



CONDOMINIUM ASSOCIATION, INC.
750 North Atlantic Avenue
Cocoa Beach, Florida 32931
(407) 784-2692

INDEX
TO DECLARATION OF CONDOMINIUM
OF
XANADU, A CONDOMINIUM

	<u>PAGE</u>
I. ESTABLISHMENT OF CONDOMINIUM	1
II. SURVEY AND DESCRIPTION OF IMPROVEMENTS	1
III. OWNERSHIP OF APARTMENTS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES	2
IV. APARTMENT BOUNDARIES, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	3
V. ADMINISTRATION OF CONDOMINIUM BY XANADU CONDOMINIUM ASSOCIATION, INC.	3
VI. MEMBERSHIP AND VOTING RIGHTS	4
VII. COMMON EXPENSES, ASSESSMENTS, COLLECTION, LIEN AND ENFORCEMENT, LIMITATIONS	4
VIII. INSURANCE COVERAGE, USE AND DISTRIBUTION OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY	7
IX. RESPONSIBILITY FOR MAINTENANCE AND REPAIRS	9
X. USE RESTRICTIONS	10
XI. LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT	11
XII. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION	11
XIII. AMENDMENT OF DECLARATION	11
XIV. TERMINATION OF CONDOMINIUM	12
XV. ENCROACHMENTS	14
XVI. ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES	14
XVII. ESCROW FOR INSURANCE PREMIUMS	14
XVIII. REAL PROPERTY TAXES DURING INITIAL YEAR OF CONDOMINIUM	15
XIX. RESPONSIBILITY OF APARTMENT OWNERS	15
XX. WAIVER	15
XXI. CONSTRUCTION	15
XXII. GENDER	15
XXIII. CAPTIONS	16
XXIV. REMEDIES FOR VIOLATIONS	16

REC FEE	\$ 301.00	REC'D PAYMENT AS INDICATED FOR CLASS "C" INTANGIBLE & DOC STAMP TAXES. SIGNED <i>See attached</i>
DOC ST.	\$	
INT TAX	\$	
SER' CHG	\$ 1.00	
REFUND	\$	

Clerk Circuit Court Brevard Co. Florida

741740

MAR 21 11:10

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

XANADU, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Armanda Delduke, who is the Secretary of Xanadu Condominium Association, Inc., a corporation not for profit, hereby certifies that at the annual meeting of the owners of the Condominium units in the Xanadu, a Condominium, which is further described in the Declaration of Condominium recorded in Official Records Book 2417, Pages 1831 through 1905 inclusive, Public Records of Brevard County, Florida, which meeting was held on the 4th day of February, 1986, it was proposed that Article I of the Declaration of Condominium of XANADU, A CONDOMINIUM, be amended as follows:

I

ESTABLISHMENT OF CONDOMINIUM

The Second Paragraph of this Article is amended as follows:

The Provisions of the Florida Condominium Act, as is now written or as it may hereafter be written or amended, are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and Articles of Incorporation of XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. The provisions of this paragraph shall not apply if the Condominium Act provision that is in conflict with a provision of this Declaration shall state that it applies only if there is no provision on that subject in this Declaration.

and the undersigned Secretary further certifies that the Amendment was duly adopted in accordance with the provisions of Article XIII of the Declaration of Condominium and that the original proposed Amendment has been executed and signed by the owners of seventy-nine (79) of the condominium units in the XANADU Condominium project and that the original signed copies of the Proposed Amendment is on file in the corporate records of the Xanadu Condominium Association, Inc.

161251

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IN WITNESS WHEREOF, the Xanadu Condominium Association, Inc. has caused this Amendment to be executed by its Secretary on this 24th day of March, 1986 for and on behalf of the Xanadu Condominium Association, Inc.

Signed, Sealed and Delivered
in the Presence of:

Sophia L. Lyszkowski
[Signature]

Xanadu Condominium Association, Inc.

By *Armanda Delduke*
Secretary

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Amendment was acknowledged before me this 24th day of March, 1986 by Armanda Delduke, Secretary of Xanadu Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/24/89

Notary Public, State of Florida
My Commission Expires April 24, 1989
Bonded Through Fair - Insurance, Inc.



DECLARATION OF CONDOMINIUM

OF

XANADU, A CONDOMINIUM

XANADU OF COCOA BEACH, INC. and SUNFLOWER CLUB, INC., doing business as XANADU JOINT VENTURE, hereinafter called "Developer", do hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium apartment ownership for XANADU, A CONDOMINIUM consisting of real property and improvements thereon as hereinafter described.

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

I

ESTABLISHMENT OF CONDOMINIUM

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

SEE SHEET 5 OF EXHIBIT "A" ATTACHED HERETO

and on which property the Developer owns one (1) fifteen-story apartment building containing a total of one hundred eight (108) apartments and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as XANADU, A CONDOMINIUM, hereinafter referred to as the "condominium".

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

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" synonymous with the term "unit owner" as defined therein.

II

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of forty-two (42) pages are surveys of the land and and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

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

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 7 through 20, of Exhibit "A" attached to this Declaration of Condominium.

It is anticipated that this project will be completed by August 1983.

III

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

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided one-one hundred eighth (1/108) share of all common elements and limited common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, patios, balconies, garages, storage areas, open parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and wall between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-one hundred eighth (1/108) interest in all common elements and limited common elements of the condominium.

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

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

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

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

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided one-one hundred eighth (1/108).

IV

APARTMENT BOUNDARIES, COMMON ELEMENTS,
AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A", pages 7 through 20, attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plan.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant.

"In addition, there are one hundred thirty-seven (137) pages numbered 1 through 39, inclusive, B-1 through B-16, inclusive, C-1 through C-16, inclusive and D-1 through D-66, inclusive, and storage area shown on Sheets 6 through 20 of Exhibit "A" which are common elements but which the Developer reserves the right to designate for use by individual unit owners and upon such designation by Developer said garages and storage areas shall be limited common elements."

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

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

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

V

ADMINISTRATION OF CONDOMINIUM BY
XANADU CONDOMINIUM ASSOCIATION, INC.

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

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, Articles of Incorporation and Bylaws of the Association. True and correct copies of the Articles of Incorporation and the Bylaws are attached hereto, made a part hereof, and marked Exhibit "B" and Exhibit "C", respectively.

The owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units, the unit owners shall be entitled to

elect not less than one-third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration: (a) Three years after fifty (50%) percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (b) three months after ninety (90%) percent of the units that will be operated ultimately by the association have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business; or (d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall occur first.

VI

MEMBERSHIP AND VOTING RIGHTS

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

There shall be a total of one hundred eight (108) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where the condominium unit is owned by the Association, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner", as used herein shall be deemed to include the Developer.

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

The Owner of every Unit shall accept ownership of said Unit subject to restrictions, easements, reservations, conditions and limitations now of record and affecting the land and improvements constituting the Condominium.

VII

COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall adopt annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limitation of the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of one-one hundred eighth (1/108) of the common expenses as determined in said budget.

After adoption of a budget and determination of the annual assessment per unit, the Association shall assess such sum by promptly notifying all owners by

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

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

In the event that assessments levied against any Unit Owner or any installments thereof shall remain unpaid for sixty (60) days or more, then so long as such delinquent assessments and/or installments are not received by the Association, such unpaid assessments and/or installments may be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Administration shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Unit Owner to pay the amount of such unpaid assessments and/or installments to the Association or to pay assessments and installments thereafter becoming due.

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

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

The Developer shall be excused from the payment of its share of common expenses and assessments related thereto on units it owns in the said Condominium for the period of time commencing with the date of the recording of this Declaration until January, 1983, or until the unit owners, other than the Developer, elect the majority of the Board Members, whichever occurs last, during which period of time the Developer guarantees that the assessments for common expenses of the Condominium imposed upon the respective unit owners shall not increase over the dollar amount as set forth in the Projected Operating Budget, which is attached hereto and made a part hereof, and obligates itself to pay any amount of common expenses incurred during said period of time not produced by the assessments at the guaranteed level.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum until paid. The Board of Administration shall have the sole discretion to impose a late charge not to exceed Twenty-Five and No/100 Dollars (\$25.00) on payments more than ten (10) days late.

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

Notice of Contest of Lien

To: XANADU CONDOMINIUM ASSOCIATION, INC.
Cocoa Beach, Florida 32931

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

Executed this _____ day of _____, 19____.

Signed: _____
Owner, Agent or Attorney

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

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

No foreclosure judgment may be entered until at least thirty (30) days after the Association 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 Section 718.116(4).

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

The provisions of Section 718.116 of the Florida Condominium Act, are incorporated herein by reference and made a part hereof, and the Association shall have all of the powers and duties as set forth in said Section 718.116 as well as all the powers and duties set forth in this Article VII of this Declaration, where the same are not in conflict with or limited by Section 718.116.

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

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage or for which a deed was given in lieu of foreclosure. 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 mortgages of record and shall not be restricted to the first mortgage(s) 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 on a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale Signs" and neither the other apartment owners nor the Association shall interfere with the sale of such apartments.

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

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

The Association may at any time require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the proportion set out hereinabove, and shall in no event exceed three (3) months' assessment.

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

VIII

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

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

The insurance purchased by the Association does not insure for injury or damages resulting from an accident within an owner's unit, therefore each unit owner is responsible for purchasing liability insurance covering accidents within the owner's unit.

b. The Association shall be required to obtain and maintain "all risk" and flood insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs. All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installation or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceiling of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. The Association shall also be required to obtain and maintain comprehensive liability insurance with combined single limits of at least one million (\$1,000,000.00) dollars for the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

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

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

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

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association, provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed immediately 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 ten thousand (\$10,000.00) dollars, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

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

Notwithstanding which 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.

An institutional first mortgagee shall mean a bank, trust company, savings and loan association, insurance company, real estate investment trust, pension fund or comparable entity which is regulated either by Federal or State law, including entities which are controlled, controlled by, or under common control with, any such entities.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the 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, (1) obtaining a construction loan from other sources, (2) obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

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

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

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

IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

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

b. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, (except the decorated or finished exposed interior floor, ceiling and inside wall surfaces as set forth in Article IV) including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, but excluding sliding glass doors, windows, and screens, 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.

c. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside an apartment or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside an apartment, and such loss, damage or destruction is insured for such casualty under the terms of the 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 unless the condominium is terminated pursuant to Article VIII f. in which case this paragraph shall be null and void.

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

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

The 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, patio or any exterior surface, etc, at any time without the written consent of the Association.

X

USE RESTRICTIONS

a. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees, and servants. The one-bedroom unit is hereby restricted to no more than two (2) occupants. Each two-bedroom unit is hereby restricted to no more than four (4) occupants. Each three-bedroom unit is hereby restricted to no more than five (5) occupants. Each four-bedroom unit is hereby restricted to no more than six (6) occupants. No individual under sixteen years of age is permitted to reside in the condominium on a permanent basis. Permanent basis shall be defined as residing at the condominium for more than sixty (60) days in any calendar year.

b. The apartment may be rented provided the occupancy is only by one (1) lessee and members of his immediate family, guests and his servants. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. The minimum rental period shall not be less than one year. Subleasing of apartments is prohibited.

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

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

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

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

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

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

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

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

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

l. Until the Developer has closed all the sales of the apartments in the condominium, neither the other apartment owners nor the 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.

m. No pets are permitted.

XI

LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment. The Association shall have the power to authorize the installation of storm shutters by individual unit owners provided that the storm shutters are uniform in appearance and in harmony with the color scheme of the exterior of the condominium. No storm shutter shall be installed by a unit owner without the prior written consent of the Association.

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by written approval of a majority of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one hundred fifteen percent (115%) of the current regular annual assessment, unless prior written consent is received from a majority of the voting members.

XIII

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of a majority of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except

the right to amend, modify, or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers.

No amendment shall be made or be valid so long as the developer is the owner of any unit within the condominium unless the approval of the developer is expressly noted thereon in writing, except that this paragraph shall not be applicable or in force after December 31, 1985 or after all units in the condominium owned by developer have been conveyed to purchasers, whichever date shall first occur.

Notwithstanding anything to the contrary contained in this declaration, the developer expressly reserves the right to amend the declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The developer may amend this declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the declaration among the Public Records of Brevard County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the developer and need not be approved by the association, unit owners, lienors or mortgagees of units of the condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein.

In the event it shall appear that there is an error or omission in this declaration or exhibits thereto, then and in that event the association may correct such error and/or omission by an amendment to this declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the board of administration of the association or by the members of the association, and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (i) Not less than thirty-three and one-third percent (33 1/3%) of the board of directors and by not less than ten percent (10%) of the votes of the entire membership of the condominium; or
- (ii) Not less than twenty-five (25%) of the votes of the entire membership of the association; or
- (iii) In the alternative, an amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Brevard County, Florida.

(c) The foregoing provisions relation to amendments for defects, errors or omissions is in accordance with and pursuant to Section 718.304(1), Florida Statute.

(d) That the amendment made pursuant to this paragraph need only be executed and acknowledged by the developer or the association and by no other parties whatsoever.

Notwithstanding anything to the contrary contained in this declaration, the developer reserves the right to change the interior designs and arrangement of all units and to alter the boundaries between units, as long as the developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between units, without amendment of this declaration in the manner hereinbefore set forth. If the developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to this declaration with a survey attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the developer and any holders of institutional mortgages encumbering the said altered units. The survey shall be certified in the manner required by the condominium act. If more than one (1) unit is concerned, the developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned and such shares of common elements, common expenses and common surplus shall be duly noted in the amendment of the declaration.

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

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

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

XIV

TERMINATION OF CONDOMINIUM

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

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

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

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

AN UNDIVIDED ONE-ONE HUNDRED EIGHTH (1/108)

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to

liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one (1) person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

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

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

XV

ENCROACHMENTS

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

Until the Developer has sold all units in the condominium, the Developer, and its successors or assigns as Developer, shall retain the right at all times to declare and create, modify and amend, from time to time, without joinder or consent of any unit owner, unit mortgagee or the Association, easements upon the condominium property for public or private utility, including but not limited to cable television.

XVI

ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGEES

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

XVII

ESCROW FOR INSURANCE PREMIUMS

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

REAL PROPERTY TAXES DURING
INITIAL YEAR OF CONDOMINIUM

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

XIX

RESPONSIBILITY OF APARTMENT OWNERS

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

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

XX

WAIVER

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

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

XXI

CONSTRUCTION

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

XXII

GENDER

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

CAPTIONS

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

XXIV

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged violation by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court, and in any supplemental proceedings and appellant proceedings pursuant thereto, the prevailing party shall be entitled to attorney's fees for said proceedings subsequent to final judgment as the appropriate judicial body may award.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 18th day of March, A.D. 1983.

Signed, sealed and delivered
in the presence of:

XANADU JOINT VENTURE

SUNFLOWER CLUB, INC.

Barbara M. Bradley

By: Scott Alles (SEAL)
Scott Alles, President

Brenda C. Latuch

XANADU OF COCOA BEACH, INC.

Barbara M. Bradley

By: BEN L. ROSS
BEN L. ROSS, Vice-President

Brenda C. Latuch

STATE OF FLORIDA:
COUNTY OF BREVARD:

I HEREBY CERTIFY, that on this 18th day of March, A.D. 1983, before me personally appeared SCOTT ALLES, President of SUNFLOWER CLUB, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

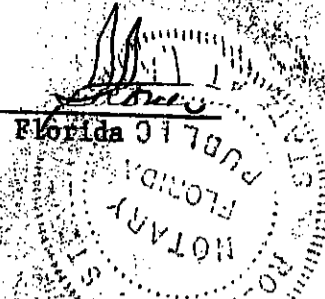
WITNESS my signature and official seal at Cocoa Beach in the County of

Brevard and State of Florida, the day and year last afor

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 13 1987.
BONDED THRU GENERAL INSURANCE UND.

[Signature]
Notary Public, State of Florida



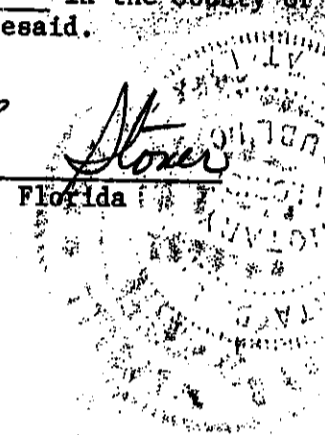
STATE OF FLORIDA:
COUNTY OF BREVARD:

I HEREBY CERTIFY, that on this 18th day of March, A.D. 1983, before me personally appeared BEN L. ROSS, Vice-President of XANADU OF COCOA BEACH, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 13 1987.
BONDED THRU GENERAL INSURANCE UND.

[Signature]
Notary Public, State of Florida



SURVEYOR'S CERTIFICATE

FOR

XANADU, A CONDOMINIUM

STATE OF FLORIDA
BREVARD COUNTY


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

I HEREBY CERTIFY THAT THE CONSTRUCTION OF THE IMPROVEMENTS SHOWN AND DESCRIBED ON THE ATTACHED EXHIBIT "A" ARE SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL DESCRIBED AND SHOWN ON THE ATTACHED EXHIBIT "A" TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM ESTABLISHING XANADU, A 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 7TH DAY OF MARCH, 1983 A.D.

ALLEN ENGINEERING, INC.

BY


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

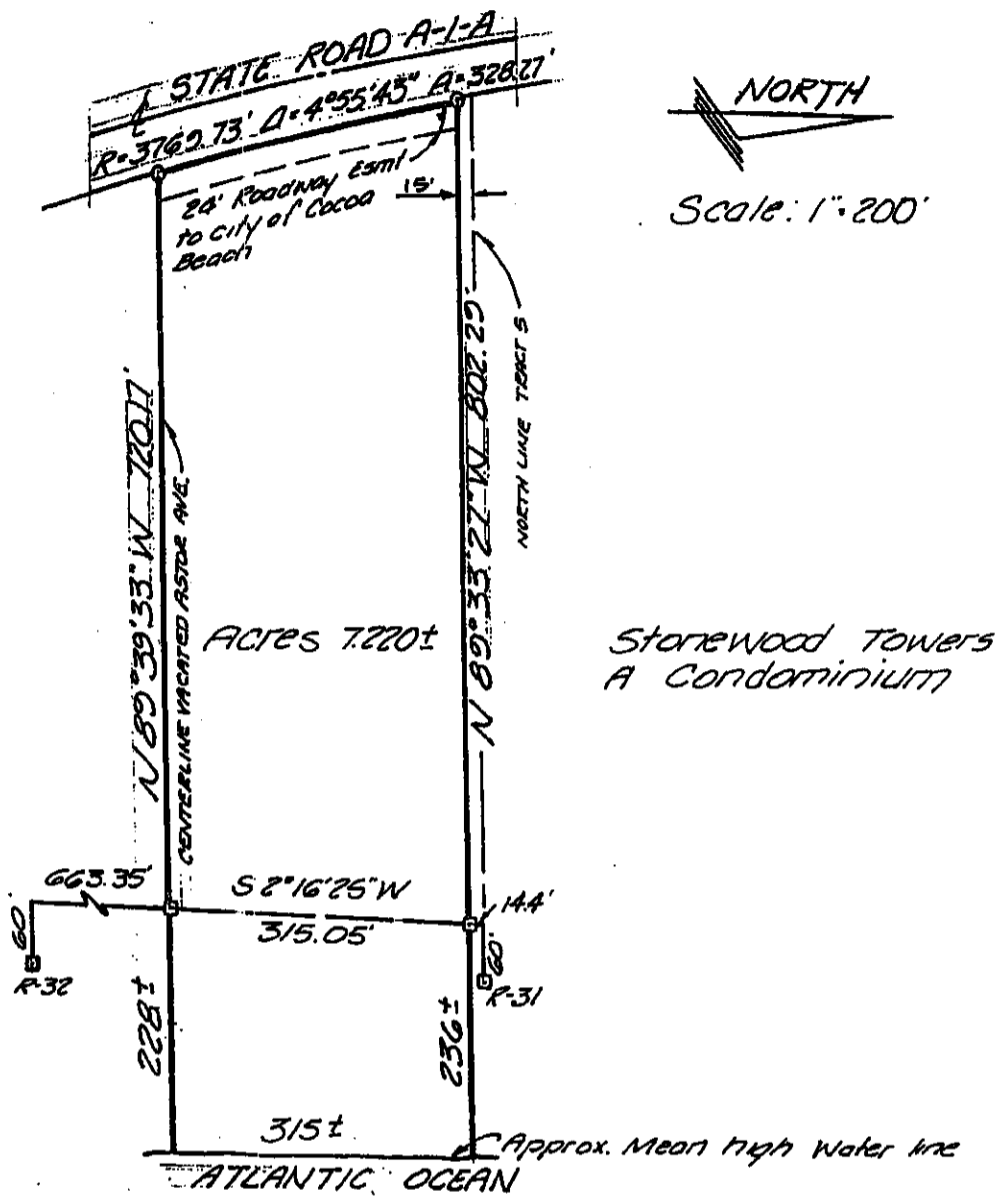
SWORN TO AND SUBSCRIBED BEFORE ME AS TO "JOHN R. CAMPBELL", THIS 7TH DAY OF MARCH 1983 A.D.


NOTARY PUBLIC OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUGUST 23, 1985

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2417

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1849

SKETCH OF SURVEY



SURVEYOR'S NOTE:

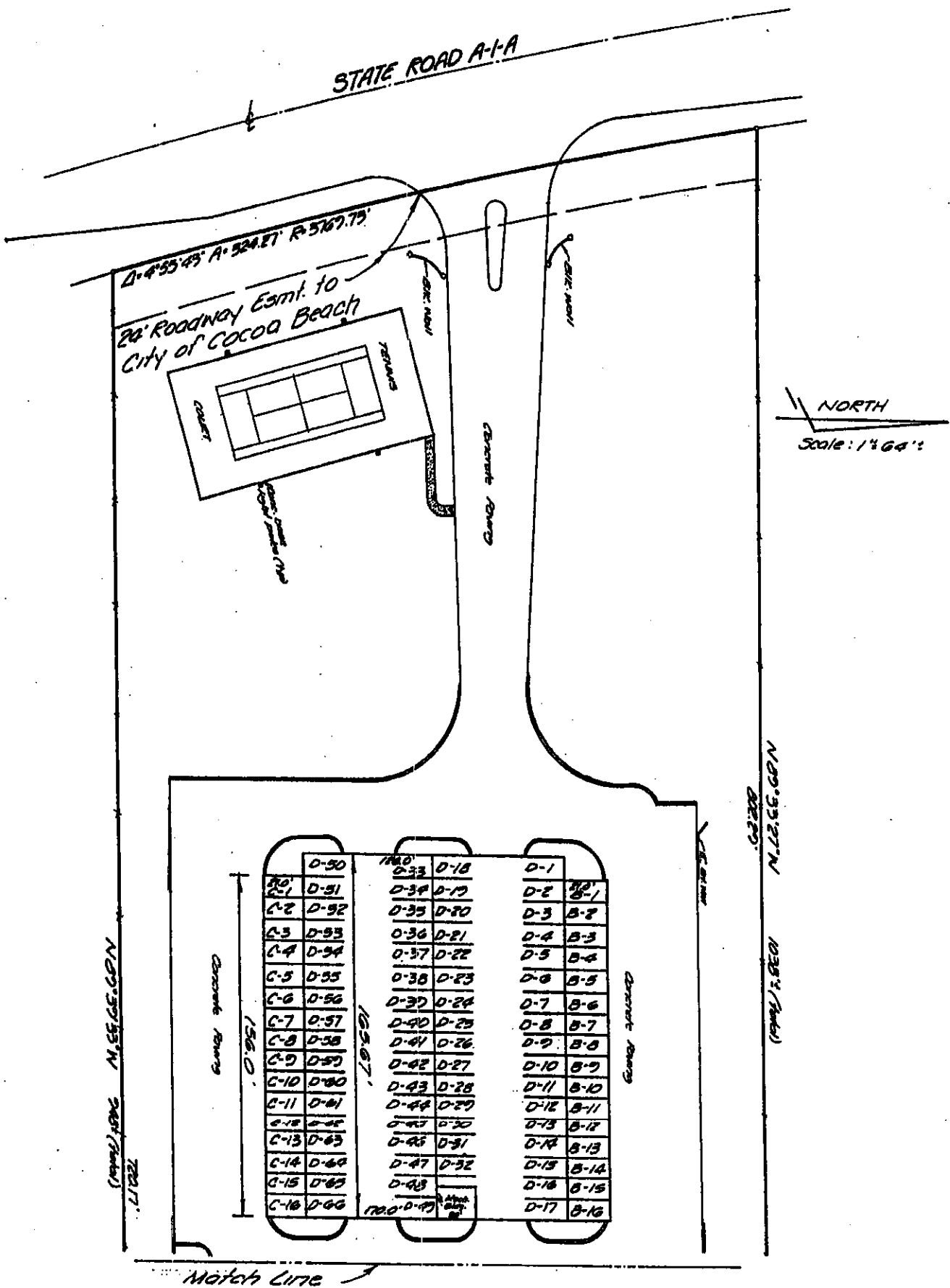
REFER TO SHEET 5 FOR THE LEGAL DESCRIPTION OF THE CONDOMINIUM OWNED LAND.

CERTIFICATION:

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

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

GRAPHIC PLOT PLAN



SURVEYOR'S NOTES

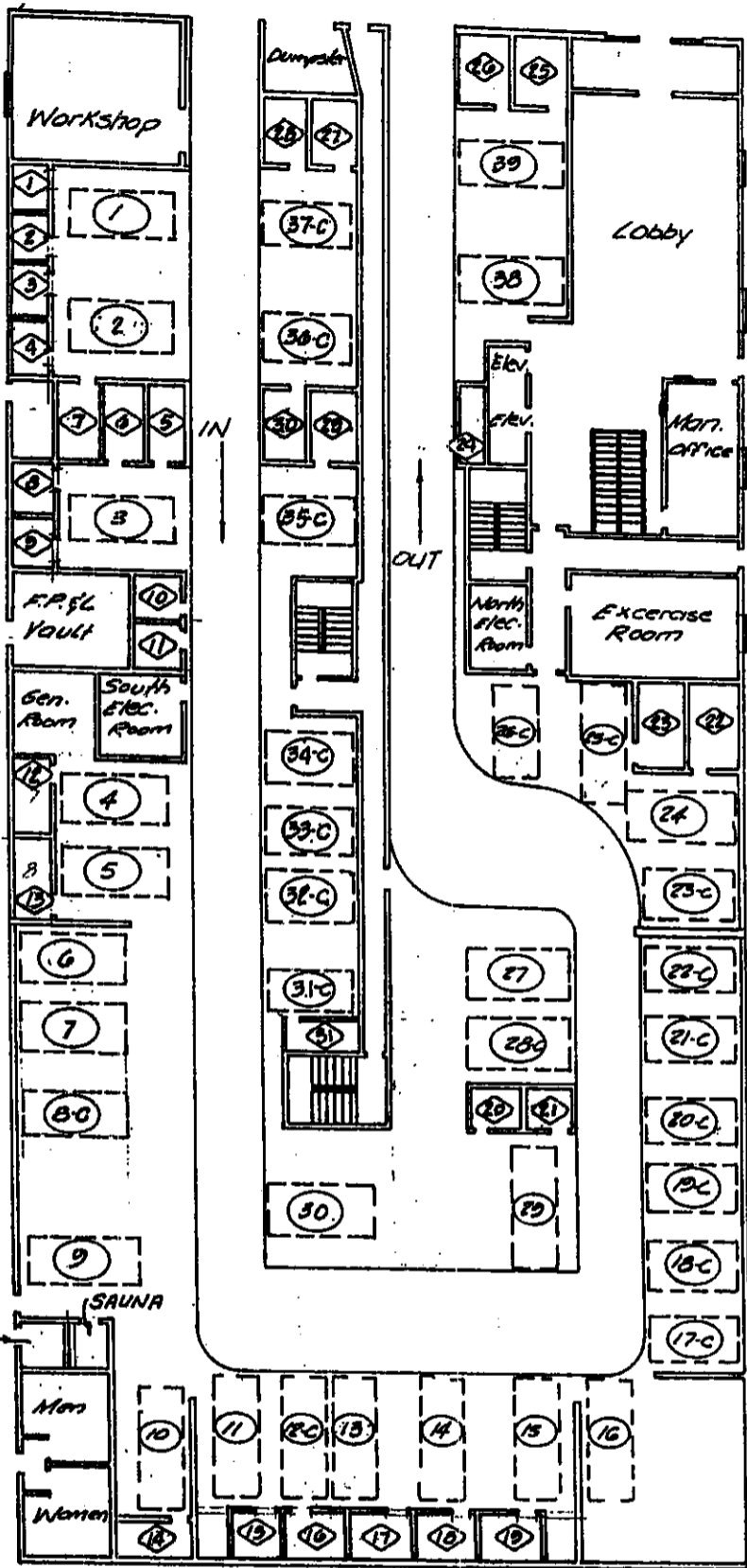
1. SEE SHEET 4 FOR THE CONTINUATION OF SITE PLAN.
2. SEE SHEET 5 FOR SURVEYOR'S NOTES FOR PLOT PLAN.

LEGAL DESCRIPTION OF CONDOMINIUM OWNED LAND:

THAT PORTION OF TRACTS 5 AND 6 AS SHOWN ON THE PLAT OF RESUBDIVISION OF THE SOUTH HALF OF BLOCKS 19 AND 20, AND ALL OF BLOCKS 21 TO 32, INCLUSIVE, PLAT OF SEA CREST BEACH RECORDED IN PLAT BOOK 9 AT PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING NORTH OF THE CENTERLINE OF THE VACATED ASTOR AVENUE AS SHOWN ON THE AFORESAID PLAT, LESS THE NORTH 15.0 FEET THEREOF; SAID PARCEL ALSO BEING DESCRIBED AS FOLLOWS: BEGIN AT A POINT WHICH IS ON THE EAST LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 140, AND 15 FEET SOUTH BY RIGHT ANGLE MEASUREMENT FROM THE NORTH LINE OF TRACT NO. 5 OF MILDRED E. SCALES AS SHOWN ON PLAT OF THE RESUBDIVISION OF PART OF SEA CREST BEACH RECORDED IN PLAT BOOK 9, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE FOR A FIRST COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED GO EASTERLY PARALLEL TO AND MAINTAINING A DISTANCE OF 15 FEET SOUTH OF THE SAID NORTH LINE OF TRACT NO. 5 AFORESAID TO THE WEST LINE OF THE DRIVING AND BATHING BEACH OF THE ATLANTIC OCEAN AS SHOWN ON SAID PLAT OF THE RESUBDIVISION OF PART OF SEA CREST BEACH; THENCE FOR THE SECOND COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED GO SOUTHERLY ALONG THE SAID WEST LINE OF SAID DRIVING AND BATHING BEACH TO A POINT 315 FEET SOUTH BY RIGHT ANGLE MEASUREMENT FROM THE FIRST COURSE AFORESAID OF THE PROPERTY TO BE CONVEYED BY THIS DEED (SUCH RIGHT ANGLE BEING TURNED OFF OF SAID FIRST COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED); THENCE FOR THE THIRD COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED GO WESTERLY PARALLEL TO AND MAINTAINING A DISTANCE OF 315 FEET SOUTH OF THE SAID FIRST COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED TO THE EAST LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 140 AFORESAID; THENCE FOR THE FOURTH COURSE OF THE PROPERTY TO BE CONVEYED BY THIS DEED GO NORTHERLY ALONG THE EAST LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 140 AFORESAID TO POINT OF BEGINNING. TOGETHER WITH ALL UPLANDS, SUBMERGED LANDS, SHORE RIGHTS, LITTORAL RIGHTS AND RIPARIAN RIGHTS THEREUNTO APPERTAINING. NO WARRANTIES OF TITLE CONTAINED IN THIS DEED SHALL EXTEND TO OR BE APPLICABLE TO ANY PROPERTY BELOW ORDINARY HIGH WATER MARK. THIS LAND ALSO KNOWN AS TRACT NO. 5 OF MILDRED E. SCALES AS SHOWN ON THE PLAT OF THE RESUBDIVISION OF PART OF SEA CREST BEACH RECORDED IN PLAT BOOK 9, PAGE 27 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LESS THE NORTH 15 FEET THEREOF.

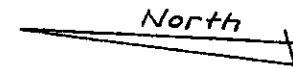
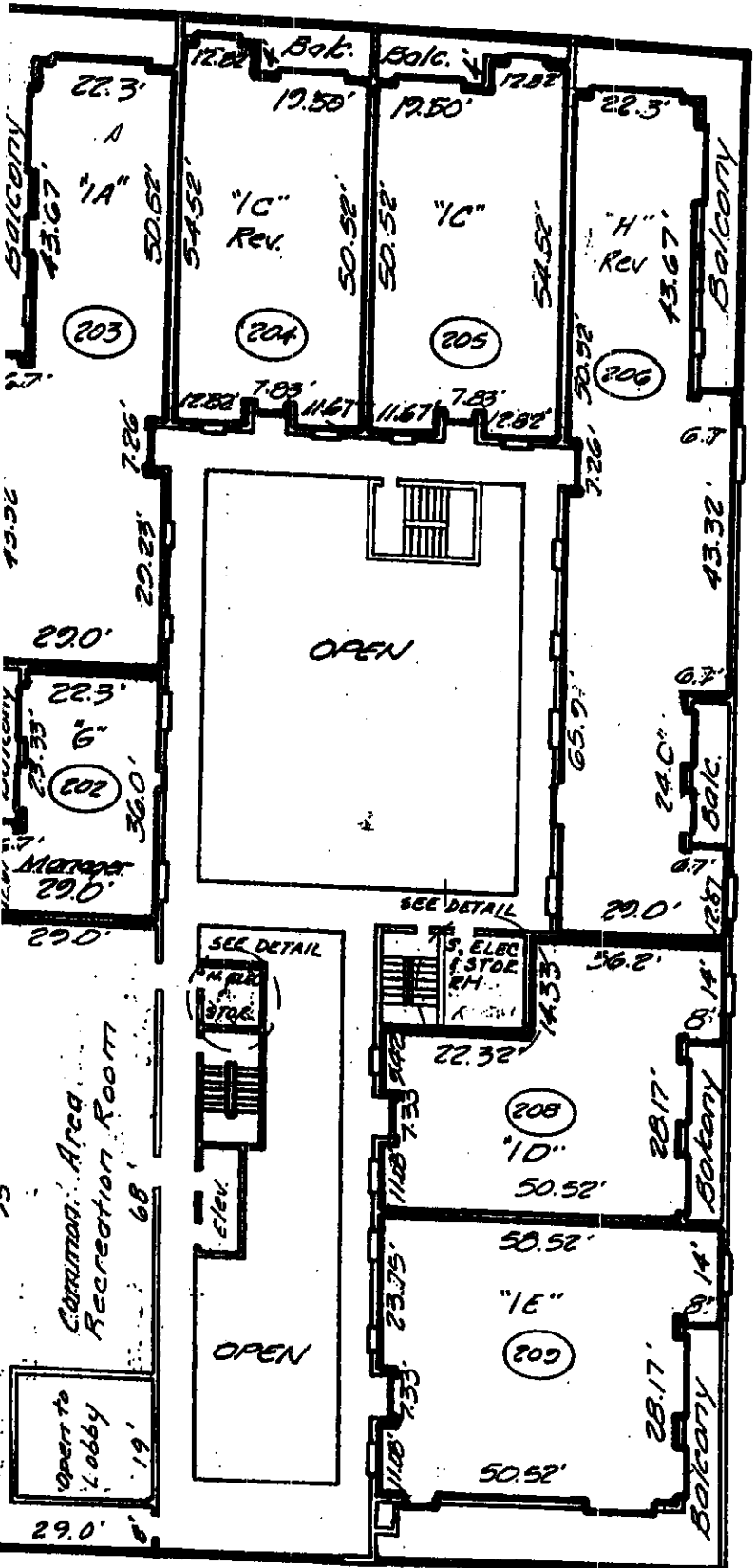
SURVEYOR'S NOTES FOR SHEETS 3 AND 4:

1. XANADU, A CONDOMINIUM CONTAINS 108 UNITS IN ONE 15 STORY BUILDING APPROXIMATELY 147 FEET IN HEIGHT.
2. THE GARAGE SPACES SHOWN ON SHEETS 3 AND 6 AND THE STORAGE AREAS SHOWN ON SHEET 6 IN THIS EXHIBIT ARE COMMON ELEMENTS OF THE CONDOMINIUM LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
3. THE BALANCE OF THE DEVELOPMENT CONSISTS OF DRIVEWAYS, WALKWAYS AND OPEN AREAS.
4. THE TENNIS COURT AND THE POOL SHOWN ON SHEETS 3 AND 4 AND THE RECREATION ROOM SHOWN ON SHEET 7 ARE COMMON ELEMENTS OF THE CONDOMINIUM.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE GRAPHIC PLOT PLAN SHOWN WAS TAKEN FROM AN APPROVED ENGINEERING SITE PLAN PREPARED BY ALLEN ENGINEERING, INC.
7. THIS EXHIBIT WAS PREPARED UNDER THE DIRECTION OF JOHN R. CAMPBELL, P.L.S.
8. LOAD BEARING COLUMNS OR WALLS LOCATED WITHIN THE PARIMETRICAL BOUNDARIES OF UNITS ARE COMMON ELEMENTS.

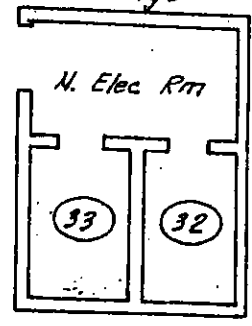


SURVEYOR'S NOTES:

1. THE NUMBERED GARAGE SPACES ARE SHOWN (1) THRU (39), INCLUSIVE AND STORAGE AREAS NUMBERED (1) THRU (31) ARE COMMON ELEMENTS LIMITED TO THE USE OF CERTAIN UNITS AS SET FORTH IN THE DECLARATION.
2. THE FINISHED FLOOR ELEVATION IS 12.5 FEET.
3. THE FINISHED CEILING ELEVATION IS 21.17 FEET.
4. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.

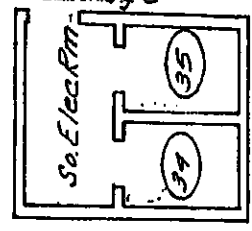


Detail for N. Elec Rm & Storage



Storage 7.67' X 5.0'

Detail for So. Elec Rm & Storage

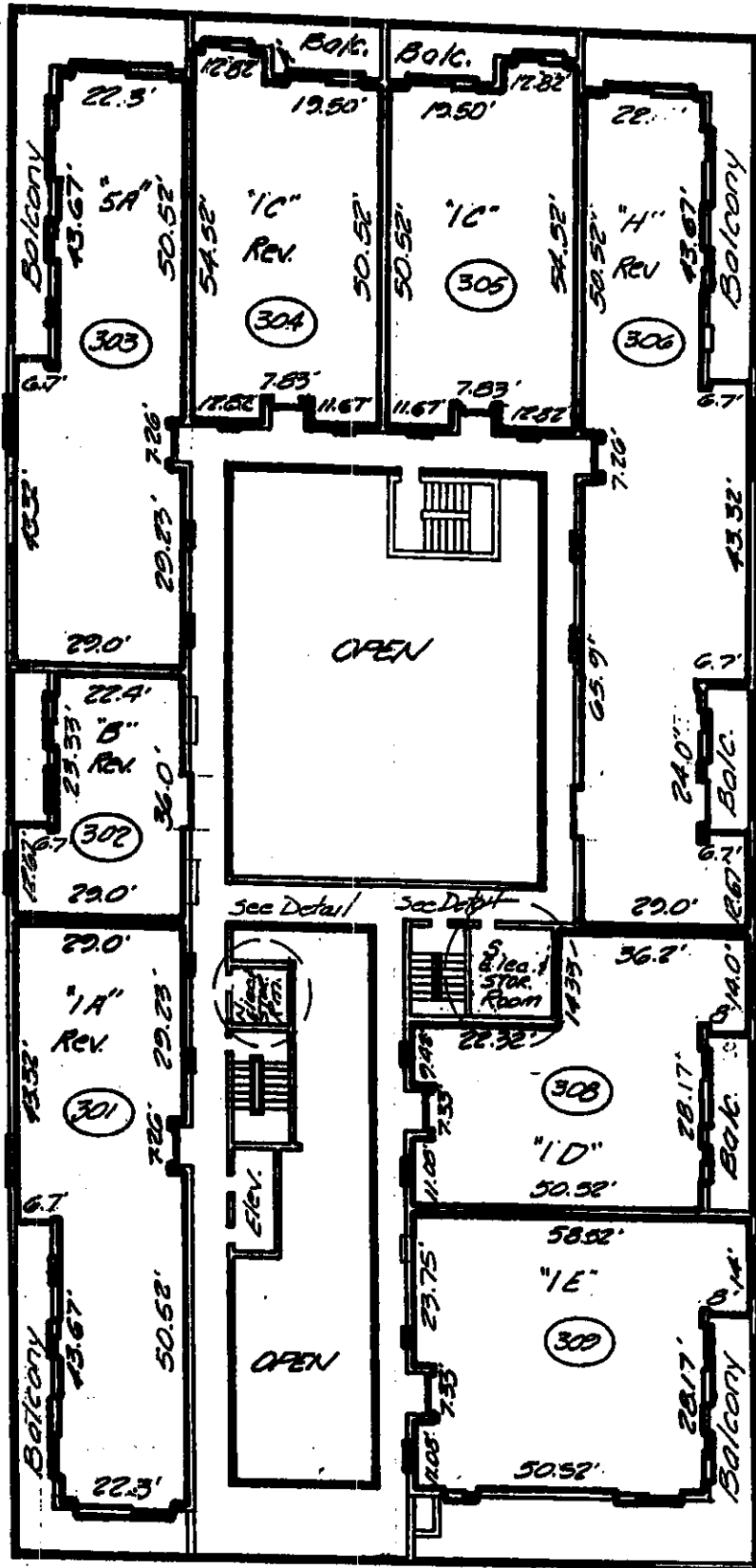


Storage 6.67' X 4.0'

2nd. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE SECOND FLOOR FINISHED FLOOR ELEVATION IS 21.83 FEET.
2. THE SECOND FLOOR FINISHED CEILING ELEVATION IS 30.5 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLANS.
8. ——— INDICATES LIMITS OF UNITS.
9. (204) INDICATES UNIT NUMBER DESIGNATION.
10. THE RECREATION ROOM SHOWN IS A COMMON ELEMENT OF THE CONDOMINIUM.
11. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.



3rd. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE THIRD FLOOR FINISHED FLOOR ELEVATION IS 31.25 FEET.
2. THE THIRD FLOOR FINISHED CEILING ELEVATION IS 39.92 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. 304 INDICATES LIMITS OF THE UNIT.
9. 304 INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

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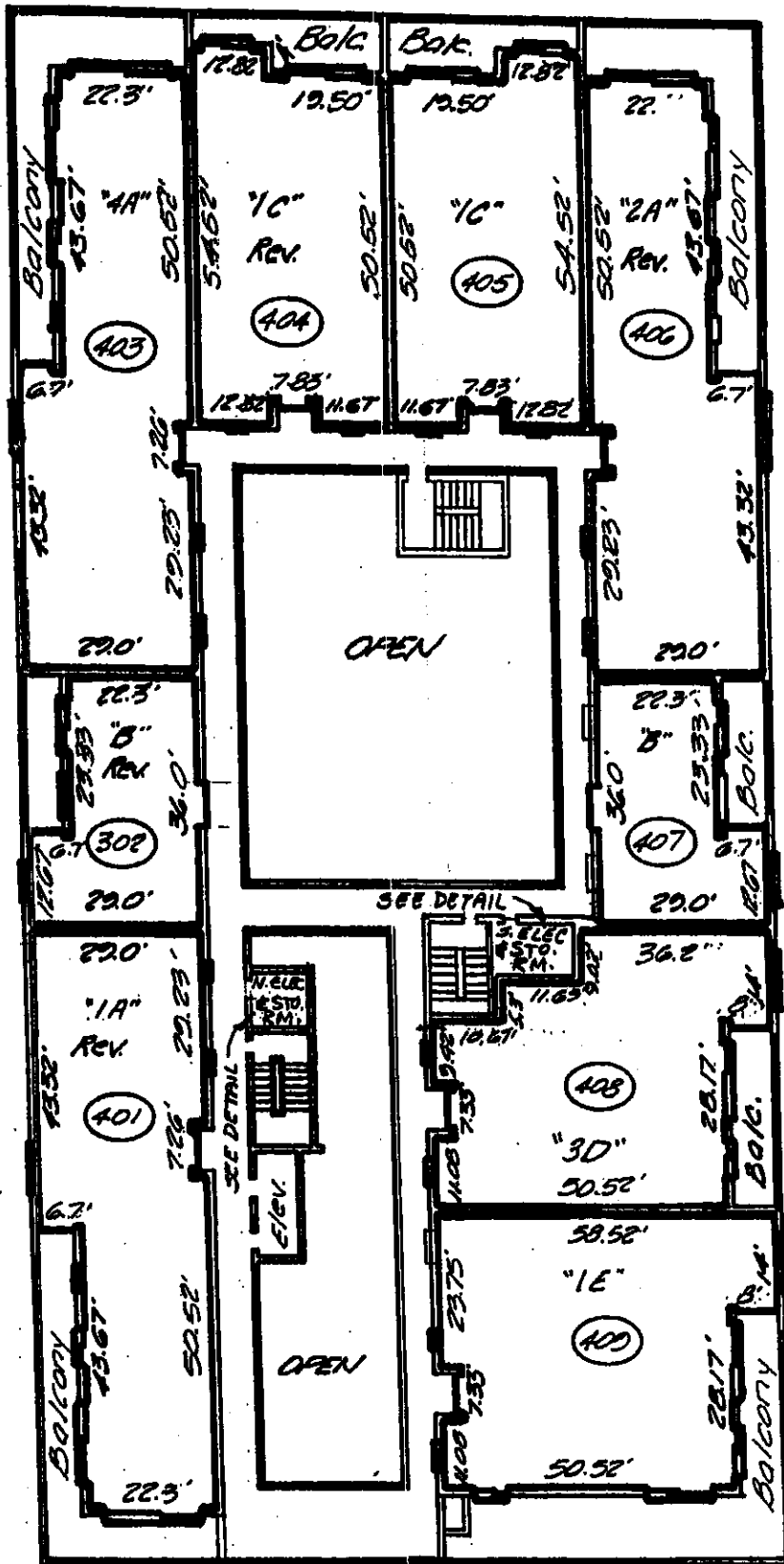
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ENGINEERING, INC.
BEACH, FLORIDA

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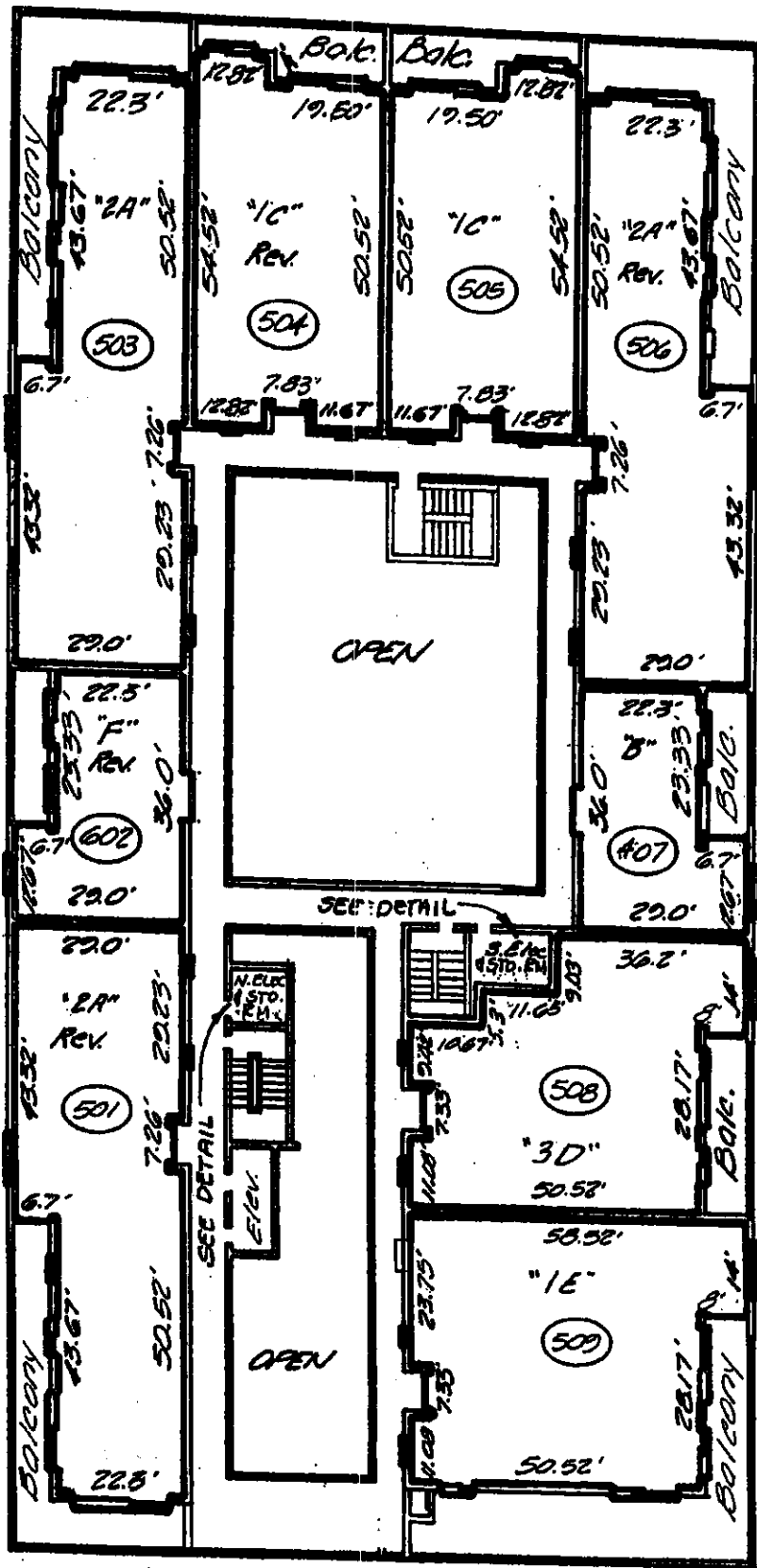
SHEET 2



4th. FLOOR PLAN

SURVEYOR'S NOTES:

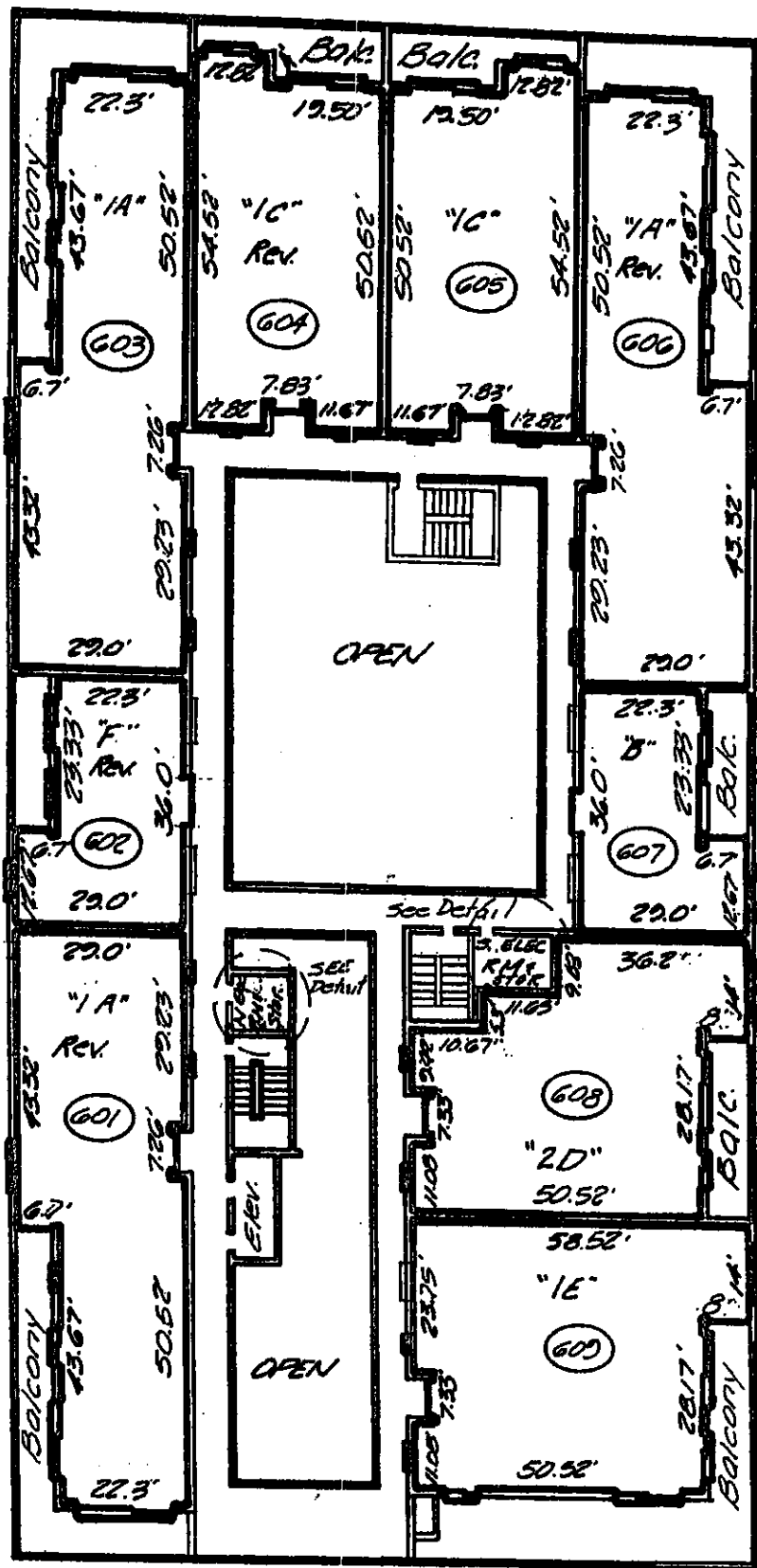
1. THE FOURTH FLOOR FINISHED FLOOR ELEVATION IS 40.67 FEET.
2. THE FOURTH FLOOR FINISHED CEILING ELEVATION IS 49.34 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. ——— INDICATES LIMITS OF THE UNIT.
9. (403) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.



5th. FLOOR PLAN

SURVEYOR'S NOTES:

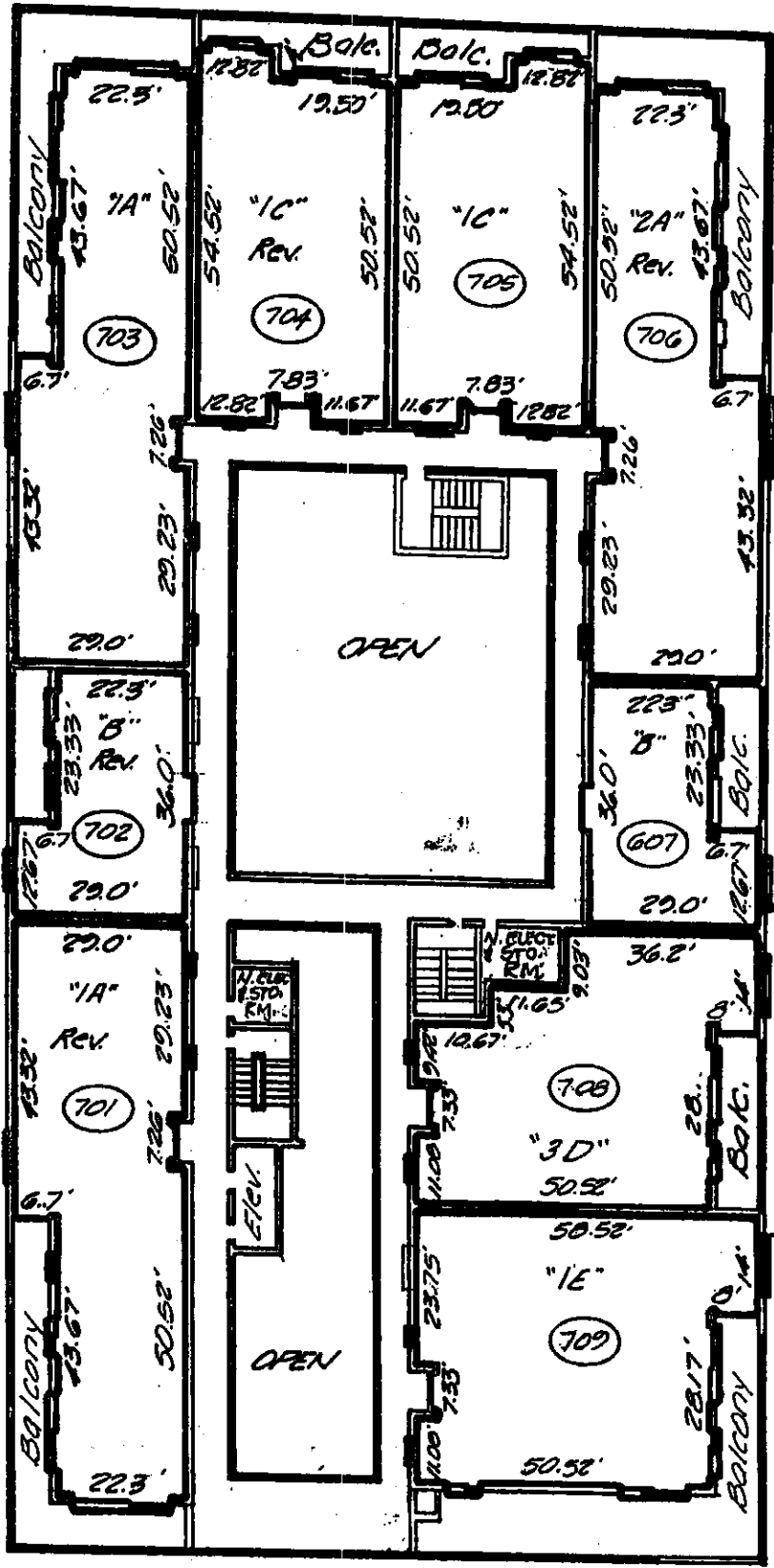
1. THE FIFTH FLOOR FINISHED FLOOR ELEVATION IS 50.09 FEET.
2. THE FIFTH FLOOR FINISHED CEILING ELEVATION IS 58.76 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. ——— INDICATES LIMITS OF THE UNIT.
9. (502) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSION SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.



6th. FLOOR PLAN

SURVEYOR'S NOTES:

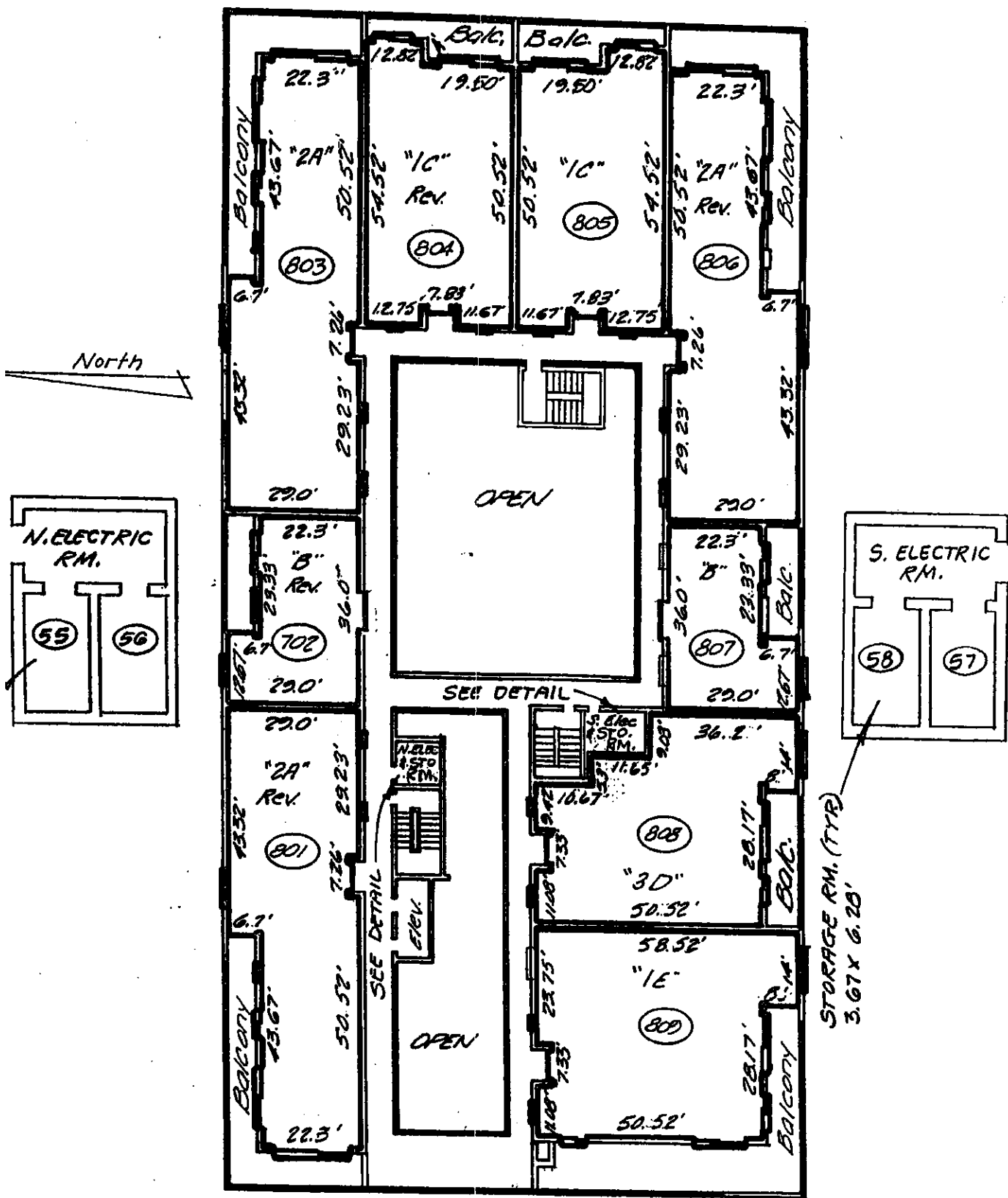
1. THE SIXTH FLOOR FINISHED FLOOR ELEVATION IS 59.51 FEET.
2. THE SIXTH FLOOR FINISHED CEILING ELEVATION IS 68.18 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. _____ INDICATES LIMITS OF THE UNIT.
9. (601) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.



7th. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE SEVENTH FLOOR FINISHED FLOOR ELEVATION IS 68.93 FEET.
2. THE SEVENTH FLOOR FINISHED CEILING ELEVATION IS 77.6 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. INDICATES LIMITS OF THE UNIT.
9. (703) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

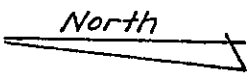
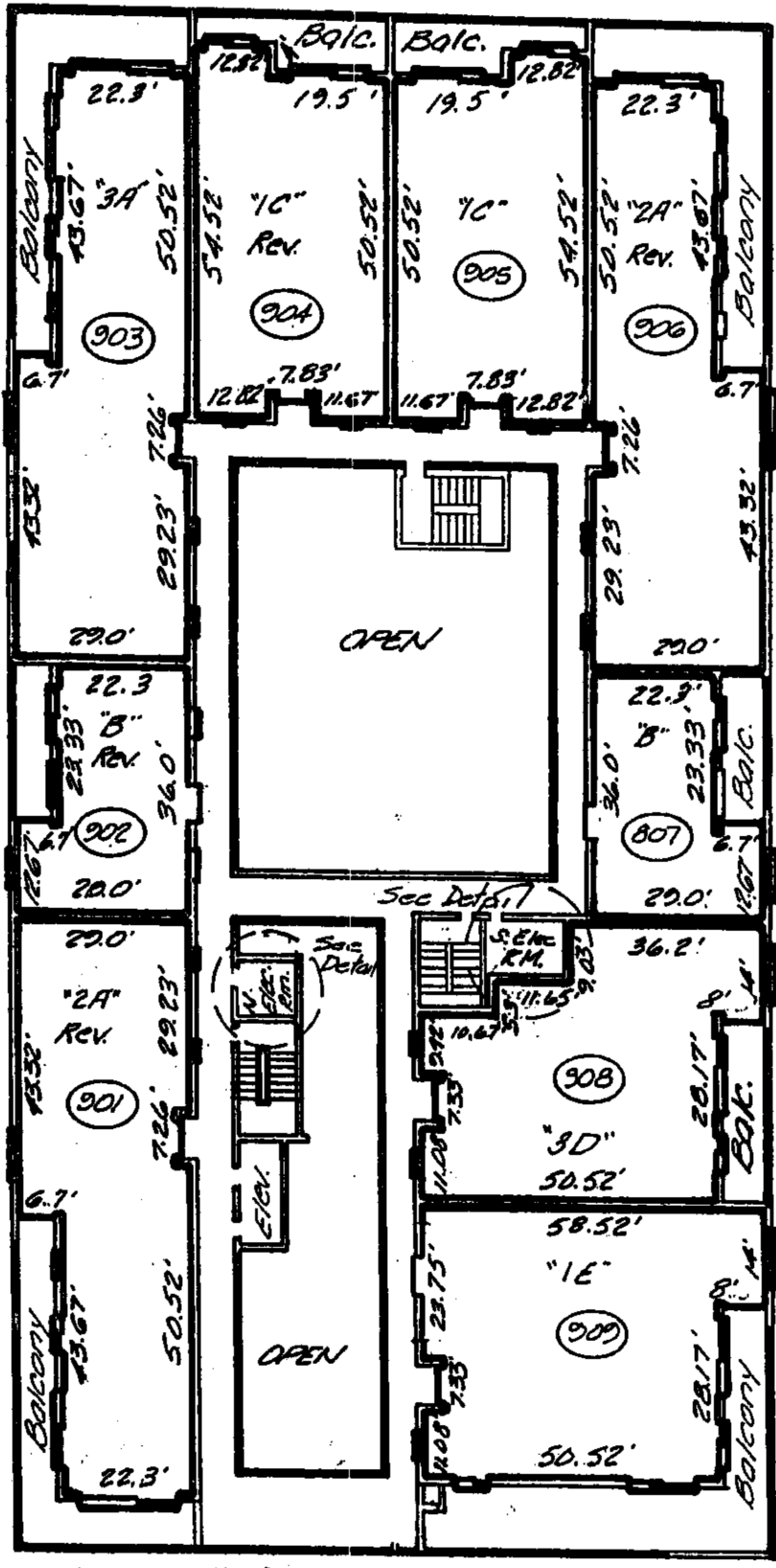


8th. FLOOR PLAN

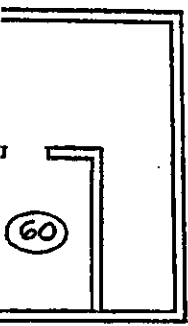
SURVEYOR'S NOTES:

1. THE EIGHTH FLOOR FINISHED FLOOR ELEVATION IS 78.35 FEET.
2. THE EIGHTH FLOOR FINISHED CEILING ELEVATION IS 87.02 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. **---** INDICATES LIMITS OF THE UNIT.
9. **(804)** INDICATES UNIT NUMBER DESIGNATION.

10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

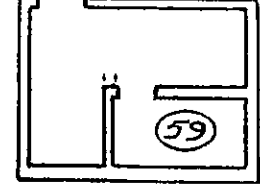


Detail for N. Elec. Rm. & Storage



Storage 7.67' x 7.67'

Detail for S. Elec. Rm. & Stor.



Storage 7.16' x 3.75'

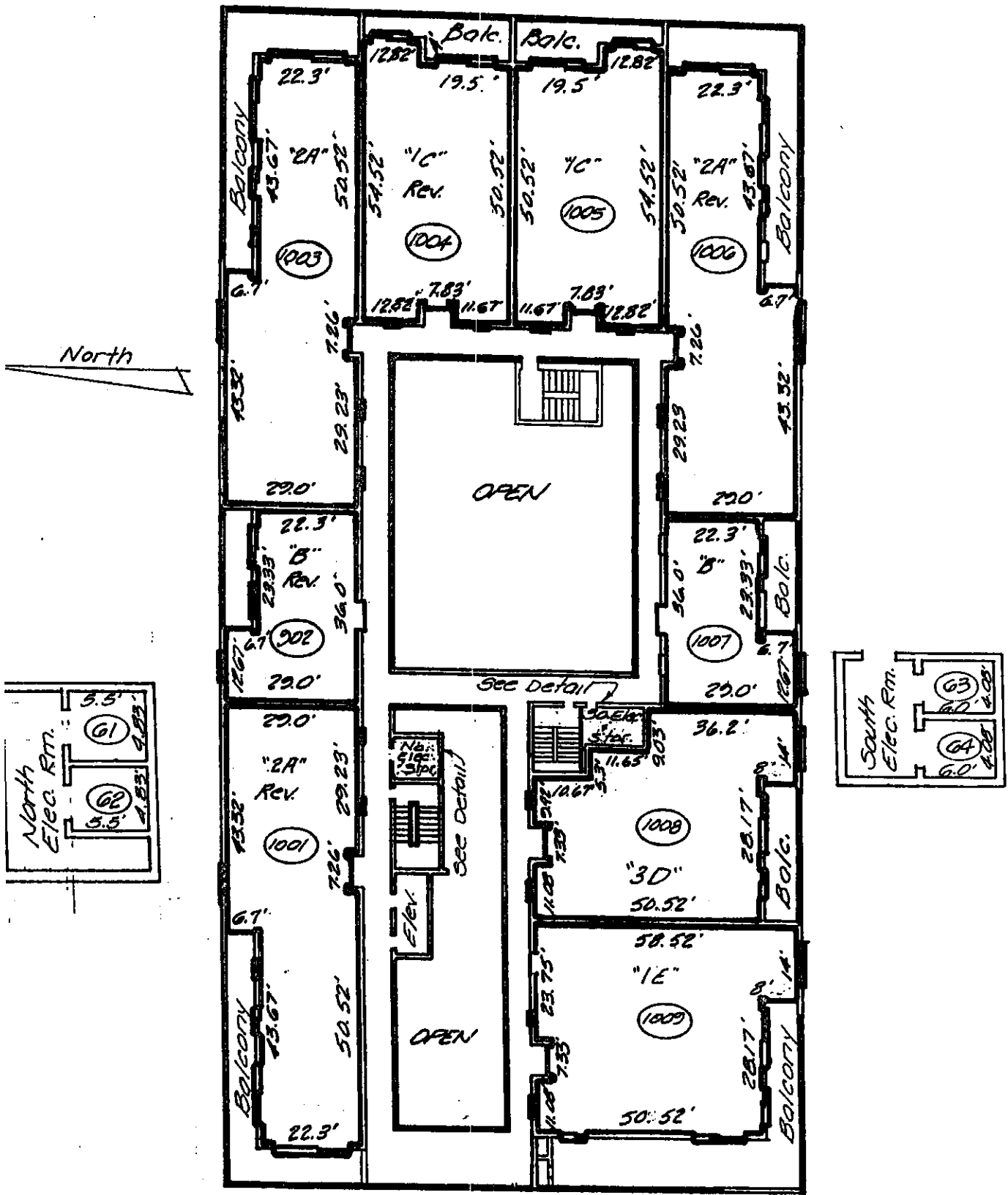
9th. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE NINTH FLOOR FINISHED FLOOR ELEVATION IS 87.77 FEET.
2. THE NINTH FLOOR FINISHED CEILING ELEVATION IS 96.44 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. _____ INDICATES LIMITS OF THE UNIT.
9. (902) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

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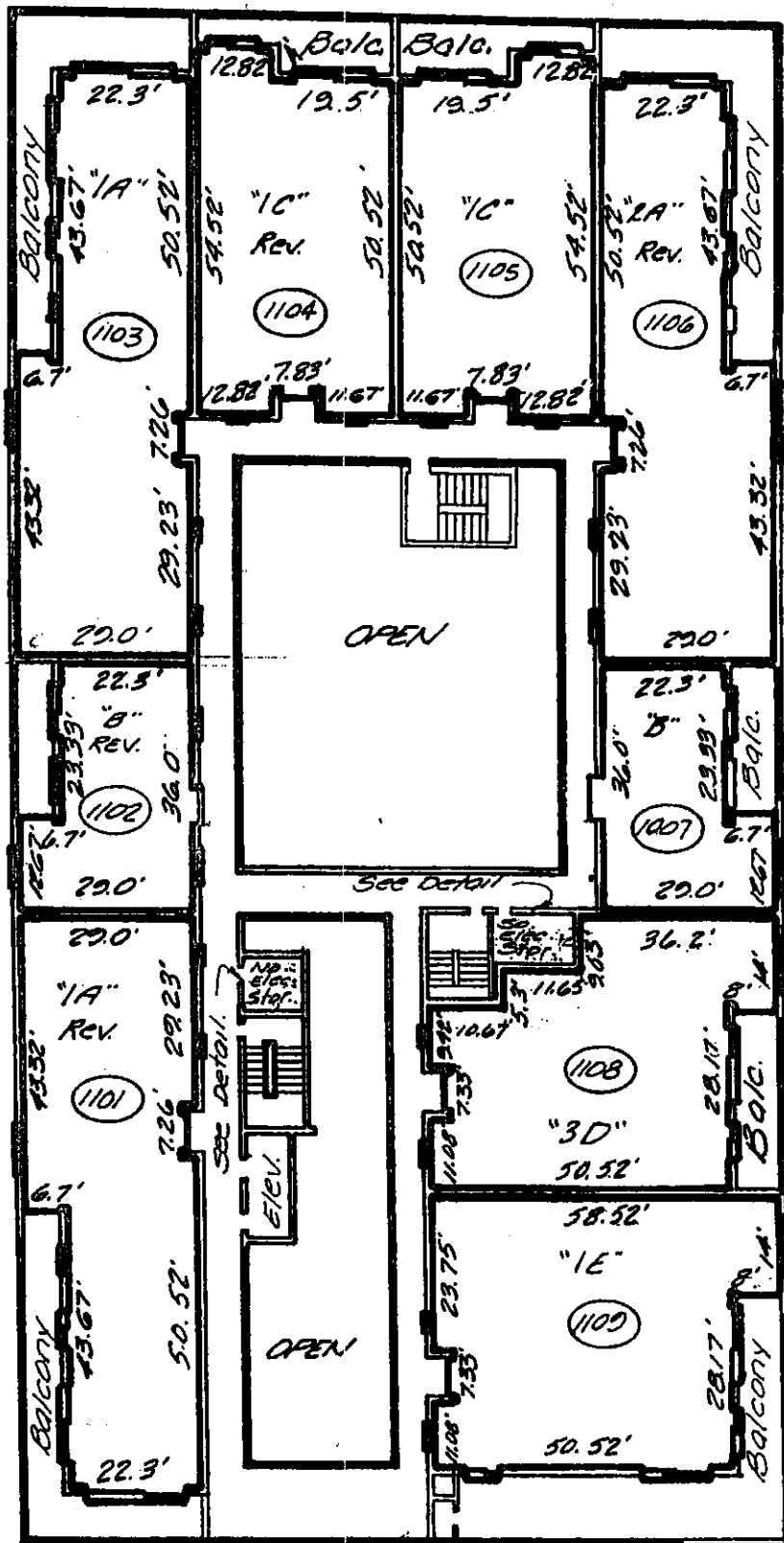


10th. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE TENTH FLOOR FINISHED FLOOR ELEVATION IS 97.19 FEET.
2. THE TENTH FLOOR FINISHED CEILING ELEVATION IS 105.86 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. INDICATES LIMITS OF THE UNIT.
9. 1007 INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

XANADU A CONDOMINIUM



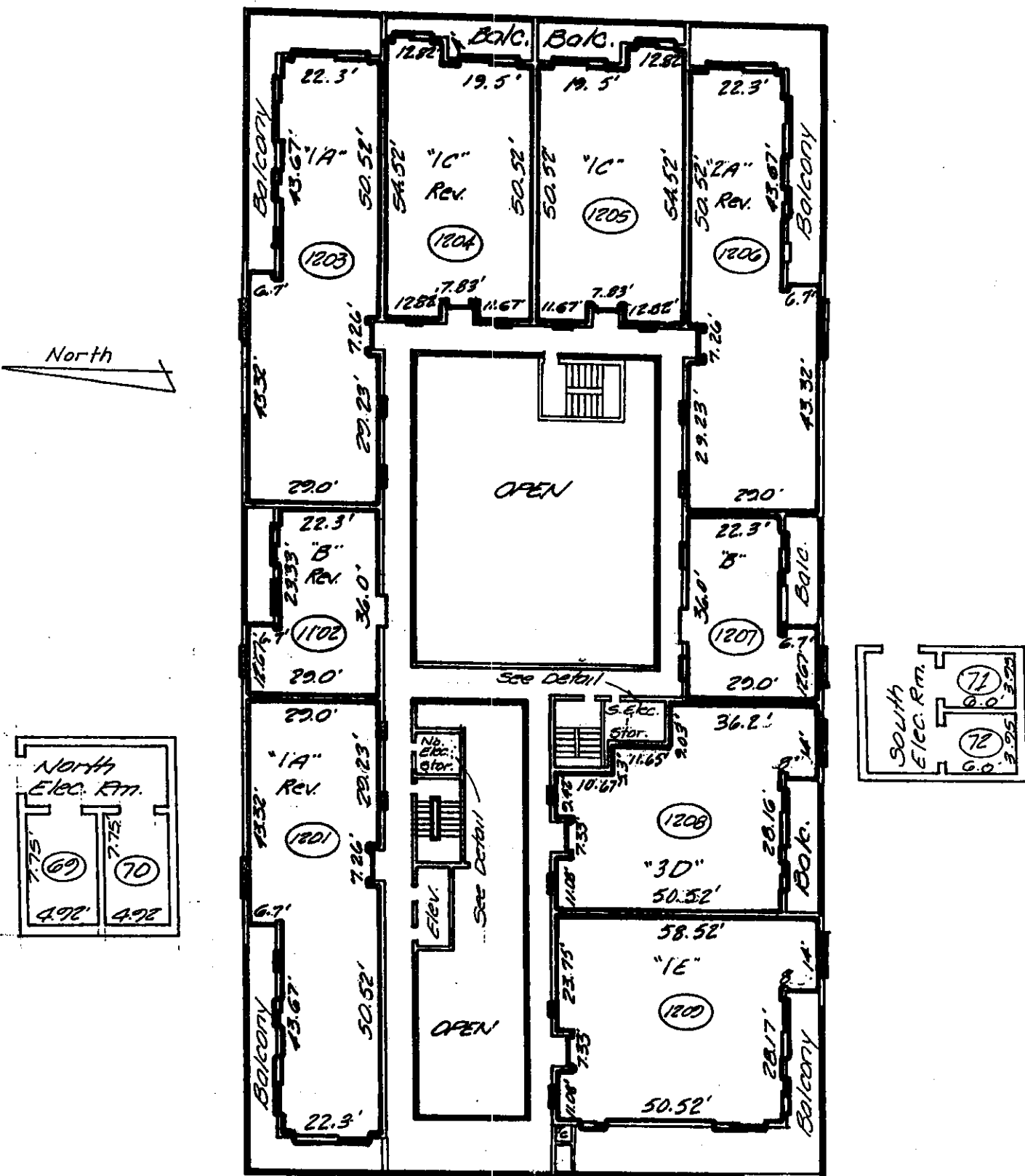
11th. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE ELEVENTH FLOOR FINISHED FLOOR ELEVATION IS 106.61 FEET.
2. THE ELEVENTH FLOOR FINISHED CEILING ELEVATION IS 115.28 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. INDICATES LIMITS OF THE UNIT.
9. (1103) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

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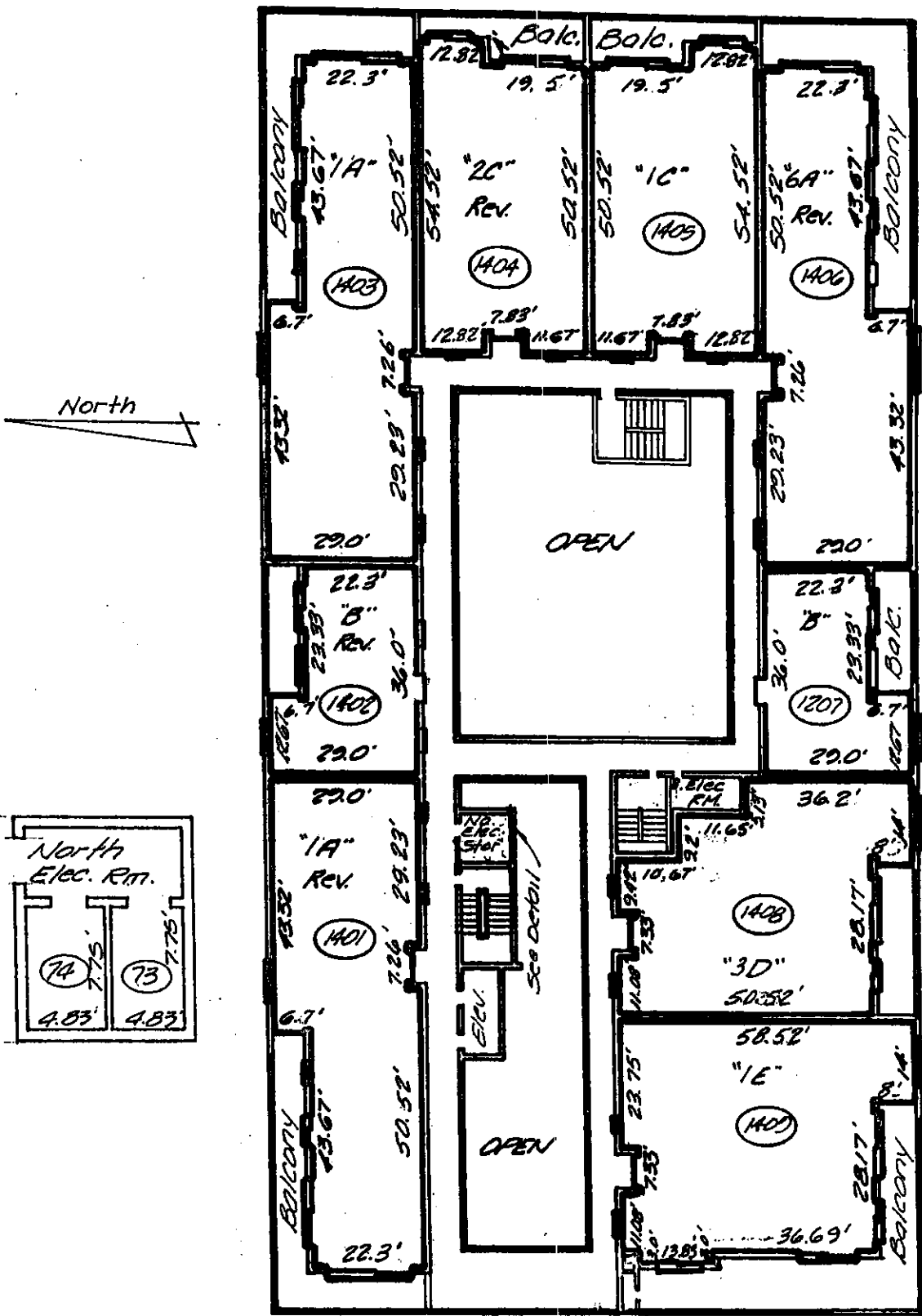


12th. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE TWELFTH FLOOR FINISHED FLOOR ELEVATION IS 116.03 FEET.
2. THE TWELFTH FLOOR FINISHED CEILING ELEVATION IS 24.70 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. INDICATES LIMITS OF THE UNIT.
9. INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

ANNAPOLIS CONDOMINIUM



14th. FLOOR PLAN

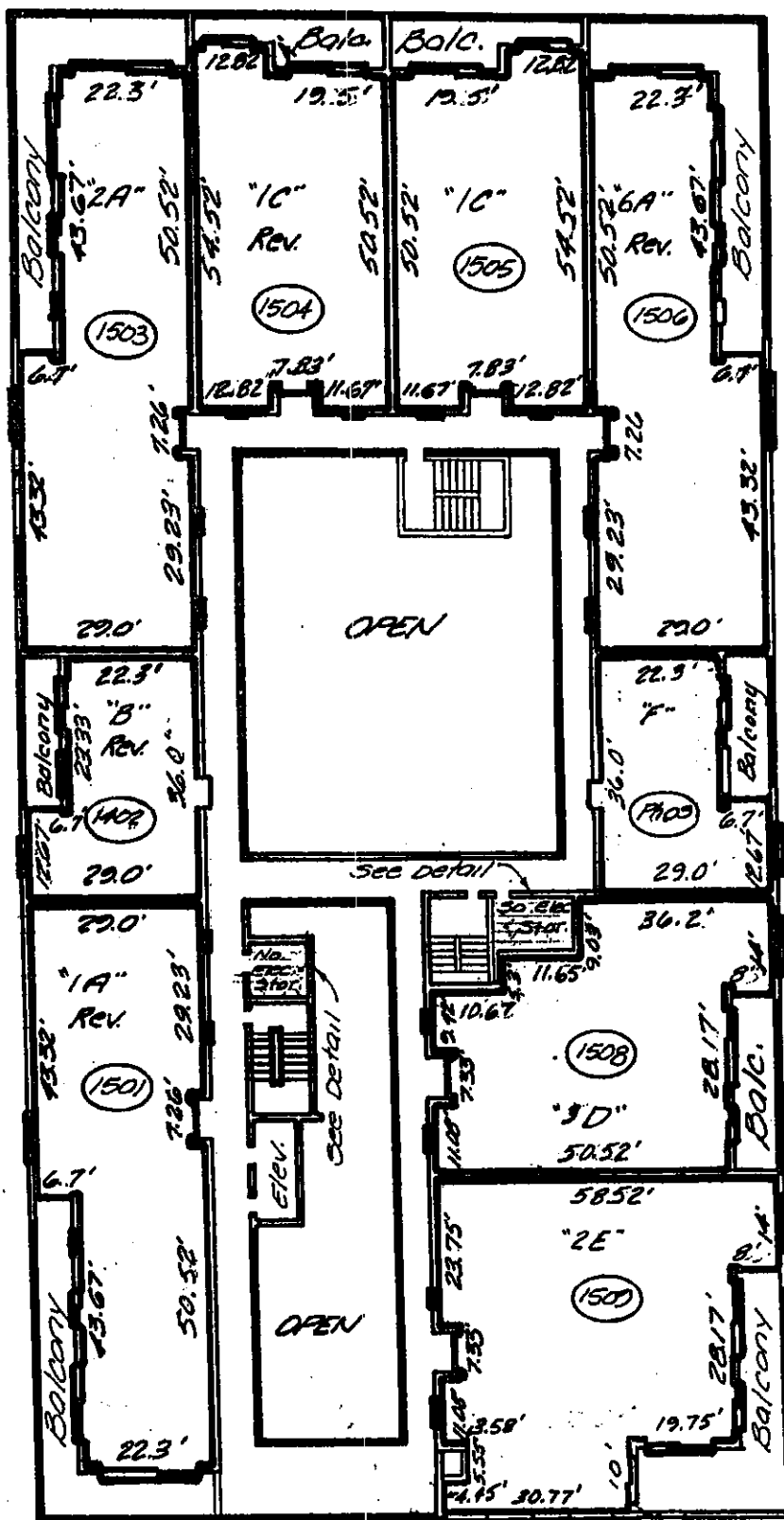
SURVEYOR'S NOTES:

1. THE FOURTEENTH FLOOR FINISHED FLOOR ELEVATION IS 125.45 FEET.
2. THE FOURTEENTH FLOOR FINISHED CEILING ELEVATION IS 134.12 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. ——— INDICATES LIMITS OF THE UNIT.
9. (1401) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

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CANADA CONDOMINIUM



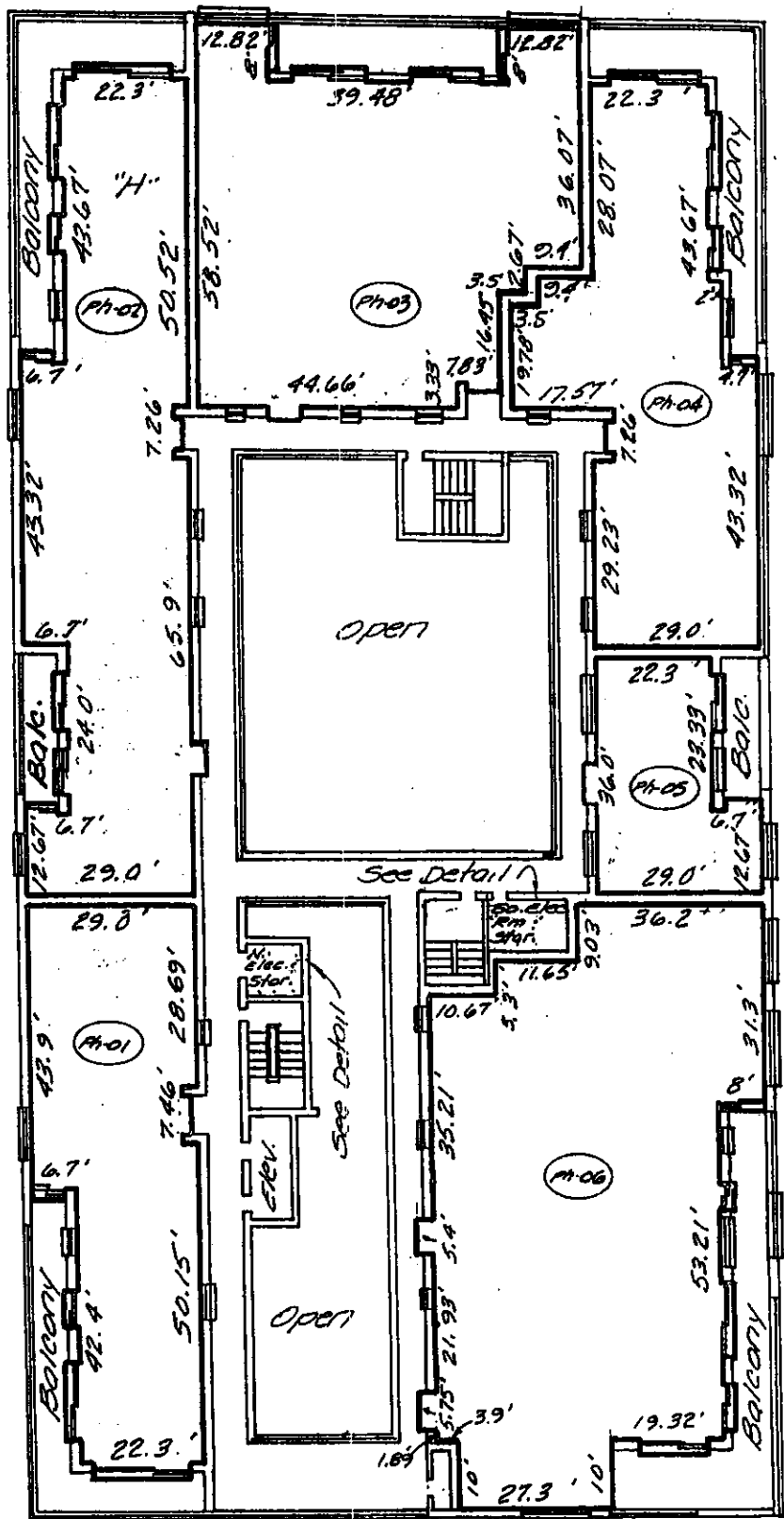
15th. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE FIFTEENTH FLOOR FINISHED FLOOR ELEVATION IS 134.87 FEET.
2. THE FIFTEENTH FLOOR FINISHED CEILING ELEVATION IS 143.54 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. ——— INDICATES LIMITS OF THE UNIT.
9. (1503) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

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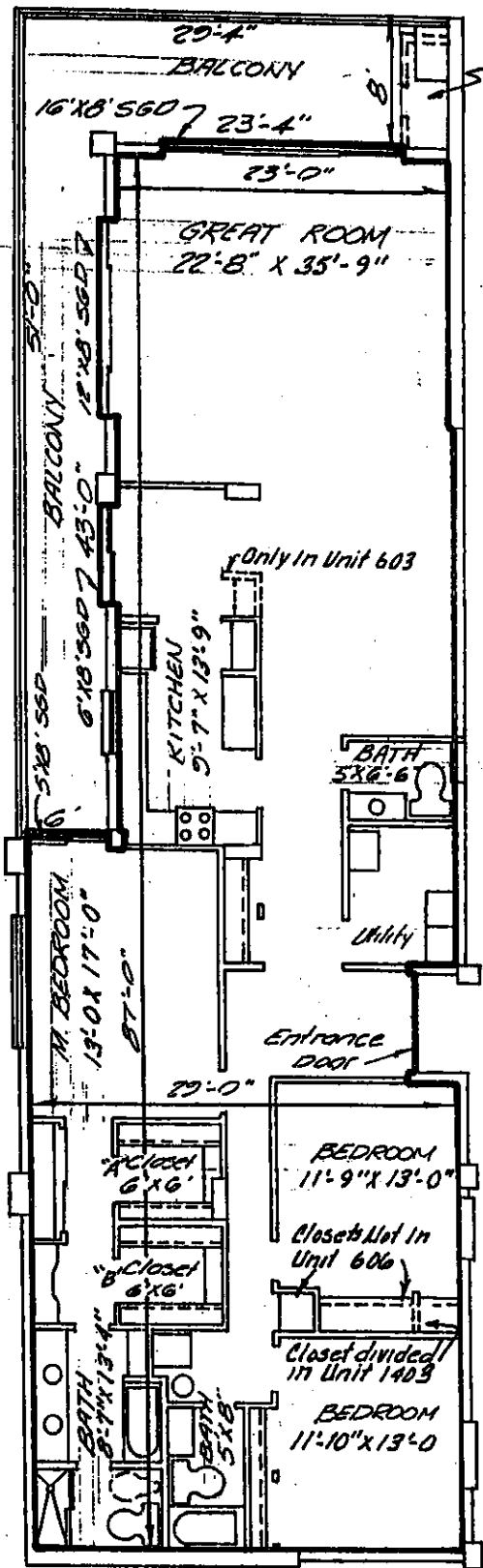
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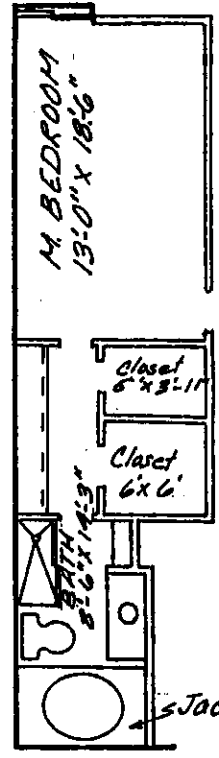
PENTHOUSE FLOOR PLAN

SURVEYOR'S NOTES:

1. THE PENTHOUSE FLOOR FINISHED FLOOR ELEVATION IS 144.29 FEET.
2. THE PENTHOUSE FLOOR FINISHED CEILING ELEVATION IS 153.62 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. ——— INDICATES LIMITS OF THE UNIT.
9. (PH-01) INDICATES UNIT NUMBER DESIGNATION.



6'-9" x 3'-0" Storage Room
in Units 1101, 1103, 1201, 1203, 1401, 1501, 1403.



Detail for Unit 1403

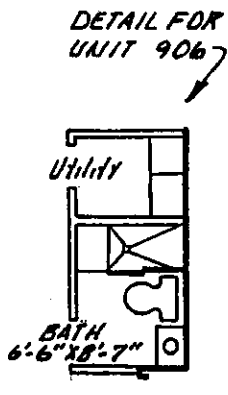
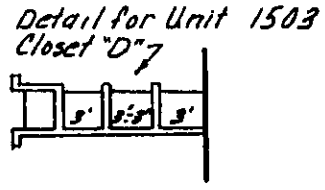
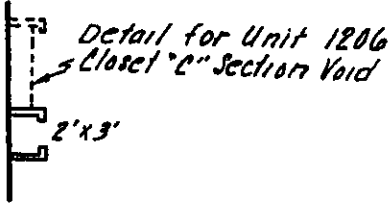
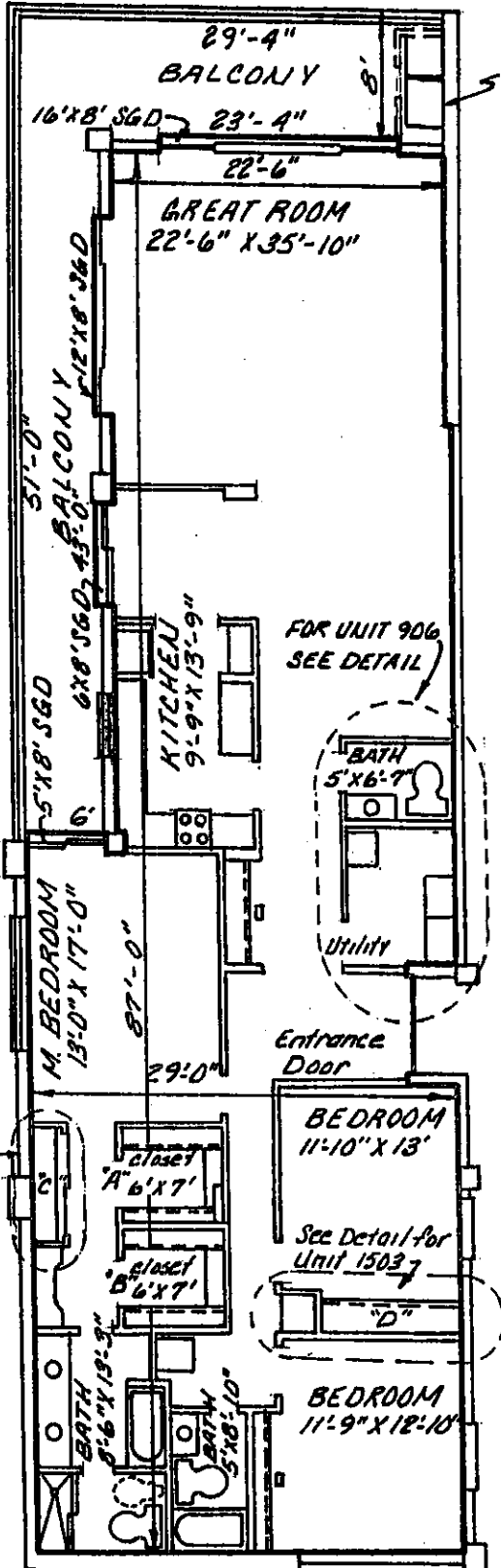
Note - Closets "A" & "B" are 7'-1" x 6'-0" in Units 1101, 1103, 1201, 1203, 1401, 1501.

Note - Bidets in Units 203, 301, 401, 601, 603, 606, 701, 1101, 1103, 1201, 1203, 1401, 1501.

TYPICAL UNIT "1A"

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. ——— INDICATES LIMITS OF UNIT.
5. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
6. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.



See Detail for Unit 1206

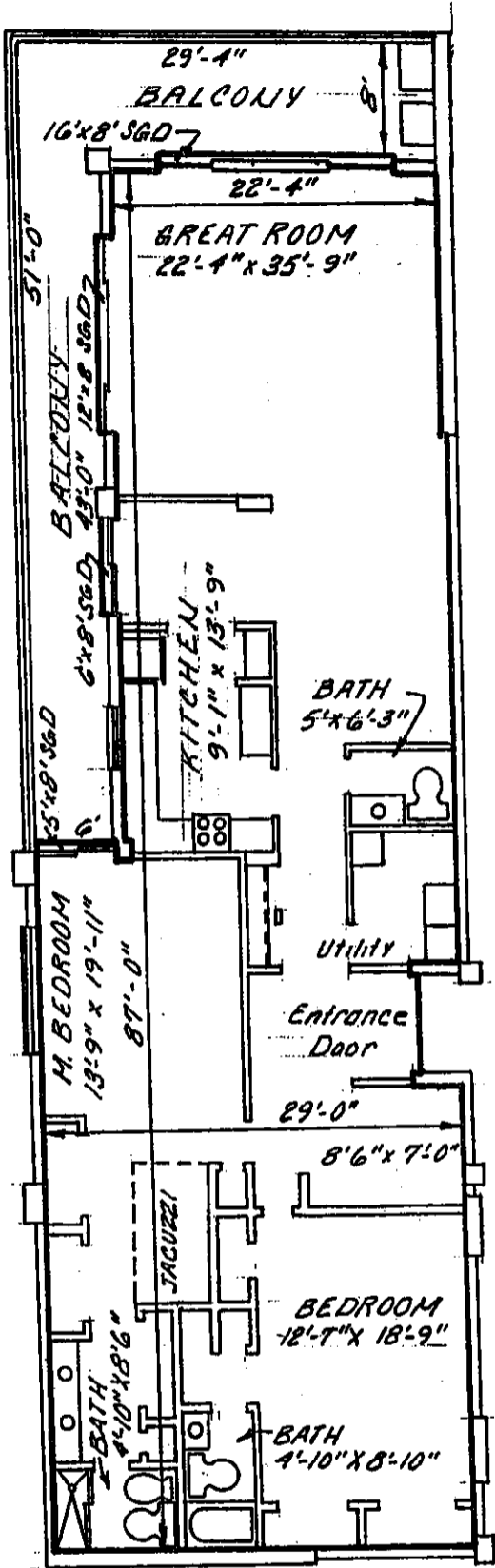
NOTE- CLOSET "A" NOT IN UNIT 406, 1106, 1206, 1503.
M. BEDROOM DIMENSIONS 23'-9" X 13'-0"

Note Bidets in Units 406, 501, 503, 506, 705, 801, 803, 806, 1001, 1003, 1006, 1106, 1206, 1503.

TYPICAL UNIT "2A"

SURVEYOR'S NOTES:

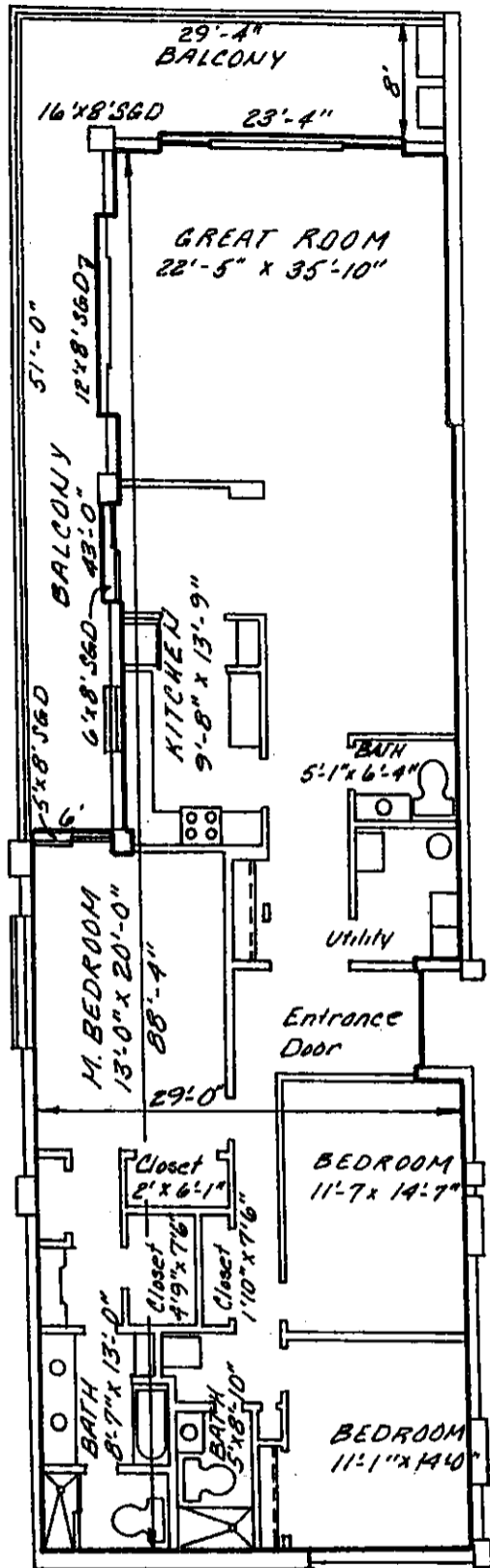
1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT OF THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.



TYPICAL UNIT "3A"

SURVEYOR'S NOTES:

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. ——— INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT OF THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.



TYPICAL UNIT "4A"

SURVEYOR'S NOTES:

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT OF THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.

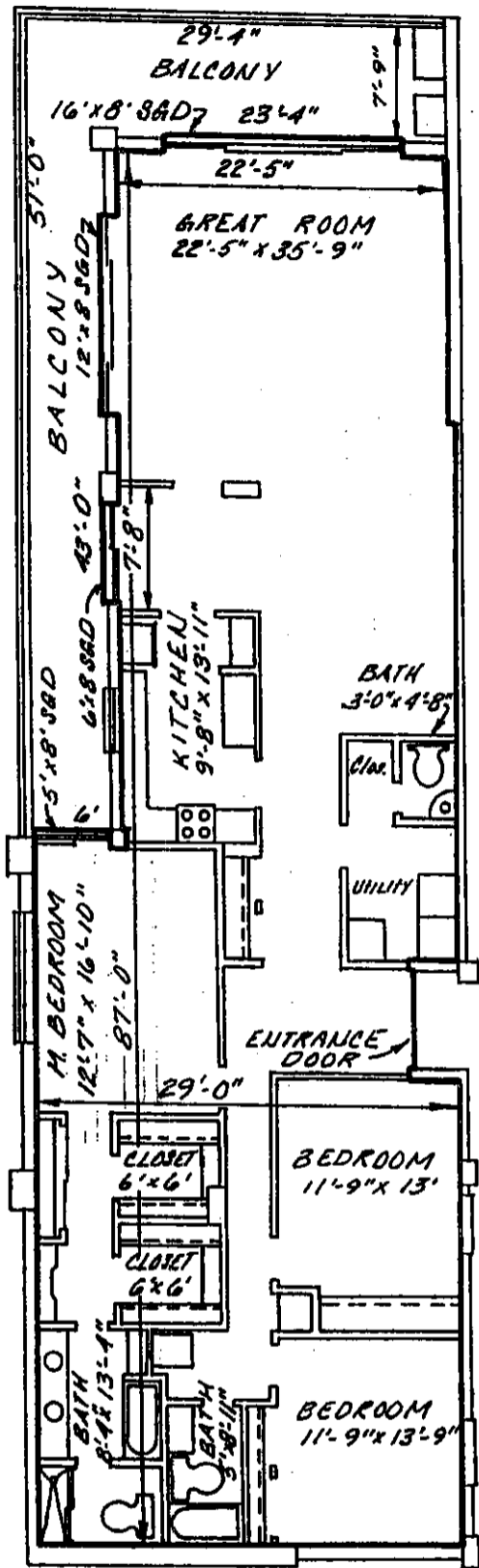
ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 MARCH 7, 1983

EXHIBIT "A"

SHEET 24

OFF. REC.
 2417

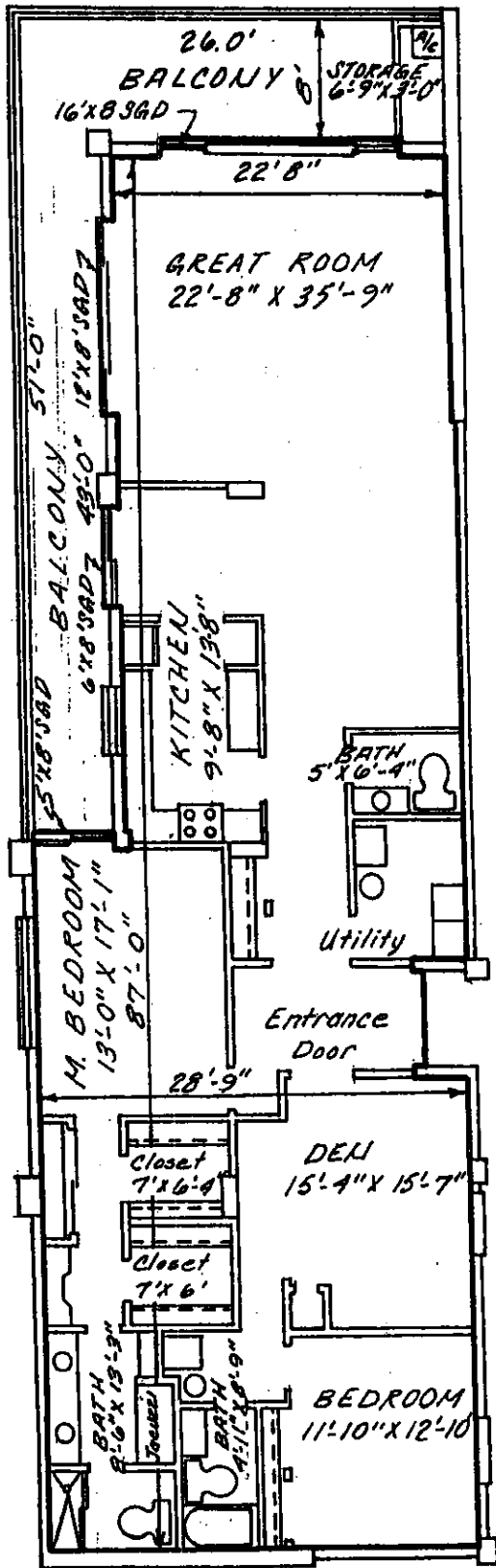
PAGE
 1872



TYPICAL UNIT "5A"

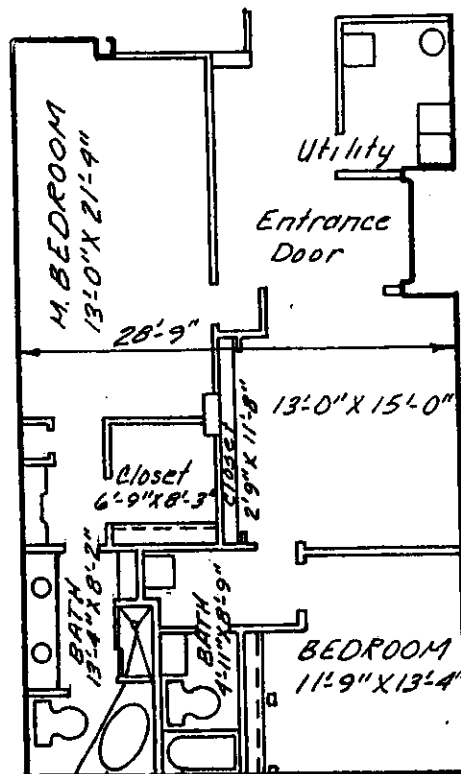
SURVEYOR'S NOTES:

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT OF THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.



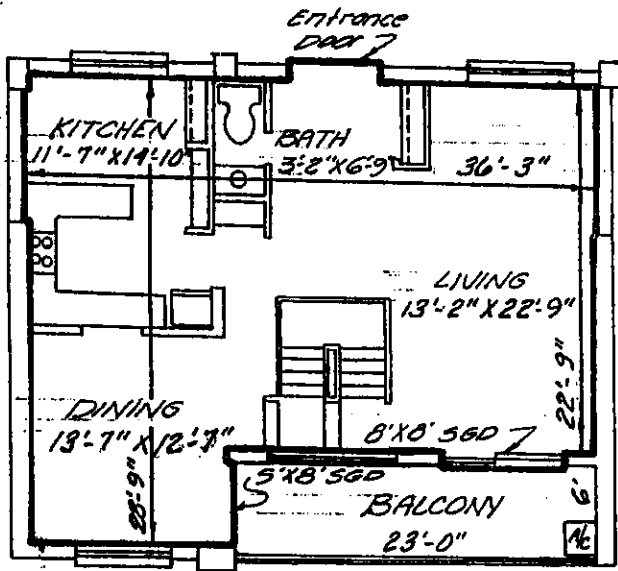
TYPICAL UNIT "6A"

Detail for Unit 1506



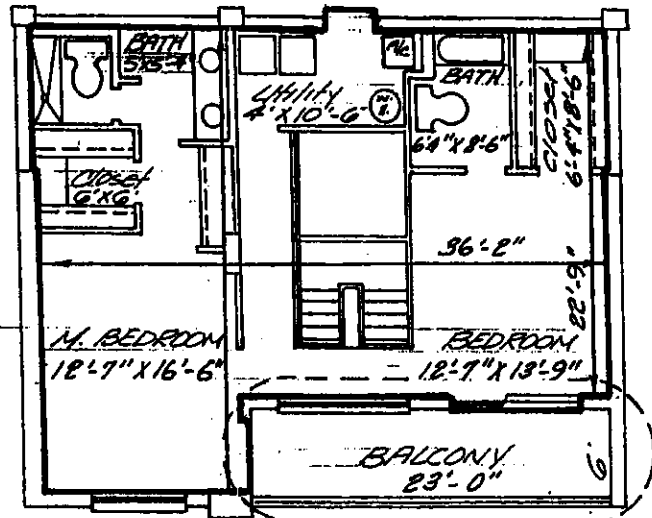
SURVEYOR'S NOTES:

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. ——— INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT OF THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.

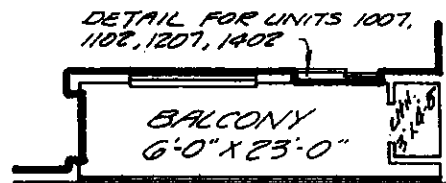


FIRST FLOOR

TYPICAL UNIT "B"



SECOND FLOOR



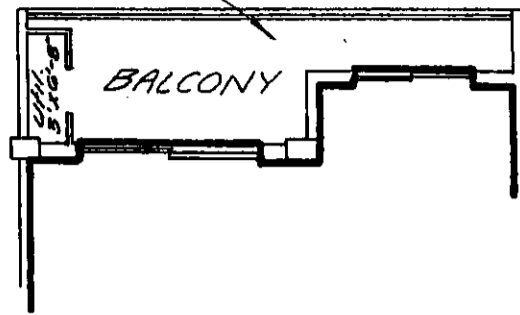
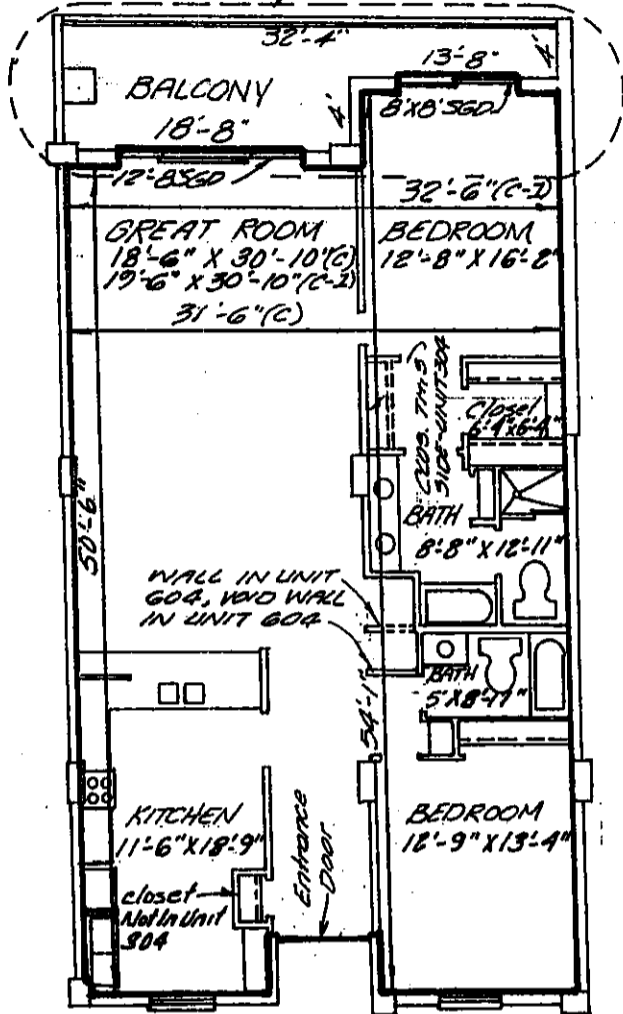
FOR UNITS 1007,
1102, 1207, 1402
SEE DETAIL

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. ——— INDICATES LIMITS OF UNIT.
5. THIS UNIT IS A TWO STORY UNIT.
6. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
7. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

FOR UNITS 1104, 1105,
1204, 1205, 1405, 1504,
1505, SEE DETAIL 7

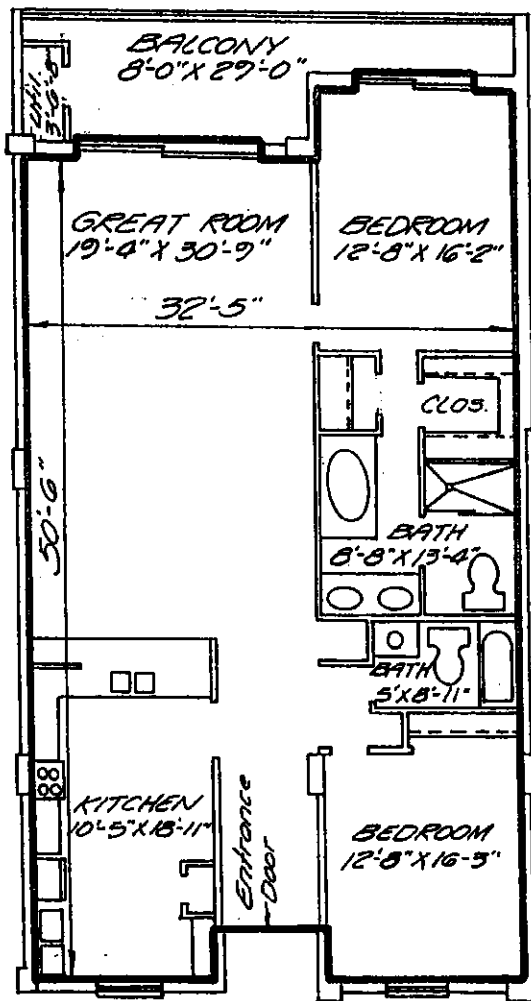
DETAIL FOR UNITS 1104,
1105, 1204, 1205, 1405,
1504, 1505



TYPICAL UNIT "1C"

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. ——— INDICATES LIMITS OF UNIT.
5. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
6. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

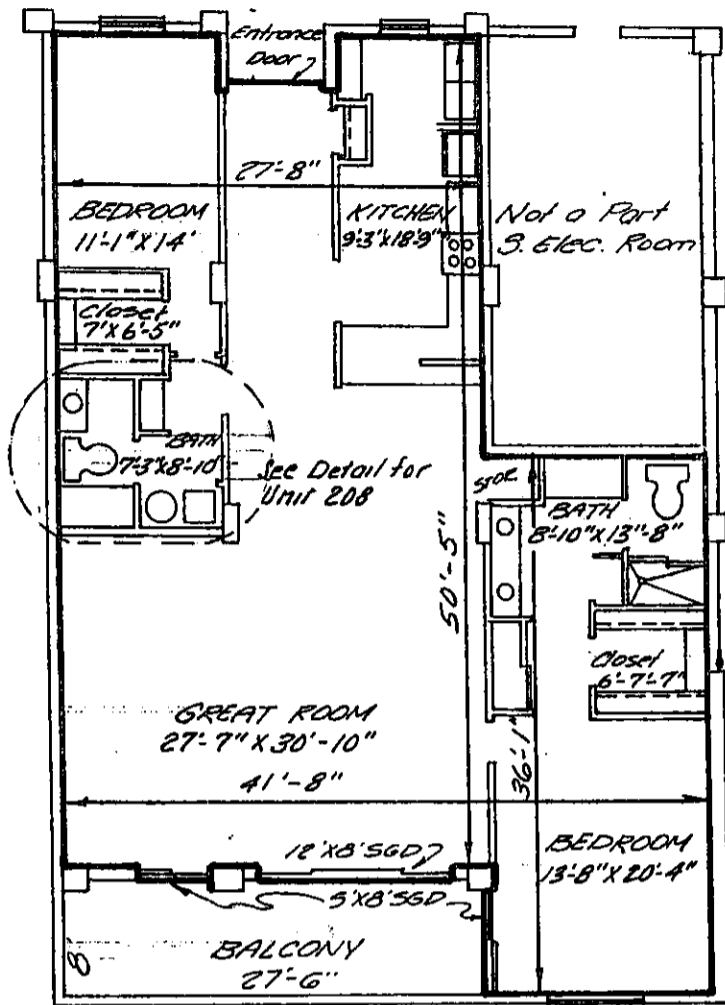


TYPICAL UNIT "2C"

SURVEYOR'S NOTES

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. **————** INDICATES THE LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSION ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNIT MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.

ANNEX, A CONDOMINIUM

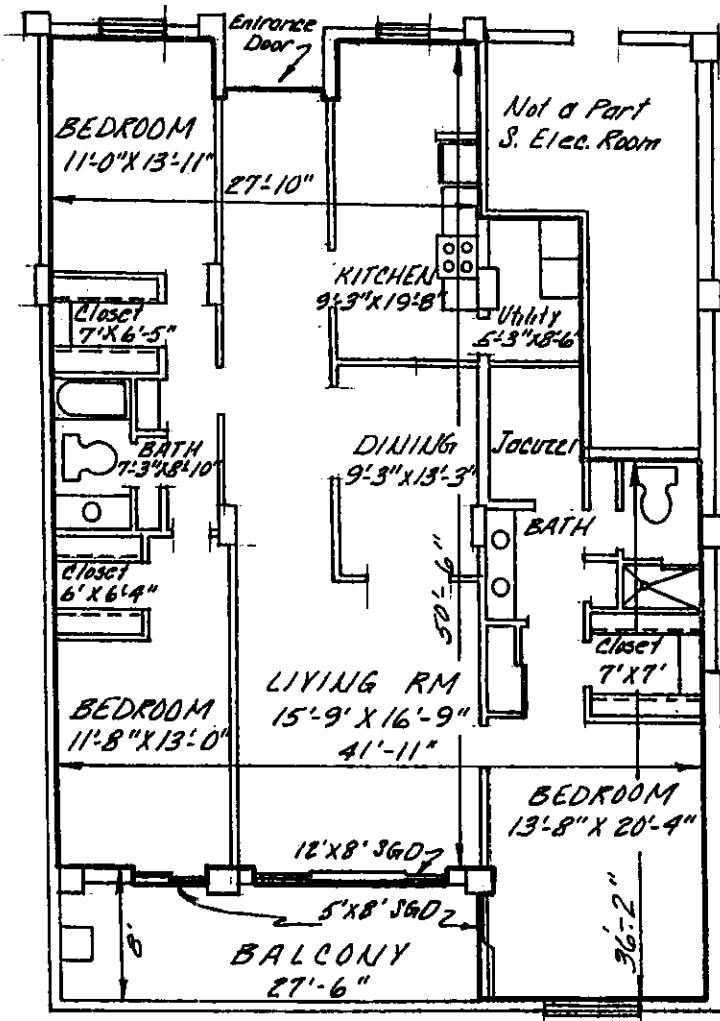


TYPICAL UNIT "1D"

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. ——— INDICATES LIMITS OF UNIT.
5. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
6. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

XANADU, A CONDOMINIUM

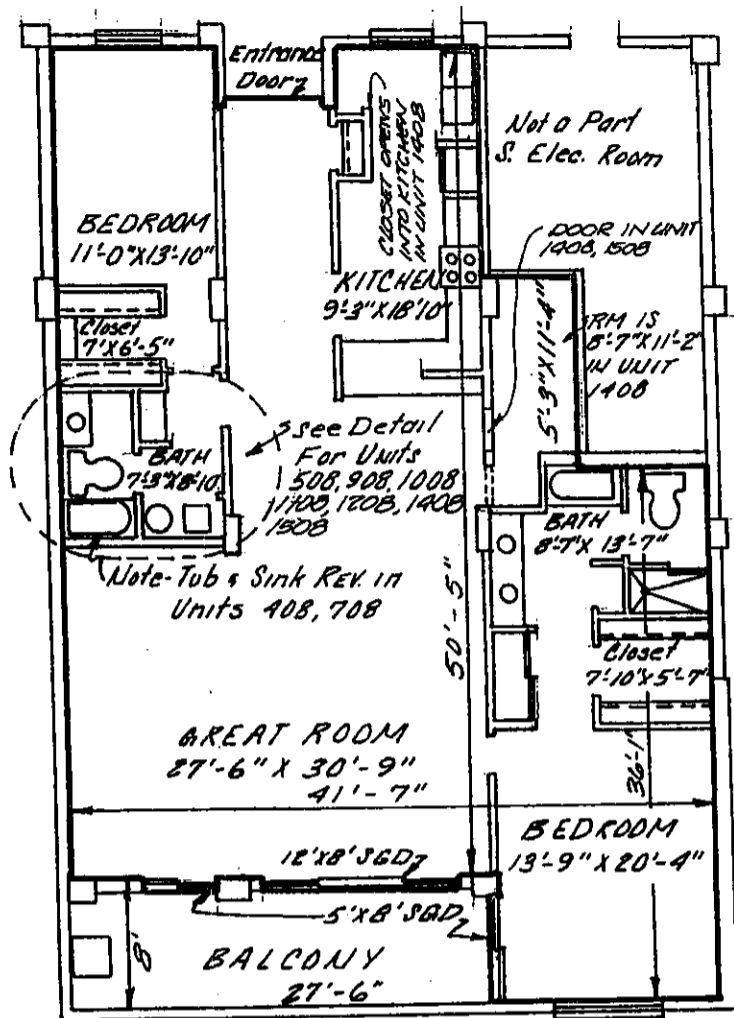


TYPICAL UNIT "2D"

SURVEYOR'S NOTES:

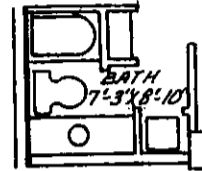
1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT OF THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.

XANADU, A CONDOMINIUM



Detail for Units 508, 908, 1008, 1108, 1208, 1408, 1508

Note - Tub & Sink Rev. in Unit 908,

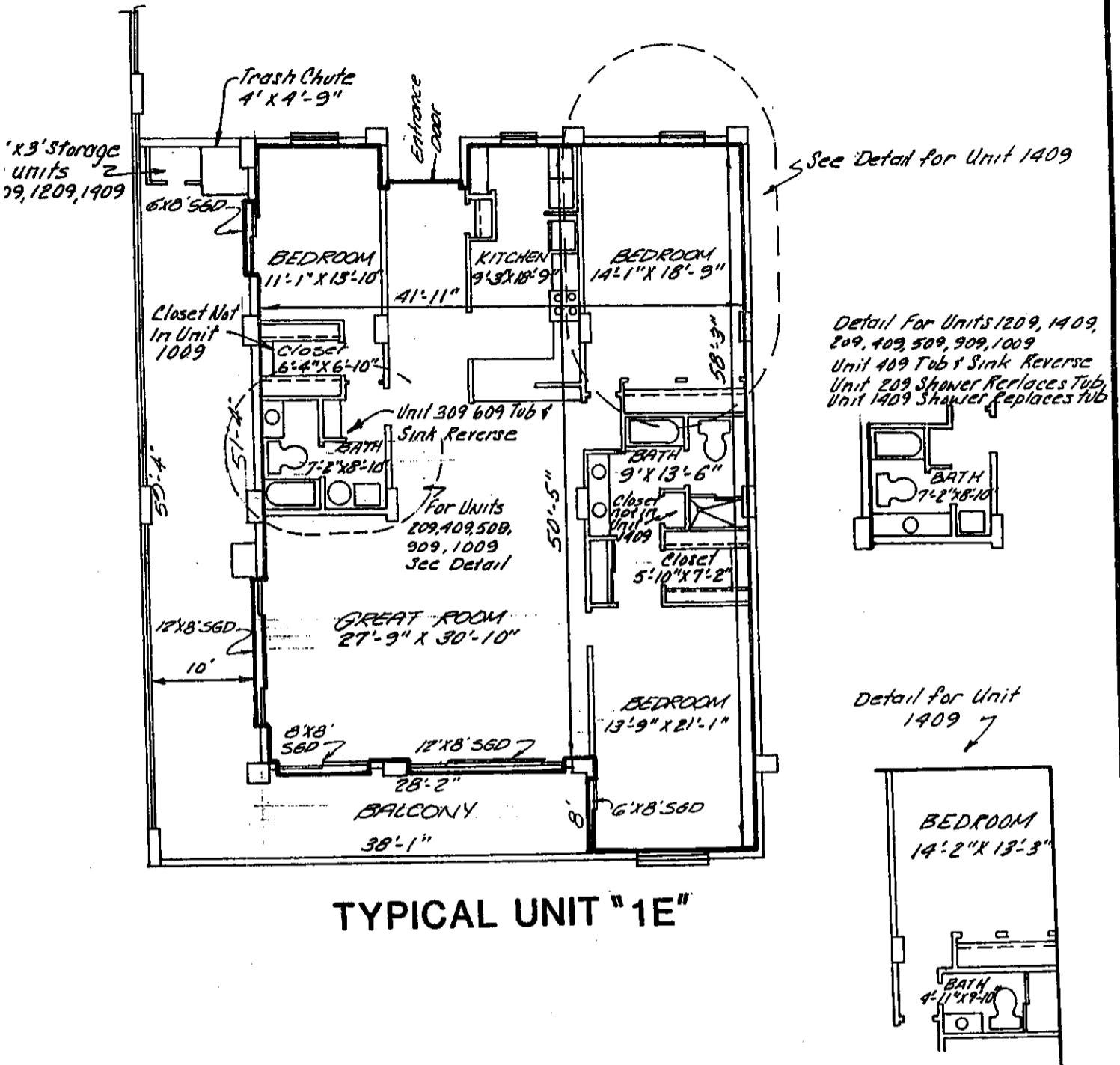


TYPICAL UNIT "3D"

SURVEYOR'S NOTES:

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT OF THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.

XAN, I, A CONDOMINIUM

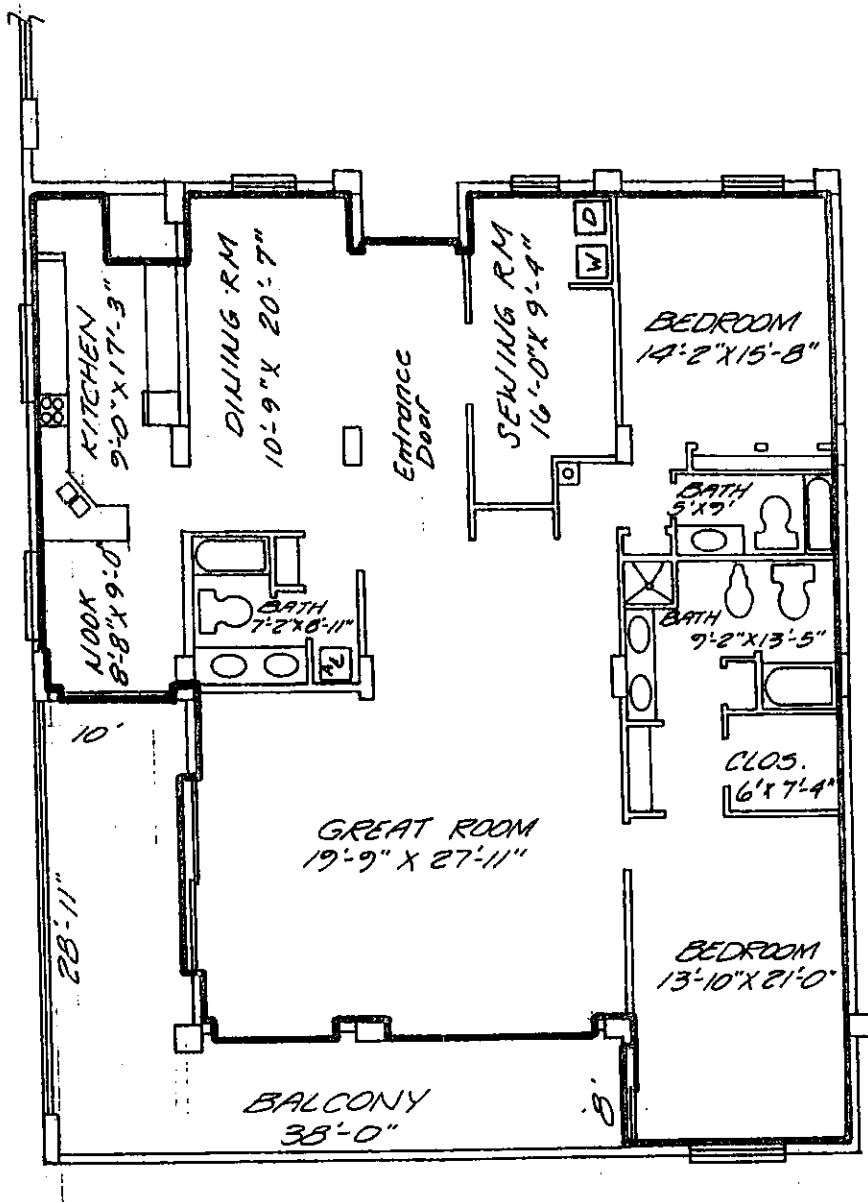


TYPICAL UNIT "1E"

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. ——— INDICATES LIMITS OF UNIT.
5. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
6. APPROXIMATE UNIT DIMENISONS ARE SHOWN ON THE FLOOR PLANS.

XAN. . . , A CONDOMINIUM

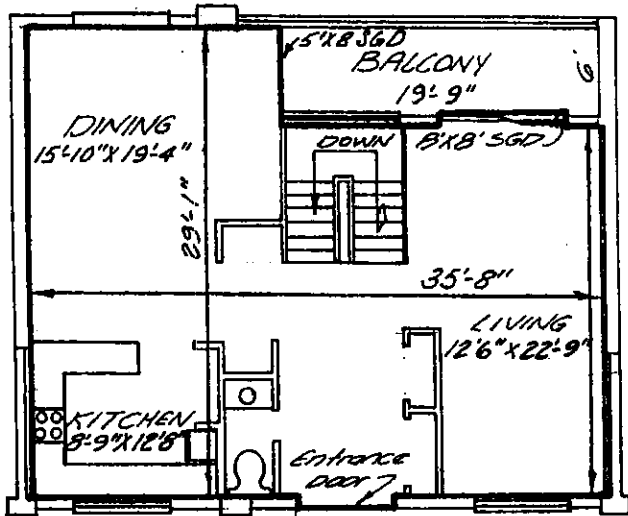


TYPICAL UNIT "2E"

SURVEYOR'S NOTES

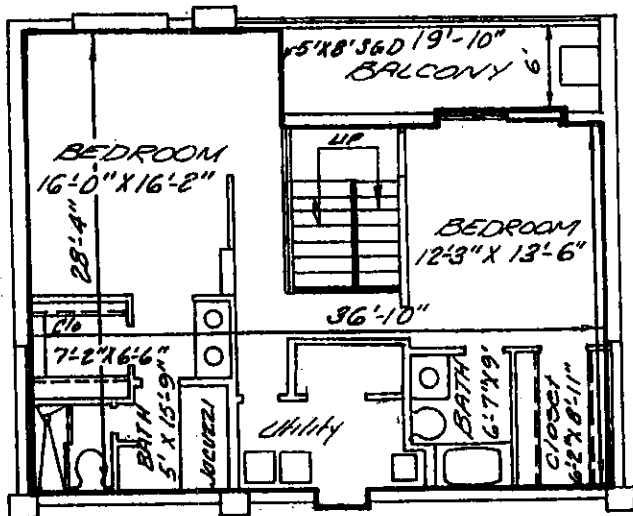
1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. ——— INDICATES LIMITS OF UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.
6. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.

ANNEX, A CONDOMINIUM



SECOND FLOOR

TYPICAL UNIT "F"

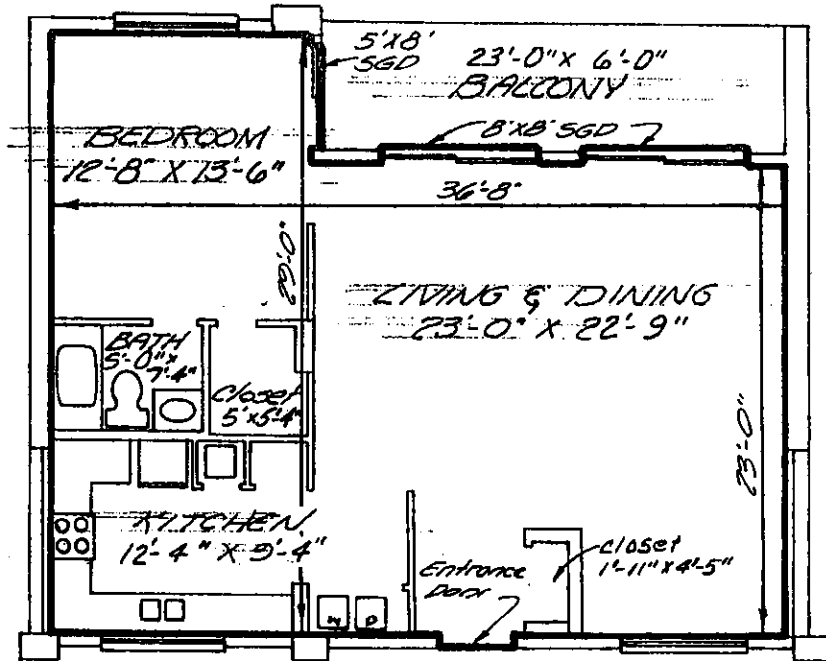


FIRST FLOOR

SURVEYOR'S NOTES:

1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. ——— INDICATES LIMITS OF UNIT.
5. THIS UNIT IS A TWO STORY UNIT.
6. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
7. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

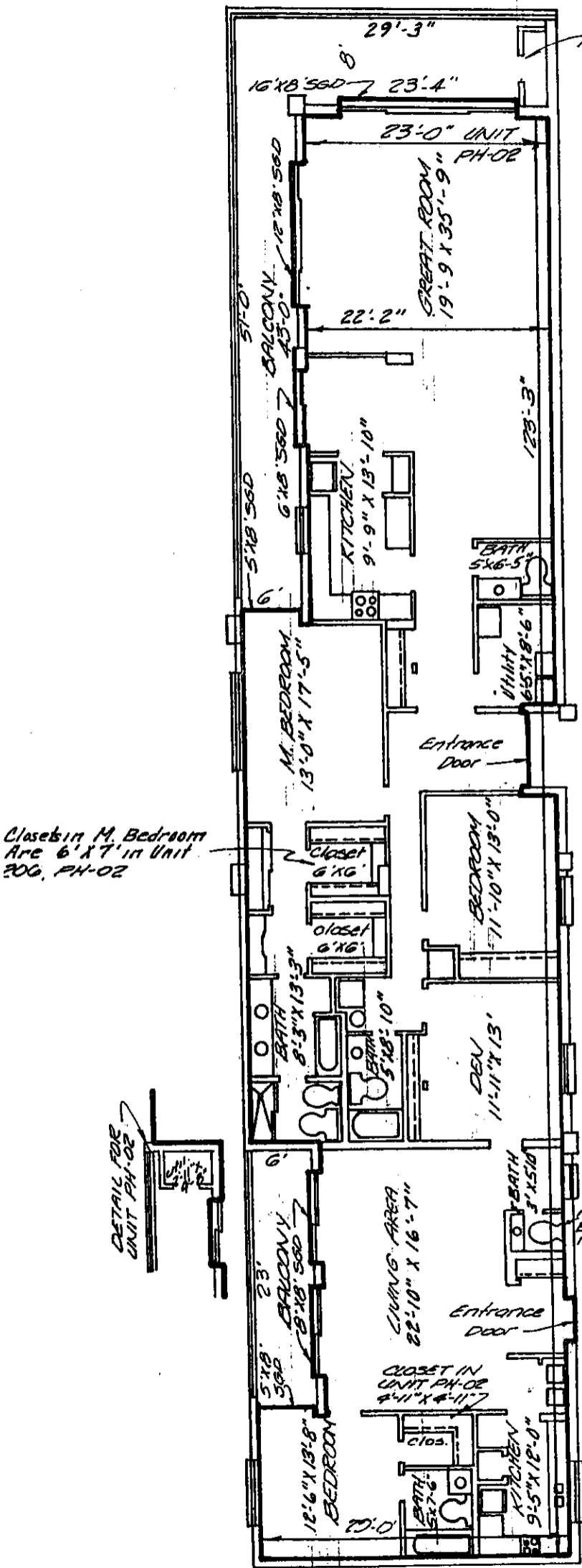
XANATHA, A CONDOMINIUM



TYPICAL UNIT "G"

SURVEYOR'S NOTES:

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. ——— INDICATES LIMITS OF THE UNIT.
3. THIS UNIT IS TYPICAL OF UNIT NUMBER 202. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.



UTILITY IN UNIT
PH-02 3'x6'-8"

TYPICAL UNIT "H"

SURVEYOR'S NOTES:

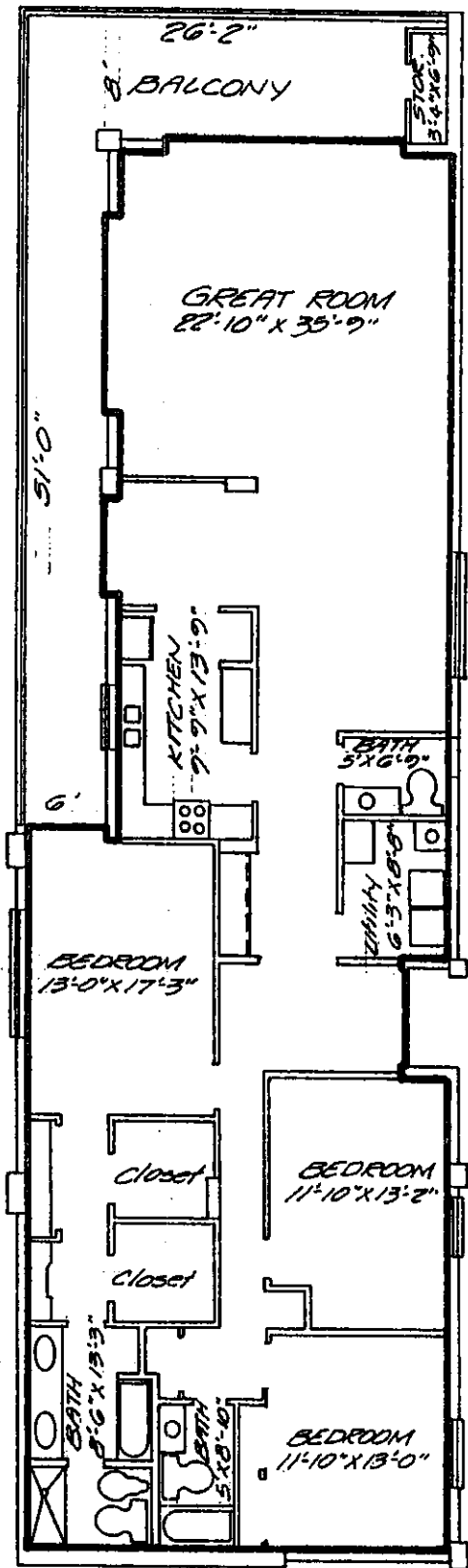
1. SOME UNITS MAY BE REVERSED OR A MIRROR IMAGE OF THE UNIT SHOWN.
2. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
3. THIS UNIT IS TYPICAL OF SOME OF THE UNITS WITHIN THE CONDOMINIUM. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
4. INDICATES LIMITS OF THE UNIT.
5. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
6. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

Closet in M. Bedroom
Are 6' x 7' in Unit
PH-02

DETAIL FOR
UNIT PH-02

Note
Bath not
in PH 2

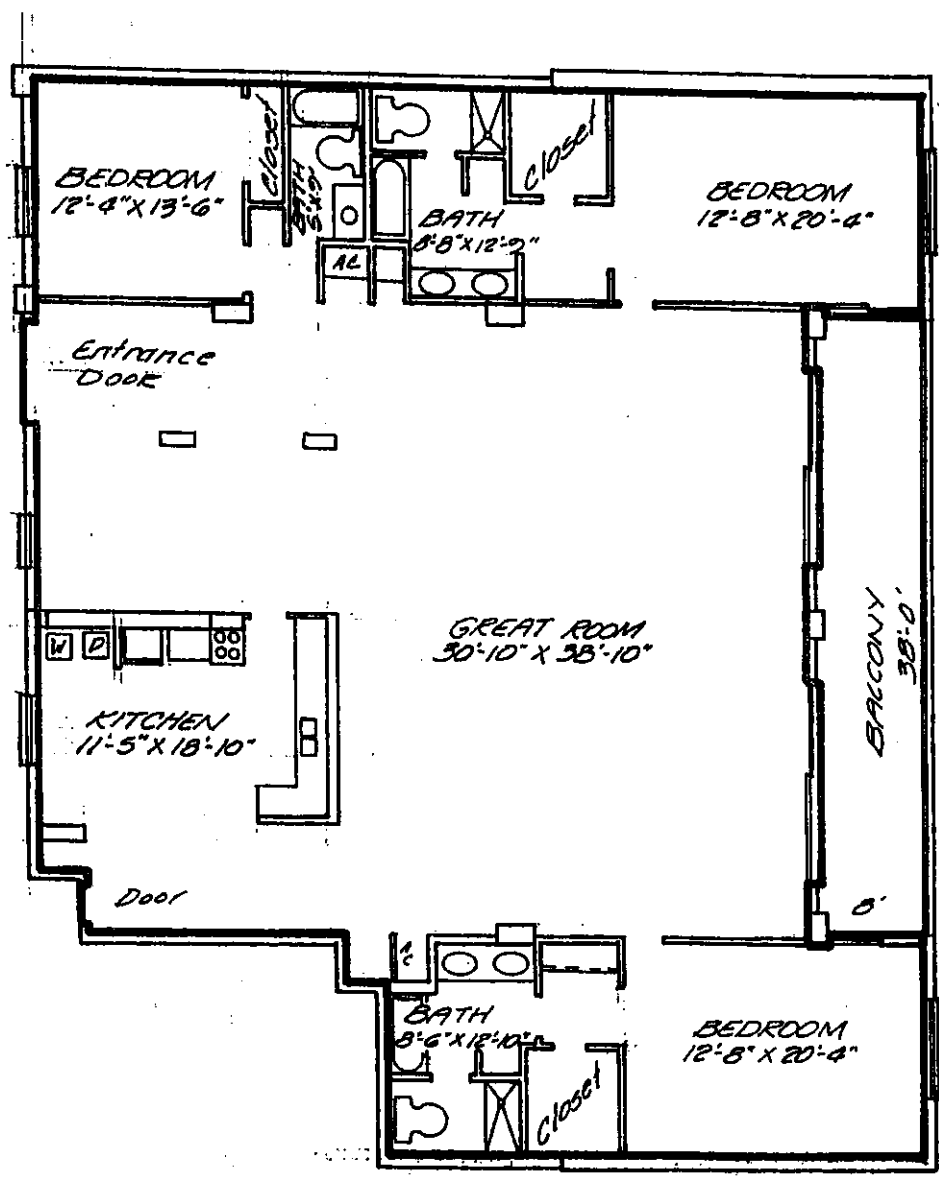
KITCHEN IN
UNIT PH-02
7'-5" x 11'-8"



PENTHOUSE UNIT "01"

SURVEYOR'S NOTES

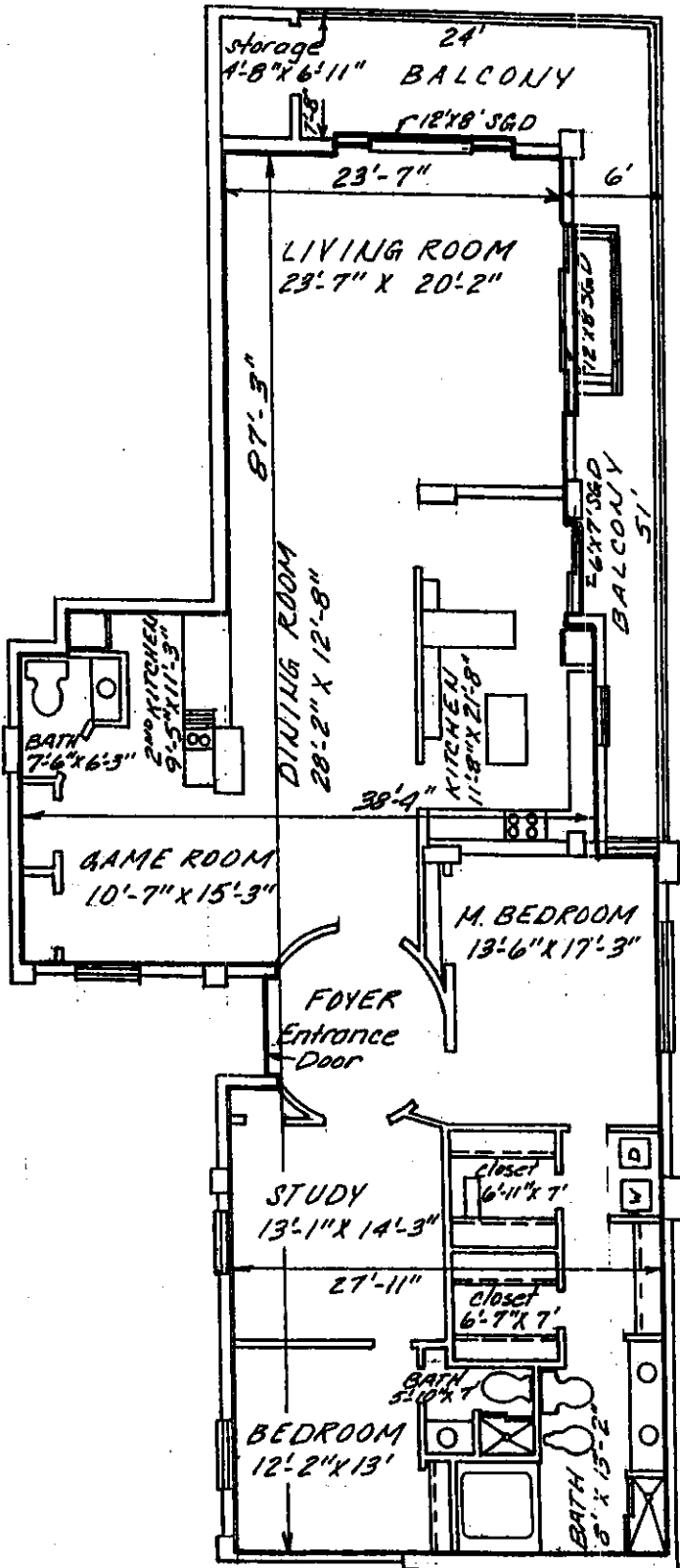
1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF UNIT PH-01. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES LIMITS OF THE UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.



PENTHOUSE UNIT "03"

SURVEYOR'S NOTES

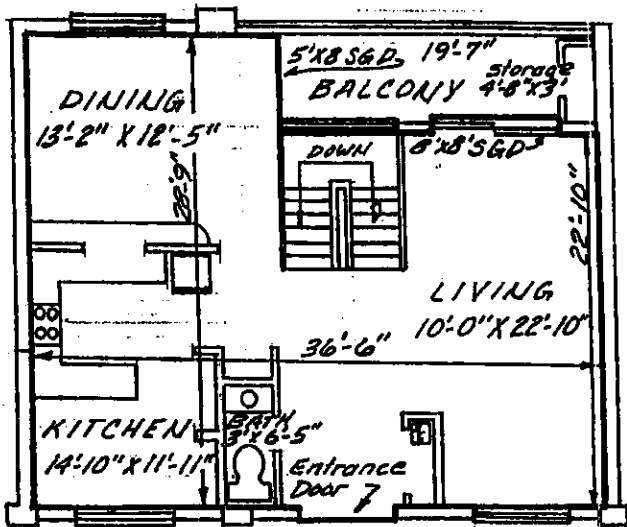
1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF UNIT PH-03, SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES THE LIMITS OF UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.



PENTHOUSE UNIT "04"

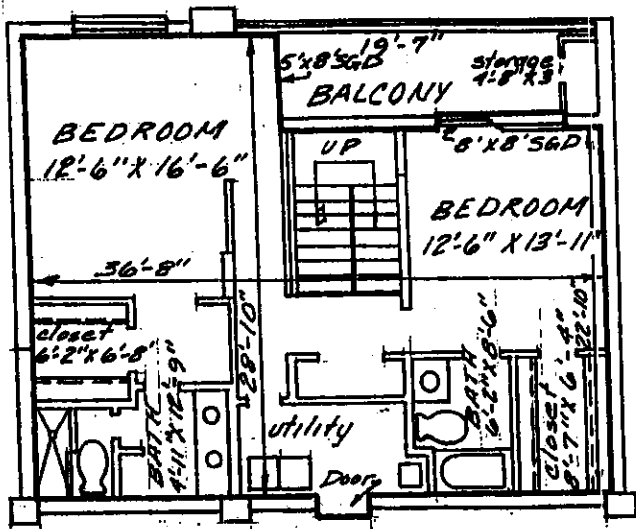
SURVEYOR'S NOTES :

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF UNIT PH-08. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES LIMITS OF UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.



SECOND FLOOR

PENTHOUSE UNIT "05"



FIRST FLOOR

SURVEYOR'S NOTES:

1. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF UNIT PH-05. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES THE LIMITS OF UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

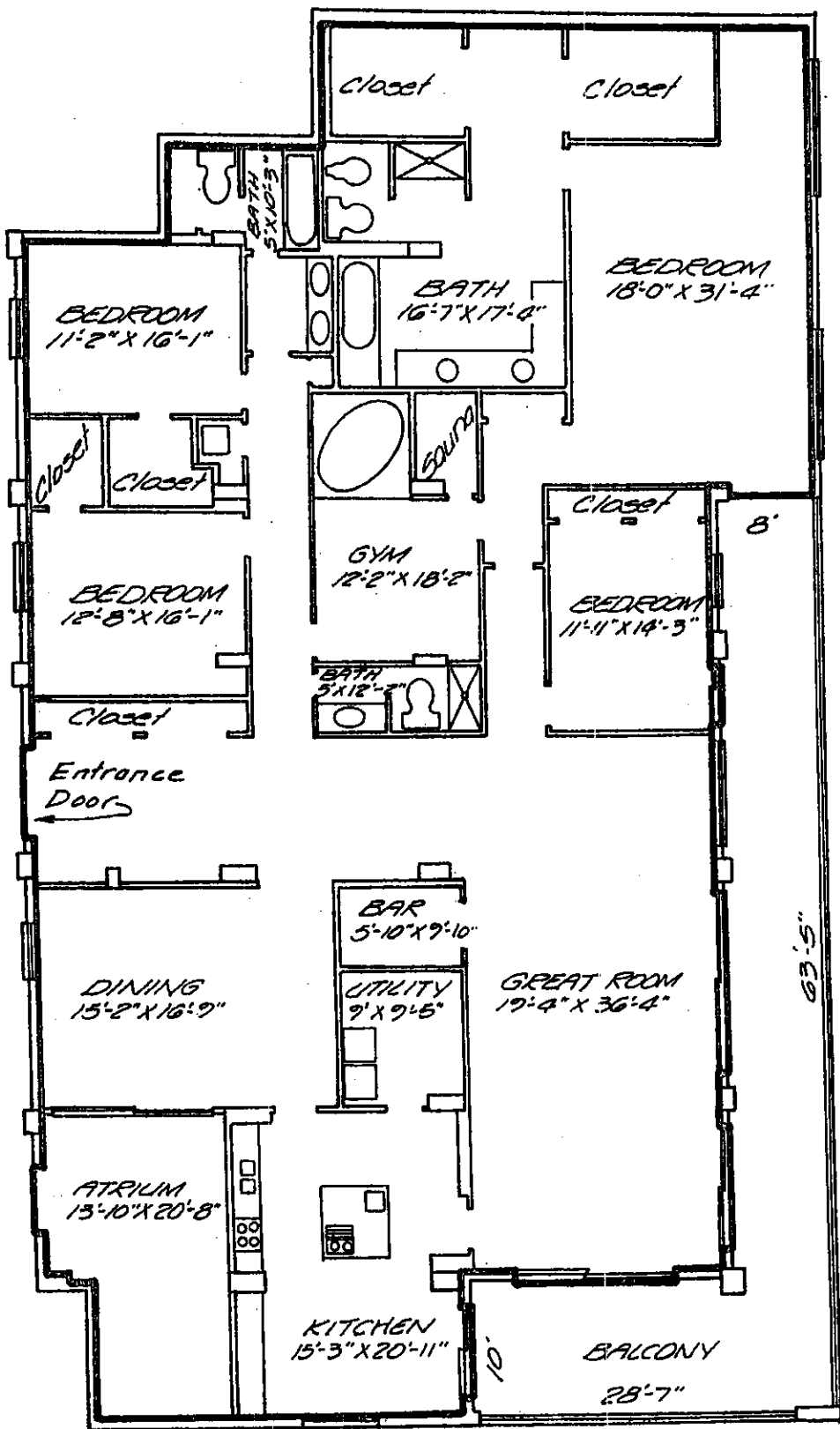
ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 MARCH 7, 1983

EXHIBIT "A"

SHEET 41

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 2417

PAGE:
 1889



PENTHOUSE UNIT "06"

SURVEYOR'S NOTES

1. ALL AREAS SHOWN EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF UNIT PH-06. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES THE LIMITS OF UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of XANADU CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on March 29, 1983.

The charter number for this corporation is 767705.

WFOC	8	# NAMES	2
TRADING	450	REG. FEE	AS
	3300	EST. AT	1000 PLAS
		TO	MANAGE
		THE	PROPERTY
		AND	INTEREST

Notary Public
State of Florida

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 30th day of March, 1983.



George Firestone
Secretary of State

CER 101

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INDEX

TO ARTICLES OF INCORPORATION

OF

XANADU CONDOMINIUM ASSOCIATION, INC.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

		<u>PAGE</u>
ARTICLE I.	NAME	1
ARTICLE II.	PURPOSE	1
ARTICLE III.	POWERS	1
ARTICLE IV.	MEMBERS	2
ARTICLE V.	TERM	3
ARTICLE VI.	LOCATION	3
ARTICLE VII.	DIRECTORS	3
ARTICLE VIII.	OFFICERS	3
ARTICLE IX.	SUBSCRIBERS	4
ARTICLE X.	BYLAWS	4
ARTICLE XI.	INDEMNIFICATION	4
ARTICLE XII.	AMENDMENTS	4

EXHIBIT "B"

OFF. REC.

PAGE

OFF. REC. 2861

PAGE 0757

INDEX

TO ARTICLES OF INCORPORATION
OF
KANADU CONDOMINIUM ASSOCIATION, INC.

		<u>PAGE</u>
ARTICLE I.	NAME	1
ARTICLE II.	PURPOSE	1
ARTICLE III.	POWERS	1
ARTICLE IV.	MEMBERS	2
ARTICLE V.	TERM	3
ARTICLE VI.	LOCATION	3
ARTICLE VII.	DIRECTORS	3
ARTICLE VIII.	OFFICERS	3
ARTICLE IX.	SUBSCRIBERS	4
ARTICLE X.	BYLAWS	4
ARTICLE XI.	INDEMNIFICATION	4
ARTICLE XII.	AMENDMENTS	4

EXHIBIT "B"

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2417

PAGE

1891

ARTICLES OF INCORPORATION

OF

XANADU CONDOMINIUM ASSOCIATION, INC.

(a corporation not for profit)

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

ARTICLE I

NAME

The name of the corporation shall be XANADU CONDOMINIUM ASSOCIATION, INC.

ARTICLE II

PURPOSE

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

SEE SHEET 5 OF EXHIBIT "A"

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

ARTICLE III

POWERS

The corporation shall have the following powers:

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

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

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

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

ARTICLES OF INCORPORATION

OF

XANADU CONDOMINIUM ASSOCIATION, INC.

(a corporation not for profit)

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

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SEE SHEET 5 OF EXHIBIT "A"

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

ARTICLE III

POWERS

The corporation shall have the following powers:

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

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

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

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

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2417

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1892

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

4. To contract for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

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

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

ARTICLE IV

MEMBERS

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

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

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

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

D. On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each apartment unit in the condominium, except for the unit owned by the Association which does not have a vote so long as it is owned by the Association, which vote shall be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the Bylaws hereafter adopted. Should any member own more than one (1) apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided in said Bylaws.

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

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

4. To contract for the management and maintenance of the condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

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

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

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

ARTICLE IV

MEMBERS

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

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

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

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

D. On all matters on which the membership shall be entitled to vote, there shall be only one (1) vote for each apartment unit in the condominium, except for the unit owned by the Association which does not have a vote so long as it is owned by the Association, which vote shall be exercised or cast by the owner or owners of each apartment unit in such manner as may be provided in the Bylaws hereafter adopted. Should any member own more than one (1) apartment unit, such member shall be entitled to exercise or cast as many votes as he owns apartment units, in the manner provided in said Bylaws.

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

ARTICLE V

TERM

The corporation shall have perpetual existence.

ARTICLE VI

LOCATION

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

ARTICLE VII

DIRECTORS

The affairs of the corporation shall be managed by the Board of Administration. The number of members of the first Board of Administration of the corporation shall be three (3). Commencing with the date of the turnover meeting whereby control of the Association is transferred from the Developer to the unit owners, the Board of Administration shall be increased to five (5) members. The number of Directors may be changed from time to time by an amendment to the Bylaws of the corporation. The members of the Board of Administration shall be elected as provided by the Bylaws of the corporation. The Board of Administration shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of this corporation. Notwithstanding the foregoing, the first election of Directors will be held in accordance with Article VI, page 4, of the Declaration of Condominium of XANADU, A CONDOMINIUM. Any vacancies in the Board of Administration occurring before the first election will be filled by the remaining Directors. The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium; thereafter, elections of Directors shall be held once a year at the annual membership meeting.

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

CURTIS R. MOSLEY	505 North Orlando Avenue Cocoa Beach, Florida
CHERYL LAYTON	505 North Orlando Avenue Cocoa Beach, Florida
JAN LUDINGTON	505 North Orlando Avenue Cocoa Beach, Florida

ARTICLE VIII

OFFICERS

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

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

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TERM

The corporation shall have perpetual existence.

ARTICLE VI

LOCATION

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

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- | | |
|------------------|--|
| CURTIS R. MOSLEY | 505 North Orlando Avenue
Cocoa Beach, Florida |
| CHERYL LAYTON | 505 North Orlando Avenue
Cocoa Beach, Florida |
| JAN LUDINGTON | 505 North Orlando Avenue
Cocoa Beach, Florida |

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

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

CURTIS R. MOSLEY
President

505 North Orlando Avenue
Cocoa Beach, Florida

CHERYL LAYTON
Secretary

505 North Orlando Avenue
Cocoa Beach, Florida

JAN LUDINGTON
Treasurer

505 North Orlando Avenue
Cocoa Beach, Florida

ARTICLE IX

SUBSCRIBERS

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

ARTICLE X

BYLAWS

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

ARTICLE XI

INDEMNIFICATION

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

ARTICLE XII

AMENDMENTS

Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the corporation acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the apartment units in the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Any member may, by written waiver of notice signed by such member, waive

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

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President

505 North Orlando Avenue
Cocoa Beach, Florida

CHERYL LAYTON
Secretary

505 North Orlando Avenue
Cocoa Beach, Florida

JAN LUDINGTON
Treasurer

505 North Orlando Avenue
Cocoa Beach, Florida

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INDEMNIFICATION

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

ARTICLE XII


AMENDMENTS

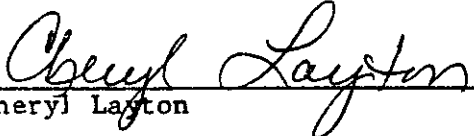
Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the corporation acting upon a vote of the majority of the Directors, or by the members of the corporation owning a majority of the apartment units in the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Any member may, by written waiver of notice signed by such member, waive

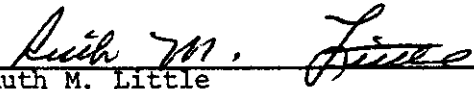
such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning a majority of the apartment units in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

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

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this 21st day of March, 1983.


Curtis R. Mosley


Cheryl Layton


Ruth M. Little

STATE OF FLORIDA;
COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, personally appeared CURTIS R. MOSLEY, CHERYL LAYTON and Ruth M. Little who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed on this 21st day of March, 1983.

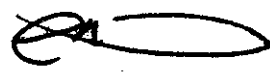
My Commission Expires: 6-11-83


NOTARY PUBLIC

CERTIFICATE OF REGISTERED AGENT

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

XANADU CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Cocoa Beach, County of Brevard, State of Florida, has named CURTIS R. MOSLEY, of 505 North Orlando Avenue, Cocoa Beach, Florida, as its agent to accept service of process for the above-stated corporation; at the place designated in this Certificate, I hereby accept to act in this capacity; and agree to comply with the provisions of said Act relative to keeping open said office.


Curtis R. Mosley
Registered Agent

such notice, and such waiver filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the members owning a majority of the apartment units in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

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

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals this _____ day of _____, 19____.

Curtis R. Mosley

Cheryl Layton

Jan Ludington

STATE OF FLORIDA:
COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, personally appeared CURTIS R. MOSLEY, CHERYL LAYTON and JAN LUDINGTON, who being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed on this _____ day of _____, 19____.

My Commission Expires:

NOTARY PUBLIC

CERTIFICATE OF REGISTERED AGENT

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

XANADU CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, desiring to organize under the laws of the State of Florida, with its principal office, as indicated in the Articles of Incorporation, at the City of Cocoa Beach, County of Brevard, State of Florida, has named CURTIS R. MOSLEY, of 505 North Orlando Avenue, Cocoa Beach, Florida, as its agent to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

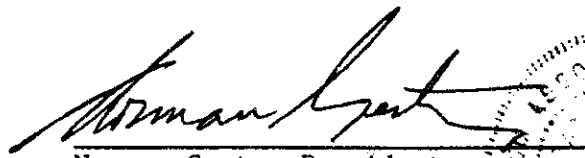
Curtis R. Mosley
Registered Agent

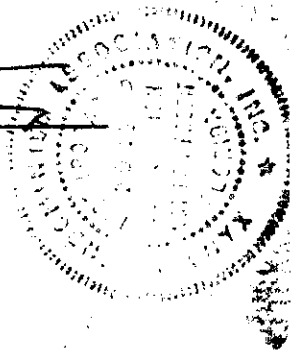


Xanadu CONDO ASSOC. INC.

750 North Atlantic Avenue
Cocoa Beach, Florida 32931
(305) 784-2692


The undersigned, President of the Xanadu Condominium Association, Inc. hereby certifies that the attached "Articles of Incorporation of Xanadu Condominium Association, Inc." and the State of Florida, Department of State Charter 767705, a total of seven (7) pages are true and correct exact copies of the originals.


Norman Gertz, President

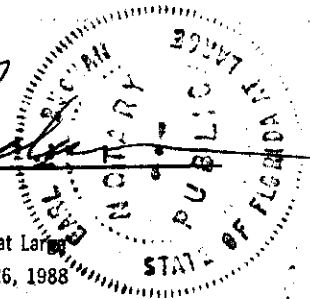


STATE OF FLORIDA:
COUNTY OF BREVARD:

BEFORE ME, the undersigned authority, personally appeared NORMAN GERTZ, PRESIDENT who being by me first duly sworn, acknowledged that he executed the above certification on this 25TH day of November, 1988.


Notary Public

Notary Public, State of Florida at Largo
My Commission Expires Sept. 26, 1988



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INDEX
TO BYLAWS
OF
XANADU CONDOMINIUM ASSOCIATION, INC.

	<u>PAGE</u>
1. IDENTITY	1
2. MEMBERSHIP, VOTING, QUORUM, PROXIES	1
3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP	2
4. BOARD OF ADMINISTRATION AND OFFICERS	3
5. OFFICERS	5
6. FISCAL MANAGEMENT	6
7. PARLIAMENTARY RULES	7
8. AMENDMENTS TO BYLAWS	8

BYLAWS

OF

XANADU CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

These are the Bylaws of the XANADU CONDOMINIUM ASSOCIATION, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the _____ day of _____, 19____. The XANADU CONDOMINIUM ASSOCIATION, hereinafter called the Association, has been organized for the purpose of administering the operation and management of XANADU, A CONDOMINIUM, a condominium apartment project established or to be established in accordance with the Condominium Act of the State of Florida upon the following described property situate, lying and being in Brevard County, Florida, to-wit:

SEE SHEET 5 OF EXHIBIT "A"

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

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

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

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

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

f. The seal of the Association shall bear the name of the Association, the word "Florida", the words "a corporation not for profit", and the year "1983", an impression of which seal is as follows:

2. MEMBERSHIP, VOTING, QUORUM, PROXIES

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

b. A quorum of membership meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of concurring, but not for the purpose of determining a quorum.

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

d. Votes may be cast in person or by proxy. A proxy is defined as the authority to cast the vote of a member qualified to vote as set forth in Article IV of the Articles of Incorporation. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. Proxies must be filed with the Secretary before the appointed time of the meeting.

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

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

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual membership meeting shall be held at the office of the Association at 7:00PM, Eastern Standard Time, on the first Tuesday in February of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.

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

c. Notice of all membership meetings, regular or special, shall be given by the President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time

until a quorum or the required percentage of attendance, if greater than a quorum, is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of this condominium.

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

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

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

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

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

4. BOARD OF ADMINISTRATION AND OFFICERS

a. ~~The Board of Administration~~ shall consist of three (3) directors until turnover of control of the Association by the Developer at which time it shall increase to five (5). Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one (1) year or until his successor is duly elected. Any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the units in the condominium operated by the Association.

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

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

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

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

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

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

f. Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of three (3) Directors. Not less than three (3) days notice of a meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Notice to unit owners shall be given in accordance with sub-paragraph e. above.

g. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. Notice to unit owners shall be given in accordance with sub-paragraph e. above.

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

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

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

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

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

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

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

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

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

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

(7) To contract for the maintenance and management of the condominium and to authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of the records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the Association;

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

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

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

(a) The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

(b) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installation or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceiling of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

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

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

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

5. OFFICERS

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

b. The President shall be the chief officer of the Association. He shall preside at all meetings of the Association and of the Board of Administration. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to

appoint committees from a. the owners, from time to time as he may in his discretion decide is appropriate, to assist in the conduct of the affairs of the Association.

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

d. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices of the members and Directors, and such other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep records of the Association, its administration and salaries.

e. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices.

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

6. FISCAL MANAGEMENT

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

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

(1) A record of all receipts and expenditures.

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

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

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classification, as contained in the proposed budget or otherwise, if applicable. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This paragraph shall not apply to budgets in which the members of the Association have by a majority vote at a duly call meeting of the Association, determined for a fiscal year to provide no reserves or reserves less adequate than required by this paragraph.

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

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

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

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

g. Within sixty (60) days following the end of the fiscal or calendar year, or annually on such date as is otherwise provided in the Bylaws of the Association, the Board of Administration of the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipt by accounts and receipt classifications, and shall show the amounts of expenses by accounts and expenses classifications, including, if applicable, but not limited to, the following:

1. Cost for security.
2. Professional and management fees and expenses.
3. Taxes.
4. Cost for recreation facilities.
5. Expenses for refuse collection and utility services.
6. Expenses for lawn care.
7. Cost for building maintenance and repair.
8. Insurance costs.
9. Administrative and salary expenses.
10. General reserves, maintenance reserves and depreciation reserves.

7. PARLIAMENTARY RULES

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

8. AMENDMENTS TO BYLAWS

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

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

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

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

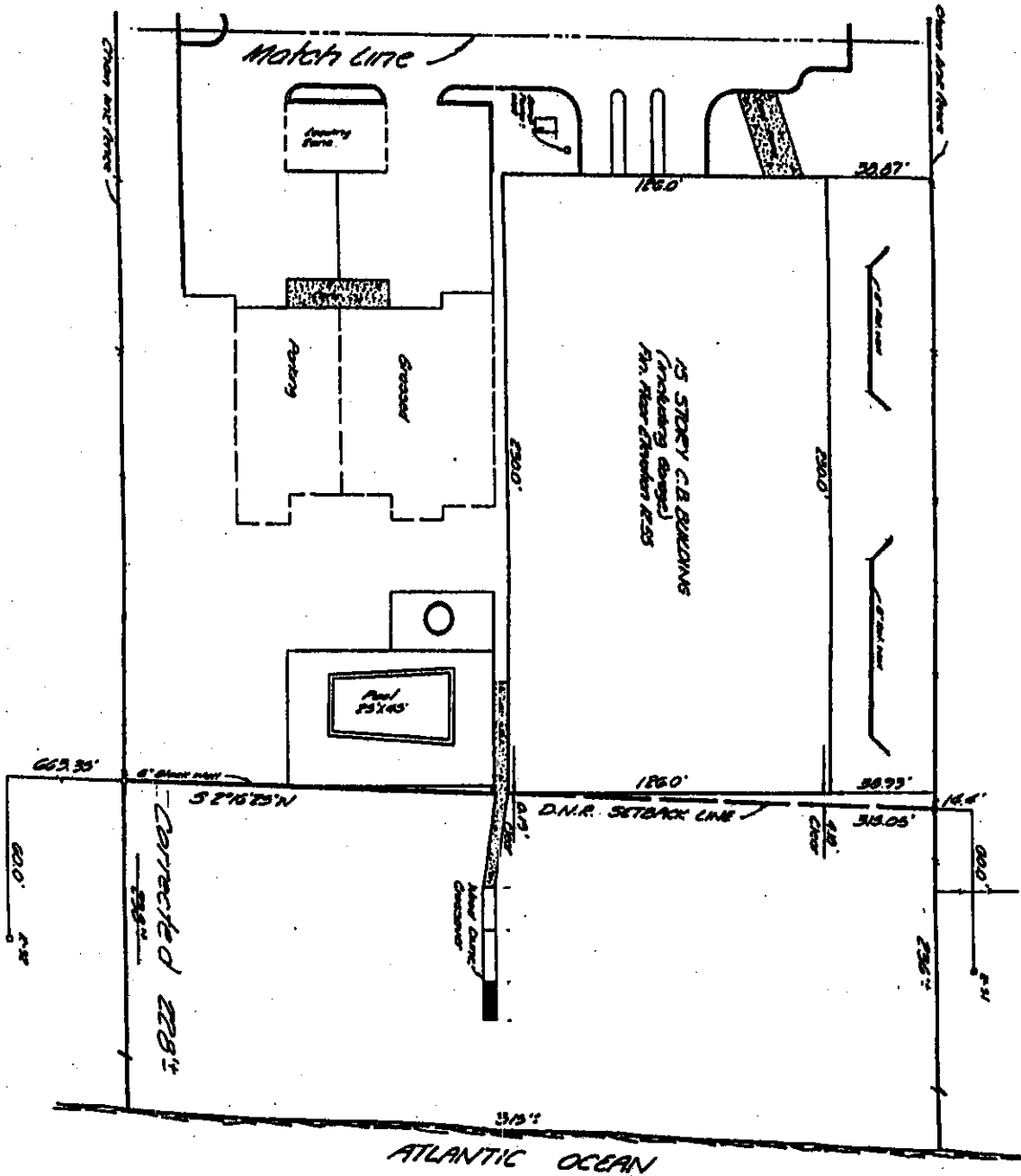
d. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the corporation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

The undersigned, being the Secretary of the XANADU CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, does hereby certify that the foregoing Bylaws were adopted as the Bylaws of said Association at a meeting held for such purpose on the _____ day of _____, 19__.

SECRETARY

GRAPHIC PLOT PLAN

NORTH
Scale: 1"=64'



SURVEYOR'S NOTES

1. SEE SHEET 3 FOR CONTINUATION OF SITE PLAN.
2. SEE SHEET 5 FOR SURVEYOR'S NOTES FOR PLOT PLAN.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 8, 1995, to Articles of Incorporation for XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 767705.

Sandy Crawford Clerk Circuit Court
 Recorded and Verified Brevard County, FL
 # Pgs. 4 # Names 2
 Trust Fund 2.50 Rec Fee 17.00
 Stamp-Deed _____ Excise Tx _____
 Stamp-Mtg _____ Int Tx _____
 Service Chg _____ Refund _____

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Eighth day of May, 1995



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

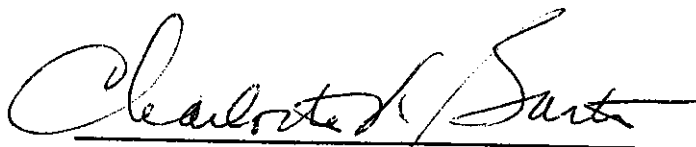
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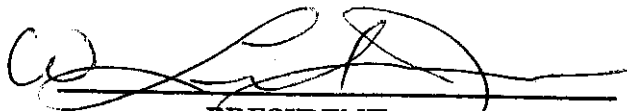
BK3477 PG2965
BK3477 P5.2965

CERTIFICATE

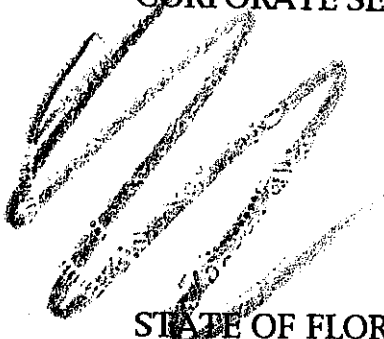
The Undersigned, Secretary and President of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a Joint Meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 15th day of April 1995, the attached amendment to the Articles of Incorporation of the Association was adopted by the required vote of the membership as set forth in the Articles of Incorporation of the Association.

17th IN WITNESS WHEREOF, I have hereunto set my hand this April day of _____, 1995.


SECRETARY


PRESIDENT

CORPORATE SEAL



STATE OF FLORIDA

COUNTY OF BREVARD

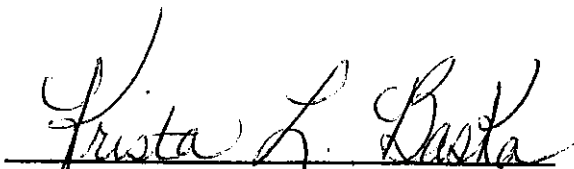
BEFORE ME, the undersigned authority, personally appeared Charlotte Barton and Linwood Jones, known to me to be the Secretary and President respectively, of the XANADU CONDOMINIUM ASSOCIATION, INC. and they acknowledge before me that they executed the foregoing Certificate as such Officers of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 17th day of April 1995.

My Commission Expires:



KRISTA L BASKA
My Commission CC263401
Expires Mar 15, 1997
Huckleberry Associates Inc
800-422-1555


Krista L. Baska, Notary Public

Return to:
Xanadu Condo
750 N. Atlantic Ave.
Cocoa Beach, FL 32931

ARTICLES OF AMENDMENT

Page 4 - Article XII

ARTICLE XII

AMENDMENTS

95 MAY - 8 AM 11:44
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Any amendment or amendments to these Articles of Incorporation may be proposed by the Board of Administration of the Corporation acting upon a vote of the majority of the Directors or by the members of the corporation owning a majority of the apartment units in the condominium, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles being proposed by said Board of Administration or members, such proposed amendment or amendments shall be transmitted to the President of the corporation or other officer of the corporation in the absence of the President, who shall thereupon call a special meeting of the members of the corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each member written or printed notice of such meeting, in the same form and the same manner as notice of the call of a special meeting of the members is required as set forth, stating the time and place of the meeting in the Bylaws and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, the notice of the membership meeting shall be sent by certified mail, return receipt requested, which mailing shall be deemed notice. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. No Article shall be revised or amended by reference to its title or number only. Proposals to amend existing Articles shall contain the full text of the Article to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Article. See Article ... for present text".

At the meeting called for that purpose ~~At such meeting~~ the amendment or amendments proposed must be approved by an affirmative vote of the members owning ~~a majority~~ not less than two thirds (2/3) of the apartment units in the condominium in order for such amendment or amendments to become effective., Thereupon, such amendment or amendments of these Articles shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida; and upon the registration of such amendment or amendments with said Secretary of State, a certified copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such amendment or amendments of these Articles, the written vote of any member of the corporation shall be recognized, if such member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the Secretary of the corporation at or prior to such meeting.

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

After an amendment has been adopted and recorded in accordance with the above, a copy of the amendment will be furnished to each unit owner along with the statement that the amendment has been adopted and recorded and is effective.

CERTIFICATE

✓

The Undersigned, Secretary and President of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a Joint Meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 15th day of April 1995, the attached amendment to the Declaration of Condominium of the Association was adopted by the required vote of the membership as set forth in the Declaration of Condominium of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of April, 1995.

Charlotte S. Barton
SECRETARY

Linwood Jones
PRESIDENT

CORPORATE SEAL



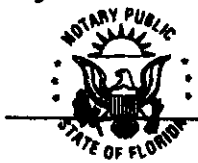
STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Charlotte Barton and Linwood Jones, known to me to be the Secretary and President respectively, of the XANADU CONDOMINIUM ASSOCIATION, INC. and they acknowledge before me that they executed the foregoing Certificate as such Officers of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 17th day of April 1995.

My Commission Expires:



KRISTA L. BASKA
My Commission CC263401
Expires Mar 15, 1997
Huckleberry Associates Inc
800-422-1555

Krista L. Baska
Krista L. Baska, Notary Public

Return to:
750 N. Atlantic Ave
Cocoa Beach, FL 32931

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 15 # Names 10
Trust Fund 8.00 Rec Fee 127.00
Stamp-Deed _____ Excess Tx _____
Stamp-File _____ Int Tx _____
Service Chg _____ Refund _____

792663

95 MAY -8 AM 10:42

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on May 8, 1995, to Articles of Incorporation for XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 767705.

Sandy Crawford Clerk Circuit Court
 Recorded and Verified Brevard County, FL
 # Pgs. 4 # Names 2
 Trust Fund 2.50 Rec Fee 17.00
 Stamp-Deed _____ Excise Tx _____
 Stamp-Mtg _____ Int Tx _____
 Service Chg _____ Refund _____

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Eighth day of May, 1995



CR2EO22 (2-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

799855

95 MAY 19 11:51 AM '95

BK 347 / PG 2965
BK 3477 Pg. 2965

CERTIFICATE

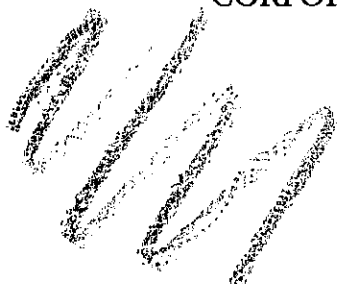
The Undersigned, Secretary and President of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a Joint Meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 15th day of April 1995, the attached amendment to the Declaration of Condominium of the Association was adopted by the required vote of the membership as set forth in the Declaration of Condominium of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of April, 1995.

Charlotte S. Barton

SECRETARY

CORPORATE SEAL



Linwood Jones

PRESIDENT


STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Charlotte Barton and Linwood Jones, known to me to be the Secretary and President respectively, of the XANADU CONDOMINIUM ASSOCIATION, INC. and they acknowledge before me that they executed the foregoing Certificate as such Officers of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 17th day of April 1995.

My Commission Expires:

 KRISTAL BASKA
My Commission CC263401
Expires Mar 15, 1997
Huckleberry Associates Inc
800-422-1555

Krista L. Baska
Krista L. Baska, Notary Public

Return to:
750 N. Atlantic Ave
Cocoa Beach, FL 32931

Landy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 15 # Names 70
Trust Fund 8.00 Rec Fee 127.00
Stamp-Ded _____ Excess Tx _____
Stamp-Fee _____ Int Tx _____
Service Chg _____ Return _____

792663

95 MAY - 8 AM 10:42

The undersigned attest that they attended the meeting of Xanadu Condominium Association held on April 15, 1995 as owner or proxy, and that they voted in favor of adopting the attached amendments to the Articles of the Declaration of Condominium.

<u>Unit #</u>	<u>Name</u>	<u>Signature of Designated Voter or Proxy</u>	
203	J. Carl	_____	_____
204	M.W. Burke	_____	_____
205	L. Hollenbeck	<i>Charlotte V. Suter</i>	P
206	D. Hudson	<i>Charlotte V. Suter</i>	P
208	M. Burke	<i>Charlotte V. Suter</i>	P
209	J. Heiss	<i>[Signature]</i>	209
301	K. Stoll	<i>Charlotte V. Suter</i>	P
302	G. Kuznicki	<i>Charlotte V. Suter</i>	P
303	P. Sherman	<i>Charlotte V. Suter</i>	P
304	J. Morlote	_____	_____
305	L. Adams	<i>Laura B. Adams</i>	305
306	C. Schill	_____	_____
308	M. Guerrant	_____	_____
309	D. Gray	<i>[Signature]</i>	309 P
401	S. Sanger	<i>Charlotte V. Suter</i>	P
403	R. Rein	<i>Charlotte V. Suter</i>	P
404	J. Duker	<i>Charlotte V. Suter</i>	P
405	T. Rosowicz	_____	_____
406	R. Sutter	_____	_____
407	D. Blaeuer	_____	_____
408	F. Nathan	<i>Charlotte V. Suter</i>	P
409	R. James	<i>[Signature]</i>	409
501	J. Jesse	<i>Charlotte V. Suter</i>	P
503	J. Jacobson	_____	_____
504	A. Kastner	<i>[Signature]</i>	504

<u>Unit #</u>	<u>Name</u>	<u>Signature of Designated Voter or Proxy</u>	
505	G. Marciniak	<u>Charlene V. Sacks</u>	<u>P</u>
506	Y. Carl	<u>Charlene V. Sacks</u>	<u>P</u>
508	J. Kalin	<u>Charlene V. Sacks</u>	<u>P</u>
509	A. Delduke	<u>Charlene V. Sacks</u>	<u>P</u>
601	F. Sacks	<u>Charlene V. Sacks</u>	<u>P</u>
602	N. Juhn	<u>Charlene V. Sacks</u>	<u>P</u>
603	F. Sivard	<u>Frank J. Sivard</u>	<u>603</u>
604	P. Myers	<u>Patricia A. Myers</u>	<u>604</u>
605	W. Podany	<u>Frank J. Sivard</u>	<u>605</u>
606	K. Williams	<u>Matthew R. Williams</u>	<u>606</u>
607	Eliff	<u>No designated Voter</u>	<u>_____</u>
608	B. James	<u>_____</u>	<u>_____</u>
609	T. Hasle	<u>_____</u>	<u>_____</u>
701	G. Nebel	<u>Charlene V. Sacks</u>	<u>P</u>
702	M. Burke	<u>Charlene V. Sacks</u>	<u>P</u>
703	L. Kasing	<u>_____</u>	<u>_____</u>
704	B. Orelowitz	<u>Charlene V. Sacks</u>	<u>P</u>
705	F. Dayus	<u>Charlene V. Sacks</u>	<u>P</u>
706	S. DiGioia	<u>Charlene V. Sacks</u>	<u>P</u>
708	G. Martin	<u>Charlene V. Sacks</u>	<u>P</u>
709	E. Miller	<u>_____</u>	<u>_____</u>
801	E. Shubel	<u>_____</u>	<u>_____</u>
803	D. Norris	<u>_____</u>	<u>_____</u>
804	B. Lawrence	<u>Charlene V. Sacks</u>	<u>P</u>
805	K. Ryan	<u>_____</u>	<u>_____</u>
806	L. Battista	<u>Charlene V. Sacks</u>	<u>P</u>

<u>Unit #</u>	<u>Name</u>	<u>Signature of Designated Voter or Proxy</u>	
807	H. Isaacs	<u>[Signature]</u>	807
808	H. Hart	<u>Charlotte V. Saets</u>	P
809	D. Cherry Trese	<u>[Signature]</u>	
901	H. McCluskey	<u>[Signature]</u>	
902	J. Goodman	<u>Charlotte V. Saets</u>	P
903	V. Vander Ploeg	<u>Charlotte V. Saets</u>	P
904	H. Hartmann	<u>Charlotte V. Saets</u>	P
905	K. Shay	<u>Charlotte V. Saets</u>	P
906	R. Fine	<u>Charlotte V. Saets</u>	P
908	F. Grbinich	<u>[Signature]</u>	
909	E. Ellis	<u>[Signature]</u>	
1001	J. Heslop	<u>Charlotte V. Saets</u>	P
1003	S. Nicholson	<u>Charlotte V. Saets</u>	P
1004	T.M. Barrett	<u>[Signature]</u>	
1005	L. Kessel	<u>[Signature]</u>	
1006	A. Schwalbe	<u>[Signature]</u>	
1007	M. Schwartz	<u>Charlotte V. Saets</u>	P
1008	H. Poole	<u>Charlotte V. Saets</u>	P
1009	K. Benson	<u>[Signature]</u>	
1101	H. Gears	<u>[Signature]</u>	
1102	P. Baiter	<u>[Signature]</u>	
1103	A. Drucker	<u>Charlotte V. Saets</u>	P
1104	J. Goff	<u>Charlotte V. Saets</u>	P
1105	D. Coxwell	<u>[Signature]</u>	
1106	P. Eansor	<u>Charlotte V. Saets</u>	P
1108	J. Siwinski	<u>Charlotte V. Saets</u>	P

<u>Unit #</u>	<u>Name</u>	<u>Signature of Designated Voter or Proxy</u>	
1109	H. Fabe	<u>Charlotte V. Sauter</u>	<u>P</u>
1201	A. Sanders	<u>Alice Sanders</u>	<u>1201</u>
1203	D. Lambert	_____	_____
1204	K. Steven Kawa	_____	_____
1205	W. Baker	_____	_____
1206	M. Inforna	<u>Charlotte V. Sauter</u>	<u>P</u>
1207	D. Greene	_____	_____
1208	W. Garrity	<u>Wm. Garrity</u>	<u>1208</u>
1209	D. Ringdahl	<u>Charlotte V. Sauter</u>	<u>P</u>
1401	R. Gotcher	<u>Robert Gotcher</u>	<u>1401</u>
1402	F. Zehngebot	_____	_____
1403	R. Coenson	<u>Charlotte V. Sauter</u>	<u>P</u>
1404	J. Bolger	<u>Charlotte V. Sauter</u>	<u>P</u>
1405	D. Saccuzzo	<u>for [Signature]</u>	<u>1405</u>
1406	R. Humbert	<u>Charlotte V. Sauter</u>	<u>P</u>
1408	R. Barton	<u>Robert A. Barton</u>	<u>1408</u>
1409	L. Stein	<u>Charlotte V. Sauter</u>	<u>P</u>
1501	G. Rust	_____	_____
1503	J. Masci	<u>Charlotte V. Sauter</u>	<u>P</u>
1504	B. Kaplan	<u>Charlotte V. Sauter</u>	<u>P</u>
1505	R. Streifer	<u>R. Streifer</u>	<u>1505</u>
1506	M. Hodgson	<u>Charlotte V. Sauter</u>	<u>P</u>
1508	A. Burns	<u>Charlotte V. Sauter</u>	<u>P</u>
1509	W. Linwood Jones	<u>W. Linwood Jones</u>	<u>1509</u>
PH-1	R. Weller	<u>R. Weller</u>	<u>PH-1</u>
PH-2	J. Campagna	<u>Charlotte V. Sauter</u>	<u>P</u>

<u>Unit #</u>	<u>Name</u>	<u>Signature of Designated Voter or Proxy</u>
PH-3	J. Yossifon	<u>[Signature]</u>
PH-4	E. Buchan	<u>[Signature]</u> P
PH-5	J. Pellmann	<u>[Signature]</u> P
PH-6	H. Kirsner	<u>[Signature]</u> P

STATE OF FLORIDA


COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 15th day of April, 1995, before me personally appeared the following:

John L. Heiss
 Laura B. Adams
 Frank L. Sivard
 W. Linwood Jones
 Anton Kastner
 Patricia A. Myers
 Kathryn R. Williams
 H. G. Isaacs
 Ann Sanders

William J. Garrity
 Robert W. Gotcher
 Robert L. Barton
 Robert Striefer
 R. Weller
 Charlotte V. Barton

IN WITNESS WHEREOF, I have hereto set my and official seal this 15th day of April, 1995.

My Commission Expires:
 KRISTA L BASKA
 My Commission CC263401
 Expires Mar 15, 1997
 Huckleberry Associates Inc
 800-422-1555

[Signature]
 Krista L. Baska, Notary Public

AMENDMENTS TO DECLARATION

Page 3

IV

APARTMENT BOUNDARIES, COMMON ELEMENTS,
AND LIMITED COMMON ELEMENTS

The apartments of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the apartments, the boundaries of which apartments are more specifically shown on Exhibit "A", pages 7 through 20, attached hereto. The dark solid lines on the floor plans herein above mentioned represent the perimetrical boundaries of the apartments, while the upper and lower boundaries of the apartments, relating to the elevations of the apartments, are shown in notes on said plan.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant. In addition, there are one hundred thirty-seven (137) garages or garage spaces numbered 1 through 39, inclusive, B-1 through B-16, inclusive C-1 through C-16, inclusive, and D-1 through D-66, inclusive, and storage areas shown on Sheets 7 through 20 of Exhibit "A" which are common elements but which the Developer reserves the right to designate for use by individual unit owners and upon such designation by Developer said garages or garage spaces and storage areas shall become limited common elements.

Expenses of maintenance, and repair or replacement relating to the limited common elements shall be treated as and paid for as part of the common expenses of the Association, except that the expense of the maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner. In addition, the expenses of the maintenance relating to the decorated or finished exposed interior floor, ceiling and inside walls surfaces, as well as the expenses for maintenance, repairs and replacement of facilities, such as garage enclosures, entrance grills, hurricane shutters, etc., constructed at the owner's expense in common or limited common areas shall be borne by and assessed against the individual unit owner, except that when, in accordance with Article XII hereof, an owner is given credit for shutters installed by the owner, the cost of operating, maintaining and replacing those shutters shall then be borne by the Association. However, the cost of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

Note: The last two paragraphs of Article IV remain unchanged.

Page 5
Article VII - 3rd para.

In the event that assessments levied against any Unit ~~Owner~~ or any installments thereof shall remain unpaid for sixty (60) days or more, then so long as such delinquent assessments and/or installments are not received by the Association, such unpaid assessments and/or installments may be deemed to be a common expense of the Association to be paid out of Association reserves or surplus and, in the event said reserves or surplus are exhausted, then by means of a special assessment as the Board of Administration shall determine. Nothing herein shall be deemed to forgive or abate the obligation of the delinquent Unit ~~Owner~~ to pay the amount of such unpaid assessments and/or installments to the Association or to pay assessments and installments thereafter becoming due.

Page 5
Article VII, last para.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements and limited common elements) to secure payment of assessments, for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel and for reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of said lien. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, ~~the amount due and the date when due.~~ And the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said lien is recorded and all such claims. A claim of lien shall be signed and verified by an officer or agent of the corporation, the amount due, and the due dates. It must be executed and acknowledged by an officer or authorized agent of the association. No such lien shall be effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1 year period shall automatically be extended for any length of time during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming an interest in the parcel. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest, late charges and all reasonable costs and attorney's fees incurred by the association incident to the collection. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel.

Page 7
Article VII, 5th para

The Association may at anytime require owners to maintain a minimum balance on deposit with the Association to cover future assessments. Said deposit shall be uniform for ~~similar~~ each and every units, in accordance with the proportion set out herein above, and shall in no event exceed three (3) months' assessments.

Page 7
Article VIII, para. b.

b. The Association shall ~~be required to obtain and maintain "all risk" and flood insurance~~ use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the condominium property. This would include "Hazard" and flood insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, in an amount equal to the maximum insurable replacement value in an adequate amount, exclusive of foundation and excavation cost. All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installation or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceiling of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications, , or as existed at the time the unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings, and, as to contracts entered into after July 1, 1992, does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters or built-in cabinets. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy. The Association shall also be required to obtain and maintain comprehensive liability insurance with combined single limits of at least one million (\$1,000,000.00) dollars for the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment.

The Association may carry such other insurance or as may be required by any local State or Federal agency and shall obtain such other coverage as the Board of Administration may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Worker's Compensation Law.

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

~~An institutional first mortgagee shall mean a bank, trust company, savings and loan association, insurance company, real estate investment trust, pension fund or comparable entity which is regulated either by Federal or State law, including entities which are controlled, controlled by, or under common control with, and such entities.~~

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interest of the Association to pay the insurance proceeds into a construction fund to be administered by the Board. ~~an institutional first mortgagee as herein above provided. No institutional first 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, (1) obtaining a construction loan from other sources, (2) obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.~~

*** The last three paragraphs of Article VIII remain unchanged.

IX
RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

b. The Association, at its expense, shall be responsible for the maintenance repair and replacement of all common elements and limited common elements, (except the decorated or finished exposed interior floor, ceiling and inside all surfaces as set forth in Article IV) including those portions thereof which contribute the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors, ~~opening into walkways,~~ but excluding sliding glass doors, windows, and screens, and excluding improvements made by an owner in common and limited common areas, shall also be the Association's responsibility. Maintenance, repair and replacement of hurricane shutters installed by the Association in accordance with the provision of Article XII hereof shall also be the responsibility of the Association. 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.

a. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guest, invitees, and servants. The one-bedroom unit is hereby restricted to no more than two (2) occupants. Each two-bedroom unit is hereby restricted to no more than four (4) occupants. Each three-bedroom unit is hereby restricted to no more than ~~five (5)~~ six (6) occupants. Each four-bedroom unit is hereby restricted to no more than six (6) occupants. ~~No individual under sixteen years of age is permitted to reside in the condominium on a permanent basis. Permanent basis shall be defined as residing at the condominium for more than sixty (60) days in any calendar year.~~

*** Para. b. through g. remain unchanged.

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

i. It is prohibited to hang garments, rugs, etc. from windows, ~~or from any of the facades of the project,~~ balconies or any other exterior area of the building, except that any unit owner may display one portable, removable United States flag in a respectful way.

*** Para. j. through l. remain unchanged.

Article XI
LIMITATIONS UPON RIGHT OF OWNER TO
ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; except as provided below. Further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment. ~~The Association shall have the power to authorize the installation of storm shutters by individual unit owners provided that the storm shutters are uniform in appearance and in harmony with the color scheme of the exterior of the condominium. No storm shutter shall be installed by a unit owner without the prior consent of the Association. The board of administration shall adopt hurricane shutter specifications which shall include color, style, and other factors deemed relevant by the board. All specifications adopted by the board shall comply with the applicable building code. The board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the board.~~

The Association shall have the power to authorize the installation by the individual unit owners of grills across the entranceways (alcoves) to the units in the condominium provided they are in harmony with the color scheme of the condominium and provided the unit owner obtains the prior written consent of the Association. Although the unit owner is responsible for maintaining the grills in a proper condition and repair the Association shall ensure that the grills are properly maintained at the unit's owner's expense. The enforcement provisions of Article IX shall apply to the maintenance and repair of grills. An example of the entranceway (alcove) where grills may be placed with Association approval is attached hereto.

In addition, unit owners shall be permitted to place indoor-outdoor carpeting or ceramic tile in the alcoves described above and shall be permitted to place plants in these alcoves provided the alcoves are maintained in a neat and attractive condition at all times, within the sole discretion of the Association. Unit owners shall immediately comply with any request of the Association to correct the appearance of the alcove. The Association is hereby empowered to pass reasonable rules and regulations with regard to the alcoves so that they shall be maintained by all unit owners in an attractive manner in harmony with the remainder of the building.

The Association shall have the power to authorize the installation of a glass window on the West side of the main building in the condominium as shown on the floor plan of penthouse-06 attached hereto upon presentation of the plans for installation of the window to the Association and approval thereof by the Association.

The Association shall have the power to authorize the uniform alteration of the railings around the balconies of Penthouse-01, Penthouse-06, and the open area on the West side of the main building in the condominium by removing the plaster a distance of 16" from the top of the railings. This modification shall be permitted on the West side of the main building only.

The Association shall have the power to authorize the enclosure of garages (enclosed parking spaces) in both the 15 story main building and the separate parking garage. The enclosures shall be uniform in appearance and shall be approved in writing by the Association prior to construction. The cost of the enclosure shall be borne by unit the unit owner who also shall be responsible for the maintenance and repair of the enclosure. Once the enclosure is completed unit owners shall be permitted to use the enclosed parking spaces for storage so long as the door is kept closed when the enclosure is not in use.

Article XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY
ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by written approval of ~~a majority~~ two-thirds of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed one hundred fifteen percent (115%) of the current regular annual assessment, unless prior written consent is received from a majority of the voting members.

The board may, subject to the approval of a majority of voting interest of the condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units, or association property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the board may not install hurricane shutters. The board may operate shutters installed pursuant to this subsection without permission of the unit owners only where such operation is necessary to preserve and protect the condominium property and association property. The expense of installation, replacement, operation, repair, and maintenance of hurricane shutters by the board shall constitute a common expense and shall be collected as such.

A unit owner who has, previous to the installation of shutters by the board, installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit, the credit to be based upon the depreciated value of the shutters installed by the owner, assuming a ten-year useful life. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the board, and shall remain responsible for a pro rata share of the common expense of the replacement, operation, repair, and maintenance of shutters installed on or within common elements and association property.

XIII
AMENDMENT OF DECLARATION

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

Amendments to this Declaration shall be proposed and adopted in the following manner:

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

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

~~There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that with the consent of all institutional first mortgagees the Developer reserves the right to amend, modify, alter or annul any covenants, restrictions or conditions of this Declaration, until eight percent (80%) of the units have been sold and titled out to individual purchasers. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning not less than two thirds (2/3) of the apartment units in the condominium. No amendment to this Declaration shall be adopted which operate to affect the validity or priority of any mortgage held by an institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, power and privileges granted and reserved herein in favor of any institutional mortgagee or in favor of the Developer without the consent of all such mortgagees, or the Developer, as the case may be.~~

No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment and unless all the record owners of all other units approve the amendment.

No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text".

An amendment of a Declaration is effective when properly recorded in the public records of Brevard County, Florida. After an amendment has been adopted and recorded in accordance with the above, a copy of the amendment will be furnished to each unit owner along with the statement that the amendment has been adopted and recorded and is effective.

*** The subsequent paragraphs of Article XIII remain unchanged.

CERTIFICATE

✓

The Undersigned, Secretary and President of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a Joint Meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 15th day of April 1995, the attached amendment to the By-laws of the Association was adopted by the required vote of the membership as set forth in the By-Laws of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 17 day of April, 1995.

Charlotte J. Jones
SECRETARY

CORPORATE SEAL



Linwood Jones
PRESIDENT

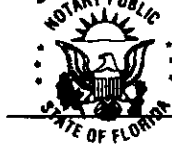
STATE OF FLORIDA

COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Charlotte Barton and Linwood Jones, known to me to be the Secretary and President respectively, of the XANADU CONDOMINIUM ASSOCIATION, INC. and they acknowledge before me that they executed the foregoing Certificate as such Officers of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 17th day of April 1995.

My Commission Expires:



KRISTAL BASKA
My Commission CC263401
Expires Mar 15, 1997
Huckleberry Associates Inc
800-422-1555

Kristal L. Baska
Kristal L. Baska, Notary Public

Return to:
750 N. Atlantic Ave
Cocoa Beach FL 32931

Sandy Crawford Clerk Circuit Court
Recorded and Verified Brevard County, FL
Pgs. 8 # Pages 2
Trust Fund 4.50 Rec Fee 33.00
Stamp-Dues _____ Excise Tax _____
Stamp-Fee _____ Not Tax _____
Service Chg _____ Refund _____

792664
95 MAY - 8 AM 10:42

AMENDMENTS TO BY-LAWS
OF XANADU CONDOMINIUM ASSOCIATION

Page 2, 2nd para. f.

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

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

a. The annual membership meeting shall be held at the office of the Association at 7:00 PM, Eastern Standard Time, on the first Tuesday in February of each year, or whenever the Board of Administration may from time to time determine, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members, ~~; provided, however, that, if that day is a legal holiday, the meeting shall be held at the same hour on the succeeding Tuesday.~~

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

c. Notice of all membership meetings, regular or special, shall be given by the President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member unless waived in writing, such notice to be written or printed and to state the time, place of object for which the meeting is called and must include an agenda. Such notice shall be given to each member not less than ~~fifteen (15)~~ fourteen (14) days ~~nor more than thirty (30) days~~ prior to the date set for such meeting, which notice shall be mailed or presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent by first class mail, which mailing shall be deemed notice. Written notice of all membership meeting, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) continuous days prior to the meeting. Upon notice to the unit owners, the board shall by duly adopted rule designate a specific location on the condominium property or association property upon which all notices of unit owner meetings shall be posted. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. An officer of the association shall provide an affidavit, to be included in the official records of the association, affirming that notices of the association meeting were mailed or hand delivered in accordance with this provision, to each unit owner at the address last furnished to the association. If any membership meeting cannot be organized because a quorum has not attended, or because a greater percentage of the membership to constitute a quorum of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum is present. Unit owners may waive notice of specific meetings and may take action by written agreement without meetings provided there is strict compliance with the percentage of unit owners or voting rights required to make decisions and to constitute a quorum as provided in the Declaration of Condominium, Bylaws and Articles of Incorporation of this condominium.

d. At the membership meetings, the President shall preside, or in his absence, ~~the membership shall elect a chairman the Vice-President shall preside.~~ In the absence of both the President and Vice-President the Board shall elect a presiding officer.

4. BOARD OF ADMINISTRATION AND OFFICERS

a. The Board of Administration shall consist of five (5) directors who shall be elected at the annual meeting of the membership. ~~Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the annual meeting of the membership shall serve for the term of two (2) years, except that at the first annual election following adoption of this amendment three directors shall be elected for a term of two (2) years and two directors shall be elected for a term of (1) year. Thereafter~~ There shall be three directors elected at the annual meeting each odd-numbered year and two directors elected at the annual meeting each even-numbered year, all to serve for a term of two years or until successors are duly elected. In addition, at the annual meeting there shall be a director elected for a term of one year when, during the previous year the Board has appointed a Director to fill a vacancy created during the first year of a departing Director's term. The newly constituted Board shall determine which of the newly elected Directors will serve the one-year term. Any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

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

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

2.

The following is a substantial rewording of the Bylaw pertaining to the election of directors. See Bylaws paragraph 4 b for present text.

b. Election of Directors

(1) Members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. The board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the association of intent to run. At this meeting, the board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the association not less than 40 days before a scheduled election. Not less than 30 days before the election, the association shall mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the association. However, the association has no liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid election of members of the board of administration. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot may obtain such assistance. The regular election shall occur on the date of the annual meeting. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the board.

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

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

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

*** Sub-paragraphs 4e through 4k (4) remain unchanged

Page 5, 4th para. k (5)

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

Page 5, para 4k(10)

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

(a) The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association and the common elements. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

(b) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but not necessarily be limited to, fixtures, installation or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof in accordance with the original plans and specifications. However, the word "building" does not include floor coverings, ceiling coverings or wall coverings. With respect to the coverage provided for by the paragraph, the unit owners shall be considered additional insureds under the policy.

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

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

(13) To prepare and maintain as part of the official records of the Association, a completed "Frequently asked Questions and Answers Sheet" substantially conforming to DBR Form 33-032, as referenced in rule 61B-17.0011, Florida Administrative Code. The association shall update the information provided in the answers to the Frequently Asked Questions and Answers Sheet and prepare a revised sheet every 12 months beginning from when the sheet was last revised. The answers to the questions may be summary in nature, in which case the answer shall refer to identified portions of the condominium documents.

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

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expenses classification, as contained in the proposed budget or otherwise, if applicable. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance or replacement cost and for any other item for which the deferred maintenance expense or replacement cost exceeds \$10,000. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This paragraph shall not apply to budgets in which the members of the Association have by a majority vote of the total voting interests in person or by limited proxy at a duly called meeting of the Association, determined for a fiscal year to provide no reserves or less adequate than required by this paragraph. If a meeting of the unit owners have been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

*** paragraph 6 c is unchanged

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

f. The Board of Administration shall mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than ~~thirty (30)~~ fourteen (14) days prior to the meeting at which the budget will be considered. The unit owners shall be given written notice of the time and place at which such meeting of the Board of Administration to consider the budget shall be held, and such meeting shall be open to the unit owners. If a budget is adopted by the Board of Administration which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the Board, upon written application of ten percent (10%) of the ~~unit owners~~ voting interests to the Board, shall call a special meeting of the unit owners within thirty (30) days upon not less than ten (10) days written notice to each unit owner. At the special meeting, unit owners shall consider and adopt a budget by a vote of not less than a two-thirds (2/3) majority of all ~~unit owners~~ voting interests. The Board of Administration may propose the budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by a majority of all ~~unit owners~~ voting interests in writing, the budget shall be adopted. If a meeting of the unit owners have been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed on hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred or a regular or annual basis, or assessments for betterment to the condominium property shall be excluded from the computation. ~~Provided, however, that so long as the Developer is in control of the Board of Administration the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.~~

8. AMENDMENTS TO BYLAWS

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

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

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

c. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote ~~of a majority of the entire membership of the Board of Administration and by an affirmative vote~~ of the members owning ~~a majority~~ not less than two thirds (2/3) of the apartment units in the condominium. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Bylaw. See Bylaw ... for present text". Thereupon, such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the public records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members.

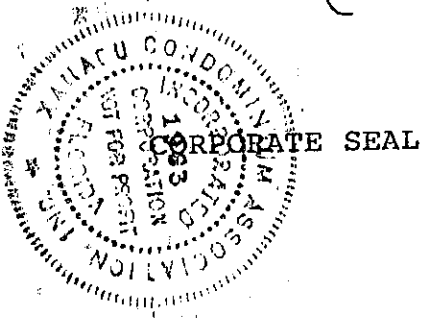
d. At any meeting held to consider such amendment or amendments to the Bylaws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the corporation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

e. After an amendment has been adopted and recorded in accordance with the above, a copy of the amendment will be furnished to each unit owner along with the statement that the amendment has been adopted and recorded and is effective.

CERTIFICATE

The Undersigned, Secretary and President of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a joint meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 27th day of December 1991, the attached amendment to the By-Laws of the Association was adopted by the required vote of the membership as set forth in the By-Laws of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of December, 1991.



Roberta J. Humbert
SECRETARY

Larry M. Ramsay
PRESIDENT

STATE OF FLORIDA
COUNTY OF BREVARD

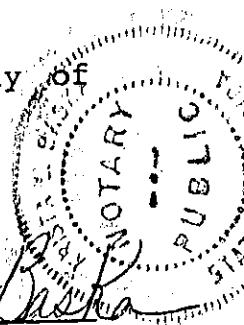
BEFORE ME, the undersigned authority, personally appeared Roberta J. Humbert and Larry M. Ramsay, known to me to be the Secretary and the President respectively, of XANADU CONDOMINIUM ASSOCIATION, INC. and they acknowledged before me that they executed the foregoing Certificate as such Officers of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 27th day of December, 1991.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: MAR. 15, 1993.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Krista L. Daska
NOTARY PUBLIC



c. Notice of all membership meetings, regular or special, shall be given by the President, Secretary or Treasurer of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived in writing, such notice to be written or printed and to state the time, place and object for which the meeting is called. Such notice shall be given to each member not less than fifteen (15) days nor more than thirty (30) days prior to the date set for such meeting, which notice shall be mailed or Presented personally to each member within said time. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which such notice was received by him. If mailed, the notice of the membership meeting shall be sent by ~~certified~~ first class mail, ~~return receipt requested~~, which mailing shall be deemed notice. Written notice of all membership meetings, regular or special, shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. An officer of the association shall provide an affidavit, to be included in the official records of the association, affirming that notices of the association meeting were mailed or hand delivered in accordance with this provision, to each unit owner at the address last furnished to the association.

ATTENTION

This amendment was adopted at our Membership Meeting on December 27, 1991. Please place this copy in your condominium documents.

FILED
2/24/89

CERTIFICATE

Redwood
CLERK CIRCUIT COURT
BREVARD COUNTY, FLA.

The Undersigned, Secretary and President of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a joint meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 7th day of February 1989, the attached amendment to the By-Laws of the Association was adopted by the required vote of the membership as set forth in the By-Laws of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand this 7th day of February, 1989.



Kenneth S. Alles

SECRETARY

Frank J. Sivard

PRESIDENT

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared Kenneth Alles and Frank Sivard, known to me to be the Secretary and the President respectively, of XANADU CONDOMINIUM ASSOCIATION, INC. and they acknowledged before me that they executed the foregoing Certificate as such Officers of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 7th day of February, 1989.

My Commission Expires:

Deborah L. Leach

Notary Public

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. DEC 15, 1990
BONDED THRU GENERAL INS. UND.



PGS. 2 # NAMES 2
TRUST FUND \$ 150 REC'D PAYMENT AS
REC FEE \$ 900 INDICATED FOR CLASS
DOC ST. \$ _____ "C" INTANGIBLE & DOC
INT TAX \$ _____ STAMP TAXES INCLUDING
SER. CHG. \$ _____ PENALTY & INTEREST.
REFUND \$ _____ *Redwood*
Clerk Circuit Court
Brevard Co., Florida

THIS INSTRUMENT WAS PREPARED BY:

Krista Baska
XANADU CONDO. ASSOC. INC.
250 N. ATLANTIC AVE.
COCOA BEACH, FL 32931
784-9112

2980
2421

629586
89 FEB 17 AM 8:51

4. BOARD OF ADMINISTRATION AND OFFICERS

a. The Board of Administration shall consist of ~~three (3)~~ five (5) directors. ~~until turnover of control of the Association by the Developer at which time it shall increase to five (5)~~. Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership. Each director elected at the ~~first~~ annual meeting of the membership thereafter shall serve for the term of one ~~(1)~~ year or until his successor is duly elected, two (2) years, except that at the first annual election following adoption of this amendment three directors shall be elected for a term of two (2) years and two directors shall be elected for a term of (1) year. Thereafter there shall be three directors elected at the annual meeting each odd-numbered year and two directors elected at the annual meeting each even-numbered year, all to serve for a term of two years or until successors are duly elected. Any member of the Board of Administration may be recalled and removed from office with or without cause by a vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. ~~The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the units in the condominium operated by the Association.~~

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

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

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

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

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

7

AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

XANADU, A CONDOMINIUM

900
SERVING
REFUND
Brevard County, Florida

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Armanda Delduke, who is the Secretary of Xanadu Condominium Association, Inc., a corporation not for profit, hereby certifies that at the annual meeting of the owners of the Condominium units in the Xanadu, a Condominium, which is further described in the Declaration of Condominium recorded in Official Records Book 2417, Pages 1831 through 1905 inclusive, Public Records of Brevard County, Florida, which meeting was held on the 4th day of February, 1986, it was proposed that Article I of the Declaration of Condominium of XANADU, A CONDOMINIUM, be amended as follows:

I

ESTABLISHMENT OF CONDOMINIUM

The Second Paragraph of this Article is amended as follows:

The Provisions of the Florida Condominium Act, as is now written or as it may hereafter be written or amended, are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and Articles of Incorporation of XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit. The provisions of this paragraph shall not apply if the Condominium Act provision that is in conflict with a provision of this Declaration shall state that it applies only if there is no provision on that subject in this Declaration.

and the undersigned Secretary further certifies that the Amendment was duly adopted in accordance with the provisions of Article XIII of the Declaration of Condominium and that the original proposed Amendment has been executed and signed by the owners of seventy-nine (79) of the condominium units in the XANADU Condominium project and that the original signed copies of the Proposed Amendment is on file in the corporate records of the Xanadu Condominium Association, Inc.

161251

1986 MAR 25 PM 4:19

IN WITNESS WHEREOF, the Xanadu Condominium Association, Inc. has caused this Amendment to be executed by its Secretary on this 24th day of March, 1986 for and on behalf of the Xanadu Condominium Association, Inc.

Signed, Sealed and Delivered
in the Presence of:

Sophia C. Lyszkowski
[Signature]

Xanadu Condominium Association, Inc.
By *Armanda Delduke*
Secretary

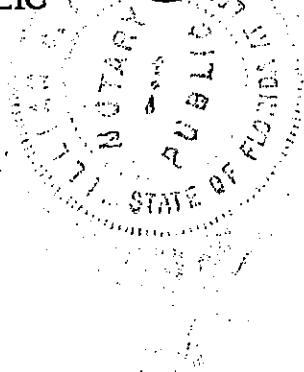
STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing Amendment was acknowledged before me this 24th day of March, 1986 by Armanda Delduke, Secretary of Xanadu Condominium Association, Inc., a Florida corporation not for profit, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 4/24/89

Notary Public, State of Florida
My Commission Expires April 24, 1989
Bonded thru Truoy Title Insurance, Inc.



225 10

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

RECORDED & VERIFIED
CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

CERTIFICATE

The undersigned, as Secretary of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a joint meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 13th day of March, 1984, the attached Amendments to the Declaration of Condominium were adopted by the required vote of the membership as set forth in the Declaration of Condominium.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of June, 1984.

Ben L. Ross
SECRETARY

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared BEN L. ROSS, known to me to be the Secretary of XANADU CONDOMINIUM ASSOCIATION, INC., and he acknowledged before me that he executed the foregoing Certificate as such officer of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 22nd day of June, 1984.

My Commission Expires:
May 26, 1986

Cheryl Lupton
Notary Public

REC FEE \$ 45.00 REC'D PAYMENT AS
DOC ST \$ _____ INDICATED FOR CLASS
INT TAX \$ _____ "C" INTANGIBLE & DOC
SER CHG \$ _____ STAMP TAXES, SIGNED
REFUND \$ _____
Clerk Circuit Court Brevard Co Florida [Signature]

PGS 14 # NAMES 2
TRUST FUND 7.50 REC'D PAYMENT AS
REC FEE \$ 57.00 INDICATED FOR CLASS
DOC ST. \$ _____ "C" INTANGIBLE & DOC
INT TAX \$ _____ STAMP TAXES INCLUDING
SER. CHG. \$ _____ PENALTY & INTEREST.
REFUND \$ 40.00 Clerk Circuit Court
Brevard Co., Florida [Signature]

→ Xanadu Condo. Assoc.
750 N. Atlantic Ave.
Cocoa Beach, FL
32931
784-2692

652926
89 APR 10 AM 9:13

OFF. REC. PAGE
2980 1570

2

OFF. REC.
2523

PAGE
2805

This instrument prepared by Curtis R. Mostey, Esq. of Wolfe, Kirschenbaum, Caruso, Mosley & Kabboord, P. O. Box 757, Cocoa Beach, Florida 32931

RECORDED & INDEXED
CLERK, CIRCUIT COURT
BREVARD COUNTY, FLA.

CERTIFICATE

The undersigned, as Secretary of XANADU CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a joint meeting of the membership and the Board of Administration of XANADU, A CONDOMINIUM, as established by the recording of the Declaration of Condominium in Official Records Book 2417, Page 1831, of the Public Records of Brevard County, Florida, held on the 13th day of March, 1984, the attached Amendments to the Declaration of Condominium were adopted by the required vote of the membership as set forth in the Declaration of Condominium.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of June, 1984.

Ben L. Ross
SECRETARY

STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared BEN L. ROSS, known to me to be the Secretary of XANADU CONDOMINIUM ASSOCIATION, INC., and he acknowledged before me that he executed the foregoing Certificate as such officer of said corporation freely and voluntarily for the purposes set forth therein.

WITNESS my hand and official seal this 22nd day of June, 1984.

My Commission Expires:

May 26, 1986

Cheryl Lupton
Notary Public

REC FEE \$ <u>45.00</u>	REC'D PAYMENT AS
DOC ST \$ _____	INDICATED FOR CLASS
INT TAX \$ _____	"C" INTANGIBLE & DOC
SER' CHG \$ _____	STAMP TAXES. SIGNED
REFUND \$ _____	

Clerk Circuit Court Brevard Co. Florida [Signature]



# PGS <u>14</u>	# NAMES <u>2</u>
TRUST FUND <u>7.50</u>	REC'D PAYMENT AS
REC FEES \$ <u>57.00</u>	INDICATED FOR CLASS
DOC ST. \$ _____	"C" INTANGIBLE & DOC
INT TAX \$ _____	STAMP TAXES INCLUDING
SER. CHG. \$ _____	PENALTY & INTEREST.
REFUND \$ <u>40.50</u>	

Clerk Circuit Court Brevard Co., Florida [Signature]

→ Xanadu Condo. Assoc.
750 N. Atlantic Ave.
Cocoa Beach, FL
32931
784-2692

652926

89 APR 10 AM 9:13

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AMENDMENT TO DECLARATION OF CONDOMINIUM

XANADU CONDOMINIUM ASSOCIATION, INC., XANADU OF COCOA BEACH, INC., and SUNFLOWER CLUB, INC., pursuant to the authority contained in The Florida Condominium Act and Article XIII of the Declaration of Condominium does hereby amend the Declaration of Condominium establishing XANADU, A CONDOMINIUM, as recorded in Official Records Book 2417, Page 1831 of the Public Records of Brevard County, Florida, as follows:

Article XI is hereby amended as follows:

"The Association shall have the power to authorize the installation of a glass window on the West side of the main building in the condominium as shown on the floor plan of Penthouse-06 attached hereto upon presentation of the plans for installation of the window to the Association and approval thereof by the Association."

IN WITNESS WHEREOF, the above stated Developer and Condominium Association have caused these presents to be signed and sealed this 13th day of March, 1984.

Signed, sealed and delivered in the presence of:

XANADU OF COCOA BEACH, INC.

Cheyl Layton

By: Ben L Ross
Ben L. Ross, Vice President

Carl Williams

SUNFLOWER CLUB, INC.

Cheyl Layton

By: K.E. Alles
K.E. Alles, Vice President

Carl Williams

XANADU CONDOMINIUM ASSOCIATION, INC.

Cheyl Layton

By: K.E. Alles
K.E. Alles. President

Carl Williams

OFF. REC.

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared BEN L. ROSS, Vice-President of XANADU OF COCOA BEACH, INC., a Florida corporation, and K.E. ALLES, ^{Vice} President of SUNFLOWER CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations, and the said instrument is the act and deed of said corporations.

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

Cheyl Layton
Notary Public

My commission expires:
May 26, 1986

PAGE
1 2 7 1

AMENDMENT TO DECLARATION OF CONDOMINIUM

XANADU CONDOMINIUM ASSOCIATION, INC., XANADU OF COCOA BEACH, INC., and SUNFLOWER CLUB, INC., pursuant to the authority contained in The Florida Condominium Act and Article XIII of the Declaration of Condominium does hereby amend the Declaration of Condominium establishing XANADU, A CONDOMINIUM, as recorded in Official Records Book 2417, Page 1831 of the Public Records of Brevard County, Florida, as follows:

Article XI is hereby amended as follows:

"The Association shall have the power to authorize the installation of a glass window on the West side of the main building in the condominium as shown on the floor plan of Penthouse-06 attached hereto upon presentation of the plans for installation of the window to the Association and approval thereof by the Association."

IN WITNESS WHEREOF, the above stated Developer and Condominium Association have caused these presents to be signed and sealed this 13th day of March, 1984.

Signed, sealed and delivered in the presence of:

XANADU OF COCOA BEACH, INC.

Cheyl Layton

By: Ben L. Ross
Ben L. Ross, Vice President

Carl Williams

SUNFLOWER CLUB, INC.

Cheyl Layton

By: K.E. Alles
K.E. Alles, Vice President

Carl Williams

XANADU CONDOMINIUM ASSOCIATION, INC.

Cheyl Layton

By: K.E. Alles
K.E. Alles, President

Carl Williams

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared BEN L. ROSS, Vice-President of XANADU OF COCOA BEACH, INC., a Florida corporation, and K.E. ALLES, ^{Vice} President of SUNFLOWER CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations, and the said instrument is the act and deed of said corporations.

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

Cheyl Layton
Notary Public

My commission expires:
May 26, 1986

OFF. REC.

PAGE

STATE OF FLORIDA
COUNTY OF BREVARD

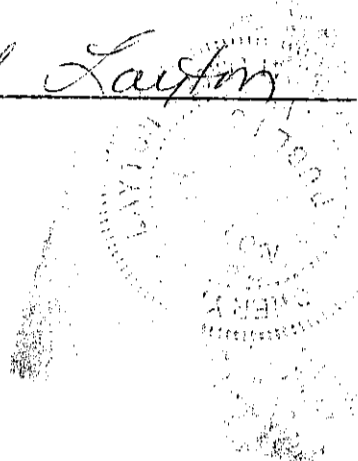
I HEREBY CERTIFY, that on this 15th day of March, 1984, before me personally appeared K. E. ALLES, President of XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Creep Layton
Notary Public

My Commission expires:

May 26, 1986



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STATE OF FLORIDA
COUNTY OF BREVARD

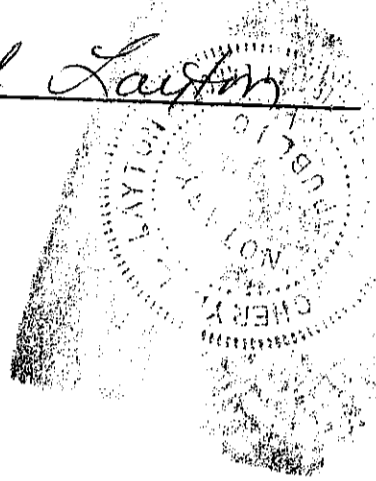
I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared K. E. ALLES, President of XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Cheryl Layton
Notary Public

My Commission expires:

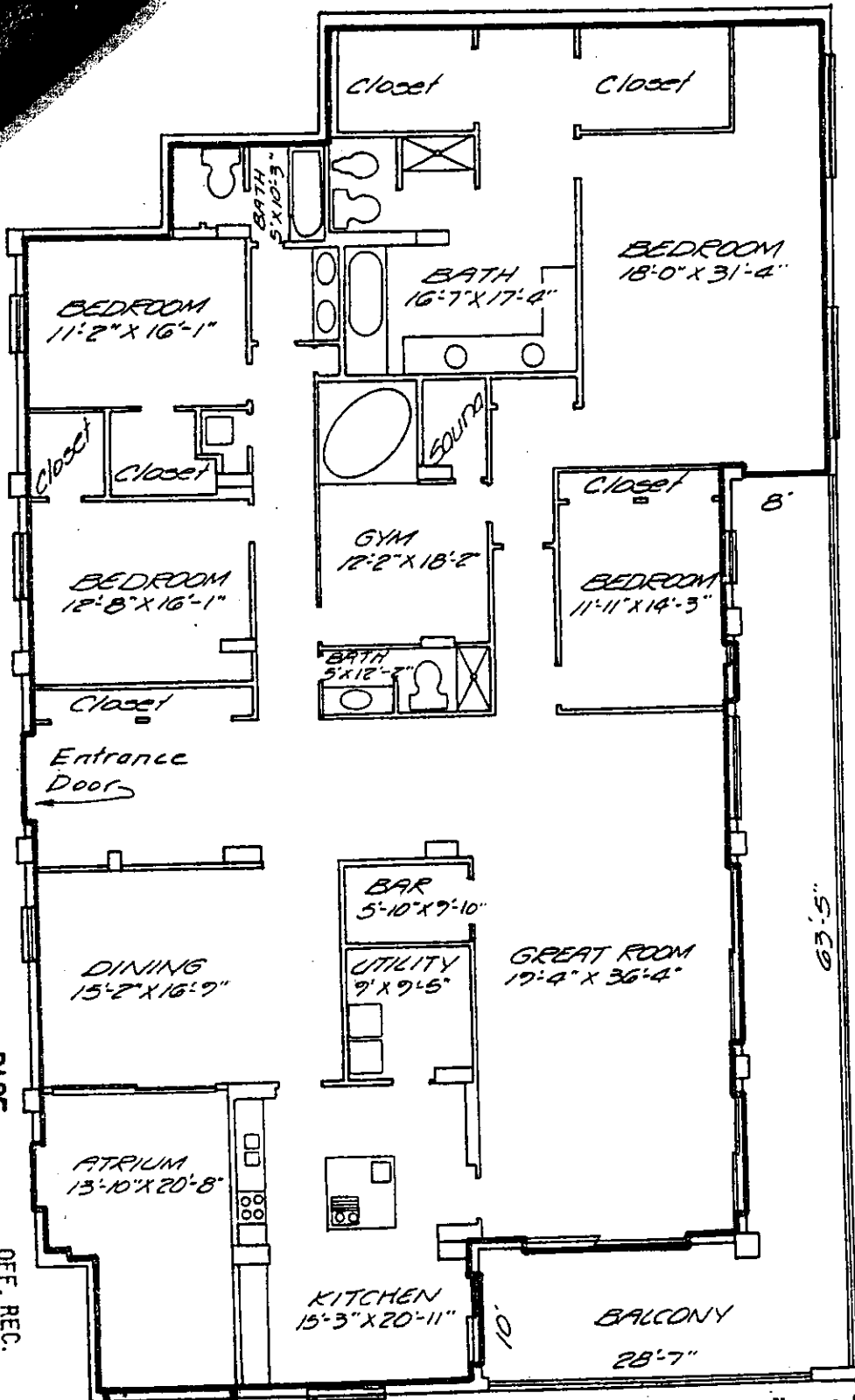
May 26, 1986



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↑ WINDOW

PENTHOUSE UNIT "06"

SURVEYOR'S NOTES

1. ALL AREAS SHOWN EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF UNIT PH-06. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. ——— INDICATES THE LIMITS OF UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 MARCH 7, 1983

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 2417

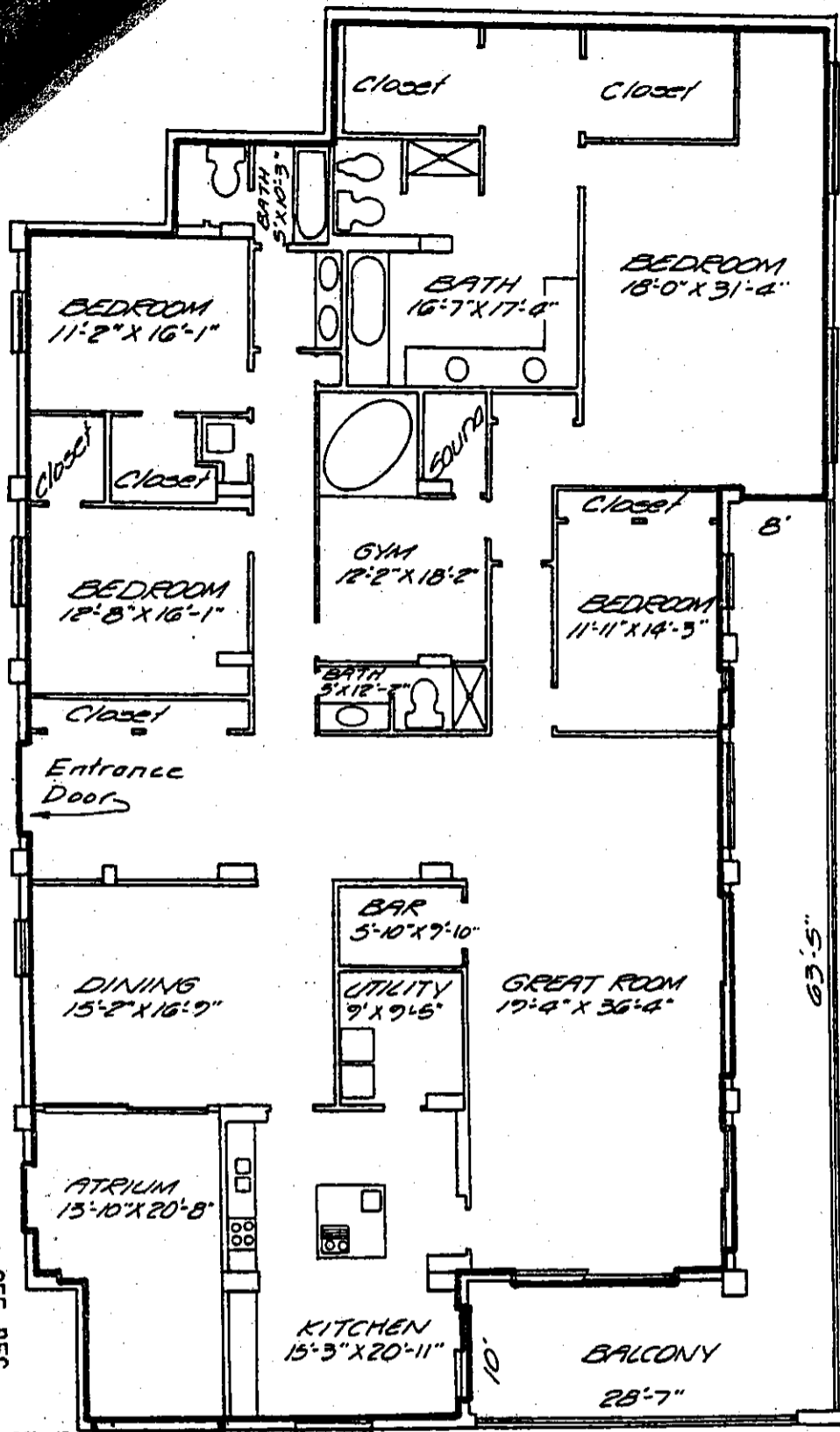
EXHIBIT "A"

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 1890

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PAGE



PENTHOUSE UNIT "06"

SURVEYOR'S NOTES

1. ALL AREAS SHOWN EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
2. THIS UNIT IS TYPICAL OF UNIT PH-06. SEE THE BUILDING FLOOR PLANS FOR ITS LOCATION WITHIN THE BUILDING.
3. _____ INDICATES THE LIMITS OF UNIT.
4. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
5. APPROXIMATE UNIT DIMENSIONS ARE SHOWN ON THE FLOOR PLANS.

ALLEN ENGINEERING, INC.
 COCOA BEACH, FLORIDA
 MARCH 7, 1983

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EXHIBIT "A"

PAGE
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AMENDMENT TO DECLARATION OF CONDOMINIUM

XANADU CONDOMINIUM ASSOCIATION, INC., XANADU OF COCOA BEACH, INC., and SUNFLOWER CLUB, INC., pursuant to the authority contained in The Florida Condominium Act and Article XIII of the Declaration of Condominium do hereby amend the Declaration of Condominium establishing XANADU, A CONDOMINIUM, as recorded in Official Records Book 2417, Page 1831 of the Public Records of Brevard County, Florida, as follows:

Article XI is hereby amended as follows:

"The Association shall have the power to authorize the enclosure of garages (enclosed parking spaces) in both the 15 story main building and the separate parking garage. The enclosures shall be uniform in appearance and shall be approved in writing by the Association prior to construction. The cost of the enclosure shall be borne by the unit owner who also shall be responsible for the maintenance and repair of the enclosure. The enforcement provisions of Article IX shall apply to the maintenance and repair of the enclosures. Once the enclosure is completed unit owners shall be permitted to use the enclosed parking spaces for storage so long as the door is kept closed when the enclosure is not in use."

IN WITNESS WHEREOF, the above stated Developer and Condominium Association have caused these presents to be signed and sealed this 13th day of March, 1984.

Signed, sealed and delivered
in the presence of:

XANADU OF COCOA BEACH, INC.

Cheryl Layton

By: Ben L. Ross
Ben L. Ross, Vice President

Carl Williams

SUNFLOWER CLUB, INC.

Cheryl Layton

By: K.E. Alles
K.E. Alles, Vice President

Carl Williams

XANADU CONDOMINIUM ASSOCIATION, INC.

Cheryl Layton

By: K.E. Alles
K.E. Alles President

Carl Williams

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared BEN L. ROSS, Vice-President of XANADU OF COCOA BEACH, INC., a Florida corporation, and K. E. Alles, ^{Vice} President of SUNFLOWER CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations, and the said instrument is the act and deed of said corporations.

OFF. REC.

PAGE

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

Cheryl Laiston
Notary Public

My commission expires:
May 26, 1986

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared K. E. ALLES, President of XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Cheryl Laiston
Notary Public

My Commission expires:
May 26, 1986

OFF. REC.

PAGE
1-1-1-1

AMENDMENT TO DECLARATION OF CONDOMINIUM

XANADU CONDOMINIUM ASSOCIATION, INC., XANADU OF COCOA BEACH, INC., and SUNFLOWER CLUB, INC., pursuant to the authority contained in The Florida Condominium Act and Article XIII of the Declaration of Condominium does hereby amend the Declaration of Condominium establishing XANADU, A CONDOMINIUM, as recorded in Official Records Book 2417, Page 1831 of the Public Records of Brevard County, Florida, as follows:

Article XI is hereby amended as follows:

"The Association shall have the power to authorize the uniform alteration of the railings around the balconies of Penthouse-01, Penthouse-06, and the open area on the West side of the main building in the condominium by removing the plaster a distance of 16" from the top of the railings. This modification shall be permitted on the West side of the main building only."

IN WITNESS WHEREOF, the above stated Developer and Condominium Association have caused these presents to be signed and sealed this 13th day of March, 1984.

Signed, sealed and delivered in the presence of:

XANADU OF COCOA BEACH, INC.

Cheyl Layton

By: Ben L Ross
Ben L. Ross, Vice President

Carol Williams

SUNFLOWER CLUB, INC.

Cheyl Layton

By: K.E. Alles
K.E. Alles, Vice President

Carol Williams

XANADU CONDOMINIUM ASSOCIATION, INC.

Cheyl Layton

By: K.E. Alles
K.E. Alles, President

Carol Williams

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared BEN L. ROSS, Vice-President of XANADU OF COCOA BEACH, INC., a Florida corporation, and K.E. Alles, Vice President of SUNFLOWER CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations, and the said instrument is the act and deed of said corporations.

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

Cheyl Layton
Notary Public

My commission expires: May 26, 1986

OFF. REC.
PAGE
1576

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

Cheryl Layton
Notary Public

My commission expires:
May 26, 1986

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared K. E. ALLES, President of XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

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

Cheryl Layton
Notary Public

My Commission expires:
May 26, 1986

OFF. REC.

PAGE

1577

AMENDMENT TO DECLARATION OF CONDOMINIUM

XANADU CONDOMINIUM ASSOCIATION, INC., XANADU OF COCOA BEACH, INC., and SUNFLOWER CLUB, INC., pursuant to the authority contained in The Florida Condominium Act and Article XIII of the Declaration of Condominium do hereby amend the Declaration of Condominium establishing XANADU, A CONDOMINIUM, as recorded in Official Records Book 2417, Page 1831 of the Public Records of Brevard County, Florida, as follows:

Article XI is hereby amended as follows:

"The Association shall have the power to authorize the installation by the individual unit owners of grills across the entranceways (alcoves) to the units in the condominium provided they are in harmony with the color scheme of the condominium and provided the unit owner obtains the prior written consent of the Association. Although the unit owner is responsible for maintaining the grills in a proper condition and repair the Association shall ensure that the grills are property maintained at the unit's owner's expense. The enforcement provisions of Article IX shall apply to the maintenance and repair of grills. An example of the entranceway (alcove) where grills may be placed with Association approval is attached hereto.

In addition, unit owners shall be permitted to place indoor-outdoor carpeting in the alcoves described above and shall be permitted to place plants in these alcoves provided the alcoves are maintained in a neat and attractive condition at all times, within the sole discretion of the Association. Unit owners shall immediately comply with any request of the Association to correct the appearance of the alcove. The Association is hereby empowered to pass reasonable rules and regulations with regard to the alcoves so that they shall be maintained by all unit owners in an attractive manner in harmony with the remainder of the building."

IN WITNESS WHEREOF, the above stated Developer and Condominium Association have caused these presents to be signed and sealed this 13th day of March, 1984.

Signed, sealed and delivered
in the presence of:

XANADU OF COCOA BEACH, INC.

Cheryl Layton

By: Ben L. Ross
Ben L. Ross, Vice President

Carol Williams

SUNFLOWER CLUB, INC.

Cheryl Layton

By: K.E. Alles
K.E. Alles,

Carol Williams

XANADU CONDOMINIUM ASSOCIATION, INC.

Cheryl Layton

By: K.E. Alles
K.E. Alles, President

Carol Williams

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1870

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared BEN L. ROSS, Vice-President of XANADU OF COCOA BEACH, INC., a Florida corporation, and K.E. Alles, President of SUNFLOWER CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations, and the said instrument is the act and deed of said corporations.

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

Cheryl Layton
Notary Public

My commission expires:
May 26, 1986

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 13th day of March, 1984, before me personally appeared K.E. Alles, President of XANADU CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing and severally acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

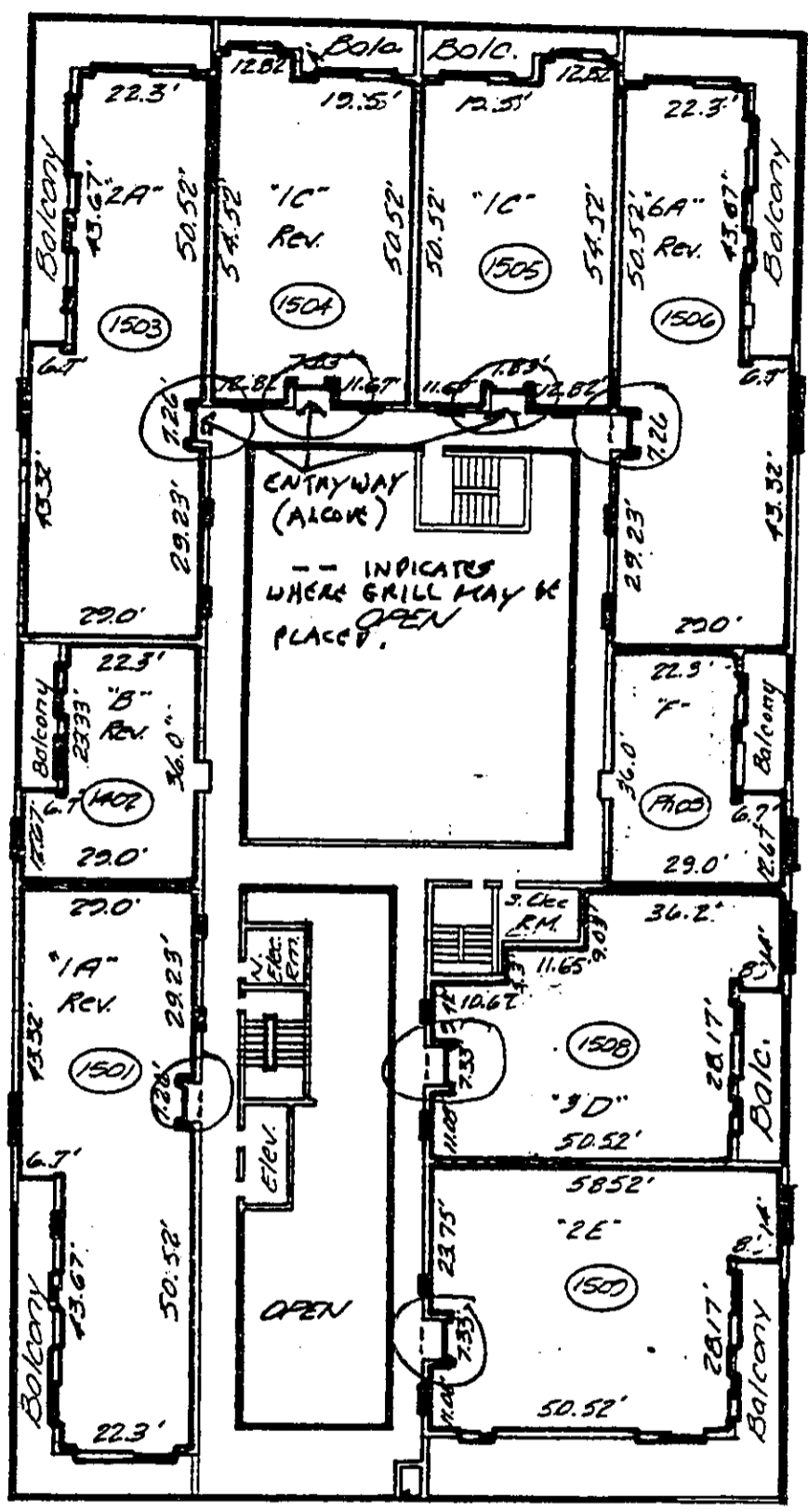
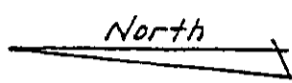
WITNESS my signature and official seal at Cocoa Beach, the County of Brevard and State of Florida, the day and year last aforesaid.

Cheryl Layton
Notary Public

My Commission expires:
May 26, 1986

OFF. REC.

PAGE



15th. FLOOR PLAN

SURVEYOR'S NOTES:

1. THE FIFTEENTH FLOOR FINISHED FLOOR ELEVATION IS 134.87 FEET.
2. THE FIFTEENTH FLOOR FINISHED CEILING ELEVATION IS 143.54 FEET.
3. THE BALCONIES ADJACENT TO THE UNIT SHOWN ARE COMMON ELEMENTS LIMITED TO THE USE OF THOSE UNITS.
4. THE UNITS ARE AS SHOWN.
5. ALL AREAS SHOWN, EXCLUSIVE OF THE UNITS AND THE LIMITED COMMON ELEMENTS, ARE COMMON ELEMENTS OF THE CONDOMINIUM.
6. THE ELEVATIONS SHOWN ARE BASED ON N.G.V. DATUM OF 1929.
7. SEE SHEETS 21 THRU 42 FOR INDIVIDUAL UNIT PLAN.
8. ——— INDICATES LIMITS OF THE UNIT.
9. (1503) INDICATES UNIT NUMBER DESIGNATION.
10. ALL DIMENSIONS SHOWN WITHIN THE UNITS ARE INTERIOR MEASUREMENTS.

OFF. REC. 2523

PAGE 2815

AMENDMENT TO DECLARATION OF CONDOMINIUM

XANADU OF COCOA BEACH, INC., and SUNFLOWER CLUB, INC., pursuant to the authority contained in Article XIII of the Declaration of Condominium does hereby amend the Declaration of Condominium establishing XANADU, A CONDOMINIUM, as recorded in Official Records Book 2417, Page 1831 of the Public Records of Brevard County, Florida, and the Florida Condominium Act, as follows:

1. Delete the third sentence of the second complete paragraph of Article IV as recorded in Official Records Book 2417, Page 1834, of the Public Records of Brevard County, Florida, in its entirety and substitute therefore the following sentence:

"In addition, there are one hundred thirty-seven (137) garages numbered 1 through 39, inclusive, B-1 through B-16, inclusive, C-1 through C-16, inclusive, and D-1 through D-66, inclusive, and storage area shown on Sheets 6 through 20 of Exhibit "A" which are common elements but which the Developer reserves the right to designate for use by individual unit owners and upon such designation by Developer said garages and storage areas shall become limited common elements."

2. Delete Sheet 4 of Exhibit "A" to the Declaration of Condominium as recorded in Official Records Book 2417, Page 1852 in its entirety and substitute the attached Sheet 4 therefore.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed this 27 day of April, 1983.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]

Cbeyl Layton

XANADU OF COCOA BEACH, INC.

BY: *[Signature]*
Ben L. Ross, Vice President

[Handwritten signatures]

Cbeyl Layton

SUNFLOWER CLUB, INC.

BY: *[Signature]*
Scott Alles, President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY, that on this 27 day of April, 1983, before me personally appeared BEN L. ROSS, Vice President of XANADU OF COCOA BEACH, INC., a Florida corporation, and SCOTT ALLES, President of SUNFLOWER CLUB, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seals of said corporations, and the said instrument is the act and deed of said corporations.

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

[Signature]
Notary Public

My commission expires

NOTARY PUBLIC'S STATE OF FLORIDA
MY COM. EXPIRES MAR 31 1987

13.00

NEED PAYMENT AS
INDICATED FOR CLASS
STAMP DATES SHOULD

OFF. REC.

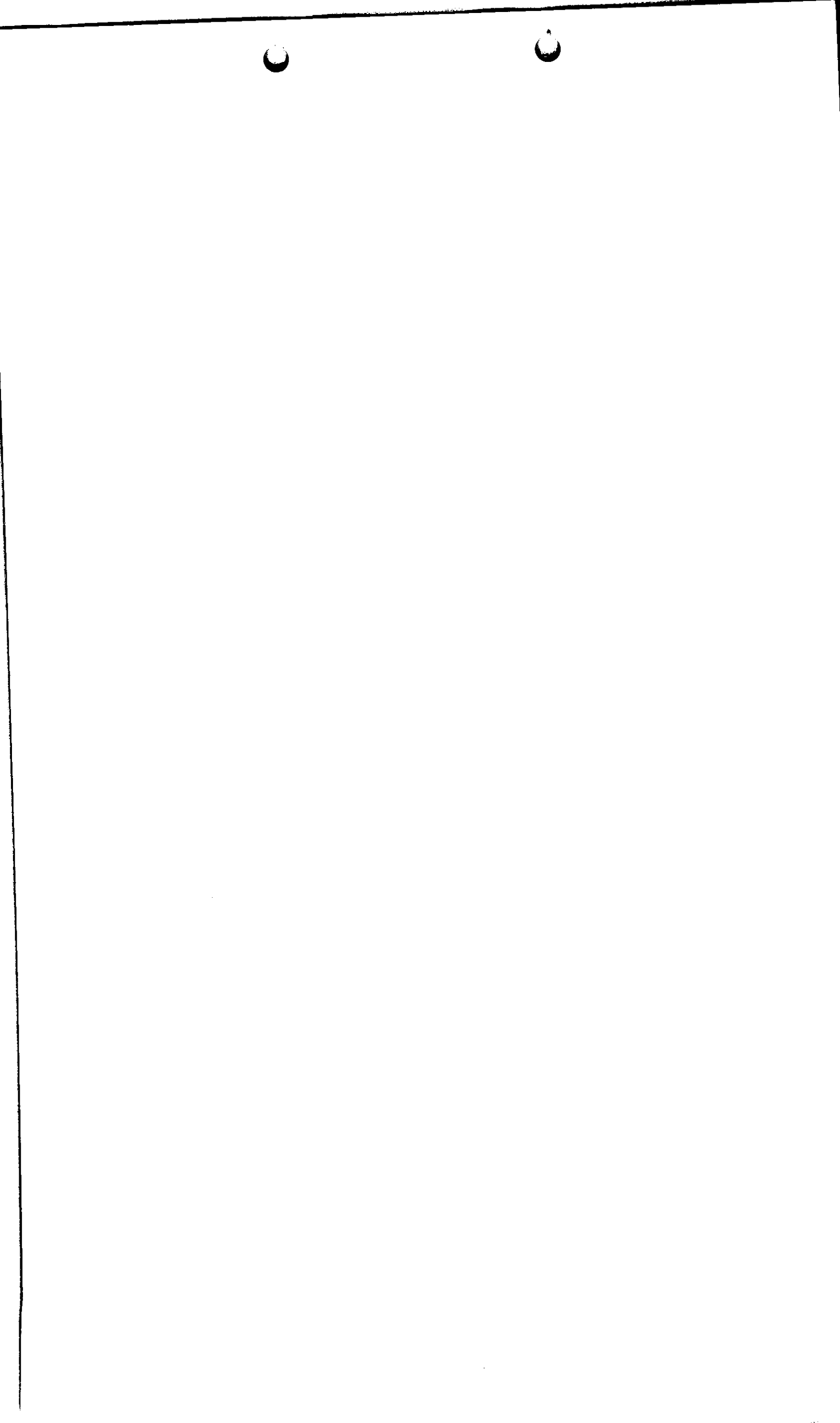
2426

PAGE

2530

757102

1983 MAY -4 AM 9:41



AFFIDAVIT CONFIRMING ERROR ON
THE PLOT PLAN ON SHEET 4 OF
EXHIBIT "A" IN THE DECLARATION
OF CONDOMINIUM FOR :
XANADU, A CONDOMINIUM

State Of Florida
County of Brevard

Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared John R. Campbell, by me well known to be the person hereinafter described, who, being first duly cautioned and sworn, deposes and says on oath as follows, to wit:

That I, John R. Campbell, am a Registered Land Surveyor authorized to practice Professional Land Surveying in the State of Florida, and that I am a salaried employee of Allen Engineering, Inc. and that on March 7, 1983, EXHIBIT "A" of the declaration of Condominium for XANADU, a Condominium was prepared under my supervision and direction. This Declaration was recorded in Official Records Book 2417 at Pages 1832 through 1898 inclusive.

The affiant further says that a subsequent examination of the EXHIBIT was completed under his direction within the last 10 days and as a result of this examination an error was discovered on Sheet 4 of the aforesaid EXHIBIT "A".

The affiant further says: that the correction to be described will not conflict with the evidence on the ground, and in his opinion this correction should be substituted for the erroneous data shown on said sheet to wit:

Sheet 4, EXHIBIT "A"

The dimension of the south property line that now reads 238 feet, should read 228 feet.

The affiant further saith not:

In witness whereof: I hereto set my hand and official seal this 22nd day of April 1983, A.D.

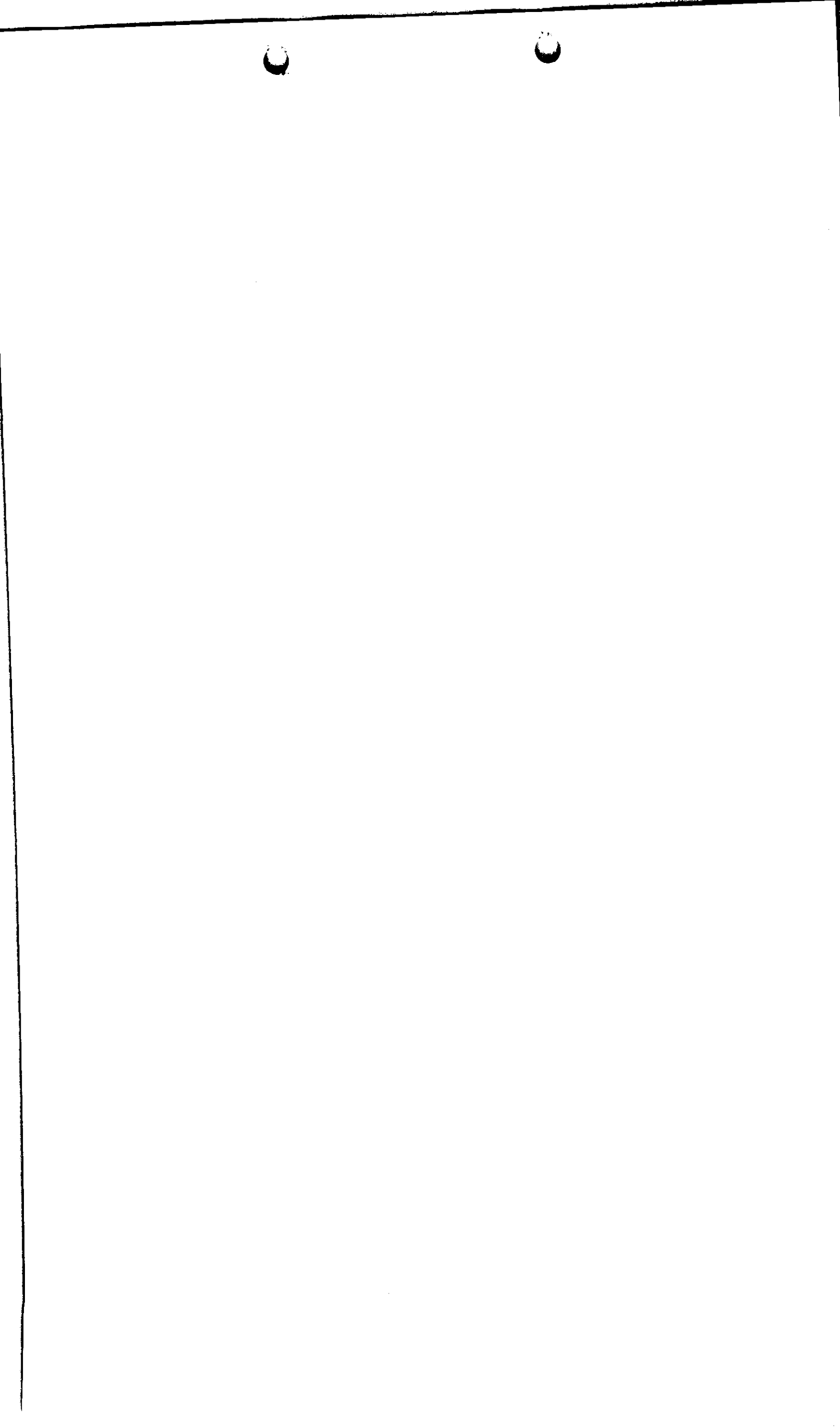
ALLEN ENGINEERING, INC.

BY: John R. Campbell

John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

Sworn to and subscribed before me as to "John R. Campbell", this 22nd day of April 1983, A.D.

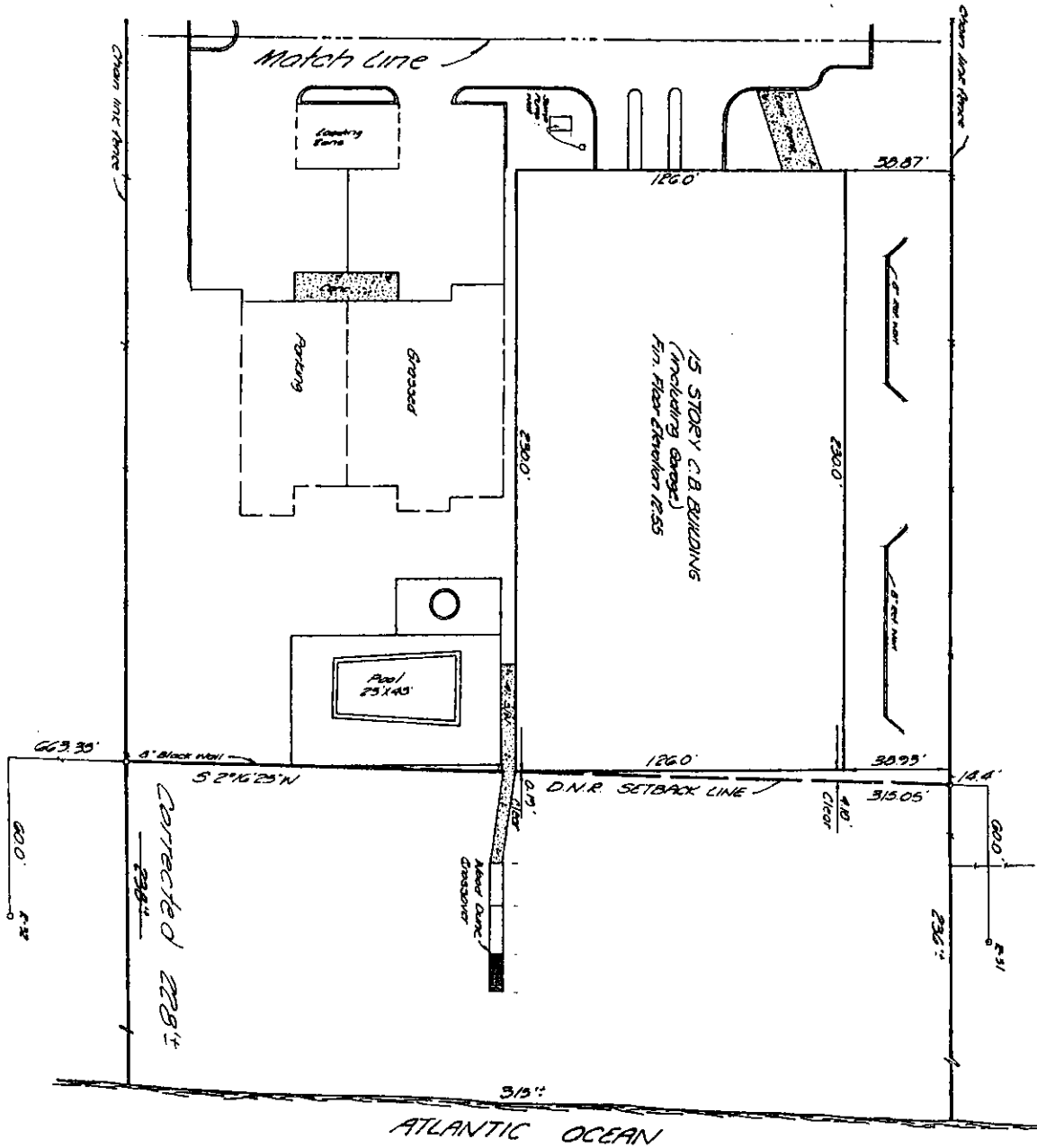
Brona J. McLeary
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES: AUGUST 23, 1983



XANODU, A CONDOMINIUM

GRAPHIC PLOT PLAN

NORTH
Scale: 1"=64'



SURVEYOR'S NOTES

1. SEE SHEET 3 FOR CONTINUATION OF SITE PLAN.
2. SEE SHEET 5 FOR SURVEYOR'S NOTES FOR PLOT PLAN.

ALLEN ENGINEERING, INC.
COCOA BEACH, FLORIDA
MARCH 7, 1983
REVISED APRIL 22, 1983

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2426

EXHIBIT "A"

AFFIDAVIT, SHEET 2 OF 2
PAGE 1

SHEET 4

2532

