

# N9500000 3798

## Florida Sunrise Homes, Inc.

3410 North Harbor City Blvd.  
Suite A  
Melbourne, FL 32935  
407-255-7601  
407-255-0722 fax

June 18, 1998

Florida Department of State  
Division of Corporations  
Amendment Section  
Post Office Box 6327  
Tallahassee, Florida 32314  
850-487-6050

500002568425--4  
-06/22/98-01131-002  
\*\*\*\*\*87.50 \*\*\*\*\*87.50

Please find enclosed the amended Articles of Incorporation for the Villas  
at Spring Creek.

Please do not hesitate to call if you have any questions.

Yours Truly,



D'Ann Soules

Enclosures

FILED  
98 JUN 22 PM 2:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

*D'Ann authorized to  
add Articles & Amendment  
to document.*

*Amended  
HJS 7-9-98*

**ARTICLES OF AMENDMENT**  
to  
**ARTICLES OF INCORPORATION**  
of

FILED  
98 JUN 22 PM 2:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Villas at Spring Creek Homeowners Association, Inc.

*Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.*

**FIRST:** Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OR DELETED.)

Amended Articles II through VIII and XI through XVIII

See Attached

**SECOND:** The date of adoption of the amendment(s) was: September 4, 1997

**THIRD:** Adoption of Amendment (CHECK ONE)

- ☐ The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- ☒ There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Villas at Spring Creek Homeowners Association, Inc.

Corporation Name

  
Signature of Chairman, Vice Chairman, President or other officer

John M. Genoni

Typed or printed name

President

Title

April 2, 1998

Date

ARTICLES OF AMENDMENT  
TO

FILED

**ARTICLES OF INCORPORATION  
OF  
VILLAS AT SPRING CREEK  
HOMEOWNERS ASSOCIATION, INC.**

98 JUN 22 PM 2:40

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provision of the laws of the State of Florida, the undersigned do hereby associate themselves into a corporation not for profit, and to that end by these ARTICLES OF INCORPORATION state:

**ARTICLE I  
CORPORATE NAME**

1.0 The name of this corporation shall be: VILLAS AT SPRING CREEK HOMEOWNERS ASSOCIATION, INC. hereinafter referred to as "Association".

**ARTICLE II  
DECLARATION OF RESTRICTIONS**

2.0 The terms contained and used in these ARTICLES OF INCORPORATION shall have the same definitions and meanings as those set forth in the DECLARATION OF RESTRICTIONS FOR VILLAS AT SPRING CREEK (hereinafter referred to as the "Declaration", and which Declaration encumbers the real property described in Exhibit "A, B, C, & D" attached hereto), unless herein provided to the contrary or the context otherwise requires.

**ARTICLE III  
PURPOSES**

3.0 The purpose for which the Association is organized is to provide an entity responsible for the operation of a single family residential community to be known generally as Villas at Spring Creek (hereinafter referred to as the "Project") to be developed by Florida Sunrise Homes, Inc., (the Declarant), a Florida Corporation (hereinafter referred to as the "Developer") on the Property legally described on Exhibit "A, B, C, & D" to these Articles of Incorporation (hereinafter referred to as the "Property").

**ARTICLE IV  
POWERS**

4.0 The Association shall have the following powers:

4.1 The Association shall have all of the powers set forth in the Declaration and all of the common law and statutory powers and privileges granted to corporations not for profit under the laws of the State of Florida, except where the same are in conflict with the Declaration, and these Articles.

4.2 The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association not otherwise expressly prohibited herein, including, but not limited to, the following:

(a) To make and amend reasonable rules and regulations for the maintenance, conservation, and use of the Property and for the health, comfort, safety, and welfare of Parcel Owners.

(b) To own, control, operate, manage, maintain, repair, and replace the Common Property, including the right to reconstruct improvements after casualty and the right to make further improvements to the Common Property.

(c) To levy and collect Assessments against members of the Association as provided for in the Agreement and the By-Laws of this Association. Without limiting the generality of the of the preceding sentence, such Assessments may be levied and collected for the purchase of insurance on the Common Property, insurance for the protection of the Association, its Officers, Directors, and members, and comprehensive general public liability and property damage insurance; to acquire, operate, lease, manage, and otherwise trade and deal with such property, whether real or personal, which may be necessary or convenient for the operation and management of the Common Property; to pay all taxes, utility charges, and other expenses with respect to the Common Property; and generally to accomplish the purposes set forth in the Declaration.

(d) To hire such employees or agents including professional management agents or companies (which may be the Developer or entity affiliated with the Developer), and purchase such equipment, supplies, and materials as may be needed to provide for the management, supervision, and maintenance of the Property.

(e) To enforce the provisions of the Declaration, these Articles of Incorporation, and the By-Laws of the Association.

(f) To exercise, undertake, and accomplish all of the powers, rights, duties and obligation which may be granted to or imposed upon the Association pursuant to the Declaration, including, but not limited to the enforcement of all of the covenants, restriction, and other terms contained in or imposed by the Declaration.

(g) The irrevocable right of access to each Parcel during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Property or for making emergency repairs necessary to prevent damage to the Common Property or another Parcel or Parcels.

(h) To pay taxes and other charges on or against property owned or accepted by the Association.

(i) To borrow money and from time to time, to make accept, endorse, execute, and issue debentures, promissory notes, or other obligations of the Association for moneys borrowed, in payment of property acquired or for any of the other purposes of the Association, and to secure the repayment of any such obligation by mortgage, pledge, or other instrument of trust, or by lien upon, assignment of, or agreement in regard to all or any part of the property, rights, or privileges of the Association, wherever situated.

(j) To buy, own, operate, lease, sell, trade, and mortgage both real and personal property.

(k) To charge recipients for services rendered by the Association and for use of Association Property where such is deemed appropriate by the Board of Directors of the Association and is permitted by law.

## **ARTICLE V MEMBERS**

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

5.1 All Parcels Owners as depicted on the Site Plan known as Villas at Spring Creek recorded in the official records Book 3705 Pages 4880 through 4886 Public Records of Brevard County, Florida, all of which shall be collectively referred to herein as Villas at Spring Creek, shall be members of the Association, and not other persons or entities shall be entitled to membership except with respect to certain properties adjacent to the Site Plan, Declarant hereby reserves the right to annex additional property at a later time at Declarant's option and at any such time, Declarant shall have the sole and exclusion authority to redefine the Tracts, common areas and properties subject to these Articles.

5.2 Subject to the provisions of the Declaration and the By-Laws of this Association, membership shall be established by the acquisition of the ownership of fee title to or the interest in a Parcel, whether by conveyance, devise, judicial decree, or otherwise and by the recordation amongst the Public

Records of Brevard County, Florida, of the deed or other instruments, validity establishing such acquisition and designating the Parcel affected thereby, and by the delivery to the Association of a true copy of such deed or other instrument, and shall be terminated automatically upon his or her being divested of title to all Parcels owned by such member. Membership is nontransferable, except as an appurtenance to a Parcel.

5.3 The Corporation shall have two (2) classes of voting membership:

Class A: Class A members shall be all owners of parcels in the Villas at Spring Creek subdivision excluding Developer. There shall be only one (1) Class A member per parcel. When more than one (1) person holds an interest in any such parcel, all such persons shall be members. The vote for such parcel shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any such parcel.

Class B: The Class B member shall be Developer or any successor developer which shall be entitled to three (3) votes for each parcel it owns. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on December 31, 2005; or
- (c) the Developer elects to terminate its Class B membership.

5.4 The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members in addition to the annual meeting.

## **ARTICLE VI EXISTENCE AND DURATION**

6.0 Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

6.1 In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved

## **ARTICLE VII ADDRESS**

7.0 The principal office of the Association shall be located at 3410 North Harbor City Blvd., Suite A, Melbourne, Florida 32935. The Association 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 Directors.

## **ARTICLE VIII DIRECTORS**

8.0 The affairs and property of the Association shall be managed and governed by a Board of Directors composed of not less than three (3) not more than nine (9) Directors. The Board of Directors shall have three (3) members, and the number of Directors on subsequent Boards will be determined from time to time in accordance with the provisions of the By-Laws of the Association.

8.1 Directors of the Association shall be appointed in the manner determined by the By-Laws. Directors may be removed and vacancies of the Board of Directors shall be filled in the manner provided for in the By-Laws.

8.2 The Directors named in these Articles shall serve until the Turnover Date, or until otherwise removed by the Developer as provided for in the By-Laws and any vacancies in their number occurring before the Turnover Date shall be filled by the remaining Directors or by the Developer as provided for in the Declaration or the By-Laws of this Association.

8.3 The names and address of the members of the Board of Directors who shall serve until their successors are appointed and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
John M. Genoni	3410 N. Harbor City Blvd. Suite A Melbourne, Florida 32935
John P. Genoni	3410 N. Harbor City Blvd. Suite A Melbourne, Florida 32935
Richard Kern	2715 N. Harbor City Blvd. #9 Melbourne, Florida 32935

8.4 The "Turnover Date" is defined as the earlier of: (a) sixty (60) days from the date the developer has conveyed the last Subdivision Parcel; (b) December 31, 2005; or (c) at such time the developer so elects.

## **ARTICLE IX TAX ELECTION**

9.0 The Association shall, through its Board of Directors and Officers, file the necessary annual election to become a "Homeowner Association" as defined in the Internal Revenue Code of 1986, Section 528, or similar provisions of corresponding law. The Association shall be operated at all times to maintain its eligibility for tax-exempt status.

## **ARTICLE X INCORPORATORS**

10.0 The names and address of the incorporators of the corporation are as follows:

Peter Flotz	333 Fifth Avenue Suite 2 Indianapolis, Florida 32903
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## **ARTICLE XI BY-LAWS**

11.0 The first By-Laws of the Association shall be adopted by a majority vote of the Board of Directors of the Association and, thereafter, such By-Laws may be altered, amended, or rescinded only as provided in the By-Laws.

## **ARTICLE XII INDEMNIFICATION**

12.0 Indemnity: The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association against expenses (including attorneys' fee and appellate attorneys' fee), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, provided such person acted in good faith and in a manner reasonably believed by him or her to be in, or at least not opposed to, the best interest of the Association and with respect to any criminal action or proceeding, such person had no reasonable cause to believe his or her conduct was unlawful;



except, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable because of gross negligence or willful misfeasance in the performance of his or her duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or at least not opposed to, the best interest of the Association and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe that his or her conduct was unlawful.

12.1 Expenses: To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action suit, or proceeding referred to in Paragraph 12.0 hereof, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him or her in connection therewith.

12.2 Approval: Any indemnification under paragraph 12.0 hereof (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in such paragraph 12.0 hereof. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by a majority of the members of the Association.

12.3 Advances: Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, Officer, employee, or agent to repay such amount unless it shall ultimately be determined that such person is entitled to indemnification by the Association as authorized in this Article.

12.4 Miscellaneous: The indemnification provided by this Article shall not be deemed exclusive of any other rights to which such person seeking indemnification may be entitled under any By-Law, agreement, vote of the

members of the Association, or otherwise, both as to action in his or her official capacity while holding such office, as well as continuing to such a person after he or she has ceased to be a Director, Officer, employee, or agent. Such indemnification shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

12.5 Insurance: The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

### **ARTICLE XIII AMENDMENTS**

13.0 Amendments While Developer Controls the Board of Directors:  
At any time the Developer's designees constitute a majority of the Board of Directors, these Articles may be amended by the majority vote of the Board of Directors only.

13.1 Amendments While Developer Does Not Control the Board of Directors: At any time the Developer's designees do not constitute a majority of the Board of Directors, amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by members of the Association owning not less than one-third of the parcels, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to the Articles of Incorporation being proposed by said Board of Directors, or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or, in the absence of the President, such other Officer of the Association who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days not later than sixty (60) days from the receipt by him or her 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 special meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days not more than thirty (30) days before the date set for such special meeting. If mailed, such notice shall be deemed to have been given when deposited in the United States mail addressed to the member at this post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may waive such notice, by written waiver notice. And, when such waiver of notice is filed in the records of the

Association (whether before or after the holding of the meeting), it 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 at least a two-thirds (2/3) vote of the members of the Association entitled to vote thereon in order for such Amendment or Amendments of the Articles of Incorporation to be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original of an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a deed shall be filed with the Secretary of the State of Florida within twenty (20) days from the date on which the same became effective, such Amendment or amendments to refer specifically to the recording data identifying the Declaration. Thereafter, a copy of said Amendment or Amendments shall be mailed or delivered to all member of the Association, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, 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 Association at or prior to such meeting.

#### **ARTICLE XIV ASSOCIATION ASSETS**

14.0 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such member's Parcel. The funds and assets of the Association shall belong solely to the Association 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, and in the By-Laws of this Association.

14.1 In the event of a permanent dissolution of the Association, the Owners may establish a successor nonprofit organization for the purpose of holding title to the Association assets and carrying out the duties and responsibilities of the Association hereunder. In the event no such organization is formed, then the assets shall be dedicated to Brevard County, Florida, or other appropriate governmental entity. However, in no event shall Brevard County, Florida (or any other governmental entity as may be applicable) be obligated to accept any dedication offered to it by the Association or the Owners pursuant to this Section, but Brevard County, Florida may accept such a dedication and any such acceptance must be made by formal resolution of the then empowered County Commission of Brevard County, Florida.

14.2 In the event of termination, dissolution, or final liquidation of the Association, the responsibilities for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by

by the St. Johns River Water Management District prior to such termination, dissolution, or liquidation.

#### **ARTICLE XV TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

15.1 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers, or have a financial interest, shall be invalid, void, or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or Committee thereof which authorized the contract or transaction, or solely because his or her or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact he or she is or may be interested in any such contract or transaction.

15.2 The Association shall be free to contract with the Developer, its directors and officers, and any other corporation in which any of them are interested.

15.3 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized such a contract or transaction.

#### **ARTICLE XVI REGISTERED OFFICE ADDRESS**

16.0 The street address of the registered office of the Association is 3410 North Harbor City Blvd., Suite A, Melbourne, Florida 32935, and the registered agent of the Association at that address is John M. Genoni.

#### **ARTICLE XVII DUTIES AND POWER RELATED TO SURFACE WATER AND STORMWATER MANAGEMENT SYSTEMS FOR THE PROPERTY**

17.0 The Association shall operate, maintain, and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Management District permit no. 4-009-0523-ERP requirements and applicable District ruled, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

17.1 The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

17.2 Association assessments shall be used for the maintenance and repair of the surface water or stormwater management systems, including, but not limited to work within retention areas, drainage structures, and drainage easements.

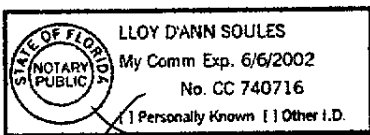
IN WITNESS WHEREOF, the incorporators have affixed their signatures this 2 day of April, 1998.

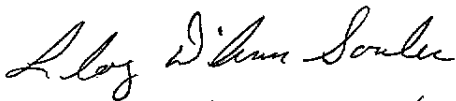
  
JOHN M. GENONI

STATE OF FLORIDA  
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared JOHN M. GENONI, known to be the person who executed the foregoing Articles of Incorporation for the purposes set forth therein.

WITNESS my hand and seal this 2 day of April, 1998.



Notary Public:   
Print Notary Name: Lloyd D'Ann Soules  
My Commission Expires: 6/6/02

### **ACCEPTANCE OF REGISTERED AGENT**

Having been named to accept service of process Villas at Spring Creek Homeowners Association, Inc. at the place designated in these Articles, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

  
**JOHN M. GENONI**

EXHIBIT "A"

LEGAL DESCRIPTION

CFN 97154256

OR Book/Page: 3705 / 4880

PARCEL 1:

Part of lands described in Official Record Book 2337, page 1236; Official Record Book 2226, page 2902, all of the Public Records of Brevard County, Florida, lying in Government Lot 2, section 5, Township 27 South Range 37 East, Brevard County, Florida; being more particularly described as follows:

Commence at the Southwest corner of said Government Lot 2, thence on a bearing of East run along the South line of said Government Lot 2, a distance of 481.45 feet to the Easterly Right of Way line of the Florida East Coast Railroad; thence North 22 degrees 10'08" West, a distance of 597.87 feet to the Point of Beginning of the herein described parcel of land; thence from the point of Beginning, continue North 22 degrees 10'08" West along the said easterly Right of Way, a distance of 711.92 feet to a point lying on the West line of said Government Lot 2; thence North 00 degrees 41'04" West along the said West line of Government Lot 2, a distance of 16.29 feet to the Northwest corner of said Government Lot 2; thence on a bearing of East along the North line of Government Lot 2, a distance of 105 feet, more or less, to the South shoreline of Horse Creek; thence Easterly along the said South shoreline, a distance of 366 feet, more or less to the center of the Spring Branch; thence southerly along the center of Spring Branch, a distance of 94 feet, more or less to the Westerly projection of the South line of Rock Point Subdivision as recorded in Plat Book 11, page 94, of the Public records of Brevard County, Florida; thence North 62 degrees 54'23" East along said South line, a distance of 177 feet, more or less to a point lying 420.08 feet from the Westerly Right of Way line of U. S. Highway No. 1 measured along the said South line of Rock Point Subdivision; thence South 29 degrees 02'46" East, a distance of 600.85 feet; thence North 86 degrees 43'02" East, a distance of 147.09 feet; thence South 22 degrees 55'00" East, a distance of 269.91 feet; thence South 89 degrees 54'15" West, a distance of 91.11 feet; thence South 00 degrees 05'45" East, a distance of 85.00 feet; thence South 89 degrees 54'15" West, a distance of 134.22 feet; thence North 14 degrees 43'23" West, a distance of 106.77 feet; thence North 51 degrees 10'10" West, a distance of 82.06 feet; thence North 76 degrees 42'10" West, a distance of 202.08 feet; thence North 61 degrees 36'36" West, a distance of 89.57 feet; thence South 45 degrees 42'47" West, a distance of 61.95 feet; thence South 67 degrees 49'52" West, a distance of 282.00 feet to the Point of Beginning. Containing 12.42 acres more or less.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES OVER THE FOLLOWING DESCRIBED PROPERTY:

Florida East Coast Railroad; thence North 22 degrees 10'08" West along said easterly right-of-way line a distance of 284.11 feet; thence on a bearing of East run parallel with the southerly line of Government Lot 2 a distance of 916.55 feet; thence North 08 degrees 39'23" West, a distance of 285.43 feet; thence South 89 degrees 54'15" West a distance of 95.07 feet; thence north 22 degrees 55'00" West a distance of 14.19 feet to the POINT OF BEGINNING of the herein described easement; thence continue North 22 degrees 55'00" West a distance of 42.00 feet; thence North 67 degrees 08'00" East a distance of 111.87 feet; thence North 50 degrees 18'38" East a distance of 31.10 feet; thence North 67 degrees 08'00" East a distance of 60.00 feet to the westerly right-of-way line of U. S. Highway No. 1; thence Southeasterly along said right-of-way line and the arc of a circular curve concave to the southwest, having a radius of 5654.63 Feet, a central angle of 00 degrees 40'44", an arc of 66.99 feet, a chord of 66.99 feet and a chord bearing of South 21 degrees 48'12" East; thence South 67 degrees 08'00" West a distance of 60.00 feet; thence North 83 degrees 36'24" West a distance of 32.69 feet; thence South 67 degrees 08'00" West a distance of 112.05 feet to the POINT OF BEGINNING, containing 0.24 acres more or less.

CFN 97154256

OR Book/Page: 3705 / 4881



CONTRACT 1  
HORSE CREEK  
SUBDIVISION

CFR 9715/256  
OR Book Page: 3705 / 4882

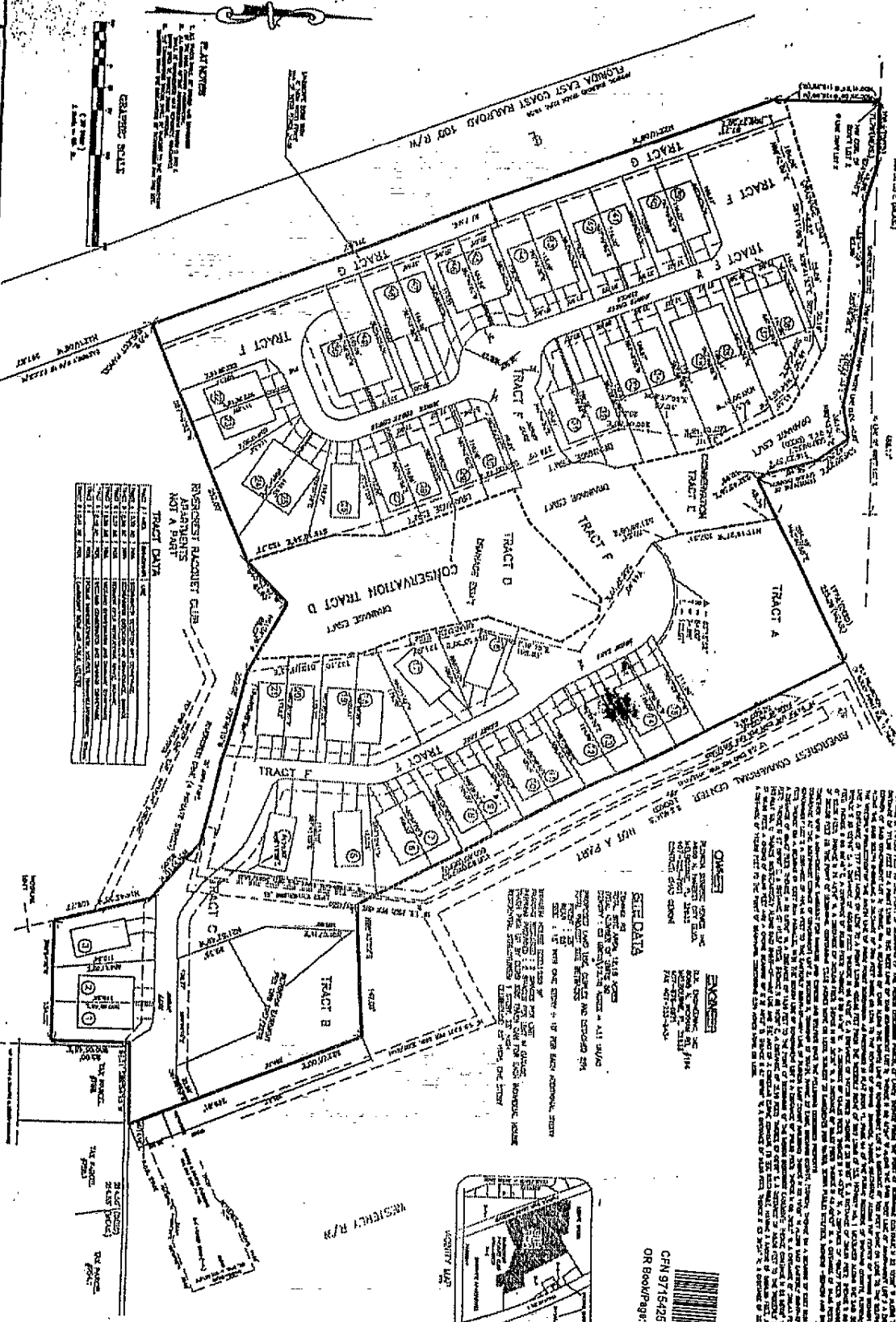
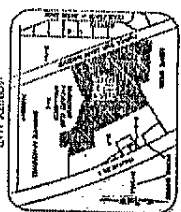
UNUSABLE  
FOR  
MICROFILM

EXHIBIT "B"

THIS MAP WAS PREPARED BY THE ENGINEER, RIVERCREST TOWNHOMES, INC., FOR THE PURPOSE OF SUBMITTING TO THE BOARD OF SUPERVISORS FOR REVIEW AND APPROVAL. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE ENGINEER HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREA AND HAS FOUND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THE ENGINEER HAS ALSO CONDUCTED A VISUAL INSPECTION OF THE SURROUNDING AREA AND HAS FOUND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

CFR 9715/256  
OR Book Page: 3705 / 4883

UNUSABLE  
FOR  
MICROFILM



TRACT DATA

TRACT	AREA (AC)	PERCENTAGE	REMARKS
TRACT A	1.25	100%	100% DEVELOPED
TRACT B	1.25	100%	100% DEVELOPED
TRACT C	1.25	100%	100% DEVELOPED
TRACT D	1.25	100%	100% DEVELOPED
TRACT E	1.25	100%	100% DEVELOPED
TRACT F	1.25	100%	100% DEVELOPED
TRACT G	1.25	100%	100% DEVELOPED

**R. K. ENGINEERING, INC.**  
CONSULTING CIVIL ENGINEERING AND LAND PLANNING  
1000 N. RIVERCREST DRIVE, SUITE 100, RIVERCREST, CALIF. 94583  
TEL. (415) 835-1234

**RIVERCREST TOWNHOMES**

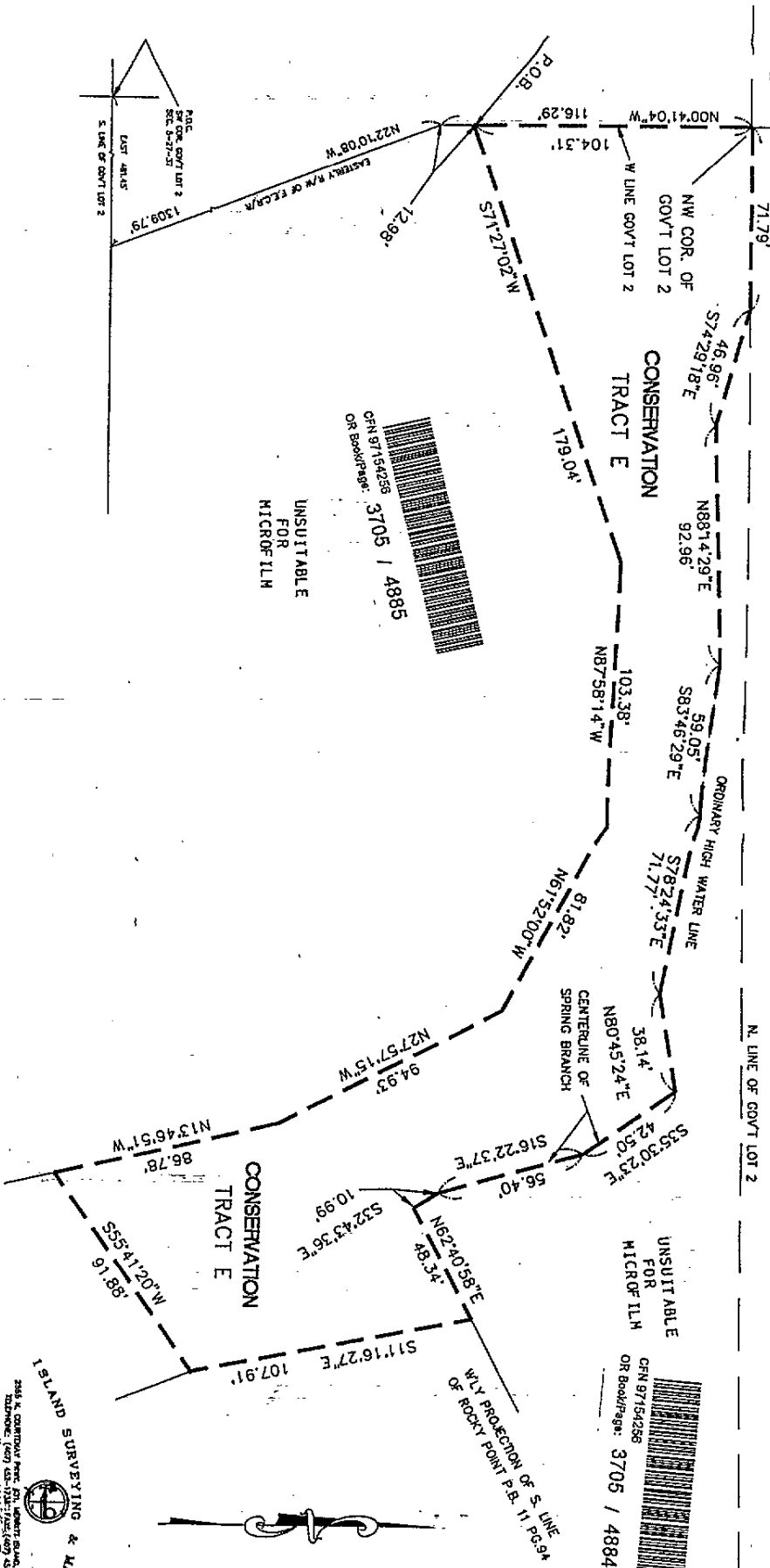
**PRELIMINARY PLAT**

NO.	DATE	DESCRIPTION
1	10/1/82	PRELIMINARY PLAT
2	10/1/82	PRELIMINARY PLAT
3	10/1/82	PRELIMINARY PLAT
4	10/1/82	PRELIMINARY PLAT
5	10/1/82	PRELIMINARY PLAT
6	10/1/82	PRELIMINARY PLAT
7	10/1/82	PRELIMINARY PLAT
8	10/1/82	PRELIMINARY PLAT
9	10/1/82	PRELIMINARY PLAT
10	10/1/82	PRELIMINARY PLAT

RECORDS 99-226 PAGE 17E

HORSE CREEK Exhibit "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
NOT A BOUNDARY SURVEY



UNUSABLE FOR MICROFILM  
CPN 97154256 3705 / 4885  
OR BookPage

UNUSABLE FOR MICROFILM  
CPN 97154256 3705 / 4884  
OR BookPage

LEGAL DESCRIPTION: (SEE SURVEY)  
PART OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2337, PAGE 1235, AND OFFICIAL RECORDS BOOK 2226, PAGE 2002, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LING IN GOVERNMENT LOT 2, SECTION 5, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2, THENCE EAST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 481.45 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST PALMBOAT; THENCE N 27° 10' 08" W A DISTANCE OF 1208.79 FEET TO A POINT LING ON THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE N 00° 41' 04" W A DISTANCE OF 104.31 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE N 87° 58' 14" W A DISTANCE OF 103.38 FEET, TO THE SOUTH SHORELINE OF HORSE CREEK; THENCE ALONG THE ORDINARY HIGH WATER LINE OF SAID HORSE CREEK, THE FOLLOWING COURSES AND DISTANCES: S 74° 29' 18" E A DISTANCE OF 46.96 FEET; THENCE S 83° 46' 29" E A DISTANCE OF 59.05 FEET; THENCE S 76° 24' 33" E A DISTANCE OF 71.77 FEET; THENCE N 80° 45' 24" E A DISTANCE OF 38.14 FEET; THENCE S 35° 30' 23" E A DISTANCE OF 42.50 FEET; THENCE N 62° 40' 58" E A DISTANCE OF 48.34 FEET; THENCE S 11° 16' 27" E A DISTANCE OF 107.91 FEET; THENCE S 55° 41' 20" W A DISTANCE OF 91.88 FEET; THENCE N 13° 46' 51" W A DISTANCE OF 86.78 FEET; THENCE N 27° 57' 13" W A DISTANCE OF 94.93 FEET; THENCE N 61° 52' 00" W A DISTANCE OF 81.82 FEET; THENCE N 87° 58' 14" W A DISTANCE OF 103.38 FEET; THENCE N 103° 38' 14" W A DISTANCE OF 179.04 FEET; THENCE S 71° 21' 02" W A DISTANCE OF 116.29 FEET; THENCE N 116° 29' 14" W A DISTANCE OF 104.31 FEET; THENCE N 104° 41' 04" W A DISTANCE OF 116.29 FEET TO THE POINT OF BEGINNING, CONTAINING 0.81 ACRES MORE OR LESS.

CERTIFIED BY: **GEN. REAL ESTATE**  
DATE: **10/4/96**

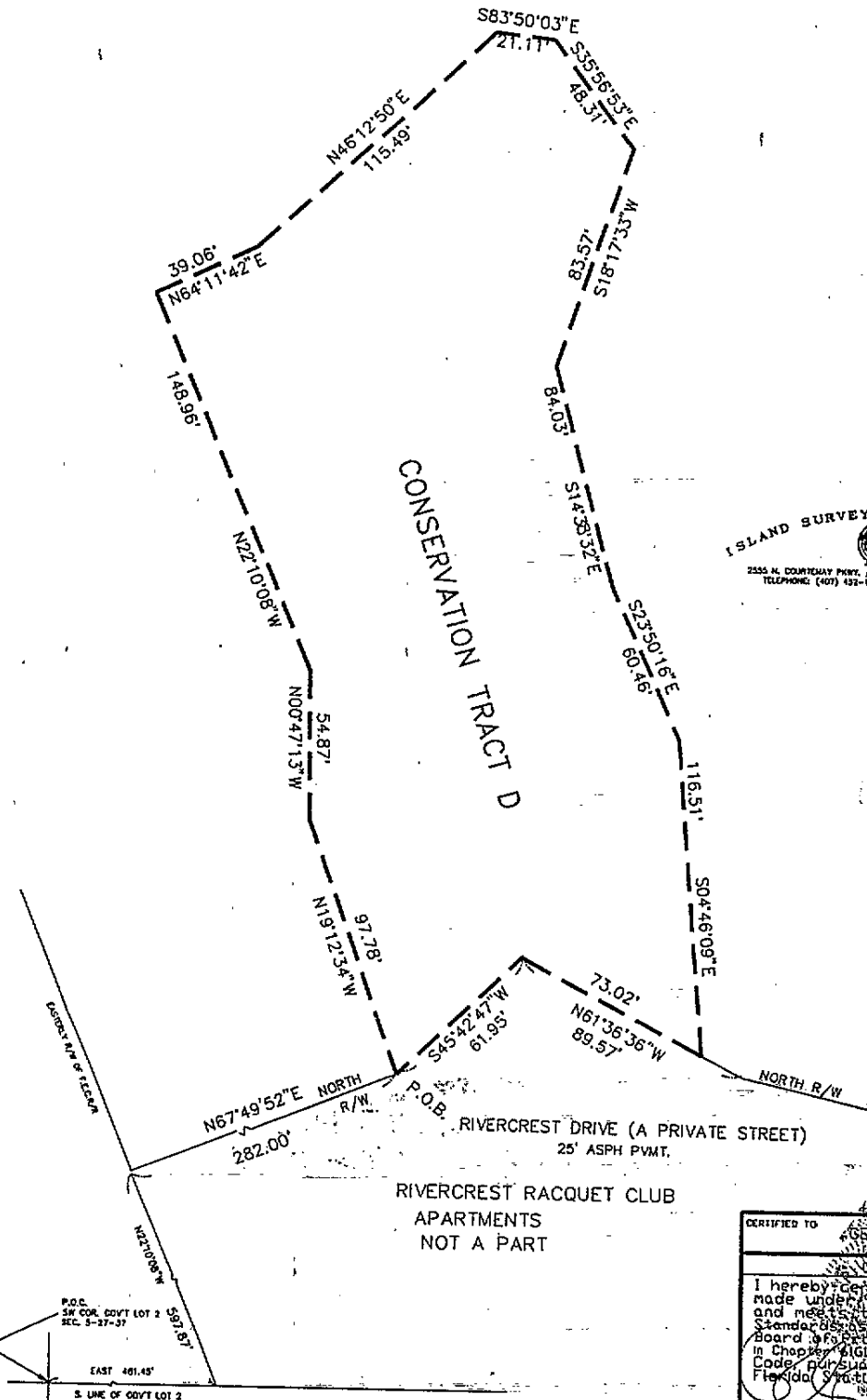
I hereby certify that this sketch was made under my responsible charge and that it is a true and correct copy of the original survey and that the Florida Board of Professional Surveyors has approved this sketch and that the Florida Board of Professional Surveyors has approved this sketch and that the Florida Board of Professional Surveyors has approved this sketch.

STATE OF FLORIDA  
COUNTY OF BREVARD  
DATE: 10/4/96

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
NOT A BOUNDARY SURVEY

LEGAL DESCRIPTION: (PER SURVEYOR)

PART OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2337, PAGE 1236, AND OFFICIAL RECORDS BOOK 2226, PAGE 2902, ALL OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, LYING IN GOVERNMENT LOT 2, SECTION 5, TOWNSHIP 27 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT 2; THENCE EAST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 481.45 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE N 22°10'08" W, A DISTANCE OF 597.87 FEET TO THE WESTERLY PROLONGATION OF THE NORTH RIGHT OF WAY OF RIVERCREST DRIVE (A PRIVATE ROAD); THENCE N 67°49'52" E, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 282.00 FEET, TO THE POINT OF BEGINNING; THENCE N 19°12'34" W A DISTANCE OF 97.78 FEET; THENCE N 00°47'13" W A DISTANCE OF 54.87 FEET; THENCE N 22°10'08" W A DISTANCE OF 148.96 FEET; THENCE N 64°11'42" E A DISTANCE OF 39.06 FEET; THENCE N 46°12'50" E A DISTANCE OF 115.49 FEET; THENCE N 83°50'03" E A DISTANCE OF 21.11 FEET; THENCE N 53°56'53" E A DISTANCE OF 48.57 FEET; THENCE N 43°11'42" E A DISTANCE OF 39.06 FEET; THENCE N 46°12'50" E A DISTANCE OF 115.49 FEET; THENCE S 03°50'03" E A DISTANCE OF 21.11 FEET; THENCE S 35°56'53" E A DISTANCE OF 48.57 FEET; THENCE S 18°17'33" W A DISTANCE OF 83.57 FEET; THENCE S 14°38'32" E A DISTANCE OF 84.03 FEET; THENCE S 23°50'16" E A DISTANCE OF 60.46 FEET; THENCE S 04°46'09" E A DISTANCE OF 116.51 FEET, TO SAID NORTH RIGHT OF WAY; THENCE N 61°36'36" W, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 73.02 FEET; THENCE S 45°42'47" W, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 61.95 FEET TO THE POINT OF BEGINNING, CONTAINING 0.96 ACRES MORE OR LESS.



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FOR  
MICROFILM

ISLAND SURVEYING & MAPPING CO.  
2555 N. COURTESY HWY., #31, SEVENTH BEACH, FL. 32835  
TELEPHONE: (407) 432-1738 FAX: (407) 432-7256

Exhibit "D"

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FOR  
MICROFILM

CFN 97154256  
OR Book/Page: 3705 / 4886



CERTIFIED TO	
GEN. REAL ESTATE	
CERTIFICATE NO.	
I hereby certify that this sketch was made under my supervision and meets the minimum standards of the Florida Board of Professional Land Surveyors in Chapter 61G7-6, F.A.C. and the Florida Code of Regulations, Title 61G2-6, Florida Statute, Section 402.02, Florida Statute, Section 402.02.	
PHILIP P. MOUTON, P.L.S. #4371 STATE OF FLORIDA	
SCALE: 1"=40'	JOB NUMBER: 85-854-3F
DATE: 10/4/96	