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*Dorothy A. Hudson*

DECLARATION OF CONDOMINIUM

ESTABLISHING

THE GALLEONS'

A CONDOMINIUM

This Instrument Prepared by:

Dorothy A. Hudson, Esq.  
2125 Windward Way  
Vero Beach, FL 32960

*Clinton  
Stevens*

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DECLARATION OF CONDOMINIUM

OF

THE GALLEONS, A CONDOMINIUM

THE MOORINGS DEVELOPMENT COMPANY, a Florida corporation herein-after called "Developer", on behalf of itself, its successors, grantees, and assigns, hereby makes this Declaration of Condominium.

1. SUBMISSION TO CONDOMINIUM: The lands located in Indian River County, Florida, owned by Developer and described in paragraph numbered 2 following, are submitted to the condominium form of ownership.

2. THE LAND: Lot 51, THE MOORINGS, UNIT ONE, per plat thereof filed February 25, 1968, in Plat Book 8, page 6, public records of Indian River County, Florida;

hereinafter called the "land", and upon which Developer proposes to construct twenty-one (21) single family residential units together with a manager's apartment, which shall be a common element, and associated improvements designated THE GALLEONS, a Condominium.

3. NAME - ASSOCIATION: The name of the condominium association shall be THE GALLEONS' ASSOCIATION, INC. This association shall be incorporated as a Florida corporation not for profit.

4. DEFINITIONS: The terms used herein shall have the meanings stated in the Condominium Act (Florida Statutes, Chapter 718) and as follows unless the context otherwise requires:

A. UNIT - A part of the condominium property which is subject to exclusive ownership.

B. UNIT OWNER - The owner of a condominium parcel.

C. UNIT NUMBER - The letter, number, or combination thereof, which is designated upon the surveyor plans, and which is used as the identification of a unit.

D. ASSESSMENT - A share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

E. ASSOCIATION - The corporation responsible for the operation of the condominium.

F. BOARD OF ADMINISTRATION - The Board of Directors responsible for administration of the association.

This instrument prepared by:  
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2125 Windward Way  
Vero Beach, Florida 32960

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G. COMMON ELEMENTS - The portions of the condominium property not included in the units as defined in Florida Statutes, Chapter 718.108, including:

- (1) The land.
- (2) All parts of the improvements which are not included within the units. This shall include the manager's apartment, as a common element.
- (3) Easements.
- (4) Installations for the furnishing of services to more than one unit or to the common elements, such as electricity, gas, water, and sewer.
- (5) Personal property - tangible personal property may be purchased, sold, leased, replaced, and otherwise dealt with by the association as an entity, through its Board of Directors, on behalf of the members of the association, without the necessity of any joinder by the members.

H. LIMITED COMMON ELEMENTS - Means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

I. COMMON EXPENSES - All expenses and assessments properly incurred by the association for the condominium.

J. COMMON SURPLUS - The excess of all receipts of the association including, but not limited to assessments, rents, profits, and revenues on account of the common elements over the amount of the common expenses.

K. PERSON - An individual, corporation, trustee, or other legal entity capable of holding title to real property.

L. SINGULAR, PLURAL, GENDER - Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and use of any gender shall be deemed to include all genders.

M. CONDOMINIUM DOCUMENTS - The declaration and its exhibits, which set forth the nature of the property rights in the condominium and the covenants running with the land which govern these rights. All of the condominium documents shall be subject to the provisions of the Declaration.

N. CONDOMINIUM PARCEL - A unit, together with the undivided share in the common elements which is appurtenant to the unit.

O. CONDOMINIUM PROPERTY - The lands and personal property subject to condominium ownership, whether or not contiguous, and all improvements thereon, and all easements and rights appurtenant thereto.

P. OPERATION - Means and includes the administration and management of the condominium property.

5. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

A. REAL PROPERTY - Each unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitute a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred, and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this declaration and applicable laws.

B. BOUNDARIES - Each unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement, or movement of the building, or permissible repairs, reconstruction, or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

(1) HORIZONTAL BOUNDARIES: The upper and lower boundaries of the units shall be:

(i) UPPER BOUNDARY - The underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries.

(ii) LOWER BOUNDARY - The upperside of the finished undecorated surface of the floor of the unit, extended to meet the vertical boundaries.

(2) VERTICAL BOUNDARIES: The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas.

C. EXCLUSIVE USE - Each unit owner shall have the exclusive use of his unit.

D. APPURTENANCES - The ownership of each unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title, and interest of a unit owner in the condominium property which shall include but not be limited to:

(1) COMMON ELEMENTS - An undivided share of the common elements as defined in Chapter 718.108, Florida Statutes.

(2) LIMITED COMMON ELEMENTS - The exclusive use (or use in common with one or more other designated units) of the following limited common elements that may exist:

- (i) Balcony or terrace.
- (ii) Designated parking space within the covered garage.
- (iii) Other facility (enclosed, screened, fenced, or open).

(3) ASSOCIATION MEMBERSHIP - An undivided share in the common surplus and property, real and personal, held by the Association.

E. EASEMENT TO AIR SPACE - An exclusive easement for the use of the air space occupied by the unit as it exists at any particular time and as the unit may be lawfully altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. EASEMENTS - The following non-exclusive easements from the Developer to each unit owner, to the Association and its employees, agents, and hired contractors, to utility companies, unit owners' families in residence, guests, invitees, and to governmental and emergency services are hereby granted and created:

(1) INGRESS AND EGRESS - Easements over the common areas for ingress and egress, to units and public ways.

(2) MAINTENANCE, REPAIR, AND REPLACEMENT - Easements through the units and common elements for maintenance, repair, and replacements. Such access is to be only during reasonable hours except that access may be had at any time in case of emergency.

(3) UTILITIES - Easements through the common areas and units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of services to other units and the common elements:

(4) PUBLIC SERVICES - Emergency, regulatory, law enforcement, and other public services in the lawful performance of their duties upon the condominium property.

G. MAINTENANCE - The responsibility for the maintenance of a unit shall be as follows:

(1) BY THE ASSOCIATION - The Association shall maintain, repair, and replace, at the Association's expense:

(i) Such portions of the unit as contribute to the support of the building including, but not limited to, the perimeter walls, columns, roof, floors, and wiring, piping, ductwork and other mechanical or electrical or other installations or equipment serving the common areas or other units.

(ii) Provided that if the maintenance and repair and replacement of any of the above shall be made necessary because of the negligence, act, or omission of a unit owner, his family, lessees, invitees and guests, in that event the work shall be done by the Association at the expense of the unit owner; and the cost shall be secured by an assessment against such owner.

(iii) All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

(2) BY THE UNIT OWNER - The responsibility of the unit owner shall be as follows:

(i) To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired, and replaced by the Association. The unit owner's responsibility specifically includes windows, window and balcony or terrace glass, doors, screens, and associated hardware, appliances, fixtures, switches, fan motors, compressors, wiring, piping, and ductwork serving only the particular unit.

(ii) Not to paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the apartment or which is visible from the exterior, unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval of interior shades, drapes, or curtains or for placing appropriate furniture on balconies or terraces.)

H. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements.

I. COMMON ELEMENTS -

(1) The common elements shall be owned by the unit owners in undivided shares on a pro rata basis, each owner having a 1/21st share of the common elements.

(2) No action for partition of the common elements shall lie.

(3) The maintenance and operation of the common elements shall be the responsibility of the association which shall not, however, prohibit management contracts.

(4) Each unit owner and the association shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units.

(5) Enlargement or material alteration of or substantial additions to the common elements may be effectuated only by amendment to the declaration.

6. FISCAL MANAGEMENT: The fiscal management of the condominium including budget, fiscal year, assessments, liens for and collection of assessments, and accounts shall be as set forth in the By-Laws.

7. ASSOCIATION: The administration of the condominium by the Board of Directors and its powers and duties shall be as set forth in the By-Laws.

8. INSURANCE: The insurance which shall be carried upon the property shall be governed by the following provisions:

A. AUTHORITY TO PURCHASE - Except Builder's Risk and other required insurance furnished by Developer during construction, all insurance policies (except as hereinafter allowed) shall be purchased by the association.

B. UNIT OWNERS - Each unit owner may obtain insurance at his own expense, affording coverage upon his personal property, including, but not limited to any fixtures, installations, or additions, not comprising a part of the building within the interior wall surfaces as initially installed and/or replacements thereof, and for his personal liability, for owner or mortgagee title insurance, and as may be required by law.

C. COVERAGE:

(1) CASUALTY - The building and all other insurable improvements upon the land and all personal property owned by the association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined by the insurance company affording such coverage. Such coverage shall

afford protection against:

(i) LOSS OR DAMAGE BY FIRE, WINDSTORM and other hazards covered by the standard extended coverage endorsement.

(ii) SUCH OTHER RISKS as from time to time customarily shall be covered with respect to buildings similar in construction, location, and use as the buildings, including but not limited to flood insurance, vandalism, and malicious mischief, if available.

(2) PUBLIC LIABILITY AND PROPERTY DAMAGE in such amounts and in such forms as shall be required by the association, including but not limited to legal liability, hired automobile, non-owned automobile, and off-premises employee coverages.

(3) WORKMEN'S COMPENSATION AND UNEMPLOYMENT COMPENSATION to meet the requirement of law.

D. PREMIUMS - Premiums upon insurance policies purchased by the association shall be paid by the association and charged as common expenses.

E. ALL INSURANCE POLICIES PURCHASED by the association shall be for the benefit of the association and the unit owners and their mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to any bank in Florida with trust powers as may be approved by the association. Such bank is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold and disburse them as provided in paragraph numbered 9, next following.

9. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: If any part of the common elements or units shall be damaged or destroyed by casualty, the same shall be repaired or replaced unless such damage rendered seventy-five percent (75%) or more of the units untenable, and eighty percent (80%) of the owners at a meeting called and held within sixty (60) days of the casualty or thirty (30) days after the insurance claim is adjusted (whichever comes first), vote against such repair or replacement, in which event the proceeds shall be distributed to the unit owners and their mort-

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gages, as their interests may appear, and the condominium shall be terminated as provided in paragraph numbered 14 following.

A. ANY SUCH RECONSTRUCTION OR REPAIR shall be substantially in accordance with the original plans and specifications.

B. CERTIFICATE - The Insurance Trustee may rely upon a certificate of the association certifying as to whether or not the damaged property is to be reconstructed or repaired. The association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

C. ESTIMATE OF COSTS - Immediately after a casualty causing damage to property for which the association has the responsibility of maintenance and repair, the association shall obtain reliable and detailed estimates of the cost to place the damaged property insofar as reasonably possible in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

D. ASSESSMENTS - If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the association (including the aforesaid fees and premium, if any) assessments shall be made against the unit owners who own the damaged property, and against all owners in the case of damage to common elements, limited common elements, or additional facilities, in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, such funds are insufficient, special assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

E. CONSTRUCTION FUNDS - The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

(1) UNIT OWNER - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner to such contractors, suppliers, and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the

unit owner may direct, or if there is a mortgagee endorsement, then to such payees as the unit owner and the first mortgagee jointly direct. Nothing contained herein, however, shall be construed as to limit or modify the responsibility of the unit owner to make such reconstruction or repair.

(2) ASSOCIATION - Said Trustee shall make such payments upon the written request of the association, accompanied by a certificate signed by a responsible officer of the association, and by the architect or general contractor in charge of the work, who shall be selected by the association, setting forth that the sum then requested either has been paid by the association or is justly due to contractors, subcontractors, materialmen, architects, or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and several amounts so paid, or now due and that the cost as estimated by the person signing such certificate, does not exceed the remainder of the construction funds after the payment of the sum so disbursed.

(3) SURPLUS - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and, if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the beneficial owners of the funds, who are the unit owners and their mortgagees.

F. INSURANCE ADJUSTMENTS - Each unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the association except in any case where the responsibility of reconstruction and repair lies with the unit owner, subject to the rights of mortgagees of such unit owners.

10. USE RESTRICTIONS: The use of the property of the condominium shall be in accordance with the Rules and Regulations attached as Exhibit "12" and the following provisions:

A. LAWFUL USE - All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental

bodies which require maintenance, modification, or repair of the condominium property shall be the same as the responsibility for the repair and maintenance of the property concerned as expressed earlier in this declaration.

B. INTERPRETATION - In interpreting deeds, mortgages, and plans, the existing physical boundaries of the unit shall be conclusively presumed to be its boundaries regardless of settling or lateral movement of the buildings and regardless of minor variances between boundaries shown on the plans or in the deed and those of the buildings.

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a two-thirds (2/3rds) vote of the association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the association to all unit owners. No regulation may discriminate against any group or class of users.

11. CONVEYANCE, DISPOSITION, FINANCING: In order to assure a community of congenial residents and thus protect the value of the units, the conveyance, disposal, and financing of the units by any owner other than the Developer shall be subject to the following provisions:

A. NO OWNER OTHER THAN THE DEVELOPER may sell, lease, give, or dispose of a unit or any interest therein in any manner without the written approval of the association except to another unit owner, except as to short-term leasing provided for in the Rules and Regulations. Only entire units may be leased.

B. NO OWNER OTHER THAN THE DEVELOPER MAY MORTGAGE or finance his unit or any interest therein in any manner without the written approval of the association except to an institutional lender, provided that this shall not require approval for a unit owner who sells his unit from taking back a purchase money mortgage.

C. THE APPROVAL OF THE ASSOCIATION shall be obtained as follows:

(1) WRITTEN NOTICE SHALL BE GIVEN the association by the owner or interest holder of his intention to convey, dispose, finance, or assign his interest, which notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The association

may require such other and further information as it deems reasonably necessary, but may impose no charge in excess of actual expenditures reasonably required with a maximum charge of Fifty Dollars (\$50.00). No charge shall be made in connection with an extension or renewal of a lease.

(2) IF A SALE, the association must, within thirty (30) days after receipt of the information required above, either approve the transaction or furnish an alternate purchaser it approves, or itself elect to purchase and the owner must sell to such alternate or to the association upon the same terms set forth in the proposal given the association, or the owner may withdraw his proposed sale.

(3) AT THE OPTION OF THE OWNER, if a dispute arises, it shall be resolved by arbitration in accordance with the then existing rules of the American Arbitration Association and a judgment of specific performance upon the arbitrators' award may be entered in any court of jurisdiction. The arbitration expense shall be shared equally by the owner and the association.

(4) THE SALE SHALL BE CLOSED WITHIN THIRTY (30) DAYS after an alternate purchaser has been furnished or the association has elected to purchase or within thirty (30) days of the arbitration award, whichever is later.

D. IF THE PROPOSED TRANSACTION IS A LEASE, GIFT, MORTGAGE to a lender, other than those types listed in paragraph B above, assignment of interest or other disposition than a sale, notice of disapproval of the association shall be promptly sent in writing to the owner or interest holder and the transaction shall not be made.

E. LIENS -

(1) PROTECTION OF PROPERTY - All liens against a unit other than for permitted mortgages, taxes, or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(2) NOTICE OF LIEN - An owner shall give notice to the association of every lien upon his unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

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(3) NOTICE OF SUIT - An owner shall give notice to the association of every suit or other proceedings which may affect the title to his unit, such notice to be given within five (5) days after the owner received knowledge thereof.

(4) FAILURE TO COMPLY with this section concerning liens, will not affect the validity of any judicial sale.

F. JUDICIAL SALES - No judicial sale of a unit nor any interest therein shall be valid unless the sale is a public sale with open bidding.

G. UNAUTHORIZED TRANSACTIONS - Any transaction which is not authorized pursuant to the terms of this declaration shall be void unless subsequently approved by the association.

12. COMPLIANCE AND DEFAULT: Each owner and the association shall be governed by and shall comply with the terms of the condominium documents as they may be amended from time to time.

A. Failure to comply shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the association or by an aggrieved owner.

B. In any such proceeding the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

C. In the event that the grievance is that of an owner or owners against the Board of Directors or a member thereof, prior to the institution of litigation, written notice in detail of the grievance shall be given the directors and they shall be allowed a period of twenty (20) days in which to cure or correct.

D. NO WAIVER OF RIGHTS - The failure of the association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to later infractions.

13. AMENDMENTS: Amendments to any of the condominium documents shall be in accordance with the following:

A. PROPOSAL OF AMENDMENT - An amendment may be proposed either by the Board of Directors or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice

has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed with the formalities of a deed signed by the President or Vice President and Secretary of the association that it has been enacted by the affirmative vote of the required percentage of unit owners (which vote may be evidenced by written approval of owners not present) and the separate written joinder of mortgagees, where required; shall include the recording data identifying the declaration and which shall become effective when recorded according to law.

B. CORRECTORY AMENDMENT - Whenever it shall appear that there is a defect, error, or omission in any of the condominium documents, amendment of which will not materially adversely affect the property rights of unit owners, a fifty-one percent (51%) vote of the owners shall be the required percentage, or the procedure set forth in Florida Statutes, Chapter 718.110(5), may be used.

C. REGULAR AMENDMENTS - An amendment which does not ~~change~~ the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus or materially adversely affects the property rights of owners, may be enacted by a seventy-five percent (75%) vote of unit owners, and a majority of the Board of Directors.

D. EXTRAORDINARY AMENDMENTS - An amendment which will have the effect of doing any of the things mentioned in paragraph C above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and an overall affirmative vote of ninety percent (90%) of all units. This section shall be deemed to include enlargement of, material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owner's property rights, which shall otherwise be treated as regular amendments.

14. TERMINATION: The condominium shall be terminated, if at all, in the following manner:

A. By the agreement of all of the owners and all holders of liens affecting any of the condominium parcels (pursuant to Florida

Statutes, Chapter 718.117), which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land. The termination shall become effective when such agreement has been recorded according to law.

B. SHARES OF UNIT OWNERS AFTER TERMINATION - After termination of the condominium, the owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the unit or units formerly owned by such owners shall have mortgages and liens upon the respective undivided shares of the owners. Such undivided shares of the owners shall be on a pro rata basis, each owner having a one-twenty-first (1/21st) share. All funds held by the Association, except for the reasonably necessary expenses of winding up, shall be disbursed to the unit owners in pro rata shares, each having a one-twenty-first (1/21st) interest. The costs incurred by the Association in connection with a termination shall be a common expense.

C. FOLLOWING TERMINATION - The property may be partitioned and sold upon the application of any owner. Provided, however, that if the Board of Directors following a termination, by unanimous vote, determines to accept an offer for the sale of the property as a whole, each owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

D. THE MEMBERS OF THE LAST BOARD OF DIRECTORS shall continue to have such powers as in this Declaration are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

15. PROVISIONS PERTAINING TO THE DEVELOPER:

A. So long as the Developer holds more than one (1) unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

- (1) Assessment of the Developer as a unit owner for capital improvements.
- (2) Any action by the Association that would be

detrimental to the sale of units by the Developer, including such use of unsold units and common areas as may facilitate completion and/or sale, maintenance of a sales office, showing the property, and display of signs.

B. Until a majority of the Board of Directors of the association is elected from owners rather than the Developer or its nominees, the Developer reserves the right for itself or its nominees to provide and charge for management which shall be fair and reasonable.

C. The Developer, pursuant to Florida Statutes, Chapter 718.116(8)(B), shall have the option to delay paying assessments for common expenses upon unsold apartments during such period of time as it may guarantee that the assessment for common expenses of the condominium imposed upon other unit owners shall not increase over the dollar amount stated in the projected operating budget provided it obligates itself to pay any excess amount incurred during that period not produced by assessments at the guaranteed level receivable from other unit owners.

16. RIGHTS OF MORTGAGEES: Where the mortgagee of a first mortgage of record obtains title to a unit by foreclosure, such mortgagee and its successors and assigns shall not be liable for such unit's assessments or share of the common expenses which become due prior to acquisition of title unless such share is secured by a claim of lien for assessments recorded prior to the recordation of the subject mortgage.

Also, such mortgagee may not occupy, lease, sell, or otherwise dispose of such unit without the approval of the association, as per section 11 of this declaration.

17. ENFORCEMENT OF ASSESSMENT LIENS: Liens for assessments may be foreclosed by suit brought in the name of the association in like manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed owner shall be required to pay a reasonable rental and the association shall be entitled to the appointment of a receiver to collect the same, and the association shall have all the powers provided in Florida Statutes, Chapter 718.116, including specifically, interest at ten percent (10%) per annum on unpaid assessments and reasonable attorneys' fees incident to the collection of such assessment or enforcement of such lien, with or without suit.

18. MEMBERS: The qualification of members, the manner of their admission and voting by members shall be as follows:

A. ALL OWNERS OF UNITS in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

B. MEMBERSHIP IN THE ASSOCIATION shall be established by the recording in the public records of Indian River County, Florida, a deed or other instrument establishing a change of record title to a unit in the condominium and delivery to the Association of a copy of such instrument, the new owner thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated. Provided, however, that the change of ownership and occupancy of the new owner must have been in compliance with this Declaration and the Association need not recognize membership or ownership in any person until its requirements have been complied with.

19. INDEMNIFICATION: Every director of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been a director of the Association, or any settlement thereof, whether or not he is a director at the time such expenses are incurred, except in cases wherein the director is adjudged guilty of non-feasance, misfeasance or malfeasance in the performance of his duties, or shall have breached his fiduciary duty to the members of the Association. Provided, however, that the Association shall not be liable for payment of a voluntary settlement unless it is first approved by the Board of Directors.

20. COMMON EXPENSES AND COMMON SURPLUS: The apportionment of common expenses and ownership of the common expenses and ownership of the common elements has been determined on a per-unit basis, each unit payment is based on a pro rata share of one-twenty-first (1/21) of the total.

21. SEVERABILITY: If any provision of this Declaration or the exhibits thereto, as now constituted or as later amended, or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances, shall not be affected thereby.

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22. VOTING: Each unit shall have one (1) full vote in all matters. Each unit shall designate the voting representative with the Board of Directors.

23. PARKING: There shall be appurtenant to each unit at all times one (1) allocated, covered parking space which shall pass with the title thereto.

24. UNTIL THE COMPLETION OF THE CONTEMPLATED IMPROVEMENTS to the condominium property, the Developer specifically reserves the right, without the joinder of any person, to make such changes in the Declaration and its attachments or in the plan of development, as may be required by any lender, governmental authority, or as may be, in its judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its attachments.

25. No unit or units in the condominium may be converted to time-sharing or interval ownership usage or any other vacation-type plan.

THIS DECLARATION OF CONDOMINIUM and attachments hereto, made and entered into this 8<sup>th</sup> day of April, 1982.

THE MOORINGS DEVELOPMENT COMPANY

Signed, sealed and delivered in the presence of:

James L. Matthey  
Harvey T. Williams

By: Jorge Gonzalez  
Jorge Gonzalez, President

(Corp. Seal)

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me personally appeared JORGE GONZALEZ, President of THE MOORINGS DEVELOPMENT COMPANY, a Florida corporation, to me known to be the person who signed the Declaration of Condominium as such individual and 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 that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 8<sup>th</sup> day of April, 1982.

Shirley L. Zales  
Notary Public, State of Florida  
at Large. My Commission expires:  
2-5-85

THE GALLEONS, A CONDOMINIUM  
Indian River County, Florida

I, ROBERT R. BRIEL

, certify as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having Certificate of Registration No. 3699 State of Florida.

2. That this certificate is made as to The Galleons, a Condominium, located in Indian River County, Florida, and in compliance with Chapter 718, Florida Statutes.

3. That the construction of the improvements described in the foregoing Declaration of Condominium is sufficiently complete so that with the survey of land as set forth in Exhibit A attached hereto, together with the plot plans as set forth in Exhibit B attached hereto, showing the apartment buildings and common elements, together with the wording of the foregoing Declaration of Condominium, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements, and that the aforementioned material is an accurate representation of the location and dimensions of the improvements.

Land Surveyor, Certificate of Registration  
No. 3699, State of Florida.

Sworn to and subscribed before me,  
this 8th day of April  
1982

Notary Public, State of Florida  
at Large. My Commission expires:

June 7, 1985



BOOK 064 | PAGE 0135



**- UNIT BOUNDARIES -**

HORIZONTAL BOUNDARIES: A) UPPER BOUNDARY: THE UNDERSIDE OF THE FINISHED UNDECORATED CEILING OF THE UNIT, EXTENDED TO MEET THE VERTICAL BOUNDARIES.  
 B) LOWER BOUNDARY: THE UPSIDE OF THE FINISHED UNDECORATED SURFACE OF THE FLOOR OF THE UNIT EXTENDED TO MEET THE VERTICAL BOUNDARIES.  
 VERTICAL BOUNDARIES: THE INTERIOR SURFACES OF THE PERIMETER WALLS AND THE INTERIOR SURFACES OF THE UNIT'S WINDOWS AND DOORS THAT ABUT THE EXTERIOR OF THE BUILDING OR COMMON AREAS.

**- ELECTRIC ESMT. DESCRIPTION -**

A 10 FOOT EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF AN UNDERGROUND ELECTRIC POWER LINE ACROSS A PORTION OF LOT 51, THE MOORINGS, UNIT ONE, PLAT BOOK B, PAGE 6, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, 5' ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 51, SAID CORNER BEING A POINT ON A CIRCULAR CURVE TO THE SOUTH, CONCAVE TO THE EAST, OF RADIUS LENGTH 715.16 FEET AND CENTRAL ANGLE OF 7°54'40", WHOSE CHORD BEARS SOUTH 3°22'40" WEST, THENCE GO SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, BEING ALSO THE WEST LINE OF LOT 51, AN ARC DISTANCE OF 98.75 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING THE WEST LINE OF LOT 51, NORTH 69°13'45" EAST A DISTANCE OF 108.37 FEET TO A POINT; THENCE SOUTH 88°48'22" EAST A DISTANCE OF 10.00 FEET TO THE POINT OF TERMINUS.

**- LEGEND -**

- DENOTES ELEVATOR
- DENOTES TRASH CHUTE
- DENOTES PORCH OR BALCONY (LIMITED COMMON ELEMENT)
- DENOTES UNDIVIDED SHARE OF COMMON ELEMENT
- DENOTES UNIT LIMITS
- DENOTES ELECTRICAL AREA
- DENOTES STORAGE AREA

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

**GENERAL NOTES**

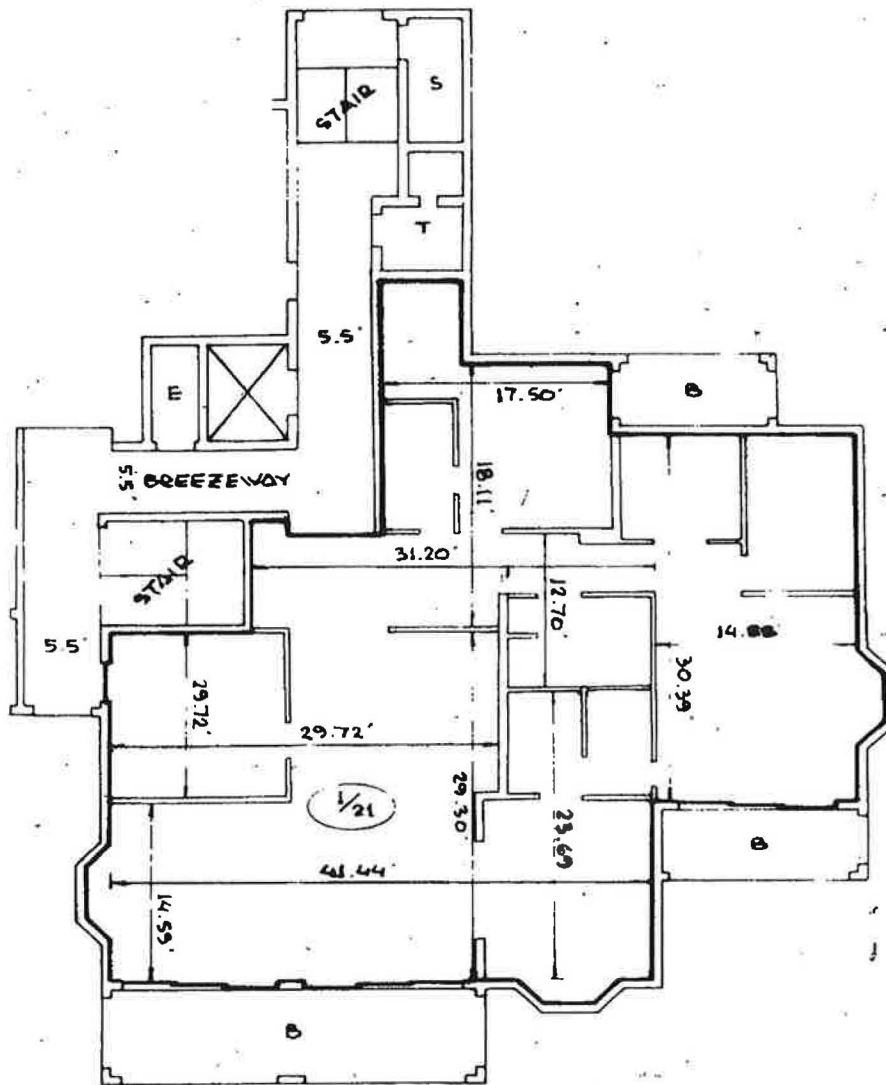
**BRIEL & ASSOCIATES** LAND SURVEYORS  
 Post Office Box 2790  
 Seaside Beach, Florida 32837  
 (308) 777-4076

DVN: MVR    CHK: RRB    DATE: 3/19/82

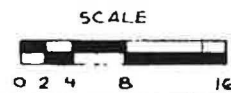
**EXHIBIT B    PAGE 1**

BOOK 64 PAGE 0737





FLOOR ELEV. 35.52  
 CEILING ELEV. 45.41



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE, GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

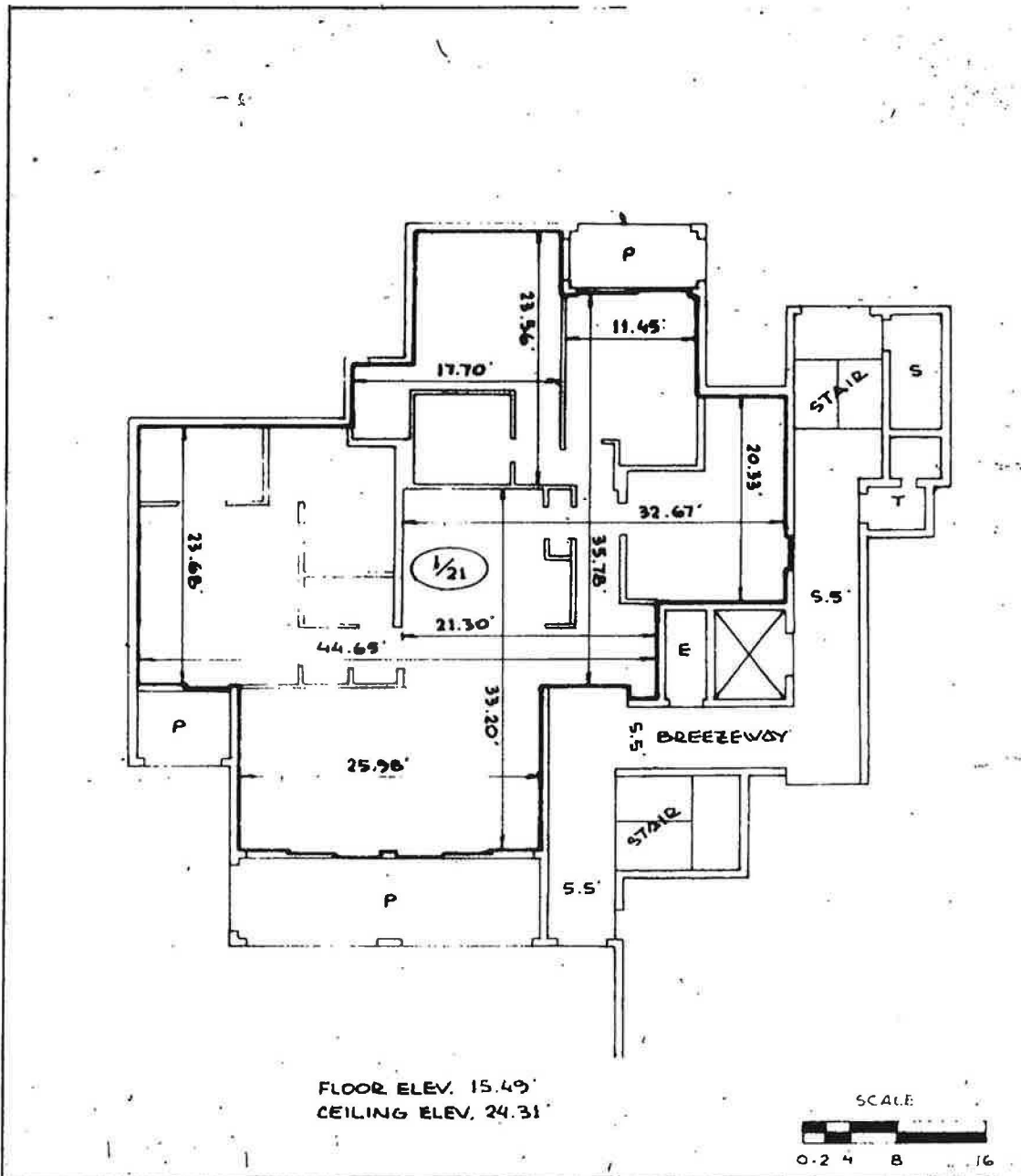
FLOOR PLAN OF UNIT NO 301 (A TYPE 'A' UNIT)

**BRIEL & ASSOCIATES** LAND SURVEYORS  
 Post Office Box 2788  
 Seaside Beach, Florida 32857  
 (385) 771-4076

DWN. AVR CLK: PRB DATE: 3/19/82

EXHIBIT B PAGE 4

04103001491000



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE, GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

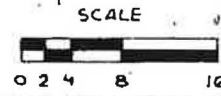
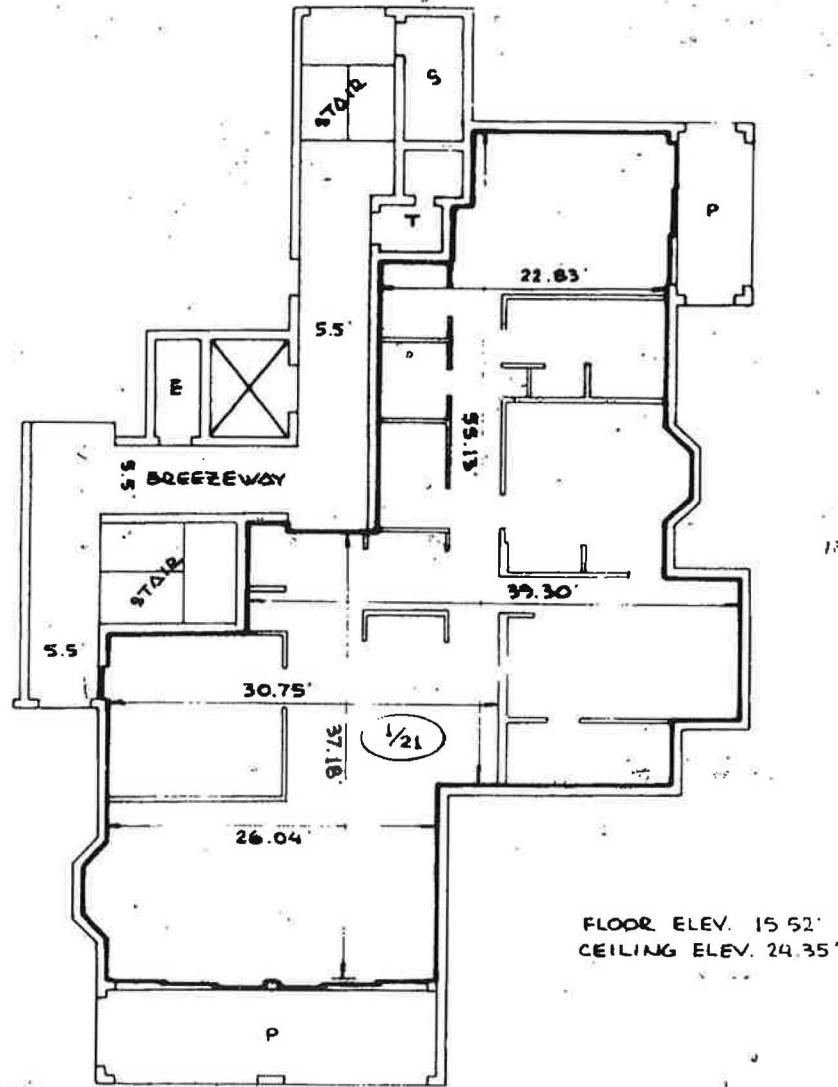
THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

**FLOOR PLAN OF UNIT NO. 102 (A TYPE 'B' UNIT)**

<b>BRIEL &amp; ASSOCIATES</b> LAND SURVEYORS Post Office Box 2798 Seaside Beach, Florida 32037 (305) 777-4075	DWN: MVR	CHK: RRB	DATE 5/19/82
	EXHIBIT B		PAGE 5







THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

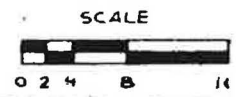
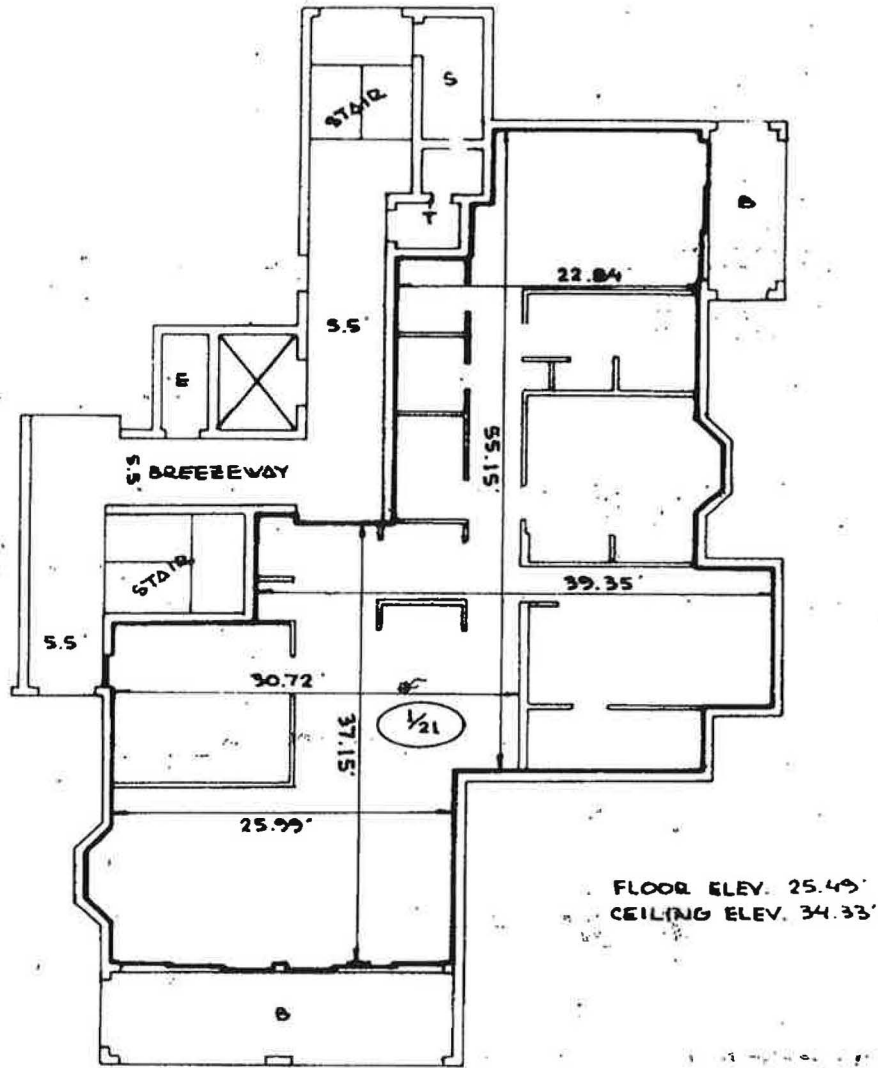
ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

**FLOOR PLAN OF UNIT NO 103 (A TYPE 'C' UNIT)**

<b>BRIEL &amp; ASSOCIATES</b> LAND SURVEYORS Post Office Box 2788 Seaside Beach, Florida 32087 (386) 777-4076	DWN: JAVR	CHK: RRB	DATE: 3/19/82
	EXHIBIT <b>B</b>		PAGE <b>8</b>

32087 0641 PAGE 0744



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS

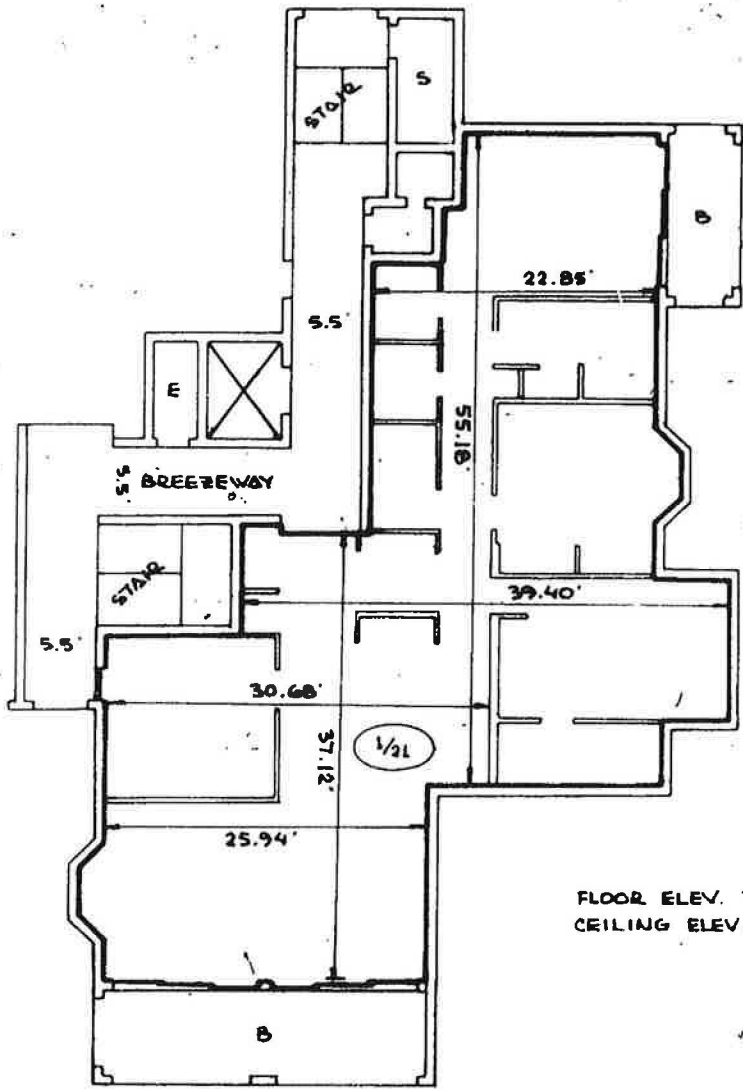
ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

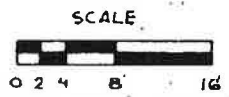
**FLOOR PLAN OF UNIT NO 203 (A TYPE 'C' UNIT)**

<b>BRIEL &amp; ASSOCIATES</b> LAND SURVEYORS Post Office Box 2798 Seaside Beach, Florida 32837 (305) 777-4075	OWN: MVR	CHK: RRB	DATE: 5/19/82
	EXHIBIT B		PAGE 7

644-111-745



FLOOR ELEV. 35.51'  
CEILING ELEV. 45.43'



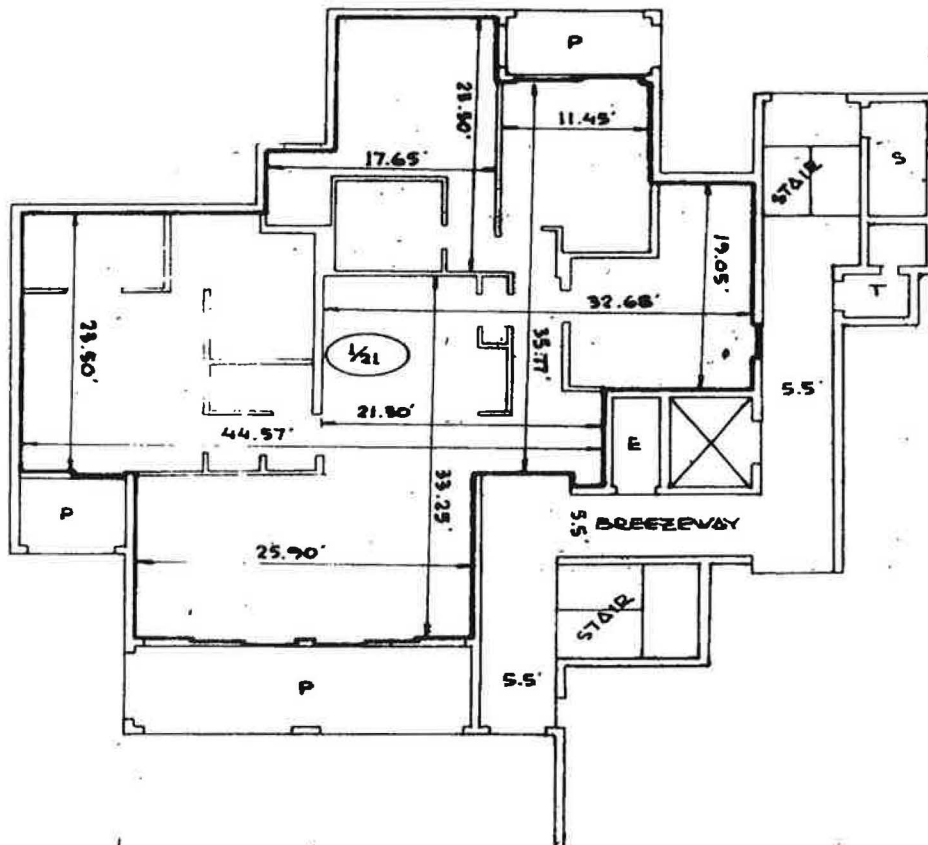
THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929  
THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

**FLOOR PLAN OF UNIT NO 303 (A TYPE 'C' UNIT)**

<b>BRIEL &amp; ASSOCIATES</b> LAND SURVEYORS Post Office Box 2788 Seaside Beach, Florida 32087 (386) 777-4076	DWN: MVR	CHK: RRB	DATE: 3/19/82
	<b>EXHIBIT 8</b>		<b>PAGE 10</b>

sheet 64 of 146 of 746



FLOOR ELEV. 15.50'  
CEILING ELEV. 24.32'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY/MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

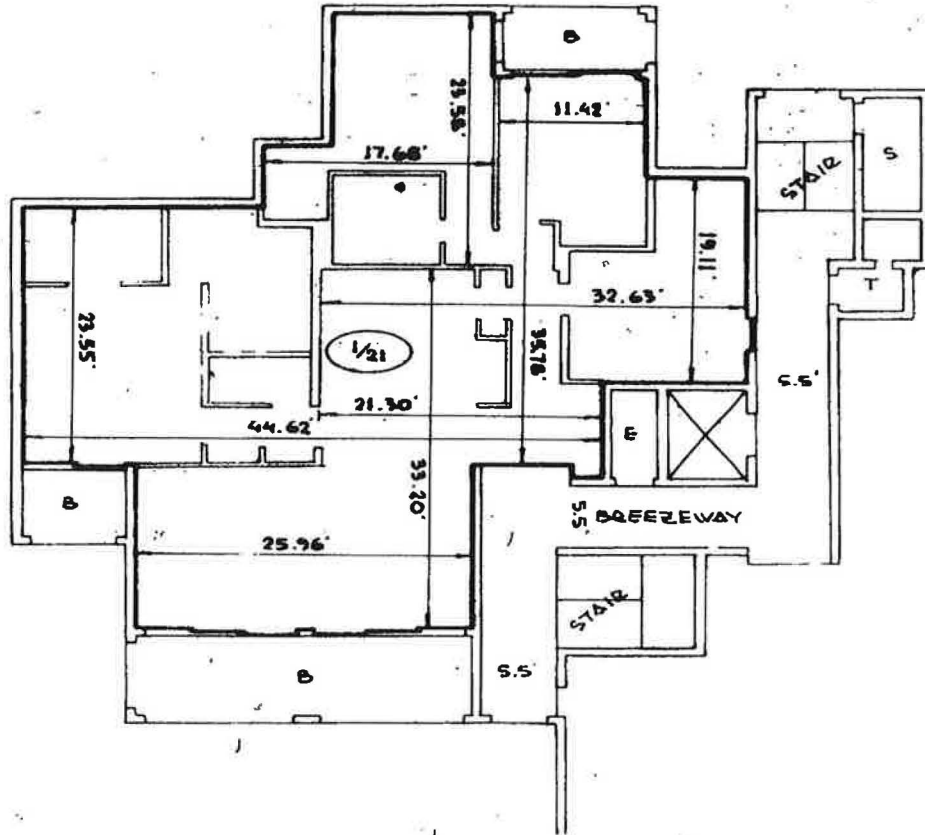
**FLOOR PLAN OF UNIT NO 104 (A TYPE 'B' UNIT)**

**BRIEL & ASSOCIATES** LAND SURVEYORS  
Post Office Box 2798  
Seaside Beach, Florida 32087  
(308) 777-4076

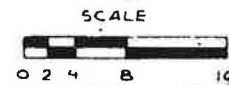
DWN: MWR CLK: RRB DATE: 3/19/82

**EXHIBIT B PAGE 11**

20060413003747



FLOOR ELEV. 25.47'  
CEILING ELEV. 34.27'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE, GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929  
THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE HOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

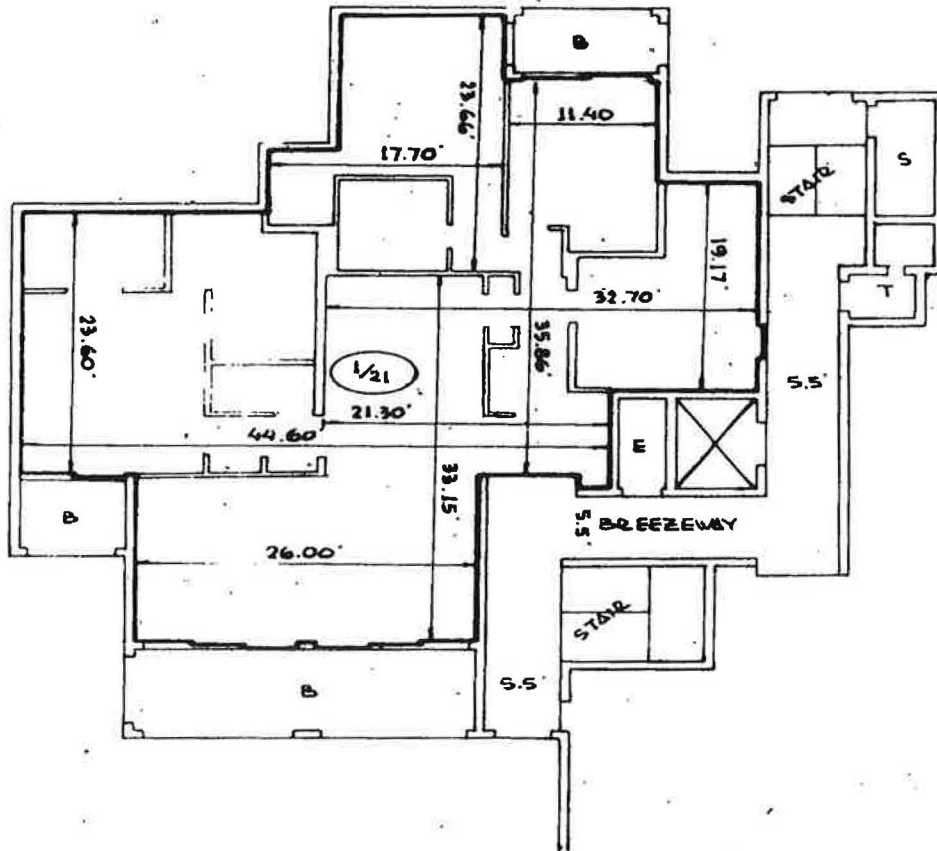
**FLOOR PLAN OF UNIT No 204 (A TYPE 'B' UNIT)**

**BRIEL & ASSOCIATES** LAND SURVEYORS  
Post Office Box 2788  
Seaside Beach, Florida 32137  
(306) 777-4076

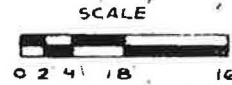
DWN: MVR CHK: RRB DATE: 5/15/02

**EXHIBIT B PAGE 12**

SUB 4 1.05 148



FLOOR ELEV. 35.51'  
CEILING ELEV. 45.43'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON, ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY/MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

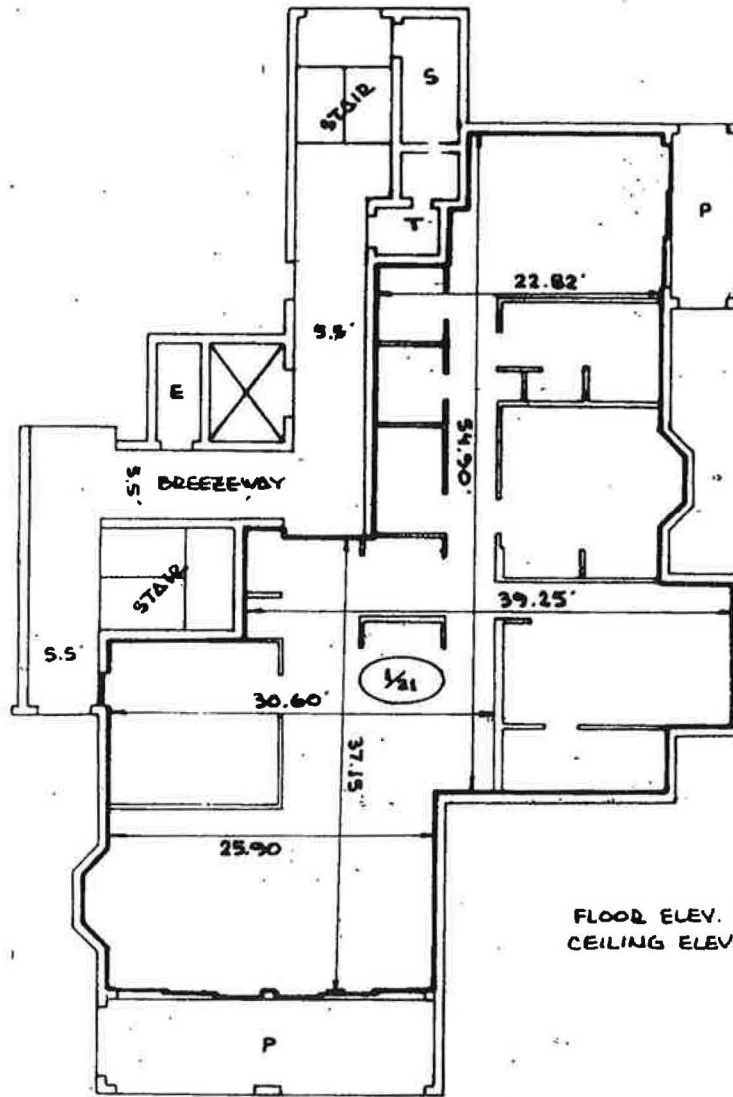
**FLOOR PLAN OF UNIT NO 304 (A TYPE 'B' UNIT)**

**BRIEL & ASSOCIATES** LAND SURVEYORS  
Post Office Box 2788  
Seaside Beach, Florida 32037 (305) 777-4078

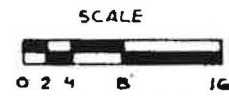
OWN: AVR    CHK: RRB    DATE: 3/19/82

**EXHIBIT B    PAGE 13**

EXHIBIT B PAGE 13



FLOOR ELEV. 15.52'  
CEILING ELEV. 24.30'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY/MARTIN, P.A.; SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

**FLOOR PLAN OF UNIT NO 105 (A TYPE 'C' UNIT)**

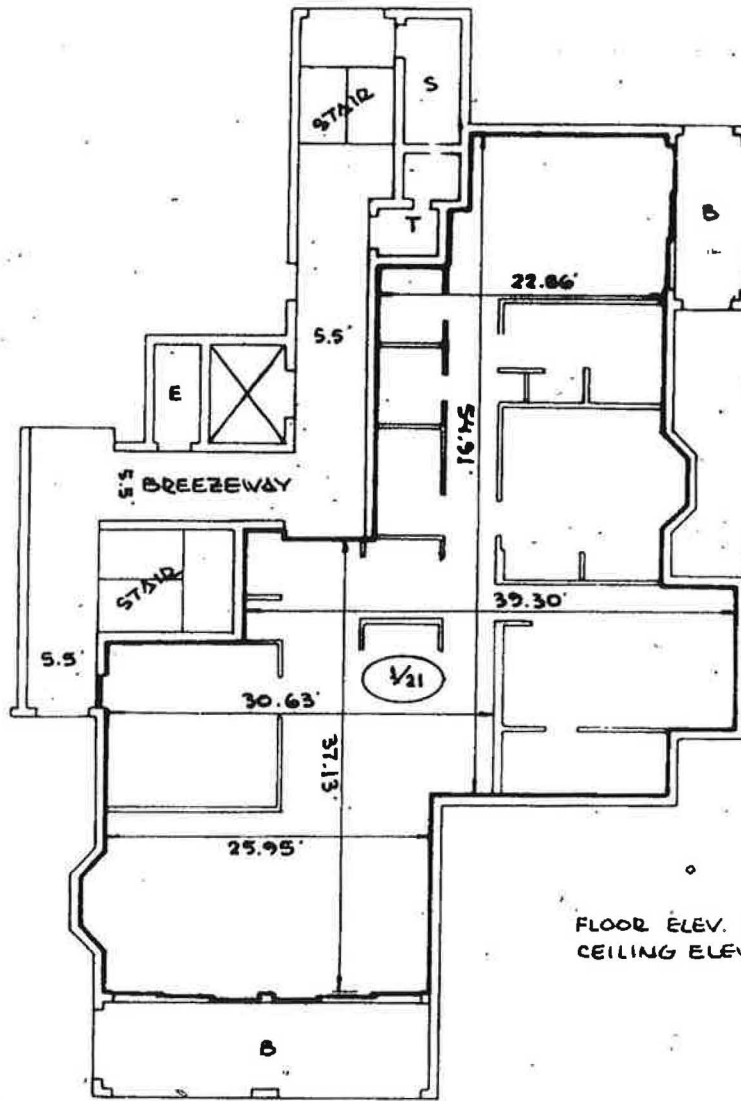
**BRIEL & ASSOCIATES** LAND SURVEYORS  
Post Office Box 2788  
Sebastian Beach, Florida 32937  
CORN 777-4075

DWN: MVR    CHK: RRB    DATE: 3/19/82

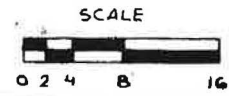
**EXHIBIT B    PAGE 14**

BOOK 64 PAGE 3750





FLOOR ELEV. 25.49'  
 CEILING ELEV. 34.29'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

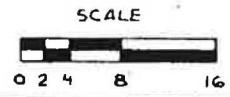
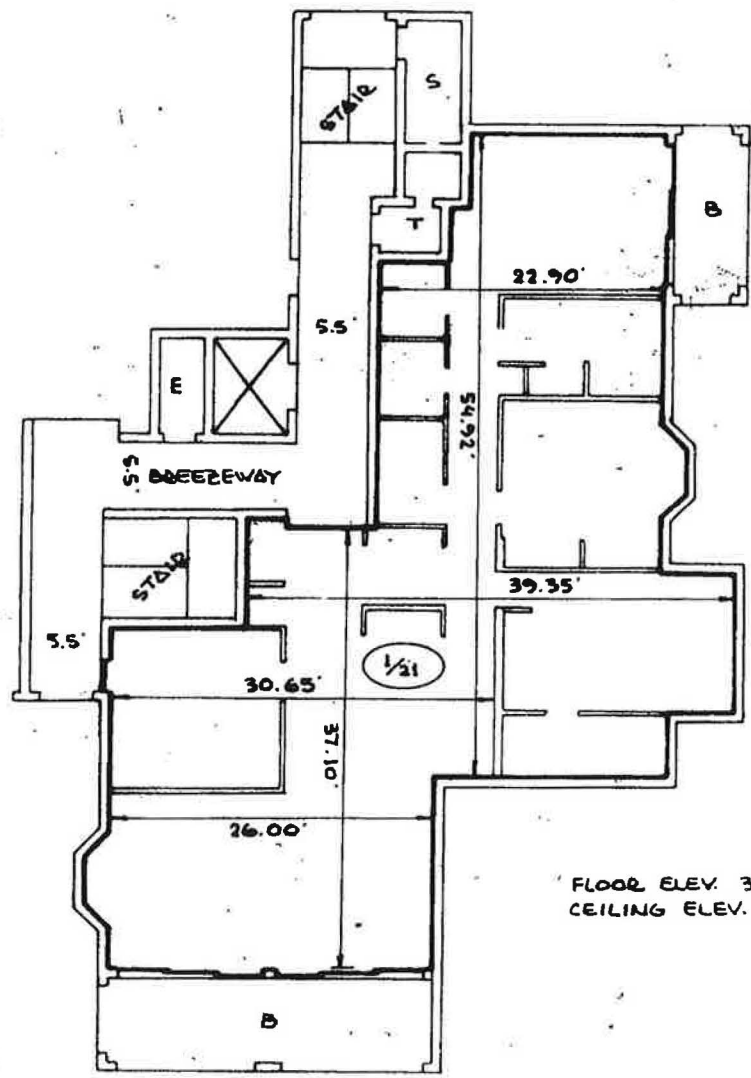
**FLOOR PLAN OF UNIT No 205 (A TYPE 'C' UNIT)**

**BRIEL & ASSOCIATES** LAND SURVEYORS  
 Post Office Box 2788  
 Seaside Beach, Florida 32037  
 (308) 777-4076

DWN: MWR    CHK:    DATE: 3/19/82

**EXHIBIT B      PAGE 35**

BOOK 64 | PAGE 6751



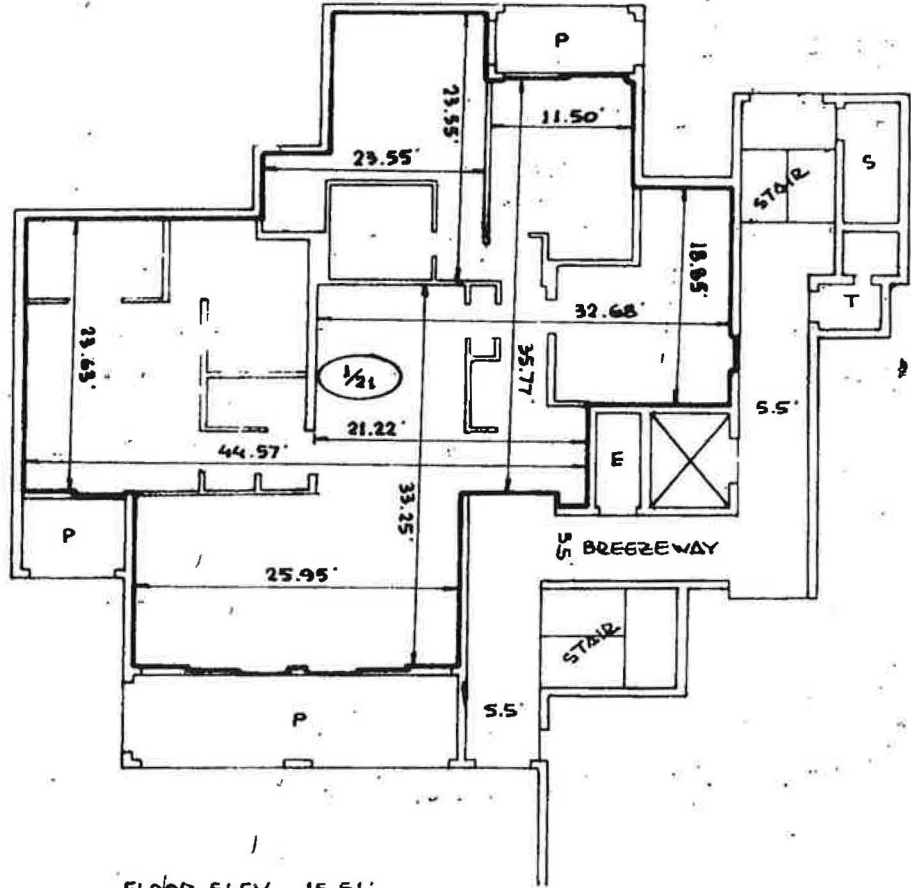
THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY/MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929  
 THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

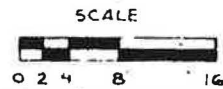
**FLOOR PLAN OF UNIT N° 305 (A TYPE 'C' UNIT)**

<b>BRIEL &amp; ASSOCIATES</b> LAND SURVEYORS Post Office Box 2799 Seaside Beach, Florida 32937 (386) 777-4076	DWN: MVR	CHK: RRB	DATE: 3/19/82
	EXHIBIT B		PAGE 16

REC-64 PAGE 152



FLOOR ELEV. 15.51'  
CEILING ELEV. 24.34'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE, GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

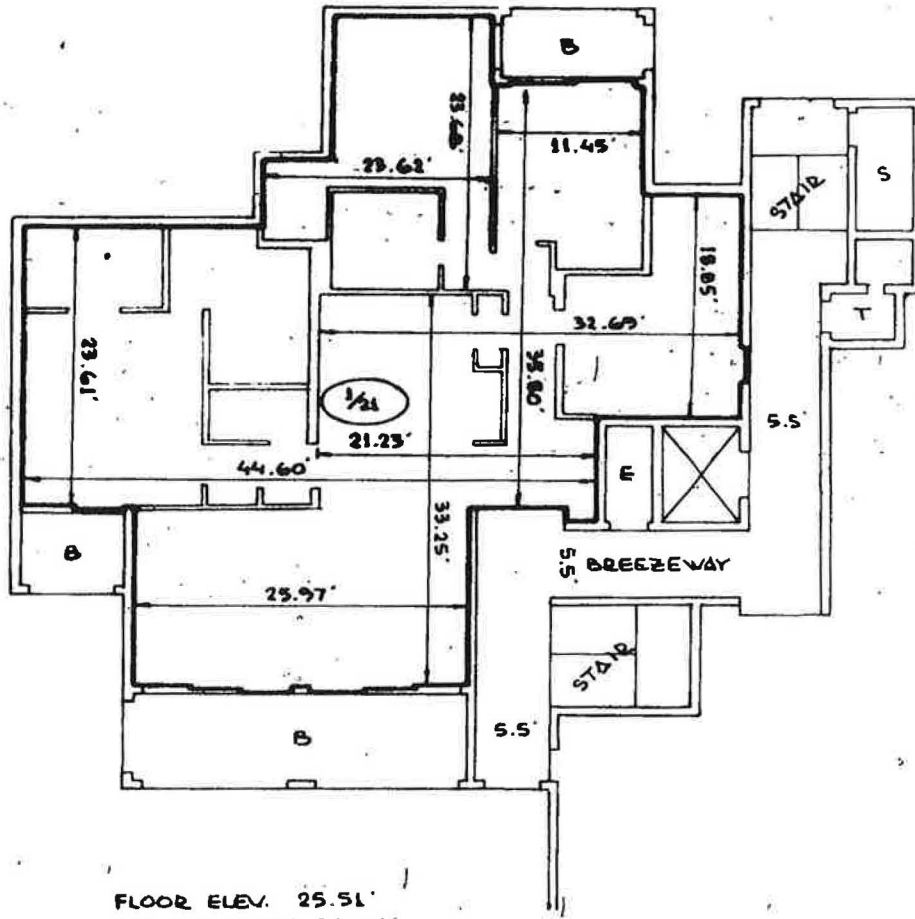
FLOOR PLAN OF UNIT NO 106 (A TYPE 'B' UNIT)

**BRIEL & ASSOCIATES** LAND SURVEYORS  
Post Office Box 2798  
Seaside Beach, Florida 32837  
(306) 777-4075

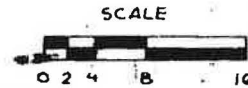
DWN: MVR    CHK: RRB    DATE: 3/17/82

EXHIBIT B    PAGE 17

REC-64 FILE 153



FLOOR ELEV. 25.51'  
 CEILING ELEV. 34.31'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

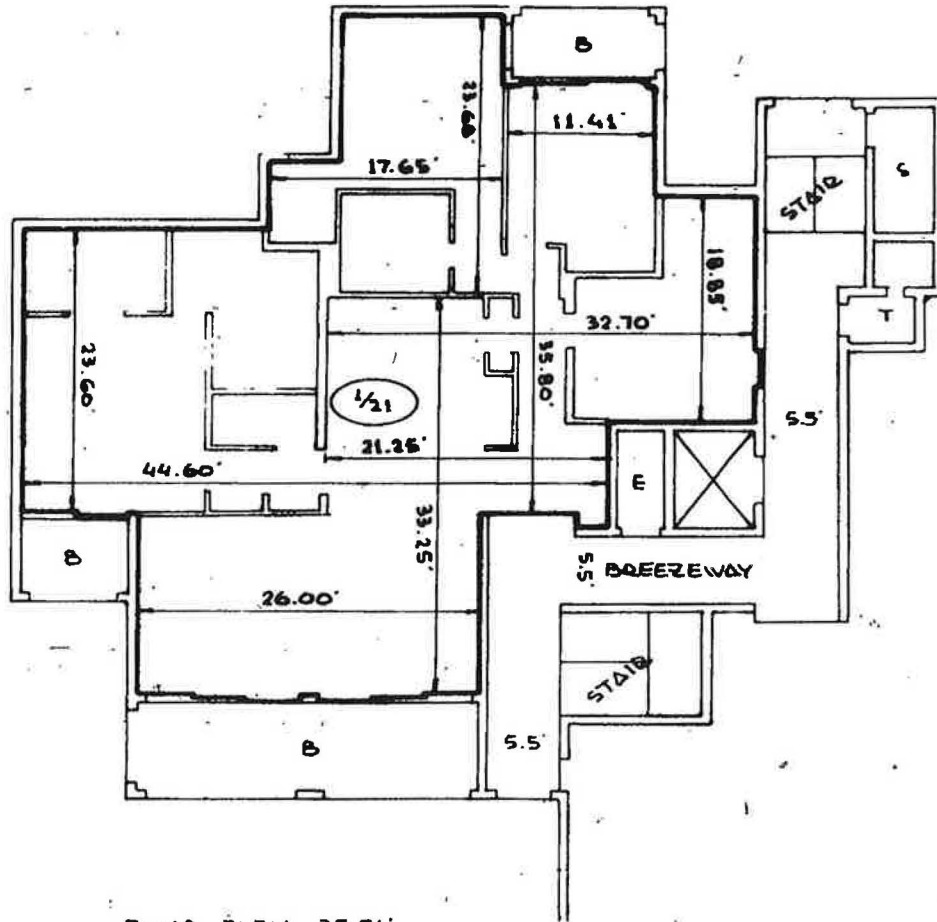
**FLOOR PLAN OF UNIT NO. 206 (A TYPE 'B' UNIT)**

**BRIEL & ASSOCIATES** LAND SURVEYORS  
 Post Office Box 2788  
 Seaside Beach, Florida 32037 (305) 777-4076

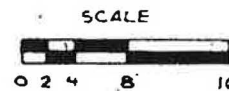
DWN: MVR    CHK: RR B    DATE: 3/19/82

**EXHIBIT B      PAGE 18**

BOOK 64 / PAGE 1754



FLOOR ELEV. 35.51'  
CEILING ELEV. 45.40'



THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE, GILROY, MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE MOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

**FLOOR PLAN OF UNIT NO. 306 (A TYPE 'B' UNIT)**

**BRIEL & ASSOCIATES** LAND SURVEYORS  
Post Office Box 2798  
Sanallah Beach, Florida 32837

(308) 777-4076

DWN: MVR

CHK: RRB

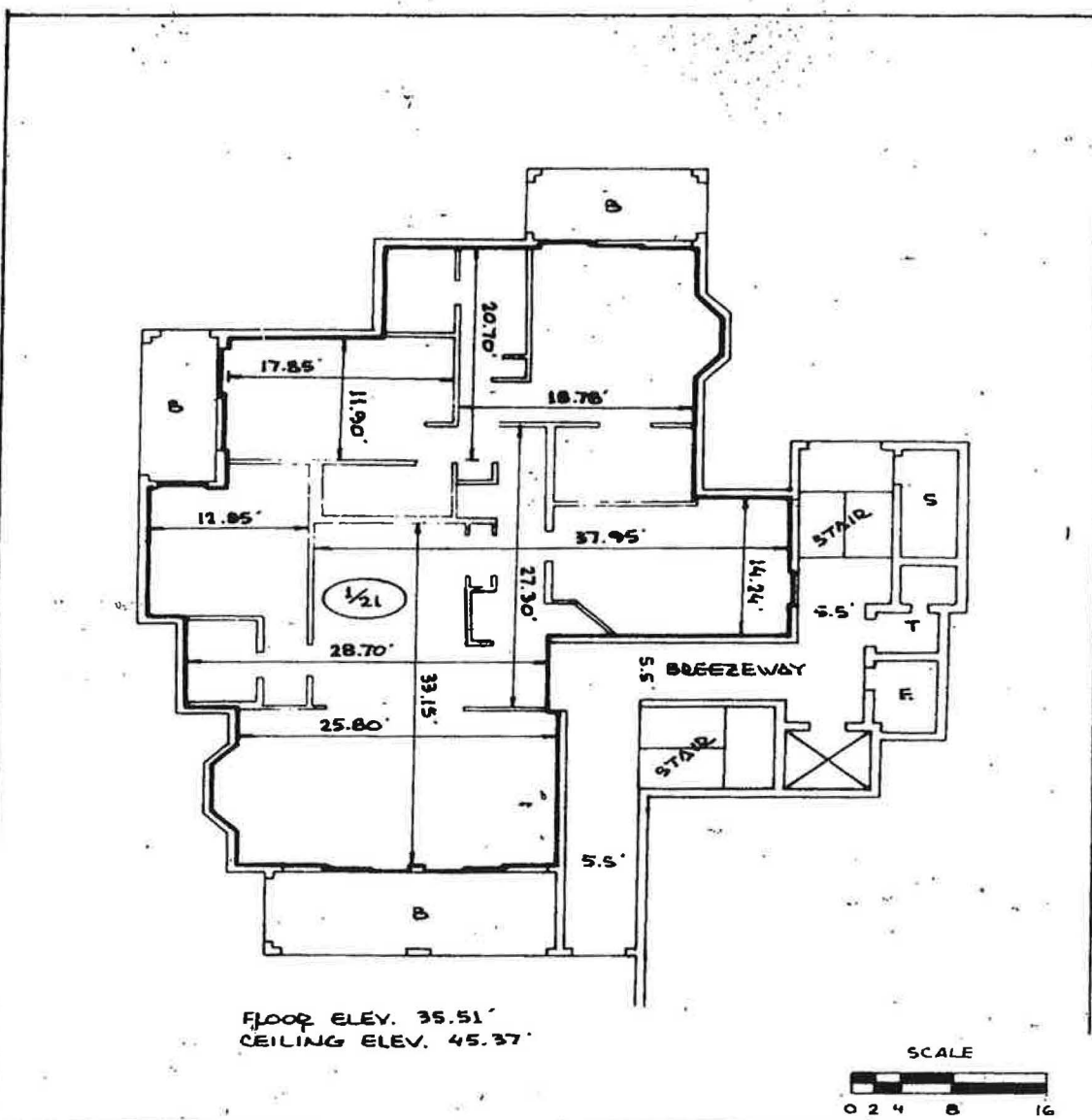
DATE: 3/19/82

**EXHIBIT B**

**PAGE 19**

BOOK 64 PAGE 755





THESE FLOOR PLANS AND THE DIMENSIONS SHOWN HEREON ARE COMPILED FROM PLANS AND DATA FURNISHED BY GAMBLE/GILROY/MARTIN, P.A. SUPPLEMENTED BY SUCH FIELD SURVEYS AS DEEMED NECESSARY BY BRIEL & ASSOCIATES. THEREFORE, THE RESULTANT SAID DIMENSIONS MAY VARY SLIGHTLY (LESS THAN 1/10 OF A FOOT) WITH RESPECT TO THE ACTUAL DIMENSIONS.

ELEVATIONS BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929

THIS EXHIBIT EXPRESSLY MADE A PART OF DECLARATION OF CONDOMINIUM BY THE HOORINGS DEVELOPMENT COMPANY, A FLORIDA CORPORATION

**FLOOR PLAN OF UNIT NO 307 (A TYPE 'D' UNIT)**

<b>BRIEL &amp; ASSOCIATES</b> LAND SURVEYORS Post Office Box 2788 Seaside Beach, Florida 32837	OWN: MVR	CHK: RRB	DATE: 3/19/82
(306) 777-4078	<b>EXHIBIT B</b>		<b>PAGE 22</b>

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