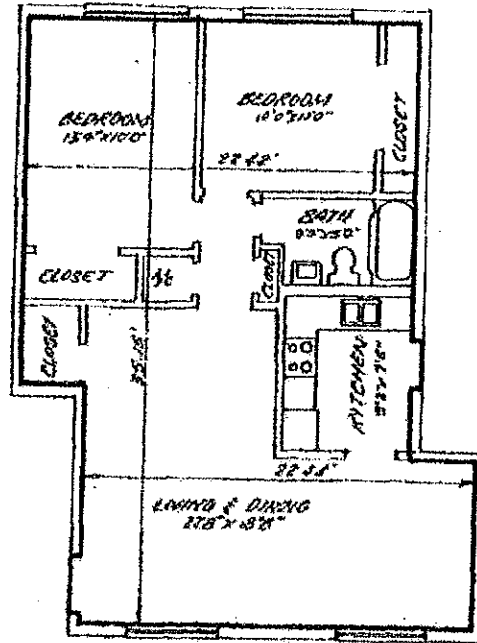
1. (L-2) INDICATES UNIT NUMBER
2. ——— INDICATES LIMITS OF UNIT.
3. FINISHED FLOOR ELEVATIONS IS 25.70
4. FINISHED CEILING ELEVATION IS 24.70
5. ELEVATIONS ARE BASED ON N.G.V. DATUM OF 1929.
6. THE CAR PORTS SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THE UNIT NUMBER SHOWN. REFER TO GRAPHIC PLOT PLAN.
7. ALL AREAS AND IMPROVEMENTS EXCLUSIVE OF THE UNITS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
8. SEE THE GRAPHIC PLOT PLAN FOR THE LOCATION OF THIS BUILDING WITHIN THE CONDOMINIUM.
9. REFER TO THE TYPICAL UNIT PLAN FOR THE INTERIOR FLOOR PLAN OF THE UNITS.
10. ♦ INDICATES STORAGE AREAS, WHICH ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF THE UNIT SHOWN.
11. ♦♦ DIMENSIONS ARE 3.0'x2.5'.
♦♦♦ DIMENSIONS ARE 3.0'x6.0'.

BUILDING 2
SECOND FLOOR PLAN
Scale 1"=20'

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
OFF. AUGUST 25, 1979 PAGE
EXHIBIT "A" 2491

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ATLANTIC GARDENS CONDOMINIUM



TYPICAL UNIT "A"

NOTES:

1. TYPICAL UNIT A IS REPRESENTATIONAL OF THE TWO BEDROOM UNITS LOCATED IN BUILDING H. I, J, K, AND L.
2. THE INDIVIDUAL UNITS MAY BE REVERSED OR THE MIRRORED IMAGES OF THE UNIT PLAN SHOWN.
3. DIMENSIONS SHOWN MAY VARY SLIGHTLY.
4. FOR THE LOCATION OF THE INDIVIDUAL UNITS SEE SHEETS 18 THRU 27 OF EXHIBIT "A"

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 COCOA BEACH, FLORIDA
 AUGUST 1979

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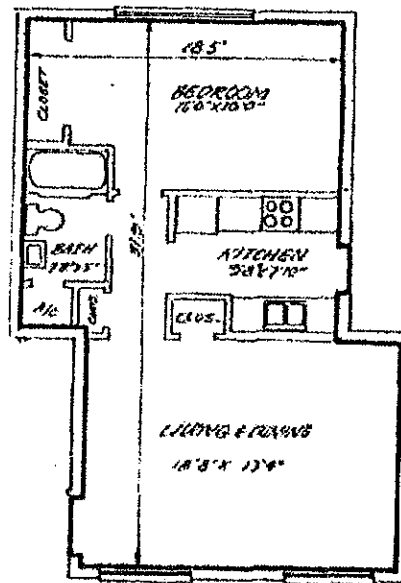
EXHIBIT "A" PAGE

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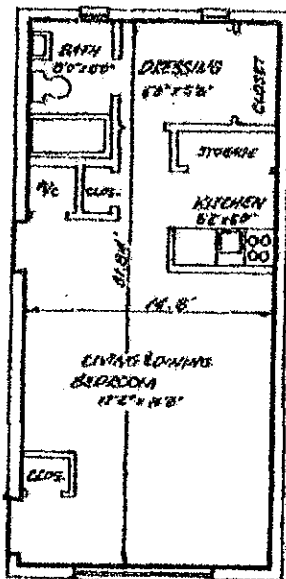
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ATLANTIC GARDENS CONDOMINIUM



TYPICAL UNIT "B"



TYPICAL UNIT "C"

NOTES:

1. TYPICAL UNIT B IS REPRESENTATIONAL OF THE ONE BEDROOM UNITS LOCATED IN BUILDINGS A, B, E, F, AND G.
2. TYPICAL UNIT C IS REPRESENTATIONAL OF THE STUDIO UNITS LOCATED IN BUILDING C AND D.
3. THE INDIVIDUAL UNITS MAY BE REVERSED OR MİRRORED IMAGES OF THE UNIT PLANS SHOWN.
4. FOR THE LOCATIONS OF THE INDIVIDUAL UNITS SEE SHEETS 4 THRU 17 OF EXHIBIT A.

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
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