

area does not include "unit lots", and said common area is shown on Exhibit B, attached hereto and described in Exhibit C attached hereto.

Section 5. "Unit Lot" shall mean and refer to an improved residential lot as shown upon the survey attached hereto and made a part hereof as Exhibit B. Said Unit Lots being those parcels numbered 101 through 605, inclusive, on said survey. Said units are located within six buildings which are described in Exhibit D attached hereto.

Section 6. "Declarant" shall mean and refer to Dave McWilliams Construction Corp. and Franklyn Development Corporation of Brevard, Inc.

II. LAND USE AND BUILDING TYPE

No building shall be erected, altered, placed or permitted to remain on the above described land other than residential units. Each lot is hereby restricted to residential by the owner or owners thereof, their immediate families, tenants, guests and invitees.

Any unit lot owner may assign or delegate, in accordance with the By-laws, his right of enjoyment to the common area and facilities to members of his family and guests, his tenants or subsequent owners who reside on the property.

Every owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to each unit lot.

No unit may be divided into smaller units.

III. HOMEOWNERS ASSOCIATION

Section 1. There shall be established a homeowners association, composed of record owners of each lot. The name of the association shall be Winds of Paradise Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida.

Section 2. The Association shall have the power to make and establish reasonable rules and regulations governing the use of the common area as well as the individual units contained in Winds of Paradise. The Association as well as aggrieved unit owners shall have an appropriate right of action against unit owners for failure to comply with the provisions of the constituent documents or with decisions of the Owners Association which are made pursuant thereto. Unit owners shall have similar rights of action against the Homeowners Association.

Section 3. The Association shall have the responsibility for maintenance and repair of the common areas and the responsibility for refinishing the surfaces of all exterior walls and doors (excluding sliding glass doors and windows of the

units. Further, the Association shall maintain and control the landscaping on the privately owned lots. In order to carry this responsibility the Association shall have a reasonable right of entry upon any unit to make emergency repairs and to do other work reasonably necessary for the proper maintenance or operation of the project.

Section 4. The Association shall have the right to grant permits, licences and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the project.

Section 5. The Association may suspend the voting rights and right to use the recreational facilities by a unit owner for any period during which any assessment against his unit lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations or restrictions specified in this Declaration.

Section 6. The By-laws of the Association shall specify the operational details of the Association, and shall contain adequate provisions for the election and removal of directors and officers.

Section 7. The Association shall represent the unit owners in any condemnation proceedings or in negotiations, settlements and agreements. In the event of a taking or acquisition of part or all of the common areas by a condemning authority, the award or proceeds shall be payable to the Association, or any trustee for the use and benefit of the unit owners and their mortgages as their interests may appear.

Any distribution as a result of condemnation or partial or total loss from destruction of part or all of the common area of Winds of Paradise shall be accounted for as follows:

- a. distributed equally to each unit owner or
- b. retained by the Association pursuant to a plan for repair or replacement.

Section 8. The Association shall make available to any unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, by-laws, rules concerning the project and the financial records of the Association.

Section 9. Reserves for Working Capital.

The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the

common area. The fund shall be maintained out of assessments so provided in Paragraph V of this Declaration.

Additionally, there shall be established a working capital fund for the initial months of the project operation equal to at least a two months estimated common area assessment charge for each unit. Each unit's share of the working capital fund must be collected and transferred to the Association at the time each unit is initially sold and closed by the Developer, and maintained in a segregated account for the benefit of the Association.

~~The purpose of the fund is to insure that the Association will have~~ available to pay all insurance, personal property taxes on personal property owned by the Association and maintenance incurred by the Association as well as to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the board.

Amounts paid into the fund are not to be considered as advance payment of regular assessments.

IV. MEMBERSHIP VOTING RIGHTS

Section 1. Every owner of a Unit Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Unit Owners in both Phase I and Phase II with the exception of the Declarant and shall be entitled to one vote for each Unit Lot owned. When more than one person hold an interest in any Unit Lot, all such persons shall be members. The vote for such Unit Lot shall be exercised as they among themselves determine, ~~but in no event shall more than one~~ vote be cast with respect to any Unit Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three votes for each Unit Lot owned in both Phase I and Phase II. The Class B membership shall cease and be converted to Class A membership on the happening of either 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 1, 1985.

V. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. The Association shall have the authority and duty to levy and enforce the collection of general and special assessments for common expenses. Each unit owner by acceptance of a deed therefore is deemed to have agreed to pay a proportional share of said assessment. Such share shall be allocated equally to each residential unit.

The monthly and special assessments, together with interest, costs and reasonable attorneys fees, shall be a charge on the land, and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, however said lien shall continue upon transfer of title.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the maintenance and improvements of the Common Areas.

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first residence to an owner, the maximum monthly assessment shall be \$60.00 per month.

a. From and after January 1 of the year immediately following the conveyance of the first Unit Lot to an owner, the maximum assessment may not be increased each year by more than five percent (5%) unless by a majority vote of the total membership.

b. The Board of Directors of the Association may fix the monthly assessment subject to subparagraph "a." above.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, provided that any such assessment shall require the assent of two-thirds

(2/3) of the votes of each class of members voting in person or by proxy, at a meeting duly called for said purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of making any assessment shall be given to each member of the Association not less than thirty (30) nor more than sixty (60) days prior to the meeting, and notice of any such meeting shall be given by personal delivery or mailing, and mailing by the Association to the members thereof shall be deemed notice to such members. At the first such meeting called, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments must be fixed at a uniform rate for all residences and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments and Due Dates. The monthly assessments provided for herein shall commence on sold and closed units on the first day of the month following the conveyance of said unit. The Board of Directors shall fix the amount of the monthly assessment against each Unit Lot on an annual basis. Written notice of the monthly assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the assessments on a specified Unit Lot have been paid. A properly executed certificate of the Association as to the status of assessments on any Unit Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within 30 days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per year. The Association may bring an action at law against the owner personally obligated to pay the assessment or foreclose the lien against the property, and interests,

costs and reasonable fees of any such action shall be added to the assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit Lot shall not affect the assessment lien. However, the sale or transfer of any Unit Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit Lot from liability for any assessments thereafter becoming due or from the lien thereof.

VI. ARCHITECTURAL AND LANDSCAPE CONTROL

No tree or plant having a maximum growing height of five (5) feet shall be planted, nor shall any building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of 3 or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

VII. USE RESTRICTIONS

The use of the Properties shall be in accordance with the following provisions:

- a. No Unit Lot shall be used except for residential purposes.
- b. No structure of a temporary character, trailer, mobile home, camping trailer, tent, shack, garage, barn or other outbuilding shall be used on any Unit Lot at any time as a residence either temporarily or permanently.
- c. No noxious or offensive activity shall be carried on upon any Unit Lot, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood.

~~d. No animals, livestock or poultry of any kind shall be raised,~~
bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are kept within doors at all times, or kept on leash when outside, and will not be kept, bred or maintained for any commercial purposes.

e. No fence, wall, hedge or shrub planting shall be permitted unless approved by the Board of Directors of the Association or its Architectural Control Committee.

f. Easements for installation and maintenance of utilities and drainage facilities are reserved. No structure, planting or other material shall be allowed to damage or interfere with the installation and maintenance of any such utilities or flow of drainage swales in the easements. The easement areas of each Unit Lot and all improvements in such easements shall be maintained continuously by the Association, except for those improvements for which a public utility or authority is responsible.

g. No inoperable automobiles, trucks and other vehicles or boats, mobile homes, and trailers may not be stored on Unit Lots unless approved by the Board of Directors or Architectural committee. Owners are prohibited from making major repairs on vehicles on any Unit Lot or adjacent streets.

h. No antennas shall be erected on any roof or exterior wall.

i. No owner may lease or rent his dwelling unit for transient or hotel purposes which shall be defined as a rental for any period less than 60 days.

j. No hanging clothes or any other articles on the outside of the building.

k. No exterior signs shall be allowed except those used by the Developer during construction and sale of units.

l. Pool. The use of the swimming pool is limited to residents and their house guests. All bathers are required to observe the following regulations in order to comply with requirements of public health authorities and to ensure the comfort and safety of all concerned.

(1) The pool may be used during daylight hours except when the pool is being cleaned. Cleaning is scheduled between 8:00 A.M. and 10:00 A.M. The pool area is locked after dark for security purposes, but parties desiring to use the pool in the evening hours may swim at their own risk.

(2) All bathers must shower immediately before entering the pool.

(3) Bathers must remove suntan lotion, creams and bobby pins before entering the pool.

(4) No food or drink may be consumed within the pool area.

(5) There shall be no running or shouting or boisterous games played within the pool area.

(6) No dogs or other animals shall be allowed in the pool or other parts of the pool enclosure.

(7) The bathing load of the pool is 10 persons, and no more than this number may use the pool at one time.

(8) The pool is not guarded, and all persons using the pool do so at their own risk.

M. Unit owners are responsible to make sure their guests follow the rules and regulations.

VIII. PARTY WALLS

Section 1. General Rules of Law to Apply. Each Wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Unit Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for the property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion of such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and the decision shall be by a majority of all the arbitrators.

IX. INSURANCE

Section 1. The Association shall purchase and pay the premiums as a common expense, a "master" or "blanket" type insurance policy of property insurance including flood coverage and covering all of the common areas (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are a part of the common areas, as well as common personal property and supplies.

This insurance policy shall afford, as a minimum, protection against the following:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement.

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available.

The property insurance policy shall be in an amount equal to 100% of current replacement cost of the common area, exclusive of land, foundation, excavation and other areas normally excluded from coverage.

The property insurance policy may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Owners Association.

Agreed Amount and Inflation Guard Endorsement is required, if available.

Section 2. The Association will purchase flood insurance if Winds of Paradise located in a flood hazard area determined by publication in the Federal Register of a Flood Insurance Boundary Map or Insurance Rate Map.

Flood insurance premiums shall be treated as a common area expense covering the common area property and with coverage deemed appropriate, but not less than the lesser of:

(a) the maximum coverage available under the NFIP for all buildings and other insurable property within any portion of the common areas located within a designated floods hazard area, or;

(b) 100% of current "replacement cost" of all such buildings and other insurable property.

Section 3. The Owners Association shall maintain comprehensive general liability insurance coverage covering all the common areas, and public ways of the project.

Coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common areas, and legal liability arising out of law suits related to employment contracts of the Owners Association.

Such policy must provide that it may not be cancelled or substantially modified by any party, without at least ten (10) days prior written notice to the Owners Association.

Additional coverages may be required to include protection against other risks customarily covered in such similar projects.

Section 4. Each unit lot owner shall carry hazard and casualty insurance on his lot in the amount of the highest insurable value. Should it come to the attention of the Association that a unit lot owner has failed to maintain insurance on his individual unit, the Association may at its discretion, without any liability for failing to do so, obtain insurance on the uninsured unit for the owner's benefit. The cost of such insurance shall become a lien upon the lot and subject to collection as provided in this Declaration.

Section 5. A reasonable method for dealing with any total or partial loss or destruction of the common areas shall be determined by the Board of Directors of the Association or as legislated by Florida Statute.

Section 6. Section 315 of the FNMA Conventional Home Mortgage Selling Contract Supplement shall apply. Section 315 pertains to hazard insurance eligibility.

X. CONSTRUCTION PHASES

Section 1. Exhibits B and E are attached hereto and made a part hereof in order to identify Phase I and Phase II of the project. Developer agrees to first build all the units and common area improvements in Phase I. Upon sale of 75% of the Units in Phase I, or on July 1, 1984, whichever event occurs first,

Developer shall commence construction on all of the remaining units and common area improvements in Phase II.

Section 2. The Phase II units shall be located as shown in Exhibit B, and will contain no less square footage than the units in Phase I. The Phase II units will have the same or similar elevations as those units in Phase I and will be of similar quality of construction. The units in Phase II shall be subject to the provisions of this Declaration and each unit owner will be a member of the Owners Association with voting rights and assessment responsibilities as provided in this Declaration.

Section 3. At such time as Developer has substantially completed construction of Phase II, this Declaration shall be amended by Developer and recorded in the Public Records of Brevard County, Florida. The amendment shall contain a legal description of Phase II and refer to Exhibit E of this Declaration.

Section 4. Unit owners interest in the common area will be adjusted upon incorporation of Phase II to reflect a change in each unit owners undivided interest in the common area from 1/16 interest to 1/37 interest. All taxes and other assessments relating to the property in Phase II, covering any period prior to the addition of Phase II property, shall be paid or otherwise satisfactorily provided for by the Developer.

Section 5. All unit owners in both Phase I and Phase II shall have reciprocal easements of ingress and egress and for all utilities on and across all common area property.

Section 6. The swimming pool and bath area in Phase I as shown in Exhibit A is encumbered by a first mortgage lien. The Developer will remove the lien upon completion of construction and sale of the units in Phase II.

XI. GENERAL PROVISIONS.

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. The Developer may retain reasonable rights of control over the project including easements over the common areas for completion of improvements and making repairs to improvements and rights to maintain facilities to market unit estates. Developer shall not, however, retain any amenities or facilities of Winds of Paradise, such as parking or recreational facilities.

Section 4. Developer shall not bind the Owners Association to any management contracts or leases of any kind unless the Owners Association is provided with a right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party thereto.

Section 5. Encroachment Easements. If any of the common areas encroaches upon any unit, or any unit encroaches upon the common area or another unit, a valid easement for the encroachment and for maintenance of same shall exist so long as the encroachment exists.

Section 6. Leases. No unit may be leased or rented for a period of less than six months.

Section 7. Mortgages. The Association or Developer may not place any restrictions on the right of a unit owner to mortgage or otherwise encumber his unit.

XII. RIGHTS OF MORTGAGE HOLDERS

Section 1. Upon written notice to the Association, the holder, insurer or guarantor of any unit will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

b. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners Association;

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below.

Section 2. Other provisions for Eligible Mortgage Holders: To the extent permitted by applicable law, eligible mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the project, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages.

b. Any election to terminate the legal status of the project after substantial destruction or a substantial taking in condemnation of the project property must require the approval of eligible holders holding mortgages on units which have at least 51 percent of the votes of unit estates subject to eligible holder mortgages.

c. Unless the formula for reallocation of interests in the common areas after a partial condemnation or partial destruction is fixed in advance by the constituent documents or by applicable law, no reallocation of interests in the common areas resulting from a partial condemnation or partial destruction of such a project may be effected without the prior approval of eligible holders holding mortgages on all remaining units whether existing in whole or in part, and which have at least 51 percent of the votes of such remaining units subject to eligible holder mortgages.

d. When professional management has been previously required by any eligible mortgage holder or eligible insurer or guarantor, whether such entity became an eligible mortgage holder or eligible insurer or guarantor at that time or later, any decision to establish self management by the Owners Association shall require the prior consent of owners of units to which at least 67 percent of the votes in the Owners Association are allocated and the approval of eligible holders holding mortgages on units which have at least 51 percent of the votes of units subject to eligible holder mortgages.

XIII. AMENDMENT TO DOCUMENTS

Section 1. The following provisions do not apply to amendments made as a result of destruction, damage or condemnation pursuant to Article XII above, or to a reallocation of interests in the common areas which might occur pursuant to

any plan of expansion or phased development contained in these original documents.

Section 2. So long as Developer owns fifty (50%) or more of the units, Developer may change any provision of this Declaration by executing a written instrument making said changes and have the same duly recorded in the Public Records of Brevard County, Florida, so long as said amendment does not materially alter the rights of the other unit owners or mortgage holders thereof.

Section 3. The consent of unit owners to which at least 67% of the votes in the Association are allocated and the approval of eligible mortgage holders on units which have at least 67% of the votes of units subject to eligible holder mortgages, shall be required to terminate the legal status of Winds of Paradise as a PUD project.

Section 4. The consent of the owners of units to which at least 67% of the votes in the Association are allocated and the approval of eligible mortgage holders on units which have at least 51% of the votes of units subject to eligible holder mortgages, shall be required to add or amend any material provisions of the Declaration, and Articles and By-Laws of the Owners Association, which establish, provide for, govern or regulate any of the following:

- a. Voting
- b. Assessment and assessment liens
- c. Reserves
- d. Insurance
- e. Rights to use common area
- f. Responsibility for maintenance and repair
- g. Expansion or contraction of the project
- h. Boundaries of any units
- i. Interests in the common areas
- j. Convertibility of units into common areas or of common areas into units.
- k. Leasing of units
- l. Imposition of any right of first refusal or similar restriction on the right to sell a unit
- m. Any provisions which are for express benefit of mortgage holders, insurers or guarantors of first mortgages on units.

Section 5. Any amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification, or to conform to any local, state or federal law. Any mortgage holder who receives a request for approval and who does not furnish a negative response within thirty (30) days shall be deemed to have approved such request.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

WITNESSETH:

Joe S. Mason
Susan Maguire

FRANKLYN DEVELOPMENT CORPORATION OF
BREVARD, INC.

By: David T. McWilliams
David T. McWilliams
President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgements, personally appeared DAVID T. McWILLIAMS, and he acknowledged before me that he executed the same on behalf of the above corporation.

WITNESS my hand and seal this 9 day of August, 1983.

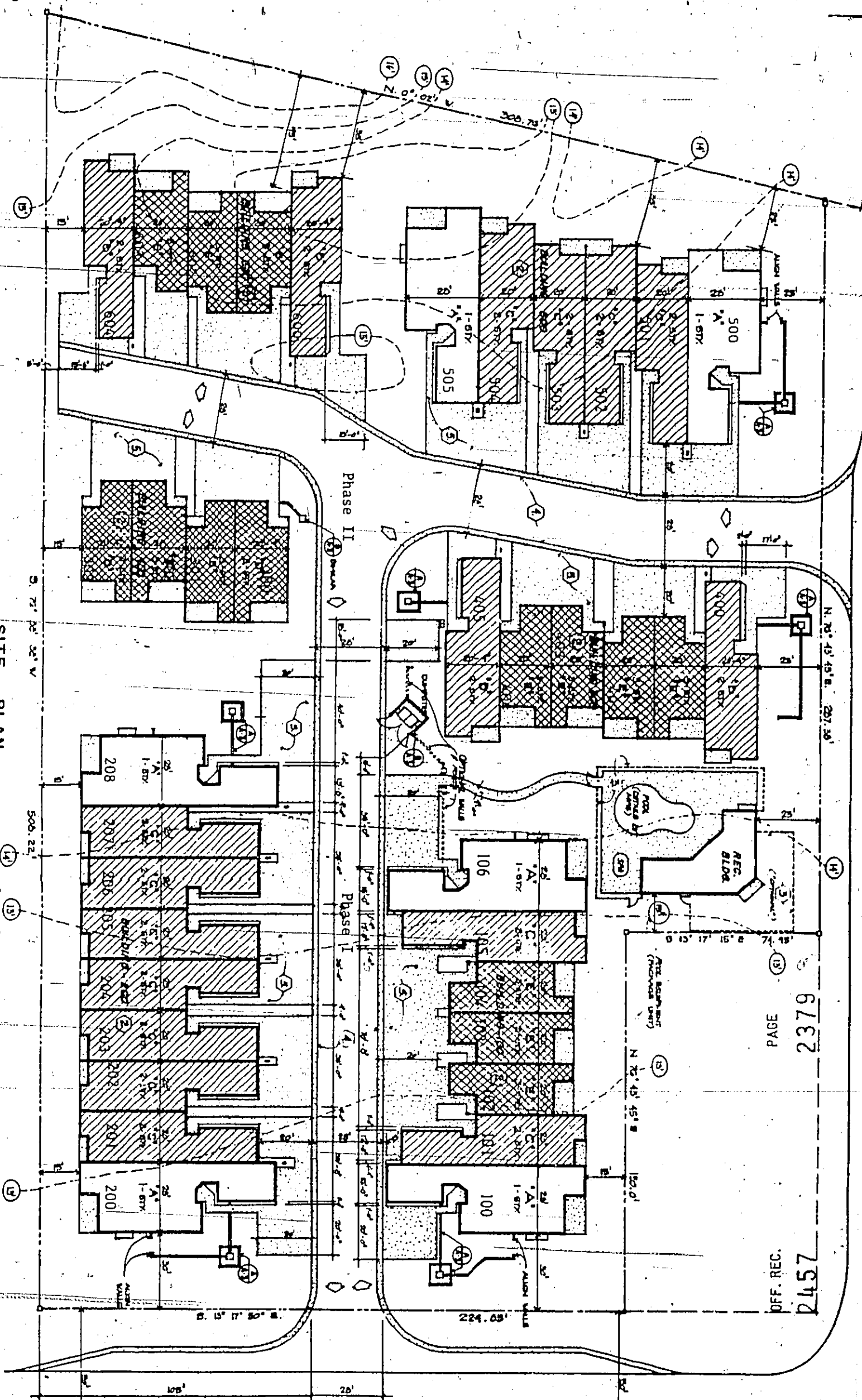
Joe S. Mason
Notary Public

My Commission Expires:

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES UNDER THE 1985

SITE PLAN

SCALE 1" = 20'

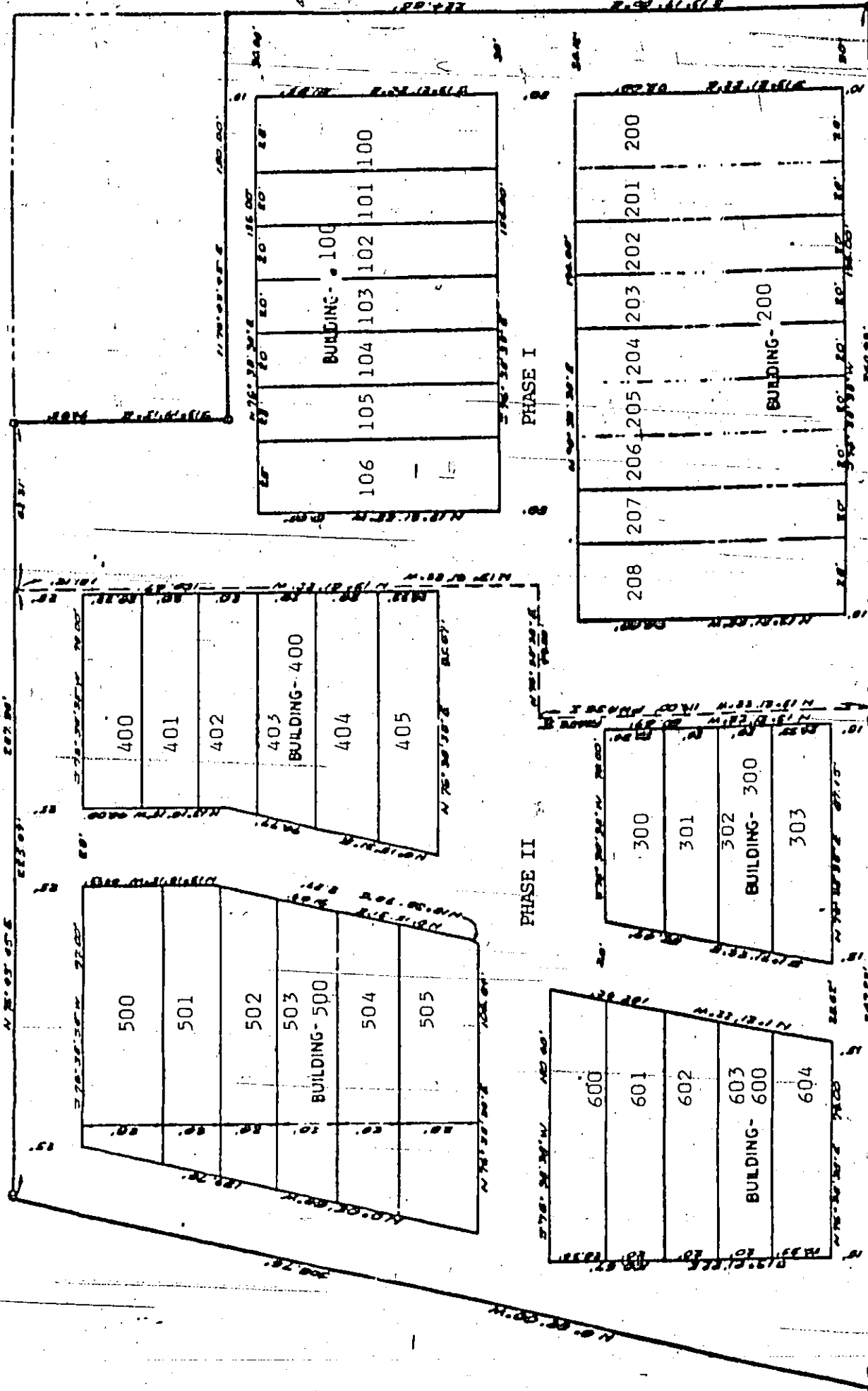


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BEACH STREET



Common area shall be all area except for individual building lots.

WINDS OF PARADISE

EXHIBIT "B"

Legal - Common Area

Lot 2,3, & 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida; and Lots 1, 2,3,4,14,15,16 & 17, Block 3, and vacated Walters Drive between these Lots, Ocean Shore Subdivision as recorded in Plat Book 9, Page 52 of the Public Records of Brevard County, Florida; Less those parcels described for Buildings - 100,200,300, 400,500 and 600.

Exhibit "C"

Legal - Building

Building - 100:

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida and run S 76 38' 38" W, along the South Line of said Lot 4, Block 2, a distance of 186.15 feet; thence run N 13 21' 22" W, a distance of 133.00 feet to the point of beginning of the herein described parcel.

From said point of beginning continue to run N 13 21' 22" W a distance of 81.85 feet; thence run N 76 38' 38" E a distance of 156.00 feet; thence run S 13 21' 22" E a distance of 81.85 feet; thence run S 76 38' 38" W a distance of 156.00 feet to the point of beginning of the herein described parcel.

Building - 200:

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida and run S 76 38' 38" W, along the South Line of said Lot 4, Block 2, a distance of 225.99 feet; thence run N 13 21' 22" W a distance of 10.00 feet to the point of beginning of the herein described parcel:

From said point of beginning continue to run N 13 21' 22" W a distance of 95.00 feet; thence run N 76 38' 38" E a distance of 196.00 feet; thence run S 13 21' 22" W a distance of 95.00 feet; thence run S 76 38' 38" W a distance of 196.00 feet to the point of beginning of the herein described parcel.

Building - 300:

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida and run S 76 38' 38" W along the South Line of said Lot 4, Block 2, a distance of 265.99 feet; thence run N 13 21' 22" W a distance of 15.00 feet to the point of beginning of the herein described parcel:

From said point of beginning continue to run N 13 21' 22" W a distance of 80.67 feet; thence run S 76 38' 38" W a distance of 70.00 feet; thence run S 1 21' 22" E a distance of 82.47 feet, thence run N 76 38' 38" E a distance of 87.15 feet to the point of beginning of the herein described parcel.

Building - 400

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida and run S 76 38' 38" W, along the South Line of said Lot 4, Block 2, a distance of 215.38 feet; thence run N 13 21' 22" W a distance of 154.56 feet to the point of beginning of the herein described parcel:

From said point of beginning continue to run N 13 21' 22" W a distance of 120.67 feet; thence run S 76 38' 38" E a distance of 78.00 feet; thence run S 13 16' 15" E a distance of 48.00 feet; thence run S 0 15' 31" W a distance of 74.77 feet; thence run N 76 38' 38" E a distance of 95.67 feet; to the point of beginning of the herein described parcel.

Building - 500:

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida and run S 76 38' 38" W, along the South Line of said Lot 4, Block 2, a distance of 342.67 feet; thence run N 13 21' 22" W a distance of 139.45 feet to the point of beginning of the herein described parcel:

From said point of beginning run N 18 38' 38" E a distance of 2.27 feet; thence run N 0 15' 31" E a distance of 91.89 feet; thence run N 13 16' 15" W a distance of 44.73 feet; thence run S 76 38' 38" W a distance of 97.00 feet; thence run S 0 02' 00" E a distance of 139.76 feet; thence run N 76 38' 38" E a distance of 106.84 feet to the point of beginning of the herein described parcel.

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Legal -- Building

Building - 600:

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida and run S 76 38' 38" W, along the South Line of said Lot 4, Block 2, a distance of 381.76 feet; thence run N 13 21' 22" a distance of 15.00 feet to the point of beginning of the herein described parcel.

From said point of beginning run N 1 21' 22" E a distance of 102.92 feet; thence run S 76 38' 38" W a distance of 100.40 feet; thence run S 13 21' 22" E a distance of 100.67 feet; thence run N 76 38' 38" E a distance of 79.00 feet to the point of beginning of the herein described parcel.

Exhibit "D2"

Legal - Phase I & II

Phase I :

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida as the point of beginning of the herein described parcel:

From said point of beginning run S 76 38' 38" W, along the South Line of said Lot 4, Block 2, a distance of 260.99 feet; thence run N 13 21' 22" W a distance of 119.00 feet; thence run N 76 38' 38" E a distance of 49.00 feet; thence run N 13 21' 22" W a distance of 181.12 feet; thence run N 76 43' 45" E a distance of 62.31 feet; thence run S 13 17' 15" E a distance of 74.95 feet; thence run N 76 43' 43" E a distance of 150.00; thence run S 13 17' 50" E a distance of 224.85 feet to the point of beginning of the herein described parcel.

Phase II:

Commence at the Southeast corner of Lot 4, Block 2, Ocean Shore Subdivision as recorded in Plat Book 9, Page 6 of the Public Records of Brevard County, Florida and run S 76 38' 38" W along the South' Line of said Lot 4, Block 2, a distance of 260.99 feet to the point of beginning of the herein described parcel:

From said Point of beginning continue to run S 76 38' 38" W a distance of 247.23 feet; thence run N 0 02' 00" W a distance of 308.76 feet; thence run N 76 43' 45" E a distance of 225.07 feet; thence run S 13 21' 22" E a distance of 181.12 feet; thence run S 76 38' 38" W a distance of 49.00 feet; thence run S 13 21' 22" E a distance of 119.00 feet to the point of beginning of the herein described parcel.

Exhibit "E"

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AMENDMENT TO WINDS OF PARADISE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, FRANKLYN DEVELOPMENT CORPORATION OF BREVARD, INC., hereinafter referred to as "Declarant", has filed the Winds of Paradise Declaration of Covenants, Conditions and Restrictions, creating a residential townhouse project in Melbourne, Florida, said Declaration being recorded on September 27, 1983, in Official Records Book 2457, Pages 2363 through 2384 of the Public Records of Brevard County, Florida, and

WHEREAS, Declarant desires to amend said Declaration in order to incorporate updated Exhibits depicting the site plan, the unit lots and common areas, and legal descriptions of the phases, buildings and common areas, and

WHEREAS, the exhibits being attached hereto shall completely supersede the exhibits attached to the Declaration depicting the same matters,

NOW, THEREFORE, the Declarant amends the above described Declaration as follows:

1. Attached hereto and made a part of this Amendment to the Winds of Paradise Declaration of Covenants, Conditions and Restrictions are Exhibit A, same represents Site Plan; Exhibit B, which depicts individual unit lots and common areas; and Exhibit C, which gives the legal descriptions of Phases I and II, Buildings 100, 200, 300, 400, 500 and 600, and Common Areas.

IN WITNESS WHEREOF, the Declarant has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, this 24th day of May, 1984.

FRANKLYN DEVELOPMENT CORPORATION
OF BREVARD, INC.

Witnesses:

John J. Jones
Laura A. Harris

By: David T. McWilliams
David T. McWilliams, President

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared DAVID T. McWILLIAMS, as President of Franklyn Development Corporation of Brevard, Inc., and he acknowledged before me that he executed same on the behalf of said corporation.

WITNESS my hand and official seal this 24th day of May, 1984.

My Commission Expires:

Laura A. Harris
Notary Public

Notary Public State of Florida at Large
My Commission expires Oct. 3, 1988

REC FEE	\$ 17.00
DUES	\$
INT. TAX	\$
SEARCHING	\$ 1.00
REFUND	\$

One Great Court (based on Florida, admitted)

897717

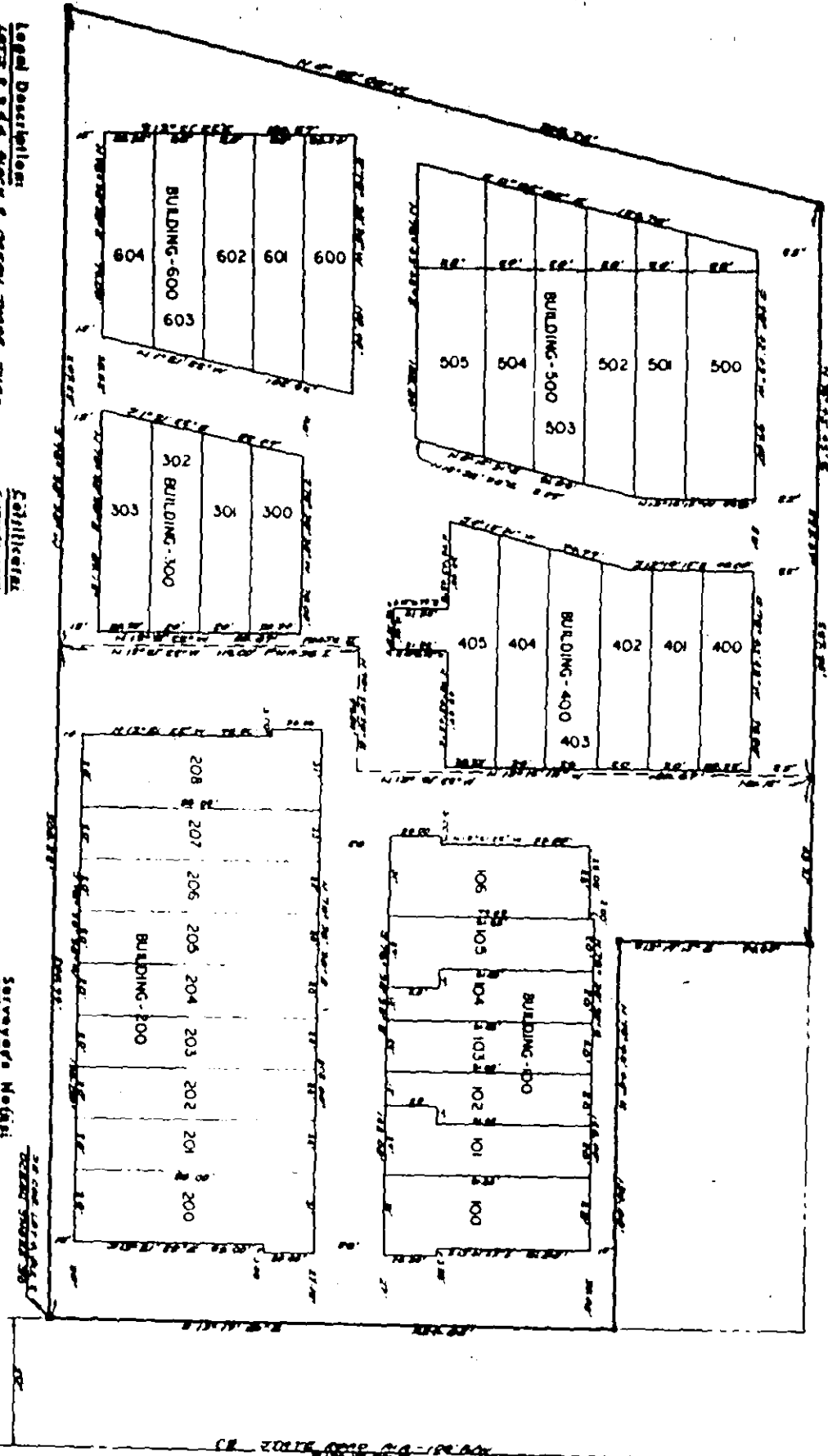
1984 MAY 29 PM 3:21

Yabo

Legal Description:
 LOT 2, 3 & 4, BLOCK 5, OCEAN SHORES SUB-
 DIVISION, as depicted in map book 5, page 2
 of the public records of Dade County,
 Florida, and LOT 1, 2 & 3, BLOCK 6, OCEAN
 SHORES SUB-DIVISION, as depicted in map
 book 5, page 3 of the public records of Dade
 County, Florida, and the portion of Block 5,
 Ocean Shores Sub-Division, as depicted in
 map book 5, page 2 of the public records of
 Dade County, Florida.

Collateral:
 I HEREBY CERTIFY TO THE ACCURACY OF THE
 INFORMATION HEREON AND TO THE FACTS
 HEREON SET FORTH AND TO THE VALIDITY
 OF THE CHARGES OF CONVEYANCE AND TO THE
 ACCURACY OF THE SURVEY AND TO THE
 ACCURACY OF THE DIMENSIONS AND TO THE
 ACCURACY OF THE AREA AND TO THE
 ACCURACY OF THE LOCATION OF THE
 BOUNDARIES OF THE PROPERTY DESCRIBED
 AND TO THE ACCURACY OF THE AREA AND
 TO THE ACCURACY OF THE LOCATION OF THE
 BOUNDARIES OF THE PROPERTY DESCRIBED.

Surveyor's Note:
 1. ALL DIMENSIONS ARE BASED ON THE CURVED SURFACE
 OF THE EARTH AND ARE MEASURED IN FEET AND
 INCHES.
 2. ALL DIMENSIONS ARE MEASURED TO THE
 CENTER OF THE PIPE OR TO THE CENTER OF
 THE HOLE.
 3. ALL DIMENSIONS ARE MEASURED TO THE
 CENTER OF THE PIPE OR TO THE CENTER OF
 THE HOLE.
 4. SEE SHEETS 5, 6, 7, 8 AND 9 FOR
 DIMENSIONS OF THE OTHER UNITS IN THIS
 COMPLEX.



SHEET 1	DATE	DATE	DATE	DATE
	BY	BY	BY	BY
Plat of Survey		Winds of Paradise		Civil Surveying & Engineering
DRAWN BY: J. O. HONEY		SCALE: 1" = 40'		18 Emerald Court Belleair Beach, Florida 33927
DATE: 1-2-68		J. O. HONEY, SURV.		RICHARD W. CAYLE Fla. Reg. Land Surveyor No. 1437 P.O. Box 5000, No. 1121

Building, Phase 2 Common Area Legal Descriptions

[Vertical columns of legal descriptions, including references to survey maps, lot numbers, and unit descriptions. The text is oriented vertically on the page.]

UNSUIT FOR MOUNTAIN

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2 10 2	PLAT NO. UNIT AND OTHER INFO DATE	SCALE DATE	DRAWN BY DATE	CHECKED BY DATE	CIVIL SURVEYING & ENGINEERING 1700 N. W. 11th Ave. Suite 203 Fort Lauderdale, Florida 33327 RICHARD W. CAYL Fla. Reg. Land Surveyor No. 1427 Fla. Reg. Engineer No. 2222
	Plat of Survey Winds of Paradise A 37 UNIT CONDOMINIUM LIVING COMPLEX			J. O. NELSON DATE	

Prepared by and Return to:
Rossway, Swan, Tierney, Barry, Lacey & Oliver, P.L.
Attn: Timothy M. Williams
1901 South Harbor City Blvd.
Suite 500
Melbourne, FL 32901

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

A. **WHEREAS**, Franklyn Development Corporation of Brevard, Inc. recorded the Winds of Paradise Declaration of Covenants, Conditions and Restrictions on September 27, 1983, in Official Records Book 2457, page 2363 of the Public Records of Brevard County , Florida, (the "Declaration"), and

B. **WHEREAS**, Franklyn Development Corporation of Brevard, Inc. recorded an Amendment to the Declaration on May 29, 1984, in Official Records Book 2513, page 1416 of the Public Records of Brevard County , Florida, and

C. **WHEREAS**, a further amendment to the Declaration has been approved by the Board of the Winds of Paradise Owners' Association, Inc., and approved by the affirmative vote of 67% of the voting interests of the Association,

NOW, THEREFORE,

Article III, Section 3, of the Declaration of Restrictions is hereby amended to provide as follows:

Section 3. The Association shall have the responsibility for maintenance, repair and replacement of the common areas of the development. Further, the association shall have the responsibility for maintenance, repair and replacement of the roofs, roof soffits, fascia, electrical fixtures in the soffits, exterior walls including stucco, and external chimney structure of the individual Units. Maintenance, repair, and replacement shall be carried out when deemed necessary by the Association in its reasonable discretion, and the Association shall not be required to replace with identical materials. The Association shall also have the responsibility for painting the exterior of the individual unit, unit garage door, and entry doors to give uniformity of appearance to the development.

Notwithstanding anything to the contrary in Article VI, the Association shall maintain control of the appearance of the Unit garage doors, entry doors, sliding glass doors, windows, balconies, balcony soffits, gutters, air conditioning units, and chimney caps; however, the Association shall bear no responsibility for the costs of maintenance, repair or replacement of those items. The individual Unit owners shall have the responsibility for maintenance, repair or replacement of said items. The individual Unit owners shall also be responsible for the maintenance, repair or replacement of their individual Unit walkway and driveway pads. However, the Association shall maintain control of the appearance of the walkways and driveway pads to give uniformity of

Page 1 of 3

appearance to the development.

In the event an owner fails to maintain, repair, or replace those items detailed in the preceding paragraph for which the unit owner is responsible, the association shall have the right to enter upon the Unit Lot to perform the repairs, maintenance, or replacement, and the costs incurred by the Association in doing so shall be a lien upon the Unit Lot, enforceable in the same manner as other liens. The foregoing shall be in addition to any other remedy available to the Association.

In order to carry out this responsibility the Association shall have a reasonable right of entry to those areas of the individual Units necessary to effect the maintenance, repair or replacement of those areas for which the Association is responsible. The Association shall use commercially reasonable efforts to insure the privacy and security of those areas of the individual units where work is required to be performed in order to achieve those responsibilities.

Article V, Section 2, is amended to read as follows:

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties, and for the maintenance, repair and replacement of the Common Areas and the maintenance, repair and replacement of the portions of the Units for which the Association is responsible.

Article V, Section 4, is amended to read as follows:

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, or for the maintenance, repair, or replacement of the portions of the Units for which the Association is responsible, provided that any such assessment shall require the assent of two-thirds (2/3) of the votes of each class of members voting in person or by proxy, at a meeting duly called for said purpose.

In witness whereof, the Association has caused these presents to be signed in its name by its President, this 9th day of April, 2018.

[Signature Page follows]

Signed sealed and delivered in the presence of:

"WITNESSES"

Philip W Wicker
Printed Name Philip W Wicker

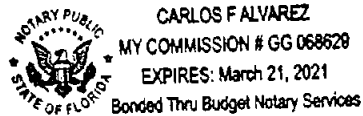
Winds of Paradise Owners' Association, Inc.,
a Florida corporation

CA
Printed Name CARLOS ALVAREZ

By: Louis Murren
Louis Murren, President

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) SS.
COUNTY OF BREVARD)



On this 19 day of April, 2018, before me, the undersigned, a Notary Public in and for the state of Florida, personally appeared Louis Murren, President of Winds of Paradise Owners' Association, Inc. a Florida corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as president.

CA
Notary Public, State of Florida

PREPARED BY AND RETURN TO:

Frank A. Ruggieri
The Ruggieri Law Firm, P.A.
13000 Avalon Lake Dr. Ste. 305
Orlando, FL 32828

**CERTIFICATE OF THIRD AMENDMENT TO THE WINDS OF PARADISE
DECLARATION OF COVENANTS, CONDIITONS, AND RESTRICTIONS**

WHEREAS, that certain Winds of Paradise Declaration of Covenants, Conditions, and Restrictions was caused to be recorded at Official Records Book 2457, Page 2363, Public Records of Brevard County, Florida, as amended by that certain Amendment recorded at Official Records Book 2513, Page 1416, and that certain Amendment recorded at Official Records Book 8144, Page 1669; all of the Public Records of Brevard County Florida (hereinafter collectively referred to as "Declaration"); and

WHEREAS, Article XIII, Section 4 requires that all further amendments to the Declaration are required to be approved by the Board of Directors of the Winds of Paradise Owners' Association, Inc., and approved by the affirmative vote of 67% of the voting interests of the Association; and

WHEREAS, the Board of Directors unanimously approved the amendment and the Annual Members meeting was duly convened on the 6th day of December 2023, at which the Amendment to the Declaration set forth in Exhibit "A" was approved by the affirmative vote of 67% of the voting interests of the Association;

NOW, THEREFORE, be it certified by the execution hereof that the Amendments to the Declaration attached hereto as Exhibit "A" were duly adopted in accordance with Article XIII, Section 4 of the Declaration and shall take effect upon the recordation hereof.

1. **Recitals.** The foregoing whereas clauses form a material part hereof and are hereby incorporated by reference as if fully set forth herein.
2. **Definitions.** All capitalized terms herein shall have the same meaning as those set forth in the Bylaws unless the context clearly states otherwise.
3. **Amendments.** The amendments to the Bylaws are set forth in Exhibit "A", attached hereto and incorporated herein by reference.
4. **Full Force and Effect.** Except as expressly amended herein, all other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this certificate of Amendment was executed by Peggy Penridge, President of the Board of Directors, with the authority vested in him by the Board.

Witnesses:

Louis R. Murren
Name: Louis R. MURREN

Lorraine Barrella
Name: Lorraine Barrella

By: Peggy Penridge
Peggy Penridge, President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 20 day of December, 2023, by Peggy Penridge in the
capacity as ~~President of~~ WINDS OF PARADISE OWNERS' ASSOCIATION, INC., who is
personally known to me or who produced _____ as identification.

Lorraine Barrella
Notary Public, State of Florida
Lorraine Barrella
Printed Name of Notary

SEAL

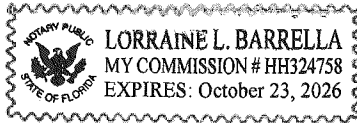


EXHIBIT "A" (PROPOSED AMENDMENTS)

NEW LANGUAGE IS UNDERLINED. DELETED LANGUAGE IS ~~STRICKEN THROUGH~~.

Article V, Section 3 is hereby amended to read as follows:

Section 3. Maximum Monthly Assessment. Until January 1 of the year immediately following the conveyance of the first residence to an owner, the maximum monthly assessment shall be \$60.00 per month.

- a. From and after January 1 of the year immediately following the conveyance of the first Unit Lot to an owner, the maximum assessment may not be increased each year by more than five percent (5%) unless by a majority vote of the membership. Any determination of whether assessments have increased by more than five percent (5%) from the prior fiscal year shall exclude any and all insurance premiums that the Association is required to maintain pursuant to the provisions of this Declaration and Section 720, Florida Statutes.

NEW LANGUAGE IS UNDERLINED. DELETED LANGUAGE IS ~~STRICKEN THROUGH~~.