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2005 OCT 26 AM 9:28
TALLAHASSEE FLORIDA

10/27/05

CORPDIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
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2005 OCT 26 AM 9:28

STATE
TALLAHASSEE FLORIDA

CONTACT: TRACY SPEAR

DATE: 10/26/05

REF. #: 000973.43822

CORP. NAME: TAVISTOCK DISTRICT ASSOCIATION, INC.

☒ ARTICLES OF INCORPORATION ☒ NOT FOR PROFIT

☐ ANNUAL REPORT

☐ TRADEMARK/SERVICE MARK

☐ FICTITIOUS NAME

☐ FOREIGN QUALIFICATION

☐ LIMITED PARTNERSHIP

☐ LIMITED LIABILITY

☐ REINSTATEMENT

☐ MERGER

☐ WITHDRAWAL

☐ CERTIFICATE OF CANCELLATION

☐ OTHER:

STATE FEES PREPAID WITH CHECK# 5060 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

COST LIMIT: \$ _____

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Examiner's Initials

ARTICLES OF INCORPORATION
OF
TAVISTOCK DISTRICT ASSOCIATION, INC.

2005 OCT 26 AM 9:28

STATE
TALLAHASSEE FLORIDA

By these Articles of Incorporation, the undersigned Subscriber forms a corporation not for profit in accordance with Chapter 617, Florida Statutes, and pursuant to the following provisions ("these Articles");

ARTICLE I

NAME

The name of the corporation shall be TAVISTOCK DISTRICT ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "District Association."

ARTICLE II

DURATION

The District Association shall exist perpetually unless and until dissolved according to law. Corporate existence of the District Association shall commence upon the filing of these Articles with the Florida Department of State.

ARTICLE III

DEFINITIONS

Unless the context otherwise requires, all capitalized terms herein shall have the same meaning as set forth in the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Tavistock District recorded or to be recorded in the Public Records of Brevard County, Florida, as it may be amended or supplemented from time to time (the "District Declaration"), which pertains to the property described in Exhibit "A", attached hereto and incorporated herein by reference.

ARTICLE IV

PRINCIPAL OFFICE

The principal office and mailing address of the District Association is located at 7380 Murrell Road, Suite 201, Viera, Florida 32940.

ARTICLE V

REGISTERED OFFICE AND AGENT

Raphael F. Hanley, whose address is 7380 Murrell Road, Suite 201, Viera, Florida 32940, is hereby appointed the initial registered agent of the District Association and the registered office shall be at said address.

ARTICLE VI

PURPOSE AND POWERS OF THE DISTRICT ASSOCIATION

The District Association shall not pay dividends and no part of any income of the District Association shall be distributed to its members, directors or officers. The District Association is formed to provide for, among other things, the improvement, maintenance, preservation and architectural control of the District Property and to promote the recreation, health, safety and welfare of the Owners. The District Association shall have all the powers of a nonprofit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the District Declaration. The District Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the District Declaration, any Supplemental Declaration, these Articles and the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the District Association for the benefit of the Owners and for the maintenance, administration and improvement of the District Property, Areas of Common Responsibility and Common Areas. The duties and powers of the District Association shall be exercised by the Board of Directors unless provided otherwise in the District Declaration, these Articles of Incorporation or the Bylaws, and shall include, without limitation, the following:

(a) To fix, levy, collect and enforce payment of, by any lawful means, all charges, fines or Assessments pursuant to the terms of the District Declaration, these Articles or the Bylaws; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the District Association, including without limitation all licenses, taxes or governmental charges levied or imposed against the property of the District Association; and to provide adequate funding for the performance of any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the District Association for the benefit of the Owners and for the maintenance, administration and improvement of the District Property and Area of Common Responsibility, including without limitation the maintenance and operation of the District Drainage System and those portions of the Master System Stormwater Ponds which are the District Association's responsibility to maintain;

(b) To acquire (by gift, purchase or otherwise), manage, control, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property subjected to the District Declaration or any other property for which the District Association by rule, regulation, District Declaration or contract has a right or duty to provide such services;

(c) To borrow money, and as provided in the District Declaration or Bylaws, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(d) To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority or utility;

(e) To enforce covenants, conditions, or restrictions affecting any property to the extent the District Association may be authorized to do so under the District Declaration or Bylaws;

(f) To engage in activities which will actively foster, promote, and advance the common interests of all owners of the District Property;

(g) To enter into, make, perform, or enforce contracts of every kind and description, and to perform all other acts necessary, appropriate, or advisable in carrying out any purpose of the District Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(h) To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the District Association; provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of these Articles of Incorporation or the District Declaration;

(i) To maintain, repair, replace and operate portions of the District Property and Areas of Common Responsibility consistent with the obligations imposed upon or assumed by the District Association for maintenance, repair, replacement and operation pursuant to the District Declaration, these Articles, the Bylaws, or separate agreement, including without limitation the District Drainage System and those portions of the Master System Stormwater Ponds which are the District Association's responsibility to maintain, in a manner consistent with all permits issued by the St. Johns River Water Management District and applicable rules of the St. Johns River Water Management District;

(j) To accept jurisdiction over, and the powers and duties imposed with respect to, any additional property which may become part of the District Property or which may otherwise be subjected to the jurisdiction of the District Association as provided in the District Declaration. The District Association shall accept as members all owners of property hereafter subjected to the jurisdiction of the District Association as provided in the District Declaration; and

(k) To sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article VI are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article VI.

ARTICLE VII

MEMBERSHIP

7.1 Membership. Each Owner, including the District Declarant, shall be a member of the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit or Unplatted Parcel owned. Any person or entity who holds any interest merely as a security for the performance of any obligation shall not be a member. The District Association membership of each Owner shall be appurtenant to the Unit or Unplatted Parcel giving rise to such membership, and shall not be transferred except upon the transfer of title to said Unit or Unplatted Parcel and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title shall operate automatically to transfer the membership in the District Association appurtenant thereto to the new Owner thereof. The membership of an Owner shall not be refused, waived or surrendered, but voting rights and rights of use and enjoyment of the Common Area may be regulated or suspended as provided in these Articles of Incorporation, the District Declaration, the Bylaws and the rules and regulations of the District Association.

7.2 Jurisdiction of District Association. The District Association and each member thereof must accept as members those owners subject to the jurisdiction of the District Association as provided in the District Declaration.

ARTICLE VIII

VOTING RIGHTS

8.1 Voting Rights. The voting rights of members in the District Association shall be as set forth in the District Declaration and Bylaws, as the same may be amended from time to time.

8.2 Multiple Owners. Each vote in the District Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote on behalf of a particular Unit or Unplatted Parcel, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the

event more than the appropriate number of votes are cast for a particular Unit or Unplatted Parcel, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE IX

BOARD OF DIRECTORS

The business and affairs of the District Association shall be managed by a Board of Directors. The initial Board of Directors shall be comprised of three (3) directors, but may be enlarged (i) by the District Declarant during the Class "B" Control Period or (ii) by the approval of a majority of the members after the Class "B" Control Period, provided that there shall always be an odd number of directorships created. The initial Board of Directors shall consist of three (3) directors appointed by the District Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors pursuant to these Articles and the Bylaws are:

<u>Name</u>	<u>Address</u>
Raphael F. Hanley	7380 Murrell Road, Suite 201 Viera, Florida 32940
Judith C. John	7380 Murrell Road, Suite 201 Viera, Florida 32940
Paul J. Martell	7380 Murrell Road, Suite 201 Viera, Florida 32940

Within thirty (30) days after termination of the Class B Control Period, the members shall elect all directors of the Board of Directors for staggered terms as provided in the Bylaws. The method of election and term of office, removal and filling of vacancies of the Board of Directors shall be as set forth in the Bylaws.

The Board of Directors may delegate such operating authority to such companies, individuals or committees as it, in its discretion, may determine.

ARTICLE X

OFFICERS

The affairs of the District Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at the first meeting, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name</u>	<u>Address</u>
President	Raphael F. Hanley	7380 Murrell Road, Suite 201 Viera, FL 32940

Vice President
and Secretary

Judith C. John

7380 Murrell Road, Suite 201
Viera, FL 32940

Treasurer

Paul J. Martell

7380 Murrell Road, Suite 201
Viera, FL 32940

ARTICLE XI

INDEMNIFICATION

The District Association shall indemnify every officer, director, committee member and employee of the District Association against any and all costs and expenses, including reasonable attorneys' and paralegals' fees, reasonably incurred by or imposed upon such officer, director, committee member or employee in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may be a party by reason of being or having been an officer, director, committee member or employee of the District Association. Such officers, directors, committee members and employees shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors of the District Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the District Association (except to the extent they may also be members of the District Association), and the District Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member, or employee, or former officer, director, committee member or employee may be entitled. The District Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE XII

BYLAWS

The Bylaws of the District Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIII

AMENDMENTS

These Articles may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of at least two-thirds of the total votes of the District Association. However, the percentage of votes

necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until filed with the office of the Secretary of State of Florida. A certified copy of each amendment shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend these Articles at any time to include any provisions which may be required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, and the Department of Housing and Urban Development.

No amendment may remove, revoke, or modify any right or privilege of District Declarant or the Class "B" member without the written consent of District Declarant or the Class "B" member as appropriate, or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

ARTICLE XIV

INCORPORATOR

The name and address of the Incorporator of the District Association is as follows:

Name

Address

Jay A. Decator, III

7380 Murrell Road, Suite 201
Viera, Florida 32940

ARTICLE XV

NONSTOCK CORPORATION

The District Association is organized on a nonstock basis and shall not issue shares of stock evidencing membership in the District Association; provided, however, that membership in the District Association may be evidenced by a certificate of membership which shall contain a statement that the District Association is a corporation not for profit.

ARTICLE XVI

DISSOLUTION

In the event the District Association is intentionally dissolved for the purpose of winding up its affairs, then after the claims of creditors of the District Association have been satisfied from the assets of the District Association or otherwise, the remaining assets of the District Association shall be dedicated to a public body or conveyed to a not-for-profit corporation, as defined in Chapter 617, Florida Statutes, as amended, with similar purposes, as

the Board of Directors of the District Association shall determine in their sole discretion.

Notwithstanding anything contained in the preceding grammatical paragraph to the contrary, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the District Drainage System and those portions of the Master System Stormwater Ponds which are the District Association's responsibility to maintain must be transferred to and accepted by an entity which meets the requirements of section 40C-42.027, Florida Administrative Code, and which is approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XVII

ADDITIONAL PROPERTY

Additional property may be added from time to time to the District Property in accordance with the District Declaration. When made, the additions shall extend the jurisdiction, functions, duties and membership of the District Association to such additional property as may be contemplated by the District Declaration.

The District Association and each member must accept as members the Owners of all Units or Unplatted Parcels in the District Property where the instrument hereafter annexing additional property to the jurisdiction of the District Association provides that the Owners of Units or Unplatted Parcels in the property annexed to the District Property are intended to be members of the District Association and that the District Association is intended to have jurisdiction over them.

IN WITNESS WHEREOF, the undersigned Incorporator has caused these presents to be executed as of the 20 day of October, 2005.

WITNESSES

Melissa S. McComb
Melissa S. McComb
(Print Name)

Jay A. Decator, III
Jay A. Decator, III

Valerie A. Smith
Valerie A. Smith
(Print Name)

Address: 7380 Murrell Rd., Ste. 201
Viera, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

2005 OCT 26 AM 9:28
TALLAHASSEE FLORIDA

The foregoing instrument was acknowledged before me on the 20th day of Oct., 2005, by Jay A. Decator, III. Said person is known to me.



Charlene R. Spangler
MY COMMISSION # DD215777 EXPIRES
May 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Charlene R. Spangler
Signature of Person Taking Acknowledgement
Print Name: _____
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

**CERTIFICATE DESIGNATING REGISTERED AGENT FOR
SERVICE OF PROCESS**

Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

TAVISTOCK DISTRICT ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 7380 Murrell Road, Suite 201, Viera, Florida 32940, has named Raphael F. Hanley, located at the above registered office, as its Registered Agent to accept service of process within this State.

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Raphael F. Hanley
Raphael F. Hanley
Registered Agent

Date: 10/20/05

EXHIBIT "A"
(Page 1 of 3)

SUNSTONE SUBDIVISION - PHASE 1, according to the plat thereof as recorded in
Plat Book 53, page 58, Public Records of Brevard County, Florida.

LESS Tracts A, L, K, B, C, N and M shown on the plat of said subdivision.

V0051000v1

EXHIBIT "A"
(Page 2 of 3)

DESCRIPTION OF EASON LANDING

A parcel of land lying within Section 5, Township 26 South, Range 36 East, Brevard County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 5; thence N00°33'35"W along the west line of said Section 5, 1331.10 feet to a point on the North Right-of-Way line of the Future Extension of Fran Jamieson Way (a future 120' wide Public Right-of-Way); thence N89°11'20"E along the North line of said Right-of-Way 919.82 feet to the POINT OF BEGINNING; thence N00°48'40"W, 25.00 feet to the point of intersection with a non-tangent curve to the right, concave Northwestly, having a radius of 377.00 feet and a radial bearing of N00°48'40"W; thence Northeastly along the arc of said curve a distance of 592.19 feet through a central angle of 90°00'00" to the curves end; thence N00°48'40"W, 161.24 feet to the point of a curve to the left, concave Westerly, having a radius of 377.00 feet; thence Northerly along the arc of said curve a distance of 34.83 feet through a central angle of 05°17'38" to the point of a reverse curve to the right, concave Easterly, having a radius of 60.00 feet; thence Northerly along the arc of said curve a distance of 57.93 feet through a central angle of 55°18'52" to the point of a reverse curve to the left, concave Northwestly, having a radius of 1152.00 feet; thence Northeastly along the arc of said curve a distance of 113.15 feet through a central angle of 05°37'40" to the point of a compound curve to the left, concave Westerly, having a radius of 20.00 feet; thence Northerly along the arc of said curve a distance of 31.77 feet through a central angle of 91°00'44" to the curves end; thence N47°25'51"W, 86.82 feet to the point of intersection with a non-tangent curve to the right, concave Northwestly, having a radius of 1045.00 feet and a radial bearing of N47°25'51"W; thence Northeastly along the arc of said curve a distance of 105.95 feet through a central angle of 05°48'32" to the curves end; thence N36°45'37"E, 28.81 feet; thence S53°14'23"E, 87.00 feet to the point of a curve to the left, concave Northerly, having a radius of 20.00 feet; thence Easterly along the arc of said curve a distance of 31.42 feet through a central angle of 90°00'00" to the curves end; thence N36°45'37"E, 42.87 feet to the point of a curve to the right, concave Southeastly, having a radius of 60.00 feet; thence Northeastly along the arc of said curve a distance of 63.86 feet through a central angle of 60°58'45" to the point of a reverse curve to the left, concave Northerly, having a radius of 377.00 feet; thence Easterly along the arc of said curve a distance of 162.35 feet through a central angle of 24°40'25" to the curves end; thence N73°03'58"E, 127.34 feet to the point of a curve to the left, concave Northwestly, having a radius of 377.00 feet; thence Northeastly along the arc of said curve a distance of 347.93 feet through a central angle of 52°52'38" to the curves end; thence N73°03'58"E, 126.40 feet; thence N16°56'02"W, 233.62 feet to the point of a curve to the left, concave Westerly, having a radius of 770.00 feet; thence Northerly along the arc of said curve a distance of 136.00 feet through a central angle of 10°07'10" to the curves end; thence S62°56'47"W, 50.00 feet to the point of intersection with a non-tangent curve to the left, concave Southwestly, having a radius of 720.00 feet and a radial bearing of S62°56'47"W; thence Northwestly along the arc of said curve a distance of 169.34 feet through a central angle of 13°28'31" to the point of a compound curve to the left, concave Southwestly, having a radius of 377.00 feet; thence Northwestly along the arc of said curve a distance of 198.86 feet through a central angle of 30°13'22" to the cusp and point of intersection with a non-tangent curve to the left, concave Southwestly, having a radius of 177.00 feet and a radial bearing of S85°24'16"W; thence Northwestly along the arc of said curve a distance of 121.09 feet through a central angle of 39°11'48" to the curves end; thence N44°09'54"W, 152.23 feet to the point of a curve to the right, concave Northwestly, having a radius of 630.00 feet; thence Northwestly along the arc of said curve a distance of 110.40 feet through a central angle of 10°02'26" to the curves end; thence N71°48'50"E, 52.18 feet to the point of intersection with a non-tangent curve to the right, concave Easterly, having a radius of 580.00 feet and a radial bearing of N54°27'36"E; thence Northerly along the arc of said curve a distance of 351.35 feet through a central angle of 34°42'29" to the curves end; thence S71°48'50"W, 10.47 feet to the point of intersection with a non-tangent curve to the right, concave Easterly, having a radius of 590.00 feet and a radial bearing of N88°51'53"E; thence Northerly along the arc of said curve a distance of 242.23 feet through a central angle of 23°31'25" to the curves end; thence N22°23'18"E, 46.41 feet to the point of a curve to the left, concave Westerly, having a radius of 510.00 feet; thence Northerly along the arc of said curve a distance of 59.00 feet through a central angle of 06°37'43" to the curves end and being the southerly termination of Tavistock Drive, an 80 foot wide public Right of way per Plat Book _____, Page _____ of said public records; thence S74°14'25"E along said southerly terminus, 80.00 feet to the point of intersection with a non-tangent curve to the right, concave Westerly, having a radius of 590.00 feet and a radial bearing of N74°14'25"W; thence Southerly along the arc of said curve a distance of 68.26 feet through a central angle of 06°37'43" to the curves end; thence S22°23'18"W, 46.41 feet to the point of a curve to the left, concave Easterly, having a radius of 510.00 feet; thence Southerly along the arc of said curve a distance of 592.40 feet through a central angle of 66°33'12" to the curves end; thence S44°09'54"E, 410.80 feet to the point of a curve to the right, concave Southwestly, having a radius of 840.00 feet; thence Southeastly along the arc of said curve a distance of 109.60 feet through a central angle of 07°28'32" to the curves end; thence N54°28'12"E, 40.00 feet; thence S35°19'31"E, 40.00 feet; thence S54°28'12"W, 40.00 feet to the point of intersection with a non-tangent curve to the left, concave Southwestly, having a radius of 840.00 feet and a radial bearing of S56°02'21"W; thence Southeastly along the arc of said curve a distance of 249.63 feet through a central angle of 17°01'37" to the curves end; thence S16°56'02"E, 303.72 feet to the point of a curve to the left, concave Northeastly, having a radius of 610.00 feet; thence Southeastly along the arc of said curve a distance of 314.57 feet through a central angle of 29°32'47" to the curves end; thence S46°28'50"E, 482.26 feet to the point of a curve to the right, concave Southwestly, having a radius of 540.00 feet; thence Southeastly along the arc of said curve a distance of 355.01 feet through a central angle of 37°40'05" to the point of a reverse curve to the left, concave Easterly, having a radius of 800.00 feet; thence Southerly along the arc of said curve a distance of 38.10 feet through a central angle of 02°43'44" to the point of a reverse curve to the right, concave Westerly, having a radius of 518.00 feet; thence Southerly along the arc of said curve a distance of 97.01 feet through a central angle of 10°43'48" to the curves end; thence S00°48'40"E, 131.44 feet to the point of intersection with a non-tangent curve to the left, concave Northerly, having a radius of 25.00 feet and a radial bearing of N36°03'32"E; thence Easterly along the arc of said curve a distance of 18.09 feet through a central angle of 36°52'12" to the curves end being a point on said North Right-of-Way line of the Future Extension of Fran Jamieson Way; thence S89°11'20"W, 2112.70 feet to the POINT OF BEGINNING;

DESCRIPTION OF TERRAMORE SUBDIVISION

A parcel of land lying within Section 5, Township 26 South, all in Range 36 East, Viera, Brevard County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Section 5, Township 26 South, Range 36 East; thence S00°33'35"E along the west line of said Section 5, 231.92 feet to the POINT OF BEGINNING; thence N89°34'53"E, 217.18 feet; thence S00°24'24"E, 128.37 feet to the point of a curve to the left, concave Northeasterly, having a radius of 229.95 feet; thence Southeasterly along the arc of said curve a distance of 361.30 feet through a central angle of 90°01'27" to the curves end; thence N89°34'53"E, 264.36 feet to the point of intersection with a non-tangent curve to the left, concave Northerly, having a radius of 390.00 feet and a radial bearing of N39°41'46"E; thence Easterly along the arc of said curve a distance of 710.32 feet through a central angle of 104°21'17" to the curves end; thence N86°14'12"E, 229.52 feet to the point of intersection with a non-tangent curve to the right, concave Southeasterly, having a radius of 570.00 feet and a radial bearing of S76°24'40"E; thence Northeasterly along the arc of said curve a distance of 307.16 feet through a central angle of 30°52'30" to the curves end; thence N44°27'51"E, 193.60 feet to the south corner of Tract J as described in Sunstone Subdivision - Phase 1 (Plat Book____, Page____); thence along the South line of said Tract J S45°32'09"E, 50.00 feet to the Southwest corner of Tavistock Drive (a sixty foot wide public right-of-way) as described in said Sunstone Subdivision - Phase 1; thence along said South Right-of-Way line S45°32'09"E, 60.00 feet to the Southwest corner of Tract M as described in said Sunstone Subdivision - Phase 1; thence along the Southerly line of said Tract M S45°32'09"E, 10.00 feet; thence S44°27'51"W, 193.60 feet to the point of a curve to the left, concave Easterly, having a radius of 450.00 feet; thence Southerly along the arc of said curve a distance of 539.44 feet through a central angle of 68°41'01" to the point of a reverse curve to the right, concave Westerly, having a radius of 590.00 feet; thence Southerly along the arc of said curve a distance of 411.68 feet through a central angle of 39°58'45" to the curves end; thence N74°14'25"W, 80.00 feet to the point of intersection with a non-tangent curve to the right, concave Westerly, having a radius of 510.00 feet and a radial bearing of N74°14'25"W; thence Southerly along the arc of said curve a distance of 59.00 feet through a central angle of 06°37'43" to the curves end; thence S22°23'18"W, 46.41 feet to the point of a curve to the left, concave Easterly, having a radius of 590.00 feet; thence Southerly along the arc of said curve a distance of 242.23 feet through a central angle of 23°31'25" to the curves end; thence S71°48'50"W, 124.24 feet to the point of a curve to the right, concave Northerly; having a radius of 67.00 feet; thence Westerly along the arc of said curve a distance of 39.79 feet through a central angle of 34°01'23" to the curves end; thence N74°09'47"W, 59.88 feet to the point of a curve to the left, concave Southerly, having a radius of 408.00 feet; thence Westerly along the arc of said curve a distance of 491.12 feet through a central angle of 68°58'08" to the point of a reverse curve to the right, concave Northerly, having a radius of 60.00 feet; thence Westerly along the arc of said curve a distance of 113.35 feet through a central angle of 108°14'40" to the point of a reverse curve to the left, concave Southerly, having a radius of 183.00 feet; thence Westerly along the arc of said curve a distance of 296.87 feet through a central angle of 92°56'52" to the point of a reverse curve to the right, concave Northerly, having a radius of 60.00 feet; thence Westerly along the arc of said curve a distance of 39.18 feet through a central angle of 37°25'00" to the curves end; thence S89°34'53"W, 51.03 feet to the point of a curve to the left, concave Southeasterly, having a radius of 233.00 feet; thence Southwesterly along the arc of said curve a distance of 366.00 feet through a central angle of 90°00'00" to the curves end; thence S89°26'25"W, 213.17 feet to the West line of said Section 5; thence along the West line of said Section 5 N00°33'35"W, 1618.35 feet to the POINT OF BEGINNING; CONTAINING: 42.31 acres, more or less.